

AN ORDINANCE OF THE MUNICIPALITY OF MONROEVILLE
AUTHORIZING THE PROPER OFFICIALS TO ENTER AN
AGREEMENT WITH GATEWAY MOTELS, INC., AL MONZO
AND DAISY MONZO AND DAISY ROSE MONZO, TRUSTEE FOR
THE PURPOSE OF RESOLVING MUNICIPAL SEWAGE CLAIMS
AND ACQUIRING CERTAIN SANITARY AND STORM SEWER
RIGHTS OF WAY

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

Section 1. The proper officials of the Municipality of Monroeville are
hereby authorized to enter into a contract with Gateway Motels, Inc., Al Monzo
and Daisy Monzo and Daisy Rose Monzo, Trustee for the purpose of resolving
municipal sewage claims and acquiring certain sanitary and storm sewer rights of
way.

Section 2. A copy of the contract is attached hereto, made a part hereof
and marked Exhibit "A".

ORDAINED and ENACTED this 15th day of November, 1983.

(SEAL)

ATTEST:

MUNICIPALITY OF MONROEVILLE

S/ Marshall W. Bond
Municipal Manager

S/ Michael P. Lynch
Mayor

EXHIBIT "A"

AGREEMENT

This agreement made on this 15th day of November, 1983 by and between the Municipality of Monroeville, hereinafter referred to as "Monroeville" and Gateway Motels, Inc., hereinafter referred to as "Gateway", Al Monzo and Daisy Monzo, hereinafter referred to as "Monzo", and Daisy Rose Monzo Trustee by deed recorded February 12, 1981 in Deed Book Volume 6345 page 1157.

WITNESSETH THAT:

WHEREAS, the Municipality of Monroeville is a public body charged with the construction and maintenance of various sanitary sewers within the Municipality of Monroeville; and

WHEREAS, the Municipality has adopted certain ordinances regulating the construction and maintenance of sanitary sewers and establishing fees for the use of the same; and

WHEREAS, Gateway Motels, Inc. is the owner of property known as Howard Johnson Motel located near the Intersection of State Routes 22 and 48 in the Municipality of Monroeville consisting of approximately 8-1/2 acres of land as set forth in a deed recorded June 3, 1970 in the Recorder of Deeds Office of Allegheny County in Deed Book Volume 5035, page 685; and

WHEREAS, Al Monzo and Daisy Monzo, husband and wife are owners of property situate in the Municipality of Monroeville known as the Parkvale Building located at the Intersection of State Route 22 and 48 in the Municipality of Monroeville consisting of approximately 2 acres of ground as set forth in a deed recorded February 24, 1971 in the Recorder of Deeds Office of Allegheny County in Deed Book Volume 6345, page 1157; and

WHEREAS, Monroeville has filed Municipal Liens against property known as the Howard Johnson's and known as the Parkvale Building at Nos. 83-09717 and No. 83-09716 Court of Common Pleas of Allegheny County; and

WHEREAS, Daisy Rose Monzo, Trustee is the owner of property fronting on Mossie Boulevard with the rear of said property being adjacent to a subdivision known as the Monroe Heights Plan of Lots as set forth in a deed recorded February 12, 1981 in the Recorder of Deeds Office of Allegheny County in Deed Book Volume 6345, page 1157; and

WHEREAS, the Municipality of Monroeville and the owners of the land on which is situate Howard Johnson's facility have entered an Agreement relative to the sewer lines servicing said property and the use of said sewer line as evidenced by Monroeville Ordinance No. 297 adopted the 15th day of August, 1961; and

WHEREAS, Gateway Motels, Inc. has caused to be constructed a sanitary sewer line running from the Parkvale Building to the Monroeville sewer line servicing the Howard Johnson facility and adjacent properties, said sewer line being 728 feet in length; and

WHEREAS, Gateway Motels, Inc. has caused to be constructed a sanitary sewer line traversing property owned by Daisy Rose Monzo, Trustee and located on Mosside Boulevard between Monroeville and the said Monroe Heights Plan of Lots and the said sewer line carries sewage to the Municipal sewage line on Mosside Boulevard from the residential properties in the Monroe Heights Plan of Lots. Said Municipal sewer line is located on the easterly side of Mosside Boulevard (State Route 48); and

WHEREAS, the Municipality as part of the liens filed against the property on which is situate the Howard Johnson facility and the Parkvale Building assessed said property in the amount of \$47,008.09 with interest, said assessment being for charges over and above those treatment charges properly assessed by the Allegheny County Sanitary Authority; and

WHEREAS, Gateway Motels, Inc. has challenged and moved to strike the Municipal Liens on the basis that it is entitled to (a) credit for the construction of the 528 feet sewer line from the Parkvale Building structure to the Municipal sewer line servicing Howard Johnson other facilities; (b) charges over and above the Allegheny County Sanitary Authority treatment charges in accordance with Ordinance 297; (c) credit for the costs of the installation of the sewer line from the Monroe Heights Plan of Lots to the Municipal sewer line located on the east side of Mosside Boulevard and (d) credit for the grant of any required or desired municipal right of way; and

WHEREAS, the Parties hereto are desirous of resolving the various differences and disputes which have arisen between them as set forth in the above recitals and the Municipal Lien litigation filed by Monroeville and contested by Gateway Motels, Inc. and Al and Daisy Monzo.

NOW THEREFORE, in consideration of the above and in consideration of the covenants herein contained and intending to be legally bound hereby the parties hereto agree as follows:

1. The Municipality shall grant to Gateway a credit of \$24,428.00 for the installation of the 528 feet sewer line constructed by Gateway from the Parkvale Building to the Municipal sewer line servicing the Howard Johnson property and other adjacent facilities.
2. Gateway shall provide to Monroeville a metes and bound description of the Right of Way for the entire length said sewer line that shall be a minimum of fifteen (15) feet in width, and be approved by the Municipal Engineer. The right of way document shall be in recordable form and be executed by all property owners required to properly and legally convey said right of way and delivered to the Municipality and the Municipality shall thereafter have a Right of Way for the sanitary sewer line herein referenced.
3. The sewage bills for the Howard Johnson facility shall be amended to reflect the provisions of Ordinance 297 and shall delete interest charges and assessments over and above those assessed by the Allegheny County Sanitary Authority. This shall be in the form of a credit to Gateway and shall be in the amount of \$10,549.76.
4. The sewage charges for the Parkvale Building as of the date this Agreement is executed by all of the parties hereto shall be based upon Section 21 and 22 of Ordinance 450 as amended or as it may be hereinafter amended, supplemented, succeeded or replaced.

5. Gateway shall provide to Monroeville a metes and bounds description for a Rights of Way for the sanitary sewer line and storm sewer line between the Monroe Heights Plan of Lots and Mosside Boulevard for the entire length of said sewer line and a minimum of fifteen (15) feet in width. Said description shall be approved by the Municipal Engineer and placed upon a Right of Way document in a form approved by the Municipality to be executed by all property owners and be delivered to the Municipality by Gateway in recordable form.

6. Gateway shall be entitled to a credit against its sewage balance in the amount of \$13,030.33 for the installation of sewer line and the transfer of storm water between Monroe Heights Plan of Lots and Mosside Boulevard.

7. The two sanitary sewer lines and storm sewer line herein referenced shall become the property of the Municipality of Monroeville.

8. The Municipality shall cause to be satisfied the two Municipal Liens filed as hereinabove referenced upon execution of this Agreement.

9. Each party hereby releases and discharges the other for any and all claims and demands of any nature which may arise as a result of all of the claims and credits herein referenced and referenced in said Municipal Lien Claims at the No. hereinabove referenced.

10. Nothing herein shall be construed to change the terms of Ordinance 297 or Ordinance 450 as amended nor shall anything herein be construed to change, alter or delete any rights the Municipality may have relative to the assessments of sewer line charges and in Ordinance 297 or Ordinance 450 as amended or any other Ordinance of law.

11. Gateway, Monzo and Daisy Rose Monzo, Trustee specifically warrant and represent that they are the owners of the various properties as set forth in the above recital clauses, that each has the authority to execute this document and legally bind the parties each purports to represent, that each has the authority to bind the parcels of land in question with respect to the rights of way herein referenced and that no signature of any other party is required to legally bind Gateway Motels, Inc., Al Monzo, Daisy Monzo, Daisy Rose Monzo, Trustee and any beneficiary of the "Trustees" represented by Daisy Monzo, Trustee.

12. Gateway, Monzo and Daisy Rose Monzo, Trustee further warrant and represent that there are no other claims or credits of any nature against Monroeville that any of them have or are or should be aware of which may or could properly be any type of set-off against any existing or future municipal claims or liens.

13. This agreement represents the entire agreement of the parties hereto and shall extend to and be binding upon their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 15th day of November, 1983.

(SEAL)

ATTEST:

MUNICIPALITY OF MONROEVILLE

S/ Marshall W. Bond
Municipal Manager

S/ Michael P. Lynch
Mayor

ATTEST:

Gateway Motels, Inc.

S/ Daisy Monzo, Secretary

By S/ Al Monzo, Manager

S/ A. J. Martin
Witness

S/ Al Monzo
Al Monzo

S/ A. J. Martin
Witness

S/ Daisy Monzo
Daisy Monzo

S/ A. J. Martin
Witness

S/ Daisy Rose Monzo
Daisy Rose Monzo, Trustee
per deed recorded February 12,
1981 in the Recorder of Deeds
Office of Allegheny County in
Deed Book Volume 6345 Page 1157