

ORDINANCE NO. 749

AN ORDINANCE OF THE BOROUGH OF MONROEVILLE AUTHORIZING
AN AGREEMENT OF SALE FOR THE PURCHASE OF PROPERTY FOR
PARK PURPOSES

BE IT ORDAINED and enacted by the Borough of Monroeville,
in Council assembled, as follows:

Section 1. That certain property owned by Edward McGrady, Jr., and Ruth McGrady, his wife, to the south of Garden City Plan No. 15 and Cottonwood Drive, as more specifically described in the agreement of sale, attached to this ordinance as Exhibit "A", be purchased for park and recreational purposes by the Borough of Monroeville for a sum of Seven Thousand Five Hundred (\$7,500.00) Dollars.

Section 2. The proper officers of the Borough of Monroeville are hereby authorized and directed to enter into an agreement of sale, a copy of which is attached hereto as Exhibit "A", for the purchase of the property described therein for a purchase price of Seven Thousand Five Hundred (\$7,500.00) Dollars.

ORDAINED AND ENACTED this 13th day of July, 1971.

ATTEST:

BOROUGH OF MONROEVILLE

S/ Carrol F. Pickens
Secretary

By S/ George C. Dale
President of Council

EXAMINED AND APPROVED This 15 day of July, 1971.

S/ John J. Duncan
Mayor

(SEAL)

ENTERED IN Legal Book July 26, 1971.

THIS AGREEMENT

Made the _____ day of _____ in the year of Our Lord
one thousand nine hundred and seventy-one (1971)

between EDWARD MC CRADY, JR., and RUTH R. MC CRADY, his wife, residing
on Lougeay Road, Pittsburgh, Pennsylvania 15235, parties of the first
part,

A N D

THE BOROUGH OF MONROEVILLE, a Municipal Corporation, having its office
at 2700 Monroeville Boulevard, Monroeville, Pennsylvania 15146,

_____ party of the second part.

Witnesseth, That the said parties of the first part, for the consideration hereinafter mentioned, do, for their heirs, executors and administrators, covenant, promise and agree, to and with the said party of the second part, its heirs and assigns, by these presents, that, the said parties of the first part, shall and will, on or before September 1, 1971, at the proper costs and charges of the said parties of the first part, their heirs and assigns, by deed of general warranty, well and sufficiently grant, convey and assure unto the said party of the second part, its heirs and assigns, in fee simple, clear of all encumbrances.

FIRST: BEGINNING at a point in the southerly line of Lot No. 1507, in Garden City Plan No. 15, which point is the easterly terminus of the line South $63^{\circ} 15' 20''$ East as shown on said plan; thence along the southerly line of said lot South $79^{\circ} 59' 17''$ East, 32.455 feet to a point; thence still South $79^{\circ} 59' 17''$ East, 658.815 feet to a point; thence South $26^{\circ} 44' 40''$ West, 199.02 feet to a point; thence North $63^{\circ} 15' 20''$ West, 662 feet to the point at the place of beginning.

SECOND: BEGINNING at a point on the southerly side of Cottonwood Drive, fifty (50) feet wide, as shown in Garden City Plan No. 15, of record in the Recorder's Office of Allegheny County, Pennsylvania, in Plan Book Volume 65, pages 72, 73 and 74, which point is a distance of 6.96 feet measured along the southerly side of Cottonwood Drive, North $63^{\circ} 15' 20''$ West from the northwestwardly corner of Lot No. 1509 in said plan; thence along the southerly side of Cottonwood Drive, North $63^{\circ} 15' 20''$ West, 50 Feet to a point; thence South $26^{\circ} 44' 40''$ West, 130 feet to the dividing line between properties of the parties hereto; thence along said line, South $63^{\circ} 15' 20''$ East, 50 feet to a point; thence North $26^{\circ} 44' 40''$ East, 130 feet to the southerly side of said Cottonwood Drive, the place of beginning.

BEING part of property conveyed by the Deed of Sampson Bros. Inc., to the Grantors herein dated August 7, 1958 and recorded in the Recorder of Deeds Office in Deed Book Volume 3708 Page 421.

BEGINNING at a point at the southeasterly corner of Lot No. 1510 in Garden City Plan No. 15, which lies on a line South $63^{\circ} 15' 20''$ East as shown on said plan; thence along this line South $63^{\circ} 15' 20''$ East for a distance of 586.21 feet to a point; thence South $26^{\circ} 35'$ West for a distance of 40 feet to a point; thence South $87^{\circ} 15'$ Feet West for a distance of 800 feet to a point; thence North $56^{\circ} 0'$ West 340 feet to a point; thence North $8^{\circ} 12' 40''$ East 404 feet to a point; thence South $63^{\circ} 15' 20''$ East for a distance of 606.06 Feet to the place of beginning.

Together with all and singular the buildings, improvements and other premises hereby demised, with the appurtenances. In consideration whereof the said party of the second part, its heirs, executors and administrators, doth covenant, promise and agree, to and with the said parties of the first part, their heirs and assigns, by these presents, that the party of the second part, its heirs, executors and administrators shall and will well and truly pay or cause to be paid unto the said parties of the first part, their executors and assigns the sum of SEVEN THOUSAND FIVE HUNDRED (\$7,500.00) DOLLARS. Which parcel is part of property conveyed by the Deed of Gulf Oil Corp., to the Grantors herein dated February 2, 1968 and recorded in the Recorder's Office in Deed Volume 4483 page 259. The deed shall convey the property subject to all easements of record, and shall contain a clause that the property is to be used for park and recreational purposes.

Deed transfer stamps shall be divided between the parties.

Taxes, rents and insurance to be pro-rated as of the date of closing.

Possession to be given on the date of closing.

NOTICE--THIS DOCUMENT MAY NOT (DOES NOT) SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE (HAVE) THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE OR RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P. L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.).

And for the true performance of all and every the covenants and agreements aforesaid, each of the said parties bindeth himself, his heirs, executors and administrators, unto the other, his executors, administrators and assigns, firmly by these presents.

The deed to be delivered will contain the notice prescribed by the Bituminous Mine Subsidence and Land Conservation Act of 1966, which notice the party of the second part hereby covenant(s) and agree(s) to sign on delivery of the deed.

In Witness Whereof, The said parties to this agreement have hereunto set their hands and seals the day and year first above written.

SEALED AND DELIVERED IN THE PRESENCE OF

(SEAL)

Edward McCrady, Jr.

(SEAL)

Ruth R. McCrady

(SEAL)

(SEAL)

George Dale, President of
Council of the Borough of
Monroeville

A G R E E M E N T

FROM

EDWARD MC CRADY and
RUTH MC CRADY, HIS WIFE,

TO

THE BOROUGH OF
MONROEVILLE

FOR

Sale to be closed 19

Remarks

RICHARD L. ROSENZWEIG, ESQ.
1603 Law & Finance Bldg.
Pittsburgh, Pa. 15219

For sale by P.O. Naly Co. Law
Blank Publishers
425 Fourth Avenue, Pittsburgh,
Pennsylvania 15219
Copyright 1969 P. O. Naly Company

Commonwealth of Pennsylvania

County of _____

ss:

On this _____ day of _____ A.D. 19 _____, before me,
_____ in and for said
came the above named

and _____ acknowledge the foregoing Agreement to be _____ act and deed, to the
end that it may be recorded as such.

Witness my hand and _____ seal.
