

**KENNEDY TOWNSHIP**  
**RIGHT-OF-WAY RELEASE OF LIABILITY**

This agreement, being a full and complete waiver and release, set forth herein, by and between the Township of Kennedy, a municipal entity existing in Allegheny County, Pennsylvania, and \_\_\_\_\_, the owner(s) of certain property known and identified as \_\_\_\_\_, do specifically acknowledge, agree, and set forth as follows:

The undersigned are the owners of certain property, identified above, being property located in the Township of Kennedy, Allegheny County, Pennsylvania. There is existing on, to, and as part of the subject property, certain public easement and/or right-of-way, which inures to the benefit of the Township of Kennedy.

The undersigned owners acknowledge there is a prohibition to the construction of any form of accessory structure over the easement or right-of-way at issue, and that there is a prohibition to the construction of any form of accessory structure over any township sewer line, public utility line, or the like.

Notwithstanding the general prohibition against the placement, or construction, of an accessory structure on such easement and right-of-way, the Township of Kennedy, so as to provide a benefit to the property owners and residents of the community, have, in certain situations and will, with regard to the subject property, allow the property owner(s) to place or maintain limited accessory structures, such as a fence, storage building, swimming pool, or the like, on the part of the property located in such easement or right-of-way. In consideration of this courtesy, and in consideration of the mutual covenants, agreements, and provisions set forth herein, the undersigned property owners fully acknowledge, recognize, and agree that it is the responsibility of the property owner to replace and/or repair, at the property owner's sole expense, any and all conditions or damages that may occur to the area of public utility easement, or the area of easement or right-of-way, as a result of the installation and/or maintenance of such accessory structure, it being recognized that such accessory structure, within in public right of way and/or easement, is an inherent trespass and violation.

The undersigned property owners also acknowledge, recognize, and agree that, in the event that the Township of Kennedy, acting through its agents, employees, servants and/or

representatives, should need to perform any form of work within the easement and/or right-of-way, any and all costs associated with the removal and/or replacement of such accessory structure shall be the sole and exclusive responsibility of the property owner, and the undersigned do hereby waive and relinquish any and all claims that may exist or arise against the Township of Kennedy, its assigns, agents, employees, servants, and/or representatives, as a result of any and all damage that may occur to any such accessory structure or the property itself.

The undersigned further acknowledge and agree that, should the subject property be sold or otherwise transferred, that the undersigned are responsible to inform the new owners of this obligation, as well as the waiver and release of liability. The undersigned property owners agree to indemnify the Township of Kennedy, as well as its assigns, agents, employees, servants, and/or representatives, from any and all claims that may be made by any subsequent property owners, and further agree to hold harmless the Township of Kennedy, its assigns, agents, servants, employees and/or representatives, from any and all losses, costs, legal fees, or other expenditures, that may be incurred as a result of an attempt to institute litigation, or otherwise make a claim, against the Township of Kennedy, its assigns, agents, employees, servants, and/or representatives.

In witness whereof, the undersigned have executed their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, intending to be fully and legally bound hereby, and do, by entering into this agreement, agree to bind their heirs, successors, and assigns to this release and waiver.

Witness

PROPERTY OWNER(S)

\_\_\_\_\_

Signature \_\_\_\_\_ (SEAL)

\_\_\_\_\_

Signature \_\_\_\_\_ (SEAL)

Township of Kennedy

By: \_\_\_\_\_

Title: \_\_\_\_\_