

**TOWNSHIP OF PINE
RESOLUTION NO. 1163**

A RESOLUTION OF THE TOWNSHIP OF PINE, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, FOR THE TAKING OF PARCEL 2186-P-15 LOCATED ALONG BABCOCK BOULEVARD FOR THE CONSTRUCTION TRAFFIC IMPROVEMENTS.

WHEREAS, the Township of Pine (“the Township”) has plans to undertake a public improvement project that will impact private property owned by Radio Advertising, Co. of Pgh (Radio Advertising), in the form of a fee simple take area and a temporary construction easement, over a portion of the land alongside Babcock Boulevard;

WHEREAS, the impacted property is owned by Radio Advertising, identified as Parcel ID No. 2186-P-15. The land is currently undeveloped and has no set address;

WHEREAS, the specific area of the impacted property is in the front of the parcel, which abuts Babcock Boulevard;

WHEREAS, the Pennsylvania Eminent Domain Code, Act of June 22, 1964, P.L. 84, as amended, 26 P.S. 1-101, et seq., provides the complete and exclusive procedure to govern all government authority takings of private property for public use; and

WHEREAS, the Second Class Township Code at 53 P.S. § 67316 provides that the Township Board of Supervisors may by resolution seek to exercise eminent domain power for the purpose of a taking of the property for the intended and stated public use.

NOW THEREFORE, the Board of Supervisors of the Township of Pine hereby resolves as follows:

Section 1. The Township of Pine does hereby intend to take, for the purpose of the construction of traffic improvements, a portion of the property owned by Radio Advertising, located along Babcock Boulevard in the Township of Pine, Parcel ID No.

2186-P-15, which is depicted in the Appraisal Report of Nicholas King McConahy, as provided to the Township, and otherwise described within the drawings/plans prepared by Herbert, Rowland, & Grubic, Inc., dated March 2024. A copy of the appraisal report, with the plans/drawings, is attached hereto as Exhibit A.

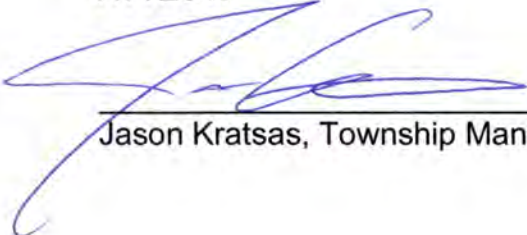
Section 2. All prior resolutions are hereby repealed in whole or in part to the extent inconsistent herewith.

Section 3. Via Deed in Fee Simple and Agreement for Temporary Construction Easement, the Township and Radio Advertising agreed to terms of an amicable resolution and sufficient consideration exchange associated with the acquisition described herein. A copy of the Agreement is attached as Exhibit B.

Section 4. This Resolution shall become effective upon adoption.

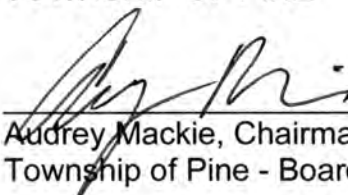
RESOLVED, this 7 day of OCTOBER, 2024.

ATTEST:



Jason Kratsas, Township Manager

TOWNSHIP OF PINE

By: 

Audrey Mackie, Chairman
Township of Pine - Board of Supervisors



NICKLAS KING McCONAHY
Real Estate Appraisers and Consultants

David J. King, MAI SRA
David E. McConahy, MAI
John F. King
Connor M. King
Raymond J. Nicklas (1929-2014)

August 5, 2024

Ms. Stacey L. Graf, P.E.
Assistant Township Manager
Township of Pine
230 Pearce Mill Road
Wexford, PA 15090

Dear Ms. Graf:

At your request and for the purpose of estimating fair market value, we performed an appraisal due to the fee simple take and temporary easement acquisition of the **Radio Advertising Property** located at:

Babcock Boulevard
Pine Township, Allegheny County, Pennsylvania 15044

Our appraisal included a personal inspection of the subject property, collection and analysis of current market data and the application of all appropriate techniques and approaches. This Appraisal Report was prepared in accordance with the Code of Ethics and Standards of Professional Practice of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice (USPAP). The appraisal is subject to the assumptions and limiting conditions attached. This appraisal will be used by Pine Township for negotiations and proceedings regarding a partial acquisition of the subject property.

It is our opinion that the market value of the total damages due to the partial acquisition at the subject property as of **August 1, 2024** was:

Valuation Summary		
Fee Simple Take Area	\$ 1,800	558 SF acquired for street improvement
Temporary Construction Easement (TCE)	\$ 250	534 SF for TCE
Total Damages	\$ 2,050	

The damages represent the loss in the value of the burdened property. Personal property and subsurface rights are not included in the strip take value estimate above.

Respectfully submitted,
NICKLAS KING McCONAHY

David E. McConahy, MAI
Pennsylvania Certified General Appraiser
Certificate Number GA000104L

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

Property Identification: Radio Advertising Property
Babcock Boulevard
Pine Township, Allegheny County, Pennsylvania 15044

Owner of Record: Radio Advertising Co. of Pgh.

Tax Identification Number: 2186-P-15

Description: This 20.814 acre level to gently rolling site fronts along Babcock Boulevard. The irregular shaped site has good visibility and frontage. It is vacant land and at the "T" intersection with Warrendale Road near Pine-Richland High School. The township and state are considering acquisition of a 0.0128 acre strip for a fee simple take and 0.0123 acres for a temporary construction easement.

Property Rights Appraised: Fee Simple Estate

Zoning: B-1, Rural Business District

Highest and Best Use: Commercial or mixed use

Date of Report: August 5, 2024
Date of Inspection: August 1, 2024
Effective Date of Value: August 1, 2024

Marketing/Exposure Time Estimate: Nine Months/Nine Months

Valuation Summary		
Fee Simple Take Area	\$ 1,800	558 SF acquired for street improvement
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Total Damages	\$ 2,050	

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Property Overview

PROPERTY IDENTIFICATION: Radio Advertising Property
Babcock Boulevard
Pine Township, Allegheny County, Pennsylvania 15044

OWNER OF RECORD: Radio Advertising Co. of Pgh.

INTENDED USE OF REPORT: This appraisal will be used by Pine Township for negotiations and proceedings regarding a partial acquisition of the subject property.

INTENDED USER/CLIENT OF REPORT: Stacey Graf of Pine Township. It is not to be relied upon by any third parties for any purpose whatsoever.

PURPOSE OF THE APPRAISAL: To estimate the market value of the real property on August 1, 2024. No personal property value is provided.

APPRAISAL DEVELOPMENT, SCOPE OF WORK AND REPORTING PROCESS:

- ... David E. McConahy, MAI, safely inspected the site on August 1, 2024 and flood, HRG survey, zoning and tax maps were reviewed.
- ... Additional information from developers, owners, brokers, and appraisers as well as properties appraised or reviewed by Nicklas King McConahy in the recent past were sources of additional data. CoStar, RealSTATs, Multi-List, ESRI data, and traffic maps were reviewed.
- ... Data was confirmed and analyzed and we applied the Sales Comparison Approach. None of the elements requiring direct capitalization were observed. A commercial or mixed use represents the highest and best use and commercial and apartment land sales were included for the strip take land analysis.
- ... This is a Partial Acquisition. The appraiser will determine the highest and best use for the subject property before and after the take and the highest and best use is the same in both cases. The appraiser is asked to consider all applicable approaches to value, but to develop and report only the approach or approaches necessary to produce a credible appraisal.

SALES HISTORY: To our knowledge, no sales, listings or agreements to sell the property exist or have occurred in the past five years.

DEFINITION OF FAIR MARKET VALUE: Fair market value is defined under Pennsylvania law as the price which would be agreed to by a willing and informed seller and buyer, taking into consideration, but not limited to, the following factors:

1. The present use of the property and its value for such use.
2. The Highest and Best Use.
3. The machinery, equipment and fixtures forming part of the real estate taken.
4. Other factors as to which evidence may be offered as provided by Article VII of the Pennsylvania Eminent Domain Code (Section 703 of the Pennsylvania Eminent Domain Code).

The comment to this section clarifies that a "willing" seller and buyer means that neither is under abnormal pressure or compulsion, and both have a reasonable time within which to act, and that an "informed" seller and buyer means that both are in possession of all the facts necessary to make an intelligent judgment.

There are similar definitions of fair market value in various recognized sources in the appraisal literature. The term "fair market value" is synonymous with "market value". This definition of Market Value is in accord with the general definitions that are present in any appraisal terminology. Implicit in these definitions is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated.
- Both parties are well informed or well advised and acting in what they consider their own best interest.
- A reasonable time is allowed for exposure in the open market.
- Payment is made in cash or its equivalent.
- Financing, if any, is on terms generally available in the community at the specified date and typical for the property type in its locale.
- The price represents a normal consideration for the property sold unaffected by special financing amounts and/or terms, services, fees, costs or credits incurred in the transaction.

DEFINITION OF FEE SIMPLE ESTATE: Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power ad escheat.¹

DEFINITION OF LEASED FEE ESTATE: The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.²

DESCRIPTION OF REAL ESTATE APPRAISED

Neighborhood Description: The subject property is located in Pine Township east of Perry Highway (Route 19) in Allegheny County. The population growth of Pine Township during the 1980s was only moderate compared to neighboring communities which were the first to benefit from the proximity of the city to the interstate highway corridor. Since 1990, Pine Township has reflected more explosive growth. The rise in population has been due to increased infrastructure and residential development, as well as commercial development along Perry Highway. The Central Business District in the City of Pittsburgh is less than a thirty-minute drive from the subject property. Over the past several decades there has been extensive commercial development to

¹The Dictionary of Real Estate Appraisal, Sixth Edition, page 90

²The Dictionary of Real Estate Appraisal, Sixth Edition, page 128

provide services to the increasing population. The 2020 Census figures show the population at 14,691.

POPULATION STATISTICS						
Municipality	1990	2000	Change	2010	2020	Change
Pine Township	4,048	7,683	+89.8%	11,497	14,961	+30.1%
McCandless	28,621	29,022	+1.4%	28,457	29,698	+4.36%
Franklin Park	9,874	11,364	+15.1%	13,470	15,479	+14.9%
Marshall Township	3,949	5,996	+51.8%	6,915	10,080	+45.8%
Bradford Woods	1,319	1,149	-12.9%	1,171	1,183	+1.03%

Source: U.S. Census

Pine Township provides all the municipal services such as police and volunteer fire companies. Also serving Pine Township and the northern suburbs is UPMC Passavant Hospital. North Park is a nearby 3,000 acre county operated park providing numerous recreational activities including swimming, boating, golfing and picnicking. A short distance south of the property is LaRoche College, a four-year accredited college offering numerous fields of study.

Pine Township is part of the Pine-Richland School District which was formed in 1958. In the 2020-2021 school year there were 4,579 students and 333 teachers. Pine-Richland was rated top 10 in western Pennsylvania.

Numerous retail developments have proven successful and adequately serve the neighborhood. One of the newer shopping centers known as Pine Trees Shoppes is located in front of a developing office plan and a large apartment complex. Directly across from Pine Trees Shoppes is the Village of Pine which is an expansive commercial and residential development on several hundred acres. The Village of Pine includes a Giant Eagle store, several strip retail buildings with a high level of occupancy, and numerous banks and restaurants. Nearby is the Oxford Athletic Club which is located to the rear of the Village of Pine. Office occupancy in the area is higher than the entire Pittsburgh market. In 2018 a \$700 million construction project started for the AHN Wexford Hospital along Perry Highway in the heart of Wexford and situated in front of the Wexford Health & Wellness Pavilion. The state-of-the-art hospital is complete with 160 beds, emergency room, labor/delivery room and other specialty departments.

Perry Highway is the main commercial route leading north and south through Pine Township and extending to the south into McCandless Township and to the northwest into Marshall Township and Cranberry Township. The long-awaited project to improve 2.3 miles of Route 19 known as Wexford Flats was finished in 2012 and cost more than \$18 million. The road widening, turning lanes and sidewalks have improved safety for this four-lane road that has more than 28,000 vehicles per day.

The subject property is located along Babcock Boulevard and this area is to be improved by PennDOT and Pine Township in 2025. The subject is vacant land. It is in a desirable location and surrounding uses include residential housing plans, Shell gas station with Natoli's convenience store, offices, Pine-Richland High School, farmland, pizza shop, and vacant land. Pine Township is a growing community where median household income far exceeds the median income for the county or the state.

Neighborhood Aerial View



Property Description (Before the Taking):

Location - The vacant property is located along Babcock Boulevard in Pine Township, Allegheny County, Pennsylvania 15044.

Site Size - The subject site is one tax parcel that contains 20.814 acres. The HRG drawings showing the 558 square foot acquisition area were reviewed.

Zoning - The subject is zoned B-1 Rural Business District.

Shape/Topography - The subject is level to gently rolling and the area to be taken is 5' from the street at the northernmost area of the property along Babcock Boulevard. The subject is an irregular shaped parcel. Babcock Boulevard has about 8,000 cars per day.

Utilities - All municipal utilities are at or near the subject property.

Easements - No known easements exist which adversely affect the property.

Access/Visibility - The property has good access and visibility for travelers along Babcock Boulevard.

Flood Zone - The subject is located in a low flood risk area according to FloodSource Map #42003C0045H for Pine Township dated September 26, 2014.

Environmental/Subsurface Conditions - We assume that no adverse environmental conditions exist on the site. No subsurface rights are included in our value.

Aerial View



Real Estate Taxes: The subject property is identified as tax parcel #2186-P-15 and has a total assessment of \$13,700. The total real estate taxes are \$347 and the taxes are substantially low. The common level ration is 1.9 so the county real estate market value is only \$26,030.

Property Description (After the Taking):

The 20.814 acres will have a small 558 square foot fee simple take along the northernmost portion of its Babcock Boulevard frontage. The desirability and functional utility of the subject property is reduced due to the fact that this area will be slightly smaller. The township plans to use the acquisition for road and visibility improvement. 0.0123 acres or 534 square feet will be needed for a temporary easement.

HIGHEST AND BEST USE

Highest and Best Use is defined as the reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.

The highest and best use of a specific parcel of land does not depend on subjective analysis by the property owner, the developer, or the appraiser. The value of real property is influenced by the interaction of the basic forces that motivate human activity; the highest and best use analysis is an interpretation of these forces, and an economic study of the market in which the property is located. The conclusions reached provide the basis for market value analysis.

In order to satisfy the requirements of highest and best use, four criteria must be considered. Highest and best use must be:

1. Legally permissible;
2. Physically possible;
3. Financially feasible; and
4. Maximally productive.

It is necessary to distinguish between the highest and best use of the site as though vacant, and the property as improved; the highest and best use may be determined to be different than the existing use. To reach a credible opinion of highest and best use, the appraiser must, in every case, consider the location and physical characteristics of the site, the design, condition and probable economic life of

existing improvements, neighborhood trends, environmental conditions, and governmental controls and regulations, all as they relate to the basic principles of real property valuation.

Before the Taking: The subject is zoned B-1 Rural Business District and the site is vacant. Permitted uses are mostly commercial and include group homes, mixed uses, offices, retail, church, restaurants, banks, day care, vet clinics and nursing homes. The 20.814 acre vacant site is suited for a commercial use or a use than can incorporate commercial with office, clinic, group care, or restaurants. The subject property is level to gently rolling and at an intersection. Babcock Boulevard has about 8,000 cars per day and is a state maintained road (PennDOT). This is not a busy road so prime commercial development is not in the immediate future. The subject has good visibility and accessibility. Public sewers are across the road. The Highest and Best Use is for commercial or mixed use.

After The Taking: The Highest and Best Use is the same after the taking but the desirability is slightly less due to the reduced size (558 square feet) due to the fee simple taking. This long, narrow taking area is only 5' deep and has minimal impact. Sufficient room remains on the site for a substantial development.

SUMMARY OF ANALYSIS AND VALUATION BY STRIP TAKING

The strip take value was estimated based upon recent commercial land sales in nearby municipalities. The five sales below indicate a price range of \$109,123 to \$410,846 per acre and occurred between 2019 and 2022. The land sales, map and adjustment grid are on the following pages.

COMPARABLE LAND SALES SUMMARY TABLE

No.	Location	Sale Date	Price	Size in Acres	Price/Acre	Comparison to Subject
1.	1009 North Boundary Road	11/02/2022	\$1,500,000	7.410	\$202,429	Superior
2.	Route 228 @ Weatherburn Drive	11/08/2021	\$3,257,990	29.856	\$109,123	Inferior
3.	2000 Brandt Drive	09/10/2021	\$3,059,526	13.525	\$226,213	Superior
4.	Unionville Road	11/04/2020	\$3,271,034	13.830	\$236,517	Superior
5.	Millers Run Road	11/01/2019	\$3,500,000	8.519	\$410,846	Superior

Summary of Analysis and Valuation for Strip Taking: A negative impact due to the 558 square feet fee simple take exists since this is level frontage. Considering this, we utilized land sales to estimate the value of the taking. The property will be less desirable but the site will still be functional for development. The fair market value after the taking was \$140,000 per acre or \$1,800 as of August 1, 2024.

Valuation Summary		
Fee Simple Take Area	\$ 1,800	558 SF acquired for street improvement

Discussion of Sales: These properties include commercial land sales over the past five years. The sales support \$140,000 per acre (\$3.21/SF) for this vacant tract in northern Pine Township. Land values in this area are increasing. All of the sales required a time of sale adjustment since they occurred more than one year prior to the effective date.

Land Sale #1 is a 7.41 acre site on North Boundary Road near the corner with Route 19. This is a mixed use commercial corridor like the subject and the buyer plans to get the zoning changed to PRD. It has all municipal utilities and the buyer plans to build 68 LIHTC apartment units in two buildings. It sold for \$1,500,000 or \$202,429 per acre and is the most recent of the five sales. The location is smore desirable and it has visibility from Route 19 with over 20 cars per day.

Land Sale #2 is a 29.856 acre parcel fronting on Route 228 and the front portion (5.7 acres) is in the Commercial Overlay District. The balance of 24.156 acres is zoned residential and is planned

for 49-townhouse lots. An adjoining 20 acre parcel was purchased for \$923,100, is improved with a house, but the property will be developed with 69-townhouse lots in conjunction with the 20 lots on this parcel. Both properties, totaling 49.856 acres sold for \$4,181,090 (\$83,863 per acre) or \$30,298 per unit (138 units). The total property will have 5.70 acres of commercial land and 138 townhome lots. It sold for \$3,257,990 or \$109,123 per acre and is more desirable due to better location, smaller size and utility access.

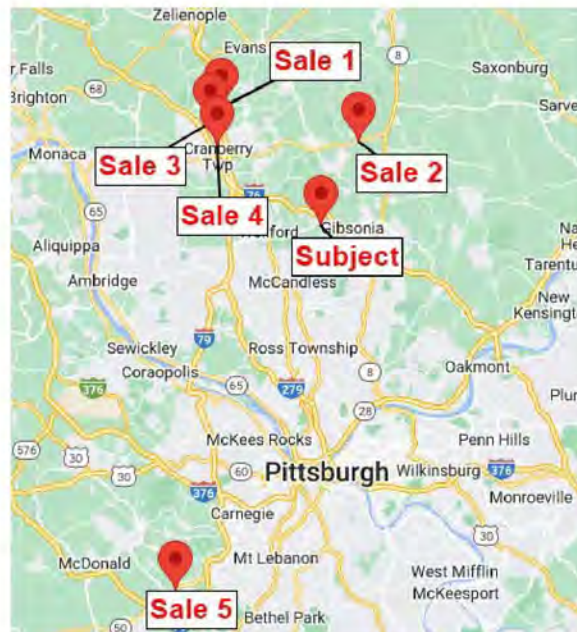
Land Sale #3 is a 13.525 acre property located at the terminus off of Route 19 in Cranberry Township. It was improved with two metal garages that the buyer reports will be razed. Construction in Phase I will have a six building, 264 multifamily unit complex. Phase II will include a clubhouse, pool, three parklets and a mixture of surface and garage parking. Improvements to Brandt Drive will be needed before development. Access to Thomson Park Drive may require a stream or wetland crossing. It sold for \$3,059,526 or \$226,213 per acre and is in a better location.

Land Sale #4 is multiple parcels that are part of the same plan and combine for 9.59 acres. These phases of the mixed-use Meeder Plan will include 9 townhouses and 50 single-family lots in phases 7, 10 and 11 at the northwest corner. Phases 5 and 6 will have 49 townhouses on 4.24 acres in the southwest corner of the plan. It is a prepared and level 13.83 acre tract in the heart of Cranberry Township. The Meeder Plan has 637 units proposed plus over 60,000 square feet of commercial space. It sold for \$3,271,034 or \$236,517 per acre and it has a better overall topography and utility when compared to the subject.

Land Sale #5 is an 8.519 acre tract that was once a cinema (Star City) that was razed several years ago. The site has direct access to a signalized intersection at Route 51 next to an I-79 exit. The buyer plans a four-building development featuring 49,000 square feet. It sold for \$3,500,000 or \$410,846 per acre. It is level and at the I-79 exit so the location is far superior to the subject. It is also much smaller than the subject and surrounded by national tenants.

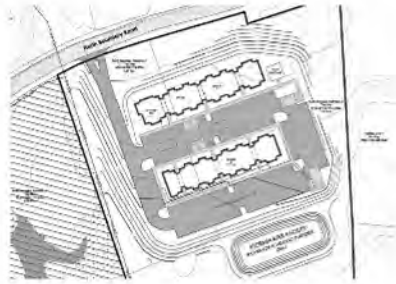
Land Sales #1 and #2 are the most recent and most similar on a per acre basis. The adjusted price per acre for the five sales is \$130,839 to \$172,185 in the following grid. The fair market value was supported at \$140,000 per acre for the strip of land based on the Sales Comparison Approach.

Sales Map



LAND SALES ADJUSTMENT GRID - Strip Taking

SUBJECT	1	2	3	4	5	
Address	Babeock Boulevard Pine Twp, PA	N. Boundary Road Cranberry Twp, PA	Rt 228 @ Weatherburn Middlesex Twp, PA	Unionville Road Cranberry Twp, PA	2000 Brandt Drive Cranberry Twp, PA	Millers Run Road S Fayette Twp, PA
		\$1,500,000	\$3,257,990	\$3,271,034	\$3,039,526	\$3,500,000
Property Rights	Fee Simple	Typical	Typical	Typical	Typical	Typical
Conditions of Sale	N/A	Typical	Typical	Typical	Demo \$20,000	Typical
Financing Terms	N/A	Typical	Typical	Typical	Typical	Typical
Sale Price	N/A	\$1,500,000	\$3,257,990	\$3,271,034	\$3,059,526	\$3,500,000
Acres	20.814	7.41	29.856	13.83	13.525	8.519
Price/Unit	N/A	\$202,429	\$109,123	\$236,517	\$226,213	\$410,846
Market Condition	08/2024	11/2022 6%	11/2021 9%	11/2020 12%	09/2021 9%	11/2019 15%
Adjusted \$/Acre		\$214,575	\$118,945	\$264,899	\$246,572	\$472,473
Location	Good -	Superior -15%	Superior -5%	Superior -20%	Superior -20%	Superior -45%
Utility/Topography	Avg + / Good	Superior -10%	Inferior 5%	Superior -10%	Superior -10%	Superior -15%
Zoning	Average	Similar 0%	Inferior 10%	Superior -5%	Superior -5%	Superior -10%
Net Adjustment		-25% (\$53,644)	10% \$11,894	-35% (\$92,715)	-35% (\$86,300)	-70% (\$330,731)
Adjusted \$/Acre		\$160,931	\$130,839	\$172,185	\$160,272	\$141,742

Land Sale No. 1**Property Identification**

Record ID 4882
Property Type Multifamily, Affordable
Property Name Boundary Lofts
Address 1009 North Boundary Road, Cranberry Twp, Butler County, Pennsylvania 16066
Location North
Tax ID 130-4F106-17FA, 17FB

Sale Data

Grantor North Boundary Partners LP
Grantee Boundary Lofts LP
Sale Date November 02, 2022
Deed Book/Page 202211030022911
Sale History June 17, 2008 for \$750,000
Verification NKM Appraisal; Grantee; Courthouse Records
Sale Price \$1,500,000

Land Data

Zoning SU-1 Special Use; Streetscape Overlay
Topography Slight Downward Slope
Utilities All
Shape Irregular

Land Size Information

Gross Land Size 7.410 Acres or 322,780 SF
Planned Units 68

Indicators

Sale Price/Gross Acre \$202,429
Sale Price/Gross SF \$4.65
Sale Price/Planned Unit \$22,059

Remarks

The 7.41 acres and is on the south side of North Boundary Road near the corner with Route 19. This is a mixed-use corridor and the buyer plans to get the zoning changed to PRD. The density will be 9.2 units per acre. It has all municipal utilities and the buyer plans to build 68 LIHTC apartment units in two buildings.

Land Sale No. 2**Property Identification**

Record ID	4864
Property Type	Commercial, Mixed Use
Property Name	Sienna Village 2
Address	Route 228 @ Weatherburn Drive, Middlesex Twp, Butler County, Pennsylvania 16059
Tax ID	230-3F57-14, 14E

Sale Data

Grantor	Gigliotti Holdings LP
Grantee	Sienna Village 2 LLC
Sale Date	November 08, 2021
Deed Book/Page	20211170032251
Verification	Deed; Sales Agreement
Sale Price	\$3,257,990

Land Data

Zoning	Residential/Commercial Overlay
Topography	Sloping
Utilities	All

Land Size Information

Gross Land Size	29.856 Acres or 1,300,527 SF
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Indicators

Sale Price/Gross Acre	\$109,123
Sale Price/Gross SF	\$2.51

Remarks

This 29.856 acre parcel fronts on Route 228 and is divided by Weatherburn Drive. The front portion (5.7 acres) is in the Commercial Overlay District. The balance of 24.156 acres is zoned residential and is planned for 49-townhouse lots. An adjoining 20 acre parcel was purchased for \$923,100, is improved with a house, but the property will be developed with 69-townhouse lots in conjunction with the 20 lots on this parcel. Both properties, totaling 49.856 acres sold for \$4,181,090 (\$83,863 per acre) or \$30,298 per unit (138 units). The total property will have 5.70 acres of commercial land and 138 townhome lots.

Land Sale No. 3**Property Identification**

Record ID	4811
Property Type	Multifamily
Property Name	Felson Apartments
Address	2000 Brandt Drive, Cranberry Twp, Butler County, Pennsylvania 16066
Location	North
Tax ID	130-4F108-26AG

Sale Data

Grantor	Real Estate Dev. Assoc.
Grantee	RPG Cranberry LLC
Sale Date	September 10, 2021
Deed Book/Page	202109100025808
Sale History	Dec. 2019 for \$1,700,000
Verification	Courthouse Records; Township Records

Sale Price	\$3,039,526
Upward Adjustment	\$20,000 Demolition
Adjusted Price	\$3,059,526

Land Data

Zoning	C-3 and SU-1 Districts
Topography	Rolling
Utilities	All
Shape	Irregular

Land Size Information

Gross Land Size	13.525 Acres or 589,149 SF
Planned Units	264

Indicators

Sale Price/Gross Acre	\$224,734 Actual or \$226,213 Adjusted
Sale Price/Gross SF	\$5.16 Actual or \$5.19 Adjusted
Sale Price/Planned Unit	\$11,513 Actual or \$11,589 Adjusted

Remarks

This 13.525 acre property is located at the terminus of Brandt Drive, off Route 19 and has some frontage on Thomson Park Drive. It was improved with two metal garages that the buyer reports will be razed. Construction is beginning on Phase I with a six building, 264 multifamily apartment complex. Phase II is scheduled to be voted on by the supervisors and will include a clubhouse, pool, three parklets and a mixture of surface and garage parking. The density is 19.5 units per acre. Improvements to Brandt Drive will be needed before development. Access to Thomson Park Drive may require a stream or wetland crossing. The prior sale was for \$1,700,000 in Dec. 2019.

Land Sale No. 4**Property Identification**

Record ID	4638
Property Type	Multifamily
Property Name	Meeder Plan
Address	Unionville Road, Cranberry Twp, Butler County, Pennsylvania 16066
Location	North
Tax ID	Various

Sale Data

Grantor	Cranberry Meeder Partners LLC
Grantee	Rochester Road Investment Co.
Sale Date	November 04, 2020
Deed Book/Page	202011090025737
Verification	RealSTATs; Cranberry Township Officials; Deed
Sale Price	\$3,271,034

Land Data

Zoning	CCD-2
Topography	Level
Utilities	All
Shape	Irregular

Land Size Information

Gross Land Size	13.830 Acres or 602,435 SF
Planned Units	108

Indicators

Sale Price/Gross Acre	\$236,517
Sale Price/Gross SF	\$5.43
Sale Price/Planned Unit	\$30,287

Remarks

The multiple parcels are part of the same plan and combine for 9.59 acres or a density of 5.7 units per acre. These phases of the mixed-use Meeder Plan will include 9 townhouses and 50 single-family lots in phases 7, 10 and 11 at the northwest corner. Phases 5 and 6 will have 49 townhouses on 4.24 acres in the southwest corner of the plan. It is prepared and level 13.83 acre tract in the heart of Cranberry Township. The Meeder Plan has 637 units proposed plus over 60,000 square feet of commercial space.

Land Sale No. 5



Property Identification

Record ID	4497
Property Type	Commercial
Property Name	Piazza Properties, LLC
Address	Millers Run Road, South Fayette Twp, Allegheny County, Pennsylvania 15017
Location	South
Tax ID	256-R-3

Sale Data

Grantor	South Fayette Township
Grantee	Piazza Properties, LLC
Sale Date	November 01, 2019
Deed Book/Page	17824/189
Verification	RealSTATs; CoStar; Pittsburgh Business Times
Sale Price	\$3,500,000

Land Data

Zoning	C-2, Highway Commercial
Topography	Level
Utilities	All
Shape	Irregular

Land Size Information

Gross Land Size	8.519 Acres or 371,088 SF
Actual/Planned Building SF	49,000

Indicators

Sale Price/Gross Acre	\$410,846
Sale Price/Gross SF	\$9.43
Sale Price/Planned Bldg. SF	\$71.43

Remarks

The 8.519 acre tract was once a cinema (Star City) that was razed several years ago. The site has direct access to a signalized intersection at Route 51 next to an I-79 exit. The buyer plans a four-building development featuring 49,000 square feet.

Valuation of Temporary Taking: The Temporary Take is valued based upon income analysis for the period of two years. This amount is effectively rent for the period of time the construction easement is needed. The contributory value of the subject land is \$3.21 per square foot or \$140,000 per acre. We capitalized it at 7% for two years and the conclusion is \$250.

Valuation Summary (534 square feet temporary easement)

$$\begin{aligned}
 534 \text{ SF} \times \$3.21/\text{SF} &= \$1,714 \text{ (Value)} \\
 \text{Value} \times \text{Annual Return} \times \text{Years} &= \text{(Loss)} \\
 \$1,714 \times 0.07 \times 2 &= \$250 \text{ (rounded)}
 \end{aligned}$$

Total Damages from Temporary Taking = \$250

RECONCILIATION: We used the sales comparison approach to estimate the value of the land. Five commercial and sales from nearby communities are included and support our conclusions.

It is our opinion that the market value of the total damages due to the partial acquisition at the subject property as of **August 1, 2024** was:

Valuation Summary		
Fee Simple Take Area	\$ 1,800	558 SF acquired for street improvement
Temporary Construction Easement (TCE)	\$ 250	534 SF for TCE
Total Damages	\$ 2,050	

The damages represent the loss in the value of the burdened property. Personal property and subsurface rights are not included in the strip take value estimate above.

MARKETING/EXPOSURE TIME: Recent sales indicated that the typical exposure time (i.e., the length of time the subject property would have been exposed for sale in the market had it sold at the market value concluded in this analysis as of the date of this valuation) would have been about nine months. The estimated marketing time (i.e., the amount of time it would probably take to sell the subject property if exposed in the market beginning on the date of this valuation) is also estimated by market data to be nine months.

STATEMENT OF COMPETENCY: I, David E. McConahy, MAI, have defined the purpose and scope of this appraisal and this report is in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP). My experience in the field of appraisals has afforded me the opportunity to value scores of multifamily and commercial properties for easement acquisition near the subject in the past 60 months. My educational credentials, perception of the area market, previous appraisals of similar properties and knowledge of current market trends have given me the expertise to perform this appraisal.

ADDENDUM

SUBJECT PHOTOGRAPHS



Babcock Boulevard and subject property



Area of taking along Babcock Boulevard



New residential plan across street from subject property



Babcock Boulevard facing west toward subject property

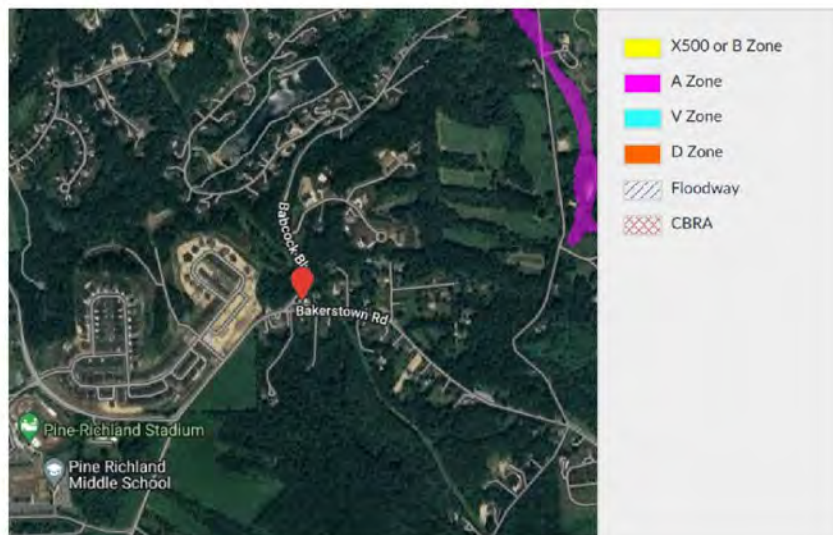
5045 BAKERSTOWN RD GIBSONIA, PA 15044-9494

LOCATION ACCURACY: 📍 Excellent

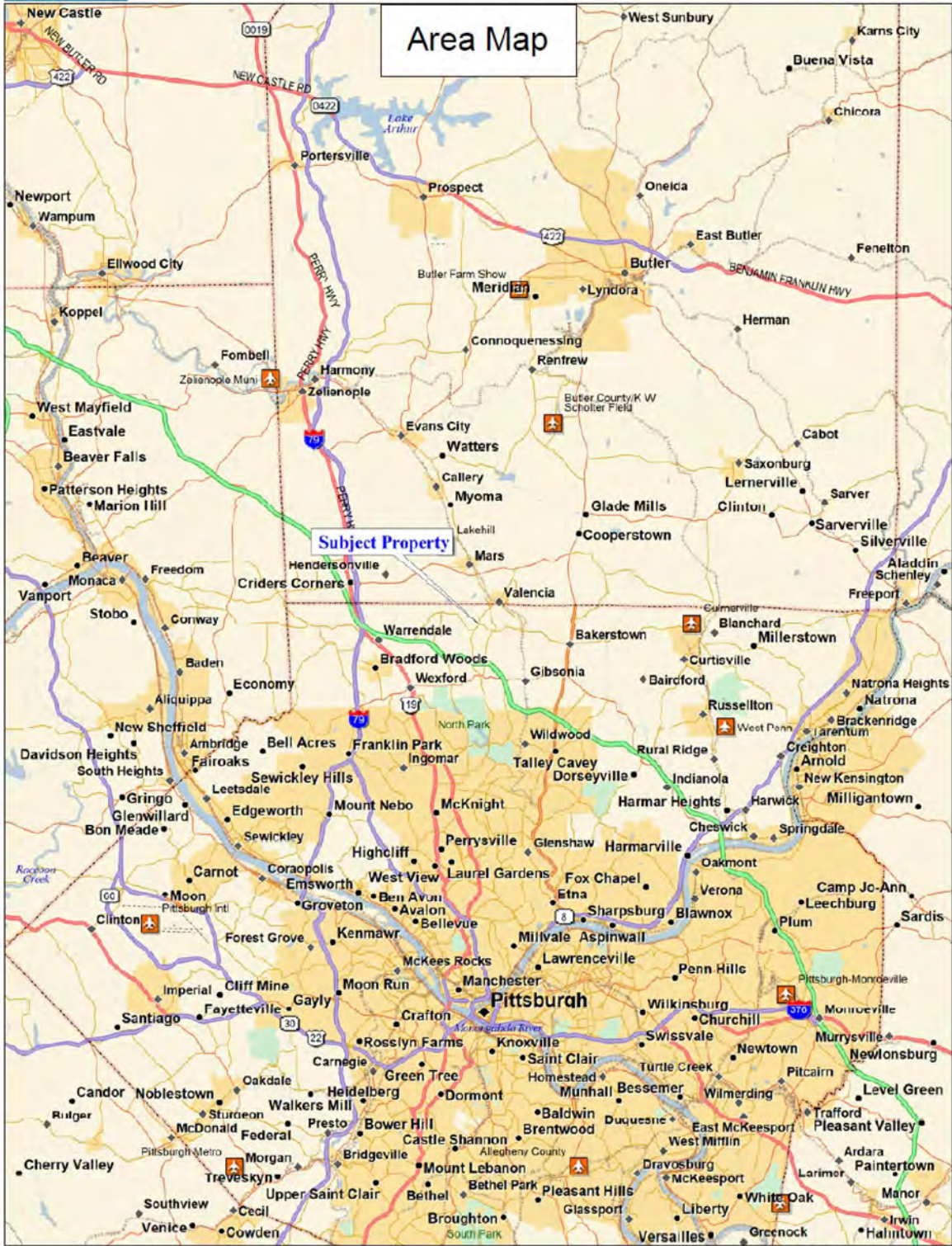
Flood Zone Determination Report

Flood Zone Determination: **OUT**

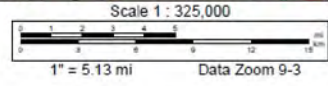
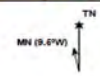
COMMUNITY	421094	PANEL	0045H
PANEL DATE	September 26, 2014	MAP NUMBER	42003C0045H



Area Map

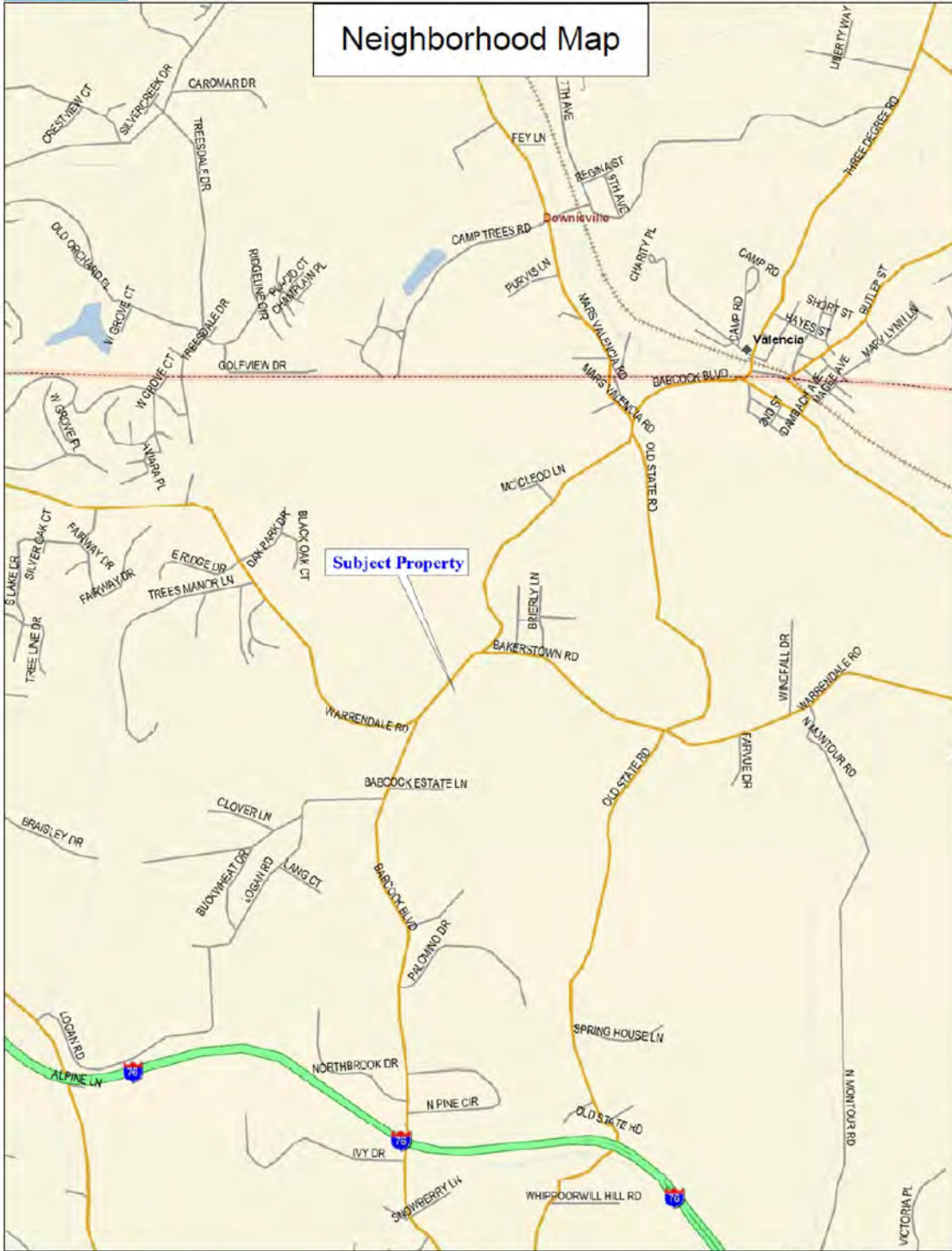


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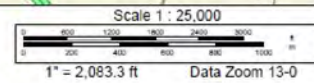




Neighborhood Map



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www.delorme.com



PIN: 2186P00015000000



7/15/24, 11:27 AM

Real Estate | General Information | Allegheny County

Parcel ID: 2186-P-00015-0000-00
 Property Address: BARCOCK BLVD
 GIBSONIA, PA 15044

Municipality: 935 Pine
 Owner Name: RADIO ADVERTISING CO OF PGH

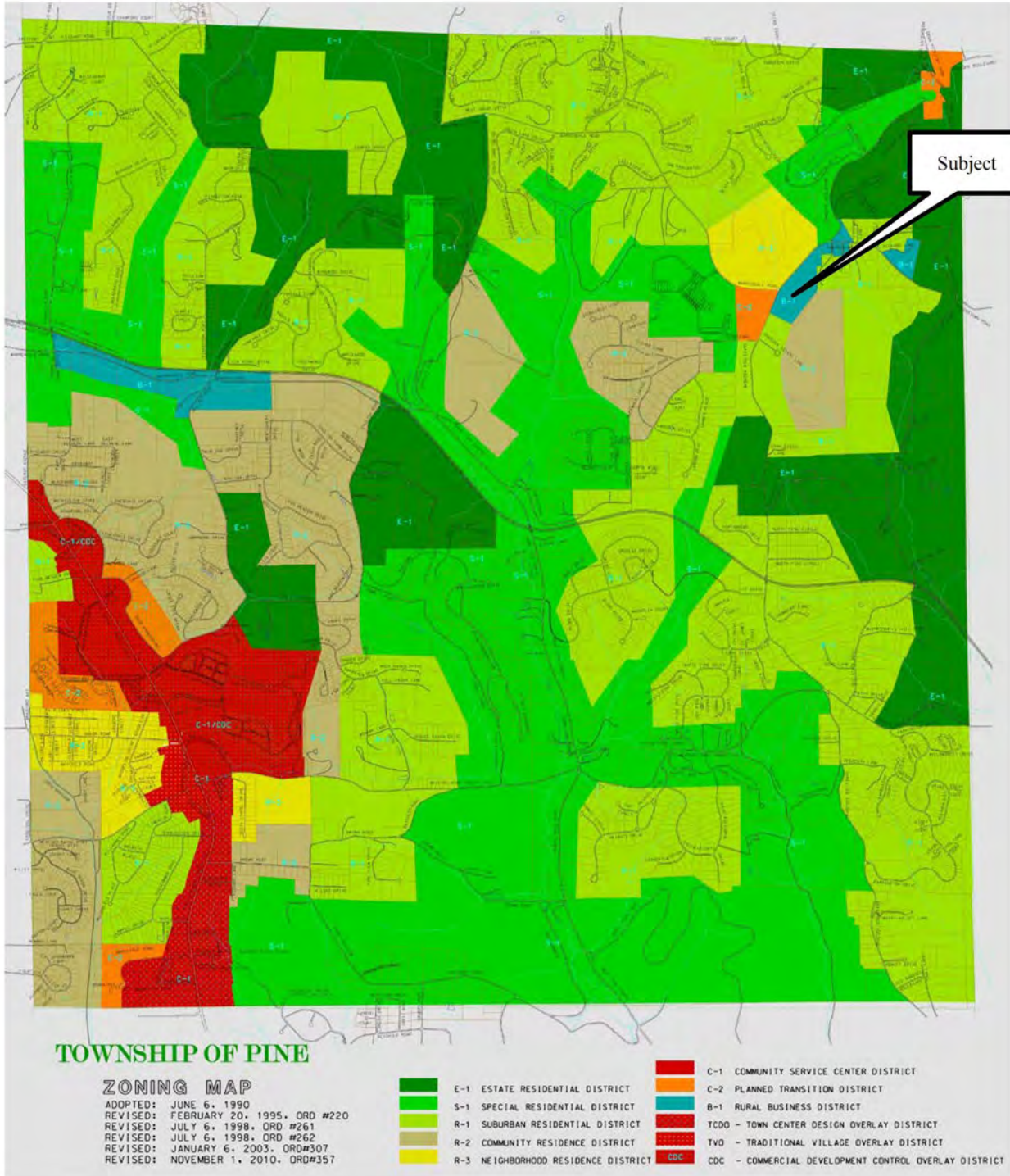
School District:	Pine-Richland	Neighborhood Code:	93504
Tax Code:	Taxable	Owner Code:	CORPORATION
Class:	RESIDENTIAL	Recording Date:	
Use Code:	VACANT LAND	Sale Date:	
Homestead*:	No	Sale Price:	\$0
Farmstead:	No	Deed Book:	
Clean And Green:	Yes	Deed Page:	
Other Abatement:	No	Lot Area:	20.8140 Acres

* If this property had a recent sale or deed change the "YES" that is showing may apply to the prior owner.
 New owners wishing to receive the abatement must apply.
 The deadline to apply is March 1st of each year.
 Details may be found on the [County's abatement page](#).

2024 Full Base Year Market Value		2024 County Assessed Value	
Land Value	\$108,400	Land Value	\$13,700
Building Value	\$0	Building Value	\$0
Total Value	\$108,400	Total Value	\$13,700
2023 Full Base Year Market Value		2023 County Assessed Value	
Land Value	\$108,400	Land Value	\$13,700
Building Value	\$0	Building Value	\$0
Total Value	\$108,400	Total Value	\$13,700

Address Information

Owner Mailing: 2155 HYCROFT DR
 PITTSBURGH, PA 15241-2213



Overview

North Pittsburgh/Rte 19 Retail

12 Mo Deliveries in SF	12 Mo Net Absorption in SF	Vacancy Rate	Market Asking Rent Growth
10K	(21.5K)	1.9%	-2.8%

The North Pittsburgh/Rte 19 retail submarket has a vacancy rate of 1.9%. This vacancy rate is 0.2% higher than it was this time last year. There has been 22,000 SF of negative absorption and 1,500 SF of net deliveries. Rents have decreased 2.8% in the past 12 months and are currently around \$20.00/SF.

Nothing is under construction in the North Pittsburgh/Rte 19 retail submarket. In the past year, there have been 21 sales, which have traded for approximately \$15.8 million in volume and 170,000 SF in stock.

Vacancy is 1.4% in general retail buildings, and there has been 3,400 SF of negative absorption in this asset class over the past year. No vacancies were reported in malls, and absorption has been flat in this asset class over the past year. Vacancy is 0.4% in power centers, and 27,000 SF has been absorbed in this asset class over the past year. Vacancy is 6.3% in neighborhood centers, and there has been 52,000 SF of negative absorption in this asset class over the past year.

Rents are around \$18.20/SF in general retail buildings, \$33.00/SF in malls, \$19.10/SF in power centers, \$19.30/SF in strip centers, and \$21.00/SF in neighborhood centers. Rent growth was -3.5% in general retail buildings, -1.8% in malls, -2.1% in power centers, -2.9% in strip centers, and -2.3% in neighborhood centers.

Current vacancy is lower than its trailing three-year average of 2.0%, which is also lower than the Pittsburgh market trailing three-year average of 4.2%. Rents have increased 1.4% over the past three years, higher than the Pittsburgh market average of 0.0%. There have been 89 sales over the past three years, amounting to \$65.1 million in volume and 490,000 SF of inventory.

CoStar's estimated cap rate for North Pittsburgh/Rte 19 has averaged 7.2% over the past three years, which is lower than the current estimated cap rate of 7.4%.

The total North Pittsburgh/Rte 19 retail submarket comprises 13.4 million SF of inventory.

KEY INDICATORS

Current Quarter	RBA	Vacancy Rate	Market Asking Rent	Availability Rate	Net Absorption SF	Deliveries SF	Under Construction
Malls	1,468,397	0%	\$32.88	0%	0	0	0
Power Center	2,091,313	0.4%	\$19.08	1.0%	0	0	0
Neighborhood Center	2,419,978	6.3%	\$21.06	6.5%	(49,660)	0	0
Strip Center	478,637	0.7%	\$19.26	1.4%	0	0	0
General Retail	6,974,107	1.4%	\$18.21	2.0%	1,656	0	0
Other	0	-	-	-	0	0	0
Submarket	13,432,432	1.9%	\$20.50	2.4%	(48,004)	0	0

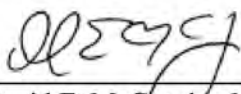
Annual Trends	12 Month	Historical Average	Forecast Average	Peak	When	Trough	When
Vacancy Change (YOY)	0.2%	3.1%	2.0%	6.2%	2007 Q2	1.5%	2017 Q1
Net Absorption SF	(21.5K)	126,122	(14,440)	525,567	2008 Q2	(69,500)	2019 Q3
Deliveries SF	10K	114,814	5,483	400,544	2006 Q4	3,146	2022 Q1
Market Asking Rent Growth	-2.8%	0.8%	-1.2%	3.6%	2008 Q3	-3.8%	2007 Q3
Sales Volume	\$14.8M	\$28.7M	N/A	\$66.2M	2018 Q3	\$1.6M	2007 Q2

CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and is my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Uniform Standards of Professional Appraisal Practice of the Appraisal Institute.
- This appraisal is in full compliance with all antidiscrimination laws and regulations as required by the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, I, David E. McConahy, have completed the continuing education program for designated members of the Appraisal Institute.
- I, David E. McConahy, made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification.
- The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

I, David E. McConahy, have performed no services, as appraiser or in any other capacity, regarding the property that is the subject of this appraisal report within the prior three years immediately preceding acceptance of this appraisal assignment.



 David E. McConahy, MAI
 Pennsylvania Certified General Appraiser
 Certificate #GA000104L

August 5, 2024

 Date

QUALIFICATIONS OF DAVID E. McCONAHY, MAI

EMPLOYMENT HISTORY:

- 1997 to Present - Nicklas King McConahy - Partner
- 1987 to 1996 - Nicklas King and Company as commercial and industrial real estate appraiser

DESIGNATIONS AND POSITIONS:

- 1996 - MAI - Member of Appraisal Institute
- 1996 to 2004 - Board of Directors - Pittsburgh Metropolitan Chapter of the Appraisal Institute; Serving as Chapter President in 2003
- 2000 to Present - Zoning Hearing Board for Jackson Township; President 2014 to Present
- 2002 to 2004 - Elder, Cranberry Community United Presbyterian Church
- 1995 to 2000 - Building Committee, Chairman, Cranberry Community United Presbyterian Church

LICENSES/CERTIFICATIONS:

- Pennsylvania Certified General Appraiser No. GA000104L
- Ohio Certified General Appraiser No. 422275
- West Virginia Certified General Appraiser No. 211
- Michigan Certified General Appraiser No. 1205072508
- Kentucky Certified General Appraiser No. 004319
- South Carolina Certified General Appraiser No. CG-6676
- Georgia Certified General Appraiser No. 342821
- Tennessee Certified General Appraiser No. 00004650
- North Carolina Certified General Appraiser No. A8310
- Virginia Certified General Appraiser No. 4001016987
- Illinois Certified General Appraiser No. 553.002804
- Pennsylvania Licensed Real Estate Broker No. AB051796L

EDUCATION: Bethany College, Bethany, West Virginia, Graduated 1987
Bachelor of Arts - Economics

Appraisal Institute - Classes

- | | | |
|--|---|------------------|
| Capitalization Theory, Part A | - | Pittsburgh, PA |
| Capitalization Theory, Part B | - | Gainesville, FL |
| Real Estate Appraisal Principles | - | Pittsburgh, PA |
| Case Studies | - | Boulder, CO |
| Standards of Professional Practice, Part A | - | Pittsburgh, PA |
| Basic Valuation Techniques | - | Pittsburgh, PA |
| Standards of Professional Practice, Part B | - | Pittsburgh, PA |
| Appraisal Report Writing | - | Indianapolis, IN |
| Highest and Best Use and Market Analysis | - | Pittsburgh, PA |
| Business Practices and Ethics | - | Philadelphia, PA |

Selected Recent Seminars

- | | |
|---|-------------------------------------|
| Affordable Housing Valuation | Analyzing Operating Expenses |
| Valuation of Detrimental Conditions | Appraising the Tough Ones |
| Appraisal of Local Retail Properties | Analyzing Com. Lease Clauses |
| Appraisal of Non-Conforming Properties | Evaluating Residential Construction |
| Strategies for Appealing Tax Assessment | Appraisal Review - General |
| Marcellus Gas/Mineral Rights Issues | National USPAP Update Course |
| Listing, Selling, Valuing Land/Subsurface Interests | Analyzing Distressed Real Estate |
| Unconscious Bias for the Appraisal Profession | Appraising Apartments |
| Expert Witness Testimony for Appraisers | COVID's Impact on Real Estate |

APPRAISAL AND CONSULTING EXPERIENCE:

General real property consulting and valuation of commercial, industrial, residential and special purpose properties including manufactured housing parks, low income housing tax credit (LIHTC) apartments, self-storage facilities, car washes, convenience stores, hotels, schools, manufacturing plants, single tenant (net lease), offices, and golf courses over the past thirty years; also served many developers, lending institutions and government agencies as a consultant and expert witness. These assignments were performed in Pennsylvania, Ohio, West Virginia, Maryland, New York, Delaware, Michigan, Kentucky, Florida, Arkansas, New Jersey, Illinois, Virginia, Georgia, North Carolina, South Carolina, Indiana, Tennessee, Wisconsin and Washington DC.

DISPLAY THIS CERTIFICATE PROMINENTLY • NOTIFY AGENCY WITHIN 10 DAYS OF ANY CHANGE

Commonwealth of Pennsylvania
Department of State
Bureau of Professional and Occupational Affairs
PO BOX 2649 Harrisburg PA 17105-2649

23 0007754

License Type
 Certified General Appraiser

DAVID EUGENE MCCONAHY
NICKLAS KING MCCONAHY
 20280 RT 19
 UNIT 7
 CRANBERRY TOWNSHIP, PA 16066



License Status
 Active

Initial License Date
 07/01/1991

License Number
 GA000104L

Expiration Date
 06/30/2025

Arion R. Claggett

Acting Commissioner Arion R. Claggett

[Handwritten Signature]

Signature

ALTERATION OF THIS DOCUMENT IS A CRIMINAL OFFENSE UNDER 18 PA.C.S. § 4911

ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's files. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.

ASSUMPTIONS AND LIMITATIONS OF APPRAISAL

No responsibility is assumed for the legal description provided or for matters pertaining to legal or title considerations. Title to the property is assumed to be good and marketable, unless otherwise stated.

The property is appraised free and clear of any or all liens or encumbrances, unless otherwise stated.

Responsible ownership and competent property management are assumed.

APPRAISAL IS NOT A SURVEY

It is assumed that the subject's improvements, if any, are built within the boundaries of the property described and applicable building lines. And further, it is assumed that there is no encroachment or trespass onto adjacent or contiguous properties unless noted.

No survey of the property has been made by the appraiser, and no responsibility is assumed in connection with such matters. Any maps, plats, or drawings reproduced and included in this report are intended only for the purpose of showing spatial relationships. The reliability of the information contained on any such map or drawing is assumed by the appraiser and cannot be guaranteed to be correct. A surveyor should be consulted if there is any concern on boundaries, setbacks, encroachments, or other survey matters.

APPRAISAL IS NOT A LEGAL OPINION

It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws, unless noncompliance is stated, defined, and considered in the appraisal report. A comprehensive examination of laws and regulations affecting the subject property was not performed for this appraisal.

It is assumed that the property conforms to all applicable zoning and use regulations and restrictions, unless a non-conformity has been identified, described and considered in the appraisal report.

It is assumed that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

APPRAISAL IS NOT AN ENGINEERING OR PROPERTY INSPECTION REPORT

The structures were not checked for building code violations, and it is assumed that all buildings meet applicable building codes unless so stated in the report.

It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that would render it more or less valuable. No responsibility is assumed for such conditions, or for the engineering that may be required to discover such factors. Since no engineering or percolation tests were made, no liability is assumed for soil conditions. Subsurface rights and the effects of mine subsidence, if any, were not considered in making this appraisal.

Wells and septic systems, if any, are assumed to be in good working condition and of sufficient size and capacity for the stated highest and best use.

We are not environmental experts, and we do not have the expertise necessary to determine the existence of environmental hazards such as the presence of urea-formaldehyde foam insulation, toxic waste, asbestos or hazardous building materials, or any other environmental hazards on the subject or surrounding properties. If we know of any problems of this nature which we believe would create a significant problem, they are disclosed in this report. Nondisclosure should not be taken as an indication that such a problem does not exist, however. An expert in the field should be consulted if there is a concern regarding environmental factors.

The appraiser is not a home or environmental inspector. The appraiser provides an opinion of value. The appraisal does not guarantee that the property is free of defects or environmental problems. Mold may be present in areas the appraiser cannot see. The appraiser is not qualified to determine the cause of the mold, the type of mold, or whether the mold might pose any risk to the property or its inhabitants. If the buyer, client, or owner has concerns regarding the presence of mold or environmental problems, a professional home or building inspection, or environmental inspection is recommended.

No chemical or scientific tests were performed by the appraiser on the subject property, and it is assumed that the air, water, ground, and general environment associated with the property present no physical or health hazard of any kind unless otherwise noted in the report. It is further assumed that the lot does not contain any type of dump site and that there are no underground tanks (or any underground storage) leaking toxic or hazardous chemicals into the groundwater or the environment unless otherwise noted in the report.

The appraiser is not aware, unless specifically stated within the report, of any wetlands on the subject site. If the site or a portion of the site is determined to be a wetland or protected by the EPA, DER, or any other federal or state agency, we reserve the right to alter our expressed opinion.

Because no detailed inspection was made, and because such knowledge goes beyond the scope of this appraisal, any observed condition or other comments given in this appraisal report should not be taken as a guarantee that a problem does not exist. Specifically, no guarantee is made as to the adequacy or condition of the foundation, roof, exterior walls, interior walls, floors, heating system, air conditioning system, plumbing, electrical service, insulation, or any other detailed construction matters. If there is a concern regarding the existence, condition, or adequacy of any particular item, we would suggest that an expert in the field be consulted.

APPRAISAL IS MADE UNDER CONDITIONS OF UNCERTAINTY WITH LIMITED DATA

Information (including projections of income and expenses) provided by local sources, such as government agencies, financial institutions, accountants, attorneys, real estate professionals, and others, is assumed to be true, correct, and reliable. No responsibility for the accuracy of such information is assumed by the appraiser.

If the Income Approach to value has been used, our Discounted Cash Flow Analysis represents a conscientious effort to analyze the performance of the property over a reasonable projection period; however, it is a model based upon specific forecasts which may or may not occur.

APPRAISAL REPORT LIMITATIONS

This appraisal was prepared at the request of and for the exclusive use of the client to whom the appraisal is addressed. No third party shall have any right to use or rely upon this appraisal for any purpose.

There are no requirements, by reason of this appraisal, to give testimony or appear in court or any pretrial conference or appearance required by subpoena with reference to the property in question, unless sufficient notice is given to allow adequate preparation, and additional fees are paid by the client at our regular rates for such appearances and the preparation necessitated thereby.

This report is made for the information of the client, and possession of this report, or a copy thereof, does not carry with it a right of publication. Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media without the written consent and approval of the appraiser. Nor shall the appraiser, firm, or professional organization of which the appraiser is a member be identified without the written consent of the appraiser.

Values and conclusions for various components of the subject parcel as contained within this report are valid only when making a summation; they are not to be used independently for any purpose and must be considered invalid if so used. The allocation of the total value in this report between land and improvements applies only under the reported highest and best use of the property. The separate valuations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific compliance survey, and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.

September 5, 2024

VIA EMAIL and U.S. MAIL
enzobregj@aol.com

Radio Advertising Co. of Pgh.
attn: Jim Briginser
2155 Hycroft Drive
Pittsburgh, PA 15241-2213

**Re: Babcock Boulevard/Bakerstown Road Intersection Improvement Project -
Township of Pine - Land Acquisition**

Dear Mr. Briginser:

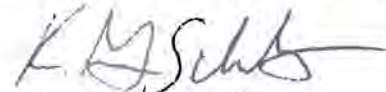
I am writing as a follow-up to my previous letter, and our phone conversation regarding the Township of Pine land acquisition. I am pleased that your organization is interested in moving forward with an amicable resolution. To that end, I am enclosing a DEED IN FEE SIMPLE AND AGREEMENT FOR TEMPORARY CONSTRUCTION EASEMENT AND UTILITY EASEMENT for your review and signature. As you can see, the document also includes a copy of the engineer's drawings/plans for the project, with specific notation as to impact on your property.

Upon review of the enclosed, I would welcome a call from you to discuss this further. If you do not have any questions, and otherwise would like to move forward, please sign and return the enclosed to me, and I will have Township Manager sign and return a fully executed copy to you, along with a check for \$2,050. I will separately arrange for recording of the document with the Allegheny County Recorder of Deeds.

Thank you for your kind attention to this matter.

Very truly yours,

TUCKER ARENSBERG, P.C.



Kenneth G. Scholtz

Enclosure

cc Stacey Graf (via email)(w/o encl.)

#20536039v1

DEED IN FEE SIMPLE AND
AGREEMENT FOR TEMPORARY CONSTRUCTION EASEMENT AND UTILITY EASEMENT

This DEED IN FEE SIMPLE AND AGREEMENT FOR TEMPORARY CONSTRUCTION EASEMENT AND UTILITY EASEMENT ("Deed") is made and entered into this ____ day of September, 2024, by and between Radio Advertising Co. of PGH, a Pennsylvania Corporation, with an address of 2155 Hycroft Drive, Pittsburgh, PA 15241 ("Grantor"), and the TOWNSHIP OF PINE, a Home Rule Municipality organized and existing pursuant to the laws of the Commonwealth of Pennsylvania with its principal office located at 230 Pearce Mill Road, Wexford, PA 15090 ("Township").

WITNESSETH:

WHEREAS, Grantor is the owner of that certain property described in a deed recorded in the Department of Real Estate of Allegheny County in Deed Book Volume 14916, Page 347, designated as Parcel ID No. 2186-P-15, and located on Babcock Blvd. ("Property");

WHEREAS, the Township desires to reconstruct, reconfigure, and/or improve the intersection of Bakerstown Road and Babcock Boulevard ("Intersection") to promote safe and efficient travel and to serve the best interests of its residents and visitors; and

WHEREAS, for purposes of this project, the Township needs to acquire a certain portion of the Property in fee simple ("Fee Simple Area"), and further requires a Temporary Construction Easement and a Permanent Utility Easement (collectively referred to as the "Easements") upon certain portions of the Property (collectively referred to as the "Easement Area"), as more fully described herein; and

WHEREAS, Grantor agrees to convey the Fee Simple Area and to grant the Easements to the Township in exchange for a certain sum named herein, paid to Grantor by the Township upon execution of this Deed.

NOW, THEREFORE, in consideration of the foregoing recitals, and the covenants, agreements, terms, and conditions set forth herein, it is covenanted and agreed as follows:

1. Grantor, for and in consideration of the sum of two thousand fifty dollars [\$2,050.00], the receipt of which is hereby acknowledged, hereby grants and conveys to the Township, its successors and assigns, the following:

- a. that certain portion of the Property containing .0128 acres for a fee simple total take, and .0123 acres for a temporary construction easement, in order to reconstruct, reconfigure, and/or improve the Intersection, from the total parcel area of 20.814 acres, and more particularly described in the attached plan prepared by Herbert, Rowland and Grubic, Inc. and marked as Exhibit "A," and
- b. a Permanent Utility Easement to enter onto a certain portion of the Property abutting the Intersection, more particularly described in the attached plan marked as Exhibit "A," for all purposes deemed necessary, useful, or convenient by the Township to construct, install, and/or erect certain utility lines and appurtenant facilities as necessary to support and serve the Intersection.

2. Grantor conveys the Fee Simple Area to the Township with all the estate, right, title, interest, property, claim, and demand whatsoever of Grantor to and for the use of the Township, its successors and assigns forever.

3. Upon completion of construction, the Township shall promptly reclaim and restore the portion of the Property on which the Temporary Construction Easement is granted to substantially the same condition as prior to the grant of said easement. After the Township has reclaimed and restored that portion of the Property, the Temporary Construction Easement shall terminate.

4. Grantor agrees and understands that the Permanent Utility Easement shall be permanent and enjoyed by the Township, its successors and assigns, and shall be binding upon Grantor, its successors and assigns. The Permanent Utility Easement shall run with the land as to the Property, which is the subject thereof.

5. Grantor covenants that it is the owner in fee simple of the Property and it has the right, title, and capacity to convey the Fee Simple Area and to grant the Easements as described herein.

6. Grantor shall have the right to full use and enjoyment of the Easement Area, except for such use as may unreasonably interfere with the exercise by the Township of the rights granted herein. However, subsequent to the granting of the Easements herein described, Grantor shall not erect or cause to be erected any building or structure within the Easement Area without a prior written agreement approved and executed by the Township.

7. The Township shall act in a manner reasonably adapted to assure the occurrence of the least possible damage and disturbance to the Easement Area. After each excavation and/or disturbance, the earth so excavated and/or disturbed shall be replaced and returned by the Township to its pre-excavation condition as nearly as reasonably possible; provided, however, that if any building and/or permanent structure shall be erected by Grantor within the Easement Area without a written agreement approved and executed by the Township, as required herein, the obligation imposed on the Township by this paragraph shall be null and void and of no force and effect with respect to any such building and/or permanent structure.

8. Nothing contained herein shall be construed as a dedication of any of the Property to the Township for any public purpose and shall not constitute a taking by the Township so as to entitle Grantor to compensation. Grantor hereby releases the Township from any and all claims, damages, and compensation pursuant to the Pennsylvania Eminent Domain Code, Act 34 of May 4, 2006, P.L. 112, as amended, or any other applicable eminent domain and/or condemnation law related to the Property. Further, nothing contained herein shall relieve Grantor of any obligations he may have pursuant to law or ordinance with respect to the Property, including but not limited to any obligation to maintain the same in a safe condition.

9. Nothing contained herein shall be construed as conferring any rights or benefits upon any person or entity not a party hereto, or any duty or obligation of the Township to any person or entity not a party hereto.

10. Grantor shall indemnify and hold harmless the Township for and from any and all damage to any of the herein-described improvements, utility lines, and/or appurtenant facilities caused by or from Grantor's use, occupancy, and/or enjoyment of the Easement Area. The

Township shall indemnify and hold harmless Grantor for and from any and all damages incurred by Grantor caused by the Township and/or the Township's use of the Easement Area for the construction, installation, and/or erection of the herein-described improvements, utility lines, and/or appurtenant facilities. Grantor shall, at all times hereafter, and upon the reasonable request of the Township, make, do, and execute or cause to be made, done, and executed, all and every such further and other lawful and reasonable acts, conveyances, and assurances in the law, for better and more effectually vesting and confirming the Easements, and which shall reasonably be advised or required.

11. As used herein, the term "Township" shall include, but not be limited to, the Township's successors, assigns, agents, officers, directors, employees, independent contractors, engineers, attorneys or representatives. As used herein, the term "Grantor" shall include, but not be limited to, Grantor's successors, assigns, agents, officers, directors, employees, independent contractors, engineers, attorneys, or representatives, and any and all persons or entities whomsoever lawfully or equitably derive any estate, right, title, or interest of, in, or to the Property and/or Easement Area described herein.

12. The Township may record this Deed at its sole cost and expense.

13. This Deed shall bind the parties who have executed it, even if no mortgagee or lienholder exists or if, at the discretion of the Township, the execution of the mortgagee and/or lienholder has not been obtained.

14. This Deed shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

15. This Deed constitutes the entire agreement between the parties hereto. No supplement, modification or waiver of this Deed shall be binding unless executed in writing by both parties.

16. The unenforceability or invalidity of any provisions of this Deed shall not affect the enforceability and validity of the remainder of this Deed, which shall continue in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused these presents to be duly executed the day and year first above written.

WITNESS:

GRANTOR:

Radio Advertising Co. of PGH

ATTEST:

GRANTEE:

TOWNSHIP OF PINE

By: _____

By: _____

Title: _____

Title: _____

#20534152v1

NOTICE: THIS DOCUMENT MAY NOT (DOES NOT) SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE (HAVE) THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. [This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.]

NOTICE THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966, AS AMENDED 1980, OCT. 10, P.L. 874, NO. 156 §1.

ATTEST:

TOWNSHIP OF PINE

By: _____

By: _____

Title: _____

Title: _____

**DEED IN FEE SIMPLE AND AGREEMENT FOR TEMPORARY CONSTRUCTION
EASEMENT AND PERMANENT UTILITY EASEMENT**

by and between

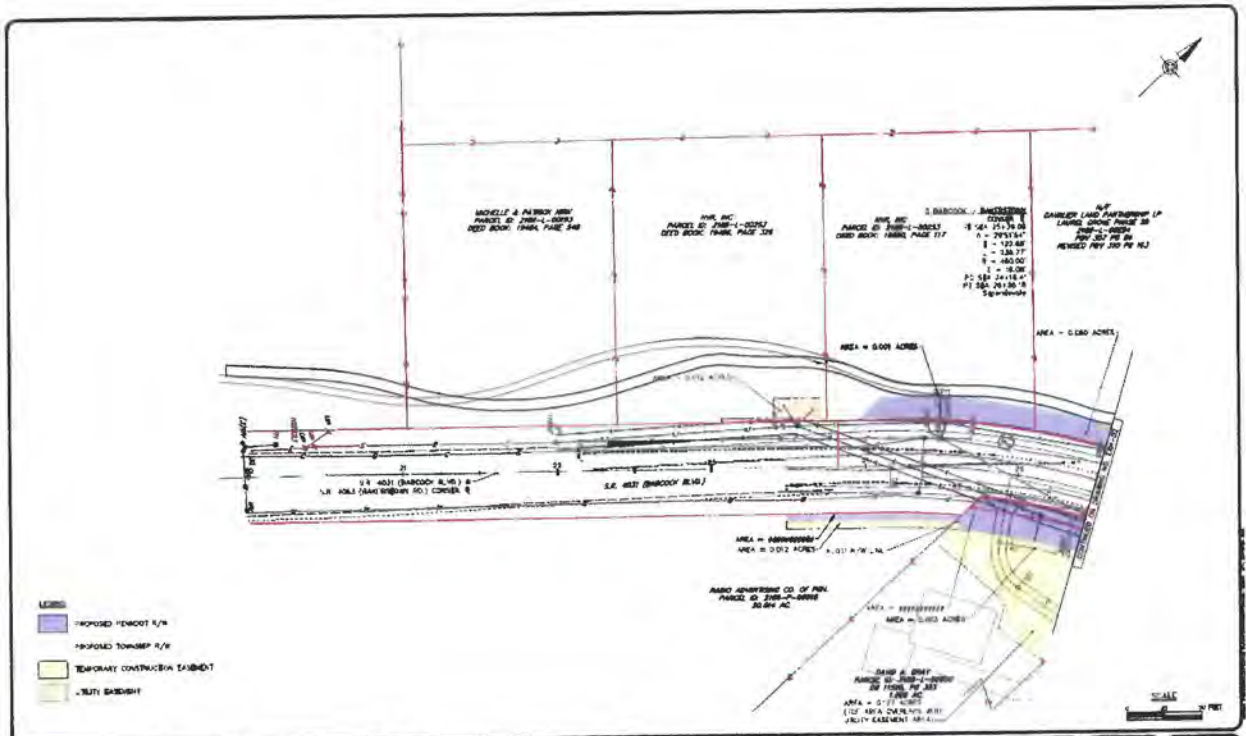
Radio Advertising Co. of PGH

and

TOWNSHIP OF PINE

Mail to:

**Gary J. Gushard, Esquire
Tucker Arensberg, P.C.
1500 One PPG Place
Pittsburgh, PA 15222
(412) 594-5537**



TOWNSHIP OF PINE 230 PEARCE MILL ROAD WEYFORD, PA 15890 (724) 338-1331		RIGHT-OF-WAY TAKES FOR S.P. 4031 (BARCOCK BLVD) AND S.P. 4068 (BAKERSTOWN RD) WEDENING TOWNSHIP OF PINE ALLEGHENY COUNTY PENNSYLVANIA		SHEET NO. - 001 SHEET DATE SHEET NO. - 001 SHEET DATE SCALE - 1" = 33' DATE - ALL 2014	EXH-01 SHEET NO. 1 OF 2 PROJECT NO. 1001010
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TOWNSHIP OF PINE - RADIO ADVERTISING CO. OF PGH.
 TOWNSHIP OF PINE, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA
 TAX PARCEL 2186-P-00015
906,658 SQ. FT. 20.814 ACRES
 FEE SIMPLE TAKE AREA - 558 SF (0.0128 ACRES)
 LANDS REMAINING - 906,100 SF. (20.801 ACRES)
 PROPOSED UTILITY EASEMENTS 54 SF (0.0123 ACRES)

DEEDS ADDITION
 I, the undersigned, being duly qualified to administer the estate of the decedent, do hereby certify that the foregoing is a true and correct copy of the will of the decedent as the same appears from the original will and the copies thereof on file in the office of the County of Allegheny, Pennsylvania.

NOTARY ACKNOWLEDGEMENT
 I, the undersigned, Notary Public in and for the State of Pennsylvania, do hereby certify that the foregoing is a true and correct copy of the will of the decedent as the same appears from the original will and the copies thereof on file in the office of the County of Allegheny, Pennsylvania.

TITLE ACKNOWLEDGEMENT
 I, the undersigned, being duly qualified to administer the estate of the decedent, do hereby certify that the foregoing is a true and correct copy of the will of the decedent as the same appears from the original will and the copies thereof on file in the office of the County of Allegheny, Pennsylvania.

SURVEYOR'S CERTIFICATION
 I, the undersigned, being duly qualified to administer the estate of the decedent, do hereby certify that the foregoing is a true and correct copy of the will of the decedent as the same appears from the original will and the copies thereof on file in the office of the County of Allegheny, Pennsylvania.

MUNICIPAL DECLARATIONS
 I, the undersigned, being duly qualified to administer the estate of the decedent, do hereby certify that the foregoing is a true and correct copy of the will of the decedent as the same appears from the original will and the copies thereof on file in the office of the County of Allegheny, Pennsylvania.

ACKNOWLEDGMENT AND COUNTY REVIEW AND APPROVAL STATEMENTS
 I, the undersigned, being duly qualified to administer the estate of the decedent, do hereby certify that the foregoing is a true and correct copy of the will of the decedent as the same appears from the original will and the copies thereof on file in the office of the County of Allegheny, Pennsylvania.

PROOF OF RECORDING
 I, the undersigned, being duly qualified to administer the estate of the decedent, do hereby certify that the foregoing is a true and correct copy of the will of the decedent as the same appears from the original will and the copies thereof on file in the office of the County of Allegheny, Pennsylvania.

REFERENCE DOCUMENTS

1. All maps recorded on file in the office of the County of Allegheny, Pennsylvania.
2. All maps recorded on file in the office of the County of Allegheny, Pennsylvania.
3. All maps recorded on file in the office of the County of Allegheny, Pennsylvania.
4. All maps recorded on file in the office of the County of Allegheny, Pennsylvania.
5. All maps recorded on file in the office of the County of Allegheny, Pennsylvania.
6. All maps recorded on file in the office of the County of Allegheny, Pennsylvania.

RIGHT-OF-WAY NOTES

EXISTING EASEMENTS

CONVEYANCE DOCUMENTS

LOCATION MAP

SCALE - 1" = 33'

HRG

TOWNSHIP OF PINE
FOR
RADIO ADVERTISING CO. OF PGH.

TOWNSHIP OF PINE
230 PEARCE MILL ROAD
WEYFORD, PENNSYLVANIA 15890

SURVEYOR
LARRY J. COOPER
FOR
RADIO ADVERTISING CO. OF PGH
PARCEL 2186-P-00015

EXHIBIT
A

