

ORDINANCE NO. 29

AN ORDINANCE AUTHORIZING AND DIRECTING THE PURCHASE OF A TRACT OF LAND CONTAINING 19.42 ACRES, LOCATED AT THE INTERSECTION OF THE MONROEVILLE ROAD AND THE MONROEVILLE ROAD BY-PASS, AND ADJOINING LAND OF WARNER, ON THE NORTH, AND ON THE EAST BY LAND NOW OR LATE OF M. COLCLASER HEIRS AND THE STROSCHEIN PLAN OF LOTS, AND ON THE SOUTH BY THE SYLVES PLAN OF LOTS AND ON THE WEST BY LAND OF THOMAS SYLVES, FROM THOMAS M. SYLVES, WIDOWER, TO BE USED FOR THE ERECTION OF A MUNICIPAL HALL BUILDING FOR THE BOROUGH AND OTHER ASSOCIATED MUNICIPAL FACILITIES, ACTIVITIES AND PUBLIC PURPOSES AND PROVIDING FOR THE PAYMENT THEREOF.

The Council of the Borough of Monroeville does hereby ordain and enact the following Ordinance.

SECTION 1. That the Borough of Monroeville is hereby authorized and directed to enter into an agreement and purchase from Thomas M. Sylves, widower, the following described tract of land, viz:

ALL that certain tract or piece of land situate in the Borough of Monroeville, County of Allegheny and State of Pennsylvania, containing 19.42 acres, more or less, and being bounded and described as follows:

BEGINNING at a corner common to land herein conveyed, land now or late of Colclaser heirs and land now or late of Warner; thence by the line of land now or late of Colclaser heirs, South 35° 34' 45" East 736.30 feet to a point; thence by a Plan of Lots known as the Stroschein Plan, South 35° 44' 20" East, 608.32 feet to a point; thence by a Plan of Lots known as the Sylves Plan South 45° 25' 40" West, 600 feet to a point; thence through other land of which this is a part, North 35° 44' 20" West, 1485.23 feet to a point on the Southerly line of a public road known as the Monroeville Road By-Pass; thence by the Southerly line of the Monroeville Road By-Pass, by the arc of a circle curving to the left having a radius of 503.34 feet, an arc distance of 95.73 feet to a point; thence by a line of land now or late of Warner, North 61° 00' East, 503.40 feet to a point, the place of beginning.

TOGETHER with the uninterrupted right of ingress, egress and regress over, upon and through the two (2) 33 foot streets or easements for public usage, as created by Thomas M. Sylves, and shown in his unrecorded plan of lots which is laid out along Strochein Road, and adjoins the Strochein Plan of Lots, as recorded.

ALSO, together with the right of ingress, egress and regress over, upon and through a 25 foot strip of land, reserved for public road purpose, which lies along the westerly line of the above described land, from the Monroeville Road and extending Southwardly a distance of 1485.23 feet to a point and from said point continuing southwardly at a width of 33.5 feet from the said Westerly property line, extended, to the Strochein Road.

UNDIER AND SUBJECT to rights of way for pipe lines and pole lines, if any as the same appears of record.

All leases and agreements heretofore granted for oil and gas, and coal and mining rights have long since expired and have been released, re-claimed and

re-acquired by Thomas M. Sylves. It is the intent of Thomas M. Sylves to convey the aforesaid tract of land to the Borough of Monroeville, together with all of his right, title, interest and claim, of, in and to any and all such oil and gas leases and agreements and all coal and mining rights and free and clear of any and all such leases and agreements.

SECTION 2. That the sum to be paid for the purchase of said tract of land shall be Forty Thousand (\$40,000.00) Dollars and the same shall be payable, One Thousand (\$1,000.00) Dollars at the time of the signing of the Agreement of Sale, which shall contain a clause requiring the closing of the sale and the delivery of the deed within ninety (90) days thereafter, and the balance of the purchase price shall be paid in the following manner: The said balance due shall be divided into six (6) payments, one for Four Thousand (\$4,000.00) Dollars and five (5) for Seven Thousand (\$7,000.00) Dollars, which payments shall be evidenced by negotiable note obligations or certificates of indebtedness from the Borough of Monroeville, and shall be general Borough obligations in nature of an account payable; the first of such payments, for Four Thousand (\$4,000.00) Dollars shall be due one year from the time of closing of the said sale and delivery of the deed; the remaining five of such payments, for Seven Thousand (\$7,000.00) Dollars each, shall be due and payable, respectively, two, three, four, five and six years from the date of closing of said sale and the delivery of said deed. The said obligations shall bear interest at the rate of four (4%) per cent, payable annually. The obligations shall contain a clause giving the Borough of Monroeville the right to anticipate the payments due upon said balance of said purchase price and to pay additional sums or the entire unpaid balance due at any annual interest date or period, without any additional charge, assessment or penalty to be paid by reason of such anticipated payments.

SECTION 3. That the President of Council and the Borough Secretary on behalf of the Borough of Monroeville are hereby authorized and directed to enter into and execute an Agreement of Sale with Thomas M. Sylves, for the purchas of

the said tract of land, which Agreement shall be approved by the Borough Solicitor, and shall contain the terms and conditions as aforesaid and others most advisable and necessary to carry out the purposes of said purchase, to-wit, to provide proper place for the erection of a municipal hall building for the said Borough and for other associated municipal facilities, activities and public purposes.

SECTION 4. The proper officers of the said Borough are hereby authorized and directed to pay the sum of One Thousand (\$1,000.00) Dollars, at the time of executing of said Agreement of Sale, to the said Thomas M. Sylves in hand money deposit, to be applied on account of said purchase price for said tract of land.

SECTION 5. The Borough Solicitor is hereby authorized and directed to prepare any statements, certifications or notices required by law to be given or filed in regard to the issuance and creation of such obligations of indebtedness by the said Borough.

SECTION 6. The Borough Solicitor is hereby authorized and directed to prepare any ordinance or resolution deemed necessary or required to effectuate the purposes of this Ordinance, or to provide for the fixing of a tax or including a tax millage in the next Borough Budget to provide for payment of said obligation.

SECTION 7. The deed from said Thomas M. Sylves, widower, to the Borough of Monroeville for the transfer of title to said tract of land, shall be submitted to the Borough Solicitor for his approval and if the same is approved, then the aforesaid Borough officials or the Solicitor are hereby authorized and directed to accept the delivery of said deed and record the same.

SECTION 8. All Ordinances or parts of Ordinances which are in conflict with the provisions of this Ordinance are hereby repealed to the extent that they are in conflict with this Ordinance.

ORDAINED AND ENACTED this 7th day of December, 1953.

ATTEST:	BOROUGH OF MONROEVILLE
(Signed) <u>Edyth J. Amalong</u> Borough Secretary	By (Signed) <u>Wm. J. Caughey</u> President of Council

VETOED BY ME this 14th day of December, 1953.

(SIGNED) Samuel Jenkins

APPROVAL OVER VETO

This Ordinance-No. 29 - having been returned to Council by the Burgess at its regular meeting, December 14, 1953, and he, having indicated his veto of the same, the members of Council, in accordance with action prescribed by Section 1007 of the Borough Code, readopted said Ordinance No. 29, over the Burgess' veto, by roll call vote of 5 to 2, so that the same shall be in full force and effect as it would be had the Burgess affixed his signature of approval.

BOROUGH OF MONROEVILLE

By (Signed) Wm. J. Caughey
Pres. of Council

ATTEST:

(Signed) Edyth J. Amalong
Secretary