

MUNICIPALITY MONROEVILLE
ALLEGHENY COUNTY, PENNSYLVANIA

ORDINANCE NO. 2219

AN ORDINANCE OF THE MUNICIPALITY OF MONROEVILLE
ACCEPTING BRITTNER ROAD

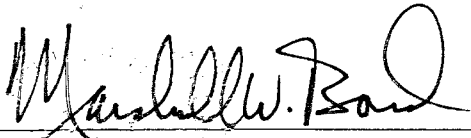
NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Council of the Municipality of Monroeville, County of Allegheny, Commonwealth of Pennsylvania, and it is hereby ordained and enacted by the authority of the same as follows:

SECTION 1. The Municipality of Monroeville hereby accept the dedication of a portion of Brittner Road, a total distance of 700 feet as more particularly described on Exhibit "A" attached hereto.

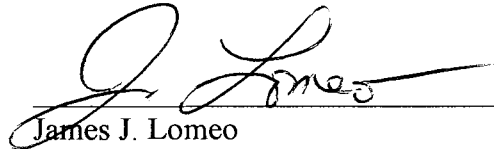
SECTION 2. All Ordinances or Resolutions or parts of Ordinances or Resolutions in conflict herewith are hereby repealed.

ORDAINED AND ENACTED into law the 12th day of March 2002.

MUNICIPALITY OF MONROEVILLE



Marshall W. Bond
Municipal Manager



James J. Lomeo
Mayor

ENTERED INTO LEGAL BOOK ON: March 22, 2002

DEED OF DEDICATION

EASEMENT

THIS INDENTURE, made this 18 day of October, 2001, between CHAMBERS DEVELOPMENT COMPANY, INC., a Delaware corporation, party of the first part (hereinafter called GRANTOR), and the MUNICIPALITY OF MONROEVILLE, a municipal corporation, organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter called the GRANTEE);

WITNESSETH:

WHEREAS, Grantor owns a certain parcel of property in the Municipality of Monroeville upon which Grantor has constructed a road (the "Roadway") which is used for access by Grantor to Grantor's Monroeville Landfill.

WHEREAS, the Roadway provides access to the Monroeville Landfill from Route 130, and Grantor desires to dedicate the first 700 feet of the Roadway from said point to the Grantor (the "Access Road"); and

WHEREAS, Grantor desires to dedicate said Access Road to Grantee hereby granting to Grantee, its successors and assigns, an easement and right of way onto said Access Road as hereinafter described on the terms and conditions hereinafter set forth.

NOW THEREFORE WITNESSETH, that the said GRANTOR for and in consideration of the sum of ONE DOLLAR (\$1.00) as well as of the advantages accruing to it and for diverse other considerations affecting the public welfare which it seeks to advance, has granted, bargained, sold, aliened, enfeoffed, released and confirmed and by these presents doth grant, bargain, sell, alien, enfeoff, release and confirm unto the said GRANTEE, its successors and assigns, a permanent easement to and over all that certain strip of ground that will contain said Access Road as depicted in Exhibit A attached hereto.

1. Subject to All Restrictions of Record. The GRANTOR grants the said easement to said Access Road to GRANTEE, and GRANTEE accepts the said easement to said Access Road from GRANTOR, under and subject to all restrictions, encumbrances, conditions, agreements, rights, privileges, easements and rights-of-way of record.

2. Use. The GRANTOR grants the said easement to said Access Road to GRANTEE, its successors and assigns, and GRANTEE accepts the said easement to said Access Road from GRANTOR, to and for the use and behoof of the said GRANTEE, its successors and assigns, forever, as a Township Road for vehicular and pedestrian passage by the public.

3. Construction and Maintenance. The GRANTOR, subject to the terms of this Indenture, shall bear all liability, responsibility, costs and expenses which from time to time shall accrue for the construction, operation, maintenance, repair, renewal, replacement or removal of the Access Road or repairing and restoring the Access Road unless caused by the negligence or intentional act or omission of GRANTEE, its agents, contractors or employees.

4. Indemnification. The GRANTOR, subject to the terms of this Indenture, and except for any injury or damage in any way arising out of the exercise by GRANTEE of the privileges granted hereunder or caused by the negligence or intentional act or omission of GRANTEE its agents, contractors or employees, shall indemnify and hold harmless GRANTEE from and against all actions, causes, suits, demands, losses and liabilities, by reason of injury (including death) to persons and damage to property by virtue of its construction, operation, maintenance, repair, renewal, replacement or removal of the Access Road or repairing and restoring the Access Road.

5. Compliance with Law. The GRANTOR shall construct, operate, maintain, repair, replace, renew, restore and use the Access Road in accordance with all federal, state or local statutes, ordinances, rules, regulations, methods, standards, practices and administrative or court orders and decrees applicable to the Access Road.

6. Reservation of Control. The GRANTOR expressly and specifically reserves the right to control and regulate and to use the Access Road for its intended use as a roadway providing GRANTOR with access to the Monroeville Landfill from Route 130 subject only to an easement to GRANTEE to use the Access Road as a Township Road for vehicular and pedestrian passage by the public.

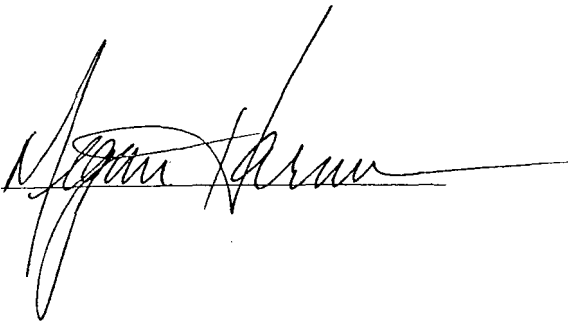
7. Reservation of Title. The GRANTOR expressly and specifically reserves legal fee simple title to the Access Road giving only an easement to GRANTEE to use the Access Road as a Township Road for vehicular and pedestrian passage by the public.

8. Reversion on Abandonment or Misuse. This dedication of the described Access Road is given with the express understanding, and GRANTOR especially stipulates, that in the event any portion of the described Access Road dedicated by this instrument shall not be used and maintained for the use as a Township Road open to the public for vehicular and pedestrian passage, or if any portion of the Access Road shall cease to be used and maintained for such purpose, or if any portion of the Access Road shall cease to be maintained by GRANTOR, its successors or assigns, in a manner as set forth herein by virtue of the dissolution, bankruptcy, or cessation of operations of GRANTOR, its successors or assigns, or if any portion of such Access Road shall be used for any other purpose inconsistent with such purpose, then all the right, title, and interest in and to the described Access Road and to the improvements on such Access Road shall revert to and revest in GRANTOR, its successors and assigns, as fully and completely as if this instrument had not been executed.

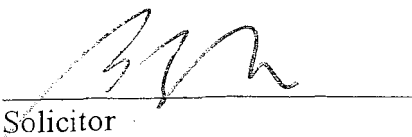
9. Reversion on Conveyance. This dedication of the described Access Road is given with the express understanding, and GRANTOR especially stipulates, that in the event the Access Road or any part of the Access Road shall be conveyed by the GRANTEE or its successors, then and in that event, the Access Road shall revert to GRANTOR, its successors or assigns, together with the right of immediate possession of the Access Road. Furthermore, in the event the Access Road or any part of the Access Road shall be conveyed by the GRANTOR or its successors or assigns, then and in that event, the Access Road shall revert to GRANTOR, its successors or assigns, together with the right of immediate possession of the Access Road, and GRANTOR shall provide written notice of such reversion to any party then utilizing said Access Road for immediate access to and from their property.

IN WITNESS WHEREOF, the parties have executed this Indenture the day and year first written above.

ATTEST:



WITNESS/ATTEST:



Solicitor

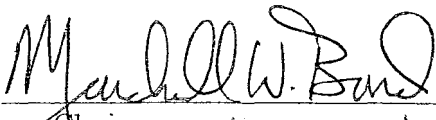
GRANTOR:

**CHAMBERS DEVELOPMENT
COMPANY, INC., a Delaware
Corporation**

By:  (SEAL)

GRANTEE:

**MUNICIPALITY OF MONROEVILLE
TOWNSHIP, COUNTY OF
ALLEGHENY**

By:  (SEAL)
~~Chairman~~ Municipal Manager
Board of Supervisors

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF ALLEGHENY)

On this 18 day of October, 2001, before me a Notary Public, the undersigned officer, personally appeared Michael Rind who acknowledged himself to be the Representative of CHAMBERS DEVELOPMENT COMPANY, INC., a Delaware corporation, and that s/he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, by him/herself as such officer.

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

Lynette C. McKinney

NOTARY PUBLIC ✓

My commission expires:

Notarial Seal
Lynette C. McKinney, Notary Public
Monroeville Boro, Allegheny County
My Commission Expires Aug. 2, 2005
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF ALLEGHENY)

On this 18 day of October, 2001, before me a Notary Public, the undersigned officer, personally appeared Marshall Bond who acknowledged him/herself to be the Municipal Manager of the MUNICIPALITY OF MONROEVILLE, a municipal corporation, and that s/he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Township, by him/herself as such officer.

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

Lynette C. McKinney
NOTARY PUBLIC

My commission expires:

Notarial Seal
Lynette C. McKinney, Notary Public
Monroeville Boro, Allegheny County
My Commission Expires Aug. 2, 2005
Member, Pennsylvania Association of Notaries

Entrance Road – Monroeville Landfill

Description of Centerline of 50' Right-of-Way

BEGINNING for a tie line, at an existing Iron Pin (found) said Iron Pin being at the corner of Lot No. 128 and 129 and on the eastern right-of-way line of Quarry Road, thence, for a tie line along lot line of lot 128 and 129, N. $56^{\circ}04'00''$ E 116.77' to a point in the centerline of the existing roadway the following courses and distances:

Along a curve to the left having a radius of 575.54', an arc length of 176.88', and a chord bearing S $31^{\circ}20'31''$ E 176.18' to a point;

S $39^{\circ}17'28''$ E 344.44' to a point;

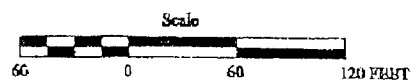
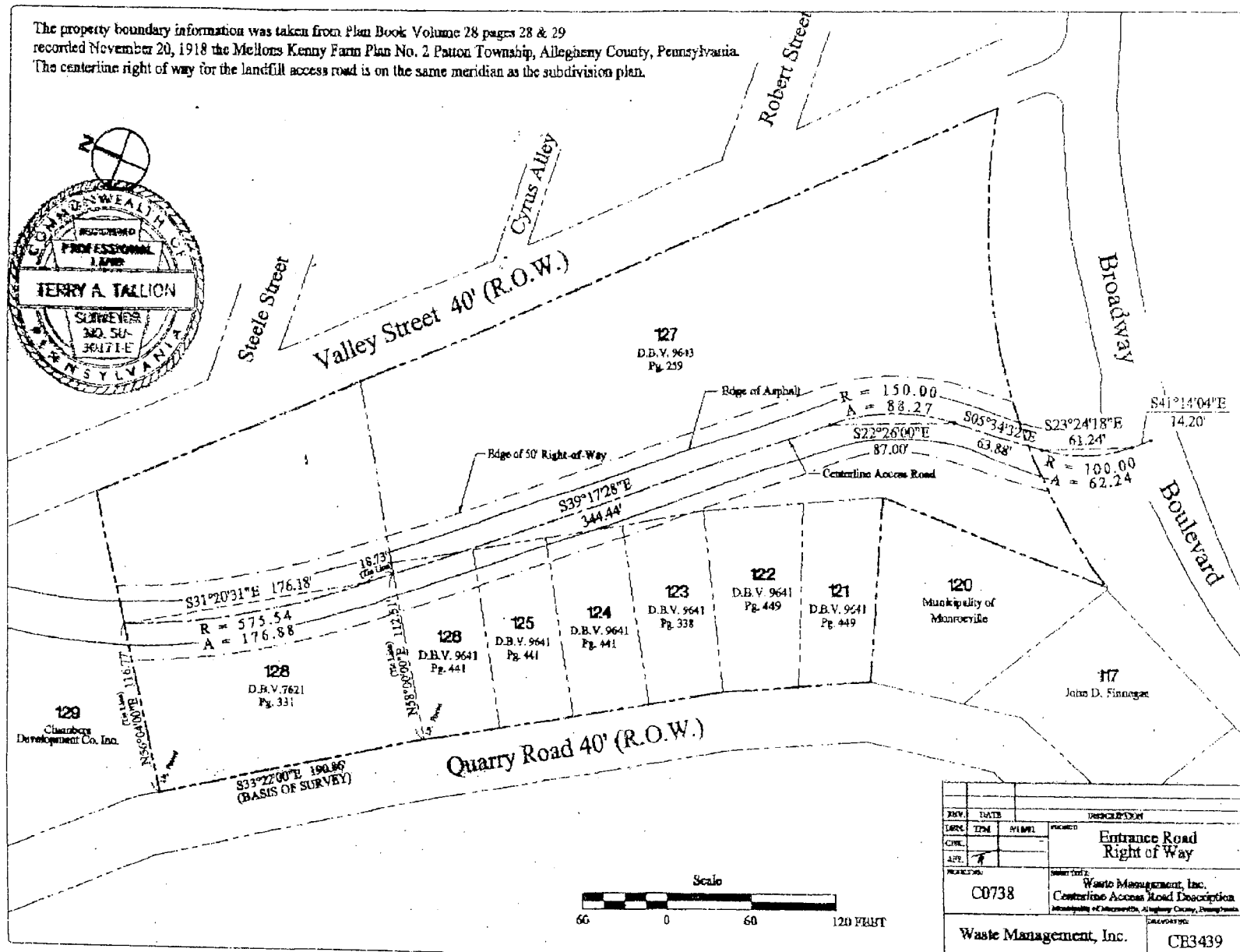
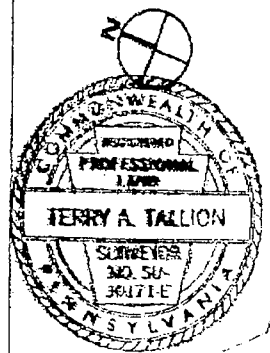
Along a curve to the right having a radius of 150.00', an arc length of 88.27', and a chord bearing S $22^{\circ}26'00''$ E 87.00' to a point;

S $5^{\circ}34'32''$ E 63.88' to a point;

Along a curve to the left having a radius of 100.00', an arc length of 62.24', and a chord bearing S $23^{\circ}24'18''$ E 61.24' to a point;

S $41^{\circ}14'04''$ E 14.20' to a point in the centerline of the existing roadway and the intersection of Broadway Boulevard.

The property boundary information was taken from Plan Book Volume 28 pages 28 & 29 recorded November 20, 1918 the Mellons Kenny Farm Plan No. 2 Patton Township, Allegheny County, Pennsylvania. The centerline right of way for the landfill access road is on the same meridian as the subdivision plan.



REV.	DATE	DESCRIPTION
1		ENTRANCE ROAD RIGHT OF WAY
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PROJECT NO: C0738

DATE: 10/15/2001

PROJECT: Waste Management, Inc. Entrance Road Right of Way

DESCRIPTION: Centerline Access Road Description

Waste Management, Inc. CB3439

A. Cruse & Company 400 Per

Cruse & Company

