

ORDINANCE NO. 958

AN ORDINANCE OF THE BOROUGH OF MONROEVILLE AUTHORIZING THE APPROPRIATE OFFICIALS TO ENTER INTO A CONTRACT WITH ROY W. LEUKHARDT JR. AND SARA B. LEUKHARDT, HIS WIFE FOR THE PURPOSE OF ACQUIRING A SEWER EASEMENT.

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

SECTION I. That the appropriate officials of the Borough of Monroeville are hereby authorized to enter into a contract with Roy W. Leukhardt Jr. and Sara B. Leukhardt, his wife, for the purpose of acquiring a sewer easement.

SECTION II. That the contract is hereby approved and ratified and a copy of said indenture is attached hereto and made a part hereof and marked Exhibit "A".

ORDAINED AND ENACTED this 12th day of August, 1975.

ATTEST:

BOROUGH OF MONROEVILLE

S/ Marshall W. Bond
Secretary

S/ By George C. Dale
President of Council

(SEAL)

EXAMINED AND APPROVED this 15th day of August, 1975.

S/ R. E. Droske
Mayor

MADE this 19th day of August, in the year of our Lord, one thousand nine hundred and seventy-five (1975),

BY AND BETWEEN ROY W. LEUKHARDT JR. and SARA B. LEUKHARDT, his wife, parties of the first part

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THE BOROUGH OF MONROEVILLE, a municipal corporation, created under the laws of Pennsylvania, and located in Allegheny County, Pennsylvania, party of the second part.

W I T N E S S E T H:

THAT the parties of the first part for and in consideration of the sum of Six Hundred Twenty-five (\$625.00) Dollars to the parties of the first part in hand paid by the party of the second part, the receipt of which is hereby acknowledged, do grant, bargain, sell, dedicate and convey for sewer line purposes unto the said party of the second part, its successors and assigns an easement in, under and through a parcel of land twenty (20) feet wide, ten (10) feet of which shall be on each side of the following center line description:

BEGINNING at a point on the Westerly line of the Roy W. Leukhardt and Sara B. Leukhardt property located in Franklin Township, Westmoreland County, Pennsylvania, said point being the center line of the Turtle Creek stream and boundary line between Monroeville Borough, Allegheny County and Franklin Township, Westmoreland County, thence North $49^{\circ} 15'$ East 115 feet plus or minus to a point (M.H. #37) thence North $32^{\circ} 45'$ West 330 feet to the North boundary line of said property.

Above described being the center line of a 20' sewer easement and containing .20 acres more or less.

The grantors herein, for themselves, their heirs, executors, administrators and assigns hereby covenant and agree to and by these presents do release and forever discharge the said Borough of Monroeville, its successors and assigns from any liability and damages arising and to arise from the appropriation of the premises hereinabove described for sewer line purposes and for physical grading thereof, to any grade that may be established with the appurtenances:

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, and the reversions, remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, property, claim and demand whatsoever, as well in law, as in equity, of the said parties of the first part, of, in or to the above described premises and every part and parcel thereof, with the appurtenances.

The parties of the first part grant unto the party of the second part the right of ingress, egress and storage as is necessary from time to time for construction and proper maintenance of said sewer line.

TO HAVE AND TO HOLD all and singular the above mentioned and described premises together with the appurtenances unto the said party of the second part, its successors and assigns, forever.

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

NOTICE - This document may 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 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, 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.)

WITNESS the hands and seals of the said parties of the first part.

S/ Roy W. Leukhardt Jr. _____

S/ Sara B. Leukhardt _____

(SEAL)

ATTEST:

S/ Marshall W. Bond

CERTIFICATE OF RESIDENCE

I, JOHN D. FINNEGAN, Solicitor, do hereby certify that the precise residence of The Borough of Monroeville is 2700 Monroeville Blvd., Monroeville, Pennsylvania 15146.

Witness my hand this day of August, 1975.

_____ John D. Finnegan, Solicitor

COMMONWEALTH OF PENNSYLVANIA)
) ss:
 COUNTY OF ALLEGHENY)

On this 19th day of August, A. D. 1975, before me, a Notary Public in and for the said Commonwealth and County, came the above-named ROY W. LEUKHARDT, JR. and SARA B. LEUKHARDT, his wife, and they acknowledged the forgoing Indenture to be their act and deed, to the end that it may be recorded as such.

WITNESS my hand and seal.

S/ Helen P. Tucker (seal)