

ORDINANCE NO. 1040

AN ORDINANCE OF THE MUNICIPALITY OF MONROEVILLE  
AUTHORIZING OFFICIALS TO ENTER A RELEASE AGREE-  
MENT WITH KATHERINE M. SANTONASTIO, A/K/A  
KATHERINE M. SANTO

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

SECTION I. The Municipal Officials of Monroeville are hereby authorized to enter a release agreement with Katherine M. Santonastio, A/K/A Katherine M. Santo and are hereby authorized to come onto the Santonastio property located at 2625 Monroeville Boulevard to asphalt her driveway which Owner has claimed certain damages due to the widening and installation of sidewalks on Monroeville Boulevard.

SECTION II. A copy of the release agreement is attached hereto and made a part hereof and marked Exhibit "A".

ORDAINED AND ENACTED this 12th day of October, 1976.

(SEAL)

ATTEST:

MUNICIPALITY OF MONROEVILLE

S/ Marshall W. Bond  
Municipal Manager

S/ R. E. Droske  
Mayor

Entered in Legal Book October 21, 1976

A G R E E M E N T

THIS AGREEMENT made by and between the MUNICIPALITY OF MONROEVILLE, (hereinafter referred to as "Municipality") and VINCENT L. SANTONASTASIO and KATHERINE M. SANTONASTIO, hiswife, A/K/A VINCENT L. SANTO and KATHERINE M. SANTO, his wife, (hereinafter referred to as "Owner").

WHEREAS, the Owner holds title in fee simple to property known as 2625 Monroeville Boulevard, Monroeville, Pennsylvania, having erected thereon a one story dwelling house,

WHEREAS, the County of Allegheny has caused the said Monroeville Boulevard to be widened and has installed sidewalks pursuant to the direction of the Municipality of Monroeville,

WHEREAS, as a result of said widening and installation of sidewalks the Owner has claimed certain damages to the subject property,

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 Owner hereby authorizes and consents to the Municipality of Monroeville coming onto the property of the Owner for the purpose of repairing and replacing asphalt upon the driveway of the Owner.

2. The Owner agrees that this is the sole damage done to their property and that no other claims for damages exist and that the proper asphaltting of said driveway will remedy the claimed damage.

3. The Municipality of Monroeville is authorized to and agrees to asphaltting the said driveway for the purpose of repairing the same and for the purpose of bringing said driveway to satisfactory grade level to the sidewalk on Monroeville Boulevard.

4. Upon completion of the work herein described by the Municipality of Monroeville, the Owner hereby forever releases and discharges the Municipality of Monroeville and the Borough of Monroeville for any claims, damages or cause of action of any nature with respect to the widening and installation of said sidewalks on and adjacent to the property of the Owner. It is the intent of the parties that the completion of the work herein described will completely fulfill any obligation of the Municipality and satisfy every damage claim of the Owner against the Municipality.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this 12th day of October, 1976.

(SEAL)

ATTEST:

MUNICIPALITY OF MONROEVILLE

S/ Marshall W. Bond  
Municipal Manager

By S/ R. E. Droske  
Mayor

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

deceased  
Vincent L. Santonastasio  
(a/k/a Vincent L. Santo)

S/ Katherine M. Santonastasio  
Katherine M. Santonastasio  
(a/k/a Katherine M. Santo), his wife