

ORDINANCE NO. 1477

AN ORDINANCE OF THE MUNICIPALITY OF MONROEVILLE AUTHORIZING THE PROPER OFFICIALS TO ENTER AN AGREEMENT WITH LAYTON SMITH FOR THE ERECTION OF A PLAY HOUSE AND SHED IN A MUNICIPAL RIGHT 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 an agreement with Layton Smith for the erection of a play house and shed in a municipal right of way. A copy of said Agreement is attached hereto, made a part hereof and marked Exhibit "A".

ORDAINED and ENACTED this 13th day of August, 1985.

ATTEST:

MUNICIPALITY OF MONROEVILLE

  
*Washington C. Platts*  
Assistant Municipal Manager

*Michael P. Lynch*  
Mayor

(SEAL)

ENTERED IN LEGAL BOOK

AGREEMENT

This Agreement made this 13 day of August, 1985, by and between the MUNICIPALITY OF MONROEVILLE, hereinafter referred to as "MONROEVILLE"

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LAYTON SMITH, hereinafter referred to as "OWNER".

WITNESSETH THAT:

WHEREAS, Owner holds title and occupies premises known as 546 Firethorn Drive Monroeville, Allegheny County, Pennsylvania, and

WHEREAS, Owner is desirous of erecting a play house and shed on said property as set forth on the drawing attached as Exhibit "A", and

WHEREAS, the play house and shed will slightly infringe upon a public easement utilized by the Municipality of Monroeville for a 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 easement.

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 or will issue to Owner a building permit to construct said play house and shed 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 10 foot sewer easement including the portion on which the play house 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 the play house, shed or other structure encroaching on the sewer easement resulting in any loss, costs 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 play house and shed 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.

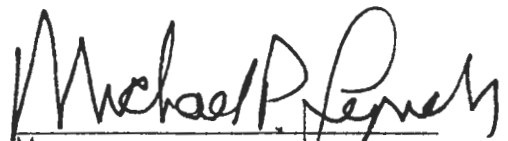
7. This agreement represents the entire agreement between the Parties hereto, and shall extend to and be binding upon their heirs, executors, administrators, successors and assigns.

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

ATTEST:

MUNICIPALITY OF MONROEVILLE

  
Assistant Municipal Manager

  
Mayor

\_\_\_\_\_  
Witness

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Layton Smith