

ORDINANCE NO. 1392

AN ORDINANCE OF THE MUNICIPALITY OF MONROEVILLE
AUTHORIZING THE PROPER OFFICIALS TO ENTER AN
AGREEMENT WITH CARL J. ERB AND CAMILLE H. ERB FOR
THE PURPOSE OF CONSTRUCTING AN ADDITIONAL PARKING
AREA AT 134 VERLINDEN DRIVE

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 Carl J. Erb and Camille H. Erb
for the purpose of constructing an additional parking area at 134 Verlinden
Drive.

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

AGREEMENT

THIS AGREEMENT, made this 15th day of November, 1983, by and between the MUNICIPALITY OF MONROEVILLE, hereinafter referred to as "MONROEVILLE"

A
N
D

CARL J. ERB and CAMILLE H. ERB, his wife hereinafter referred to as "Owner".

WITNESSETH THAT:

WHEREAS, Owner hold title and occupies premises known as 134 Verlinden Drive, Monroeville, Allegheny County, Pennsylvania, and

WHEREAS, Owner is desirous of placing a paved parking area for parking of a motor home as set forth on the drawing attached as Exhibit "A".

WHEREAS, the said parking area will slightly infringe upon a public sewer easement utilized by the Municipality of Monroeville for a sanitary sewer as set forth on attached Exhibit "B", and

WHEREAS, the Municipal Engineer has determined that said infringement will not be harmful to the said sanitary sewer.

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 has issued to Owner a building permit to construct said parking area as appears on the attached survey.
2. In consideration of the permit being issued and the said construction being performed on a public easement the Owner hereby indemnifies, releases and holds harmless the Municipality for any reason and all assessments, charges, losses, damages, costs and fines of any nature which may be assessed against the Municipality or any of its agents, servants or employees as a result of the issuance of said permit.
3. The Municipality specifically reserves the right to utilize the full width of the said 15 foot sewer easement including the portion on which the construction is proposed for any and all purposes related to the full utilization of said sewer easement.
4. In the event for any reason relating to the sewer easement utilization by the Municipality it is necessary to remove that portion of any building or paved parking area encroaching thereon resulting in any loss, cost or detriment to the Owner, the Owner agrees to accept full responsibility for the same.
5. The Owner agrees to be fully and completely responsible for any real estate title problem which may be caused by the construction of the proposed dwelling addition and to be fully responsible for any remedy which may be imposed to correct any such title problem.

6. Owner agrees to notify the next subsequent owner of the property of the encroachment which may be caused by the proposed construction.

7. This agreement represents the entire agreement between the Parties hereto, and shall extend to and be bound upon their heirs, executors, administrators, successors and assigns.

WITNESS the hands and seals of the Parties hereto the day and year first above written.

ATTEST:

MUNICIPALITY OF MONROEVILLE

S/ Marshall W. Bond
Municipal Manager

S/ Michael P. Lynch
Mayor

Witness

Carl J. Erb

Witness

Camille H. Erb

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF ALLEGHENY :

On this, the ___ day of _____, 1983, before me, a Notary Public, the undersigned officer, personally appeared CARL J. ERB and CAMILLE H. ERB, his wife, known to me or satisfactorily proved to be the persons whose names are subscribed to the within Agreement and acknowledged that they executed the same for the purposes therein contained.

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

Notary Public
My Commission Expires:

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF ALLEGHENY :

On this, the 15th day of November, 1983, before me, a Notary Public, the undersigned officer, personally appeared MARSHALL W. BOND, Municipal Manager of Monroeville and MICHAEL P. LYNCH, Mayor of Monroeville, known to me or satisfactorily proved to be the persons whose names are subscribed to the within Agreement and acknowledged that they executed the same for the purposes therein contained.

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

S/ Lois Lewis
Notary Public
My Commission Expires: 3/11/85