

BOROUGH OF MONROEVILLE
ORDINANCE NO. 287

AN ORDINANCE OF THE BOROUGH OF MONROEVILLE AUTHORIZING THE PROPER OFFICERS OF THE BOROUGH OF MONROEVILLE TO EXECUTE AN AGREEMENT BETWEEN THE BOROUGH OF MONROEVILLE AND PITTSBURGH MIRACLE MILE, TOWN & COUNTRY SHOPPING CENTER, INC., THE PROVISIONS OF WHICH ARE SUMMARIZED HEREIN, AN EXACT COPY OF WHICH IS NOW AVAILABLE AT THE OFFICE OF THE BOROUGH MANAGER, MUNICIPAL BUILDING, MONROEVILLE, PENNSYLVANIA.

BE IT ORDAINED AND ENACTED by the proper officers of the Borough of Monroeville and it is hereby ordained and enacted by the authority of the same.

SECTION 1. The proper officers of the Borough of Monroeville are hereby authorized to execute an agreement between the Borough of Monroeville and Pittsburgh Miracle Mile, Town & Country Shopping Center, Inc., in substantially the form as summarized hereafter. An exact copy of the Agreement is now on file in the office of the Borough Manager at the Municipal Building, Monroeville, Pennsylvania, and is now available for inspection by any interest citizen. The Agreement substantially provides for the right of the Pittsburgh Miracle Mile, Town & Country Shopping Center, Inc., to convey sewage from all of its presently owned property as described in the Agreement to the Borough sewer system in exchange for payment of the Agreement, and the right of the Borough to lien certain portions of said land in the event of default.

SECTION 2. Any Ordinance or part of an Ordinance conflicting with the terms of this Ordinance is hereby repealed to the extent of such conflict.

ORDAINED AND ENACTED into law in Council this 15th day of June, 1961.

ATTEST:

s/A. H. Curtis
Secretary

S/Thomas Harter
President of Council

EXAMINED AND APPROVED by me this 15th day of June, 1961.

S/Anthony J. Martin
Burgess

CONTRACT

THIS CONTRACT, made and concluded at Pittsburgh, Pennsylvania this _____ day of _____, 1961, by and between THE BOROUGH OF MONROEVILLE, of the County of Allegheny, State of Pennsylvania, hereinafter referred to as the "Borough", and PITTSBURGH MIRACLE MILE TOWN & COUNTRY SHOPPING CENTER, INC., a Pennsylvania corporation, having its principal office at Philadelphia, Pennsylvania, hereinafter referred to as "Miracle Mile". WITNESSETH:

WHEREAS, Miracle Mile is the owner of certain property located in the Borough of Monroeville, County of Allegheny, State of Pennsylvania, hereinafter called the Miracle Mile property, which property is described as follows:

PARCEL NO. 1: All that certain tract or parcel of land situate in the Borough of Monroeville (Formerly Township of Pattop), County of Allegheny and State of Pennsylvania, bounded and described as follows, to wit:

Beginning at a corner common to land now or formerly of Millie Stone, land of the Cross Roads Presbyterian Church and land now or formerly of Gravity Fill Service Station Inc., formerly Daniel McMasters; thence by land of Cross Roads Presbyterian Church North 21° 29' West, 492.72 feet to the center of the Monroeville Center Road; thence along the said center line, North 56° 16' East, 128.84 feet to a point of curve; thence still along said center line by a line curving to the left with a radius of 410.28 feet, a distance of 137.37 feet to a point; thence to the side of said road, and by lands of G. R. Cole, North 87° 59' East, 316.51 feet to a point; thence still by land of G. R. Cole, North 1° 45' West, 239.82 feet to the center of the William Penn Highway Route 187; thence along said center line in an Easterly direction by a line curving to the right with a radius of 17,188.76 feet, a distance of 1,140.14 feet to a corner of land of The Allegheny Drive-In Theatre Company; thence by said land, South 3° 49' 30" East 916.23 feet to the Fox Plan of Lots; thence by the said Plan and lands of other parties, North 88° 25' West, 1563.08 feet to the place of beginning. Containing 30.349 Acres. BEING the same property which the School District of the Borough of Monroeville granted and conveyed unto the Mortgagor herein by deed dated Allegheny County, Pennsylvania, in Deed Book Volume 3255, page 653.

EXCEPTING therefrom Building Reserves "A" and "B" as shown on the attached plat.

PARCEL NO. 2: Beginning at a point on the center line of the Northern Turnpike, 40 feet wide, distant along said center line South 67° 55' East 167.82 feet from a point on the Easterly line of a tract of land conveyed by Mollie Stone to the Cross Roads Presbyterian Church by deed dated October 30, 1924, of record in Deed Book Volume 2216, page 186, which point of beginning is the Southeasterly corner of other land of Mary M. Reel; thence from place of beginning and along the line of land of Mary M. Reel, of which this is a part, the 2 following courses and distances: North 17° 40' East 191.06 feet to a point; and North 69° 50' West 220.06 feet to a point on the Easterly line of the aforesaid land conveyed to the Cross Roads Presbyterian Church; thence along said line, North 2° 02' East 142.75 feet to a point on line of lands of the Pittsburgh Miracle Mile Town & Country Shopping Center, Inc.; thence along said line, South 88° 25' East 715.96 feet to a point; thence by line of land now or formerly of Foster and passing through an iron pin. 0.2 feet South of said corner,

South 70° 40' West 595.86 feet to a point in the center line of the Northern Turnpike aforesaid; thence along said center line, North 66° 44' West 204.30 feet to a point on line of land conveyed to Clyde F. Fagan and wife by deed dated March 27, 1952, of record in Deed Book Volume 3177, page 304; thence along said line, North 17° 40' East 202.62 feet to a point; thence continuing along the same, North 83° 21' 30" West 85.60 feet to a point on line of lands of Guy W. Champney; thence along said line, North 17° 40' East 8.55 feet to a point; thence continuing along said line of Champney, North 74° 55' West 59.77 feet to a point at corner of land of Hurst; thence along said line of land of Hurst and land of Brown, North 66° 44' West 93.01 feet to a point; thence continuing along said line of Brown, South 17° 40' West 178 feet to the center line of the Northern Turnpike; thence along said center line, North 66° 44' West 93.73 feet to the Southeasterly corner of lands of Mary M. Reel, at the place of beginning. BEING the same property described in that General Warranty Deed from Mary Margaret Reel, formerly Mary Margaret Stone or Mollie Margaret Stone, and Raymond B. Reed, her husband, to Pittsburgh Miracle Mile Town & Country Shopping Center, Inc., dated February 4, 1955 and recorded February 7, 1955 in the Recorder's Office of Allegheny County, Pennsylvania.

TOGETHER WITH Building Reserves "A" and "B" as shown on the attached plat.

AND WHEREAS, said Parcel No. 1 is developed for commercial usage and said Parcel No. 2 is undeveloped land; and

WHEREAS, the Borough has constructed a certain sanitary sewer for the Pitcairn Watershed, which said sewer enters upon the Miracle Mile property from the southeast corner thereof, and the Borough desires to have said sewer used by Miracle Mile to provide sanitary sewer facilities to said property as hereinabove described; and

WHEREAS, the Borough is desirous that Miracle Mile suspend the use of the sewage treatment plant located on the Miracle Mile property and in lieu thereof use the said sanitary sewer above referred to for the purpose of removing sewage from the Miracle Mile property and the treatment thereof; and

WHEREAS, the Borough has determined that the cost of said sanitary sewer should be borne by the property benefitted thereby and has allocated to the Miracle Mile property according to benefits a proportion of the cost of said sewer in the amount of Eighty-five Thousand Dollars (\$85,000.00), said amount being determined without consideration of the fact that an operating sewage treatment plant was and is providing sanitary sewer services to and for the Miracle Mile property; and

WHEREAS, the determination of benefits and the proportion of said cost to be borne by the Miracle Mile property, was made as though all of the Miracle Mile property were presently developed and operated as commercial property; and

WHEREAS, Miracle Mile disputes the existence of any right of the Borough to charge Miracle Mile for the cost of said sanitary sewer or, if said right exists, to compute the same in the amounts or by the methods proposed to be adopted by the Borough; and

WHEREAS, the parties desire to resolve and settle their dispute in regard to said sanitary sewer;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties to this contract hereby covenant, promise and agree as follows:

1. As and for the use of said sanitary sewer, in accordance with the agreements herein contained, Miracle Mile agrees to pay sewer rent in the amounts listed in Appendix A, hereto attached and made a part hereof, until, and including the year 1991, and thereafter at the rate of One Dollar (\$1.00) per year, subject to the following:

A.

The Borough agrees to release Miracle Mile from all obligations hereunder, excepting sewer rents payable after 1991, at such times as Miracle Mile shall pay to the Borough the sums listed in Appendix B, attached hereto and made a part hereof, at the times referred to in said Appendix B.

B.

Said sewer rental payments listed in Appendix A, hereto attached and made a part hereof, and those due thereafter, shall be due and payable on the third day of January of each year therein listed. The Borough hereby agrees, in the event that said sewer rental payments are not made by the thirteenth of January of any of said years, to notify said Miracle Mile of the fact of such non-payment, by certified mail addressed to Miracle Mile at 42 South Fourth Street, Columbus 15, Ohio, or to such other address as may be furnished by Miracle Mile, and further agrees that the Borough shall not proceed to perfect any lien against the property for any unpaid annual installment until failure of Miracle Mile to make payment within twenty (20) days after the mailing of said notice.

2. The parties agree that the rentals provided for in Section 1 above are in lieu of, and the Borough hereby waives, all other charges of any nature against Miracle Mile for the use of said sanitary sewer for the Miracle Mile property, including, but not limited to the following: (a) user charges (b) construction and related costs (c) connection to tap permits or privileges for any of said property whether presently developed or not (d) repair or maintenance of said sewer; excepting, however, that certain charge for sewage treatment levied and assessed by the Allegheny County Sanitary Authority, for which said Authority the Borough of Monroeville acts as a collecting agent. With reference to the said charge for treatment of sewage charged by the Allegheny County Sanitary Authority and collected by said Borough, the Borough hereby agrees to bill said charges directly to the tenants of Miracle Mile and to make a reasonable attempt to collect said charges as billed from said tenant prior to looking to Miracle Mile for payment of said charges.

3. The parties recognize that the amount of the allocation of said Eighty-five Thousand Dollars (\$85,000.00) was determined as though both Parcel No. 1 and Parcel No. 2 of the Miracle Mile property were developed for commercial use. It is recognized that the existence of a potential lien for sewer rental hereunder would seriously interfere with the development of Parcel No. 2. as commercial property capable of utilizing

the potential benefits of said sewer. The parties agree that Parcel No. 1 is adequate security for the undertakings hereunder of Miracle Mile. The Borough, therefore, expressly waives any claim whatsoever by liens or otherwise against said Parcel No. 2 for non-payment by Miracle Mile of any of its obligations hereunder at any time during the period of this agreement. The waiver of liens against Parcel No. 2 shall be of the essence of this settlement agreement.

4. The Borough agrees to permit Miracle Mile, subject to the conditions of this contract, to use said sanitary sewer facilities fully and freely for the Miracle Mile property as an integral part of the sanitary sewer system of the Borough or its successors as long as said sewer is capable of repair for reasonable use and for a period which in no event shall be less than thirty (30) years from the date of the execution of this contract.

5. In the event that the Borough, or its successors, should refuse to honor any of the rights, powers and privileges accorded to Miracle Mile herein, by refusing sewer facilities as herein provided, or by exacting additional fees for such facilities contrary to the terms hereof, or by attempting to assert a lien or other encumbrance against Parcel No. 2 of the Miracle Mile property for enforcement of obligations hereunder, Miracle Mile may elect to rescind this settlement agreement and recover from the Borough or its successors the rentals paid by Miracle Mile with interest at 4-1/2% per annum.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

Signed in the presence of:

S/A.H.Curtis

S/Harley C. Schofield

THE BOROUGH OF MONROEVILLE
BY S/Thomas Harter

PITTSBURGH MIRACLE MILE, TOWN &
COUNTRY SHOPPING CENTER, INC.,

BY S/D.M.Casto, Pres.
S/Jos. Skilken, Sec.

APPENDIX "A"

<u>YEAR</u>	<u>BONDS MATURING</u>	<u>RENTAL</u>	<u>INTEREST</u>	<u>PRINCIPAL</u>	<u>PRINCIPAL AND INTEREST</u>
1962	0	\$7,000	\$4,275	*\$1,395	* \$5,670
1963	0	7,000	4,275	* 1,395	* 5,670
1964	0	7,000	4,275	2,725	7,000
1965	0	7,000	4,275	2,725	7,000
1966	\$10,000	7,000	4,275	2,725	7,000
1967	0	7,000	3,825	3,175	7,000
1968	0	7,000	3,825	3,175	7,000
1969	0	7,000	3,825	3,175	7,000
1970	0	7,000	3,825	3,175	7,000
1971	\$15,000	7,000	3,825	3,175	7,000
1972	0	6,000	3,150	2,850	6,000
1973	0	6,000	3,150	2,850	6,000
1974	0	6,000	3,150	2,850	6,000
1975	0	6,000	3,150	2,850	6,000
1976	\$15,000	6,000	3,150	2,850	6,000
1977	0	6,000	2,475	3,525	6,000
1978	0	6,000	2,475	3,525	6,000
1979	0	6,000	2,475	3,525	6,000
1980	0	6,000	2,475	3,525	6,000
1981	\$18,000	6,000	2,475	3,525	6,000
1982	0	6,000	1,665	4,335	6,000
1983	0	6,000	1,665	4,335	6,000
1984	0	6,000	1,665	4,335	6,000
1985	0	6,000	1,665	4,335	6,000
1986	\$22,000	6,000	1,665	4,335	6,000
1987	0	3,600	675	2,925	3,600
1988	0	3,600	675	2,925	3,600
1989	0	3,600	675	2,925	3,600
1990	0	3,600	675	2,925	3,600
1991	\$15,000	3,600	675	2,925	3,600

(* 1962 and 1963 the sum of \$1,330 to be paid to underwriters)

APPENDIX "B"

<u>YEAR</u>	<u>TOTAL AMOUNT REQUIRED</u>
1962	\$35,000 + 105% of unpaid principal
1963	\$28,000 + 105% of unpaid principal.
1964	\$21,000 + 105% of unpaid principal.
1965	\$14,000 + 105% of unpaid principal.
1966	\$7,000 + 105% of unpaid principal.
1967	105% of unpaid principal.
1968	105% of unpaid principal.
1969	105% of unpaid principal.
1970	105% of unpaid principal.
1971	105% of unpaid principal.
1972	102-1/2% of unpaid principal.
1973	102-1/2% of unpaid principal.
1974	102-1/2% of unpaid principal.
1975	102-1/2% of unpaid principal.
1976	102-1/2% of unpaid principal.
1977 to 1991	Unpaid principal.