



**TOWNSHIP OF NORTH FAYETTE
RESOLUTION NO. 47-24**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF NORTH FAYETTE, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH 2000 PARK LANE PROPERTIES, L.P., SUMMIT PARK DRIVE LOT 4 PARTNERS, L.P., AND 3000 PARK LANE PROPERTIES, L.P., REGARDING THE PAYMENT OF COSTS RELATED TO SIDEWALK CONSTRUCTION.

WHEREAS, the Township of North Fayette (hereinafter "Township"), is a Municipal Corporation, duly organized and existing under the laws of the Commonwealth of Pennsylvania; and

WHEREAS, the Township has constructed a sidewalk on Park Lane Drive along the frontage of the Properties (hereinafter "Properties") located at 3000 Park Lane Drive, Pittsburgh, PA 15275 (Allegheny County Parcel ID Nos.: 498-R-1 & 498-R-10); and

WHEREAS, 3000 Park Lane Properties, L.P., (hereinafter "Property Owner"), is the owner of or has a legal or equitable interest in the Properties; and

WHEREAS, per §2401.(c)(3) of the Second Class Township Code (Act No. 69 of 1933), and per §21-104.1.B of the municipal code, the expense of the construction of the sidewalks shall be paid by the abutting property owner; and

WHEREAS, the Property Owner has been accessed by the Township for the sidewalk construction cost in the amount of Thirty-Two Thousand Eight Hundred Twelve and 30/100 Dollars (\$32,812.30); and

WHEREAS, the Township intends to construct a sidewalk adjacent to the Boardwalk I Property along the street frontage of Summit Park Drive (the "Boardwalk I Sidewalk"); and

WHEREAS, 2000 Park Lane Properties, L.P., owns that certain parcel of real estate located at 6000 Park Lane, Pittsburgh, PA 15275, known as Parcel ID No. 497-C-1 (the "Boardwalk I Property"); and

WHEREAS, Summit Park Drive Lot 4 Partners, L.P., owns that certain parcel of real estate located at 7000 Park Lane, Pittsburgh, PA 15275, known as Parcel ID No. 497-D-50 (the "Boardwalk II Property"); and

WHEREAS, 2000 Park Lane Properties, L.P., 3000 Park Lane Properties, L.P., and Summit Park Drive Lot 4 Partners, L.P., (known collectively hereinafter as "Property Owners") will all benefit from the 3000 Park Lane Sidewalk and the Boardwalk I Sidewalk; and

WHEREAS, the Property Owners have agreed to pay Thirty-Two Thousand Eight Hundred Twelve and

30/100 Dollars (\$32,812.30) for the construction of the 3000 Park Lane Sidwalk (the "Sidewalk Contribution"), in four (4) installments to the Township.

WHEREAS, the Township has agreed to build the Boardwalk I Sidewalk within five (5) years without any additional contribution (besides the Sidewalk Contribution) from the Property Owners.

WHEREAS, based on the terms and conditions in the Memorandum of Understanding (Attached as "Exhibit A"), the Township and the Property Owners want to record their agreement about the costs of building the 3000 Park Lane Sidewalk and the Boardwalk I Sidewalk.

NOW THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the Township of North Fayette hereby resolves as follows, incorporating the above recitals by reference:

SECTION 1. The Township Manager is authorized to execute the attached Memorandum of Understanding ("Exhibit A") with 2000 Park Lane Properties, L.P., 3000 Park Lane Properties, L.P., and Summit Park Drive Lot 4 Partners, L.P.

SECTION 2. All prior resolutions are hereby repealed in whole or in part to the extent inconsistent herewith.

SECTION 3. This Resolution shall take effect immediately.

AND NOW, this 14th day of May 2024, upon motion duly made and seconded, the foregoing **RESOLUTION** is hereby adopted.


ATTEST:


James Mangan
Township Manager

**TOWNSHIP OF NORTH FAYETTE
BOARD OF SUPERVISORS**


James Morosetti, Chairman


Robert Doddato, Vice Chairman


Mark O'Donnell, Treasurer

APPROVED AS TO FORM:


Michele Cromer, Esquire
Township Solicitor

EXHIBIT 'A'

MEMORANDUM OF UNDERSTANDING

- BETWEEN -

TOWNSHIP OF NORTH FAYETTE

- AND -

**2000 PARK LANE PROPERTIES, L.P.
SUMMIT PARK DRIVE LOT 4 PARTNERS, L.P.
3000 PARK LANE PROPERTIES, L.P.**

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "Memorandum") dated as of this 14th day of May, 2024, is made by and among NORTH FAYETTE TOWNSHIP, a political subdivision in the Commonwealth of Pennsylvania (the "Township"), 2000 PARK LANE PROPERTIES, L.P., a Pennsylvania limited partnership ("2000 Park Lane"), SUMMIT PARK DRIVE LOT 4 PARTNERS, L.P., a Pennsylvania limited partnership ("Summit Park"), and 3000 Park Lane Properties, L.P., a Pennsylvania limited partnership ("3000 Park Lane") and, together with 2000 Park Lane and Summit Park, collectively, the "Property Owners". The Township and the Property Owners are individually referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, 2000 Park Lane owns that certain parcel of real estate located at 6000 Park Lane, Pittsburgh, PA 15275, known as Allegheny County Parcel ID No. 497-C-1 (the "Boardwalk I Property"); and

WHEREAS, Summit Park owns that certain parcel of real estate located at 7000 Park Lane, Pittsburgh, PA 15275, known as Allegheny County Parcel ID No. 497-D-50 (the "Boardwalk II Property"); and

WHEREAS, 3000 Park Lane owns those two (2) certain parcel of real estate located at 3000 Park Lane, Pittsburgh, PA 15275, known as Allegheny County Parcel ID Nos. 498-R-1 and 498-R-10 (collectively, the "3000 Park Lane Property"); and

WHEREAS, as part of the Township's on-going connectivity project, the Township constructed a sidewalk adjacent to the 3000 Park Lane Property along Park Lane's street frontage (the "3000 Park Lane Sidewalk"); and

WHEREAS, the Township intends to construct a sidewalk adjacent to the Boardwalk I Property along Summit Park Drive's street frontage (the "Boardwalk I Sidewalk"); and

WHEREAS, pursuant to Section 2401(c)(3) of the Second-Class Township Code (Act No. 69 of 1933), and Section 21-104.1.B of the Townships Code of Ordinances, the Township may charge the costs of constructing sidewalks to abutting property owners; and

WHEREAS, each of the Property Owners will benefit from the 3000 Park Lane Sidewalk and the Boardwalk I Sidewalk; and

WHEREAS, each of the Property Owners are affiliated with each other; and

WHEREAS, upon the terms and conditions set forth herein, the Parties desire to set forth their understanding and agreement with respect to the costs of constructing the 3000 Park Lane Sidewalk and the Boardwalk I Sidewalk.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties hereto, with the intent to be legally bound hereby, agree as follows:

1. Recitals. The foregoing recitals are incorporated herein as if the same were fully set forth herein.

2. Sidewalk Contribution. The Property Owners agree to contribute the sum of Thirty-Two Thousand Eight Hundred Twelve and 30/100 Dollars (\$32,812.30) towards the costs of constructing the 3000 Park Lane Sidewalk and the Boardwalk I Sidewalk (the "Sidewalk Contribution"). The Sidewalk Contribution shall be made to the Township in four (4) separate payments of Eight Thousand Two Hundred Three and 08/100 Dollars (\$8,203.08) each, as follows: (i) the first payment shall be due and payable to the Township on or before December 1, 2024, (ii) the second payment shall be due and payable to the Township on or before December 1, 2025, (iii) the third payment shall be due and payable to the Township on or before December 1, 2026, and (iv) the final payment shall be due and payable to the Township upon the later to occur of (a) on or before December 1, 2027, or (b) within thirty (30) days following the date the Township completes the Boardwalk I Sidewalk.

3. Township's Construction of the Boardwalk I Sidewalk. The Township agrees that it shall construct the Boardwalk I Sidewalk at the Township's sole cost and expense without any additional contribution (other than the Sidewalk Contribution) from the Property Owners. The Township agrees to complete such Boardwalk I Sidewalk within five (5) years from the date of this Memorandum. In no event shall any of the Property Owners have any additional obligation to construct, or contribute towards the costs of constructing, the Boardwalk I Sidewalk or the 3000 Park Lane Sidewalk, except for the Sidewalk Contribution. In the event that utility conflicts or other site conditions require any modest adjustments to the precise the location of the Boardwalk I Sidewalk (no more than 4 ft. in either direction from the current Plan), the parties shall confer and mutually agree as to said Plan revisions, which consent shall not be unreasonably withheld, and the Township shall not be liable to pay any damages or other consideration under the Eminent Domain Code, or otherwise under law, arising out of said revisions to the extent that said revisions cause the Boardwalk I Sidewalk or portions thereof to be located in whole or in part outside of the current Township Road right-of-way.

4. Further Assurances. Each Party shall, whenever and as often as it shall be reasonably requested so to do by another Party, execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered any and all such further confirmation, instruments of further assurance, and any and all such further instruments and documents as may be reasonably necessary, expedient or proper, in order to evidence, complete, or to accomplish any and all matters and things agreed to, or required by the provisions of this Memorandum.

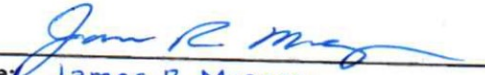
5. Binding Effect; No Modification. This Memorandum and all of its terms and conditions shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns. The obligation of the Property Owners to make payments under Section 2 shall be joint and several. No modifications or amendments of this Memorandum shall be binding unless such modifications are in writing and signed by the parties hereto.

6. Entire Agreement; Governing Law. This Memorandum constitutes the entire agreement between the parties with respect to the subject matter herein contained and all prior negotiations with respect to the subject matter herein contained are merged into and incorporated into this Memorandum. All prior documents and correspondence between the parties with respect to the subject matter herein contained are superseded and of no further force or effect. This Memorandum shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to any conflict of laws provisions, and any enforcement proceedings shall be brought forth in the Court of Common Pleas of Allegheny County, Pennsylvania.

7. Counterparts. This Amendment may be executed in two (2) or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same instrument. Such counterparts may be exchanged by e-mail delivery of a "pdf" format data file, and that the "pdf" copies of each party's respective signature shall be binding on such party as if the same were an original signature.

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the day and year first above written, intending to be legally bound hereby.


NORTH FAYETTE TOWNSHIP

By: 
Name: James R. Mangan
Title: Township Manager

2000 PARK LANE PROPERTIES, L.P.

By: Scalo Park Lane Associates, LLC, its general partner

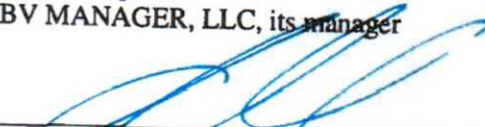
By: TBV Manager, LLC, its manager

By: 
James D. Scalo, Manager

SUMMIT PARK DRIVE LOT 4 PARTNERS, L.P.

By: SCALO SUMMIT PARK DRIVE LOT 4, LLC, its general partner

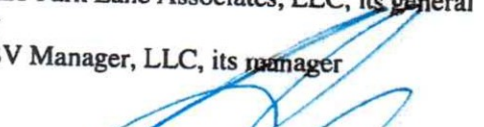
By: TBV MANAGER, LLC, its manager

By: 
James D. Scalo, Manager

3000 PARK LANE PROPERTIES, L.P.

By: Scalo Park Lane Associates, LLC, its general partner

By: TBV Manager, LLC, its manager

By: 
James D. Scalo, Manager