

ORDINANCE NO. 959

AN ORDINANCE OF THE BOROUGH OF MONROEVILLE AUTHORIZING THE APPROPRIATE OFFICIALS TO ENTER INTO A CONTRACT WITH CHRYSLER REALTY CORPORATION, FOR THE PURPOSE OF OBTAINING FROM THEM A RIGHT OF WAY FOR A SEWER LINE.

BE IT ORDAINED AND ENACTED by the Borough of Monroeville in Council assembled as follows:

SECTION I. That the appropriate officials of the Borough of Monroeville are hereby authorized to enter into a contract with Chrysler Realty Corporation, for the purpose of obtaining a right-of-way for a sewer installation.

SECTION II. That the contract is hereby approved and ratified and a copy of said contract is attached hereto and made a part hereof and marked Exhibit "A".

ORDAINED AND ENACTED this 12th day of August, 1975.

ATTEST:

BOROUGH OF MONROEVILLE

S/ Marshall W. Bond
Secretary

S/ By George C. Dale
President of Council

(SEAL)

EXAMINED AND APPROVED this 15th day of August, 1975.

S/ R. E. Droske
Mayor

EXHIBIT "A"

GRANT OF RIGHT-OF-WAY

MADE this 12th day of August, 1975 by and between

CHRYSLER REALTY CORPORATION

of the Borough of Monroeville, Allegheny County, Pennsylvania, part(y) of the first part,

A
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the BOROUGH OF MONROEVILLE, a municipal corporation, organized and existing under the laws of the Commonwealth of Pennsylvania and situated in Allegheny County, Pennsylvania, party of the second part,

WITNESSETH:

THAT the said part(y) of the first part for and in consideration of the sum of One (\$1.00) Dollar true consideration and other good and valuable consideration to them paid by the party of the second part, do hereby grant, bargain, sell, dedicate and convey unto the said party of the second part, its successors and assigns, a Right-of-Way and Easement, ten (10) feet in width, over, under and across the property of the part(y) of the first part situate in the Borough of Monroeville, Allegheny County, Pennsylvania, the center line of said Right-of-Way being described as follows, to-wit:

BEGINNING at a point on the right-of-way line of the William Penn Highway and lands of Chrysler Realty Corporation said point being North $78^{\circ} 52' 20''$ East a distance of forty-seven (47) feet from the southwest corner of the Chrysler Realty Corporation property where it joins the William Penn Highway; thence through the lands of the Chrysler Realty Corporation by the following courses and distances: North $13^{\circ} 00'$ West a distance of seventy (70) feet to a point; thence North $14^{\circ} 30'$ East one hundred twenty-six (126) feet to a point; thence North $44^{\circ} 00'$ West thirty-eight (38) feet to a point; thence North to a point five (5) feet from the dividing line between Hewlett and Chrysler Realty Corporation; thence five (5) feet from and parallel to the dividing line between Hewlett and Chrysler Realty Corporation North $7^{\circ} 27'$ East a distance of eighty-five (85) feet, more or less, to a point on the dividing line between Chrysler Realty Corporation and Monroeville Motor Courts.

THE GRANT OF RIGHT-OF-WAY hereinabove described is to be limited to the use of the Borough of Monroeville, its successors and assigns, for sewer purposes, and the said Borough shall have all rights of ingress, egress and regress to and from said sewer across and under the above described right-of-way for purposes of installation, maintenance, removal, replacement of renewal of said sewer line or lines as may be installed in said Right-of-Way.

Exhibit "A"

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TO HAVE AND TO HOLD all and singular the above described right-of-way and easement together with the appurtenances unto the said party of the second part, its successors and assigns, forever.

IN WITNESS WHEREOF the part(y) of the first part have hereunto set their hands and seals the day and year first above written.

The attached addendum is made a part hereof.

ACKNOWLEDGMENT

STATE OF MICHIGAN)
COUNTY OF OAKDALE) SS:

ON THIS 18th day of July, 1975, before me, a Notary Public in and for the County and State aforesaid, came the above named

CHRYSLER REALTY CORPORATION - S. H. Commett Jr., Vice President

and acknowledged the foregoing Grant of Right-of-Way to be its act and deed, to the end that the same may be recorded as such.

S/ Thomas V. McCormick (SEAL)
(Notary Public)

CERTIFICATE OF LOCATION

I DO HEREBY CERTIFY that the said Borough of Monroeville's office address is 2700 Monroeville Boulevard, Monroeville, Pennsylvania.

S/ John D. Finnegan
Solicitor, Borough of Monroeville

R I D E R

THE FOREGOING grant by Grantor to Grantee of an easement is given in consideration for and is expressly conditioned upon the following promises and covenants which are made part of the foregoing indenture which take precedence over any conflicting provisions contained hereinbefore:

1. After the initial installation of the FACILITIES and for any maintenance, repair or modification thereafter the Grantee shall restore the PREMISES to the same condition, to the extent possible, as existed prior to the installation of the said FACILITIES.
2. In the event that the easement or the FACILITIES cease to be used, then, in that event, Grantee, at its expense, shall remove said FACILITIES within 30 days of receiving written notice from Grantor to do so and/or Grantor may terminate said grant by giving a written notice of such termination to Grantee.
3. Grantee shall secure, protect, defend, hold harmless and indemnify Grantor from and against any and all losses, claims, injuries, liabilities, costs, damages, expenses and demands, of any nature, arising out of or in connection with the exercise of any of the rights herein granted. Grantee, at its own cost and expense, shall defend against any such losses, claims, injuries, liabilities, costs, damages, expenses and demands and any suits, actions or proceedings which may be commenced thereunder. Grantee shall pay and and all judgments which may be recovered in any such suits, actions or proceedings, and any and all expenses, including, but not limited to, costs and attorneys' fees, which may be incurred by Grantor in such suits, actions or proceedings. Grantee shall pay any payments made in settlement of such suits, actions or proceedings.
4. If Grantor shall, at any time after the initial installation of the said FACILITIES, request Grantee to relocate said FACILITIES and the easement granted herein, Grantee shall make such relocation to a different location on said PREMISES that is satisfactory to Grantor at the sole cost and expense of Grantor. Grantee shall have the same rights and obligations in the new location as in the former location.
5. Grantor shall have the right at all times to make use of said PREMISES in any manner allowed by law as long as such use in no way conflicts with the rights of Grantee as stated herein.
6. Upon removal of said FACILITIES by Grantee for any reason, Grantee shall restore the PREMISES to a condition satisfactory to Grantor.
7. The foregoing shall be binding upon the parties hereto and their heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

(SEAL)

SIGNED AND DELIVERED IN
THE PRESENCE OF:

S/ T. McCormick

S/ Diane E. Cabor

CHRYSLER REALTY CORPORATION

S/ By S. H. Commett, Jr.

S/ Its Vice-President

(SEAL)

Rider

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S/ Marshall W. Bond

Secretary

S/ By George C. Dale

S/ Its President of Council