

**Rachel O'Neill**  
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Email: roneill@reedsmith.com

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225 Fifth Avenue  
Pittsburgh, PA 15222-2716  
+1 412 288 3131  
Fax +1 412 288 3063  
reedsmith.com

August 31, 2022

***By Electronic Delivery***

Director Kim Lucas  
Department of Mobility and Infrastructure  
City-County Building  
414 Grant Street, Room 301  
Pittsburgh, PA 15219

**Re: Vacation of Approximately 25' of Wylie Avenue in Lower Hill Site**

Dear Director Lucas:

The Urban Redevelopment Authority (URA) and Sports and Exhibition Authority (SEA) own certain real property in the 3<sup>rd</sup> Ward of the City of Pittsburgh (the "Lower Hill Site") being developed by Pittsburgh Arena Real Estate Development LP (PAR). Based on plans for development of the Lower Hill Site in 2015, the City accepted the location of proposed rights-of-way through Resolution 309 of 2015 which rights-of-way are included on the Lower Hill Planned Development Improvement Subdivision Site Plan No. 1, enclosed for reference. In 2019, the City accepted dedication Logan Street, Fullerton Street, and a portion of Wylie Avenue, through Resolution 41 of 2019.

A portion of Wylie Avenue extends beyond the intersection with Logan Street by approximately 25 feet. The SEA and URA respectfully request that the City release vacate this portion of Wylie Avenue which is further described on the enclosed legislation (the "Vacation Area"). Enclosed please find a completed Vacation Application with supporting materials, which were initially submitted to the City in March 2020. The Vacation Area does not connect Wylie Avenue or Logan Street to Washington Place or another destination, and it remains unused. To facilitate development of the Lower Hill Site, the Vacation Area must be vacated. The URA and the SEA own all of the property adjacent to the Vacation Area, and the vacation will not negatively impact the public. We understand that utility lines run underneath the Vacation Area and have obtained and submitted to DOMI the appropriate consents and easements.

Please call me if you have any questions. Thank you for your attention to this matter, we look forward to the advancement of this development.

Best,

*Rachel O'Neill*

Enclosures



CITY OF PITTSBURGH  
DEPARTMENT OF MOBILITY & INFRASTRUCTURE  
CITY-COUNTY BUILDING

**STREET VACATION APPLICATION**

Date: 8/31/2022

Applicant Name: Pittsburgh Arena Real Estate Development LP

Property Owner's Name (if different from Applicant): URA, SEA

Address: 225 Fifth Avenue/ Pittsburgh, PA 15222/ Attn: Rachel O'Neill

Phone Number: 412-288-3131 Alternate Phone Number: \_\_\_\_\_

Email Address: roneill@reedsmith.com

Location of Proposed Vacation: Lower Hill Planned District

Ward: 2, 3 Council District: 6 Lot and Block: 2-C-410

What is the properties zoning district code? SP-11 (zoning office 255-2241)

Is the proposed vacation developed? Yes  No

Width of Existing Right-of-Way (sidewalk or street): 78 (Before vacation)

Length of Existing Right-of-Way (sidewalk or street): 29.43-31.43 (Before vacation)

Width of Proposed Vacation: 78

Length of Proposed Vacation: 29.43-31.43

Number of square feet of the proposed vacation: \_\_\_\_\_

Description of vacation: Vacation of portion of Wylie Avenue

Reason for application:

The portion of Wylie Avenue to be vacated extends beyond the intersection with Logan Street by  
approx. 25 feet and does not connect to Washington Place, it is unused and inconsistent with  
future development.

*RESOLUTION*  
*CITY OF PITTSBURGH*

**Title:** Resolution vacating a portion of Wylie Avenue, laid out in the Lower Hill Planned Development District Improvement Subdivision Site Plan No. 1, from the intersection of Logan Street to its southwestern terminus, in the 3rd Ward, 6<sup>th</sup> Council District of the City of Pittsburgh.

**WHEREAS**, a portion of Wylie Avenue located in the 3<sup>rd</sup> Ward of the City of Pittsburgh was dedicated to the City of Pittsburgh through Resolution 41 of 2019, File No. 2018-1238, effective January 10, 2019.

**WHEREAS**, an unused portion of the dedicated Wylie Avenue extends beyond the intersection of Logan Street and is not necessary to provide access or otherwise further development.

**WHEREAS**, the Sports and Exhibition Authority and Urban Redevelopment Authority have requested that that certain portion of Wylie Avenue be vacated to allow for other development.

**WHEREAS**, the owners of all property fronting or abutting the portion of Wylie Avenue to be vacated consent to the vacation.

**WHEREAS**, the City wishes to act on the Sport and Exhibit Authority and Urban Redevelopment Authority's request.

**The Council of the City of Pittsburgh hereby enacts as follows:**

**Section 1.** The City hereby vacates and releases any and all rights to that certain parcel of land situate in the 3rd Ward of the City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania, which is more particularly bounded and described as follows:

All that certain tract of ground situate in the 3rd Ward, City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania being a part of Parcel "5" (Street 5) to remain, as shown on the Lower Hill Planned Development District Improvement Subdivision Site Plan No. 1 as recorded in Plan Book Volume 285, page 23, being more particularly described to wit:

Beginning at a point on the southerly right of way line of said Street 5, a 78 foot right of way, where the same is intersected by the westerly right of way line of Street 1, an 84 foot right of way in said plan; thence along said southerly right of way line of Street 5

South 62° 40' 08" West a distance of 29.43 feet to a point; thence crossing said right of way North 27° 19' 52" West a distance of 78.00 feet to a point on the northerly right of way line of said Street 5; thence along said northerly right of way line

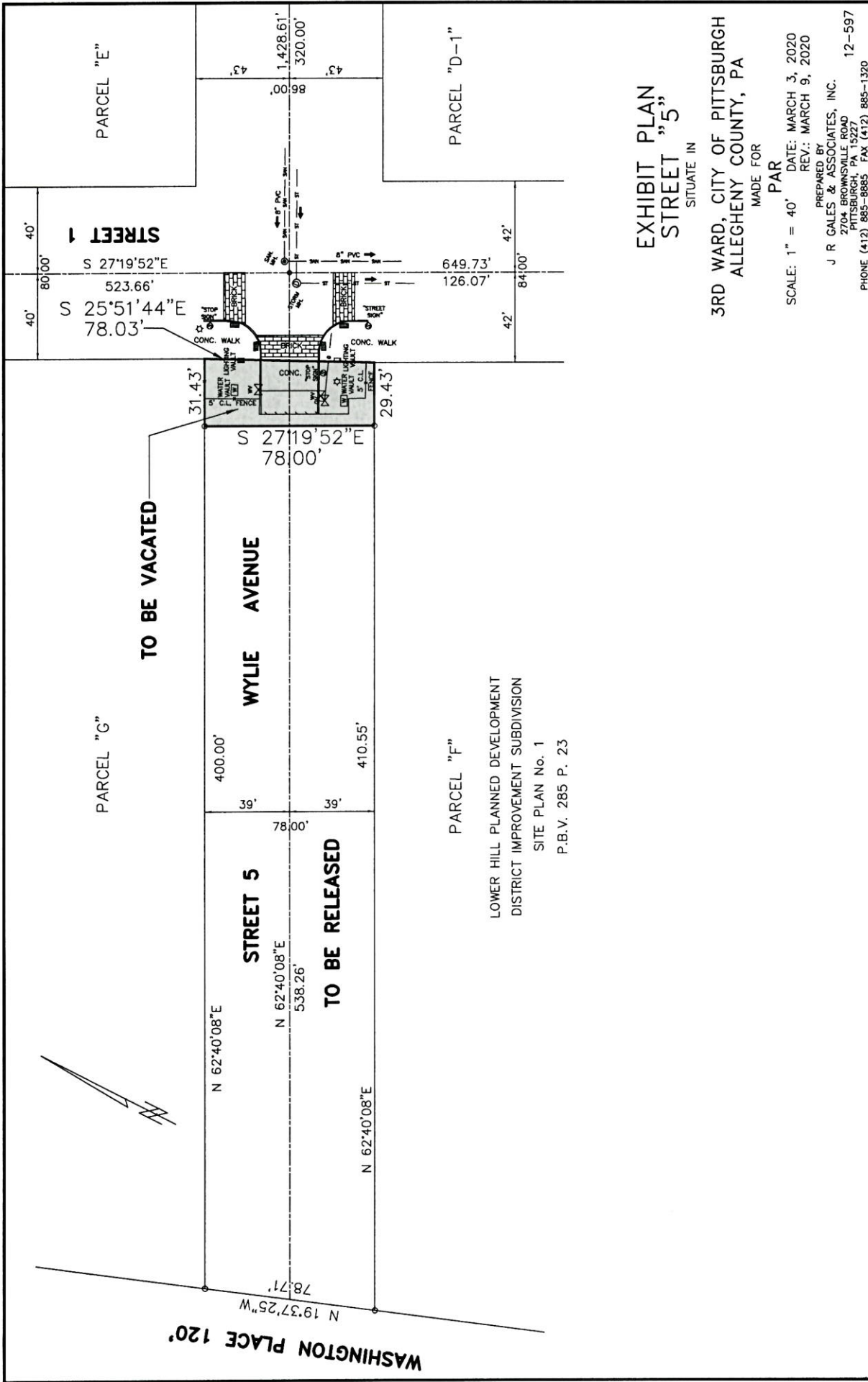
North 62° 40' 08" East a distance of 31.43 feet to a point on the aforesaid right of way line of Street 1, now an 80 foot right of way; thence along said westerly right of way line of Street 1 South 25° 51' 44" East a distance of 78.03 feet to a point at the place of beginning.

Containing an area of 2,373.5 s. f. or 0.05449 acres.

**Section 2.** The Pittsburgh Water and Sewer Authority (PWSA) Water Mapping indicates that there is a 12" water line under Wylie Avenue within the area of this vacation. The water line is are identified on the Private Contract Plans filed at PWSA. The water line will be redirected and placed outside of the portion of Wylie Avenue to be vacated as shown on the Private Contract Plans filed at PWSA. If the lines cannot be redirected, the Sports and

Exhibit Authority and Urban Redevelopment Authority will grant an easement to PSW], in a form substantially similar to the Easement Agreement attached as **Exhibit A**, to accommodate continued use of the water line.

**Section 3.** That any Resolution or Ordinance or part thereof conflicting with the provisions of this Resolution is hereby repealed so far as the same affects this Resolution.



**EXHIBIT PLAN  
STREET "5"**

SITUATE IN

3RD WARD, CITY OF PITTSBURGH  
ALLEGHENY COUNTY, PA

MADE FOR

SCALE: 1" = 40' DATE: MARCH 3, 2020

REV: MARCH 9, 2020

PREPARED BY  
J R GALES & ASSOCIATES, INC.

12-597  
PITTSBURGH, PA 15200  
PHONE (412) 885-8888 FAX (412) 885-1320

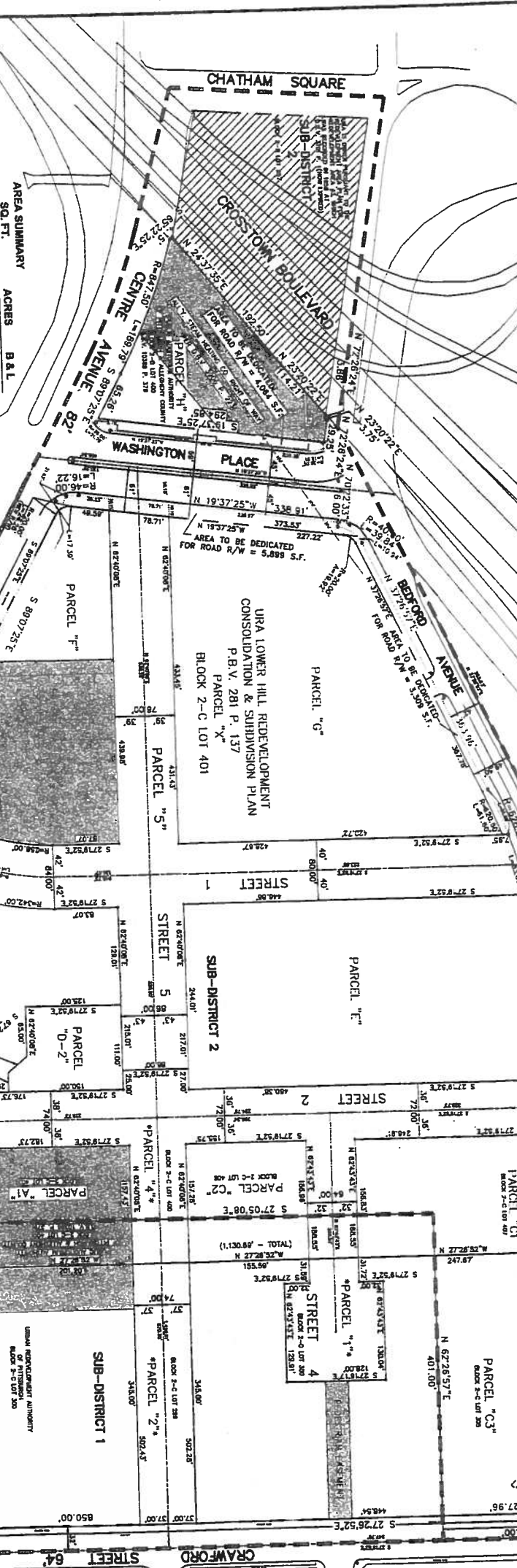
**TO BE VACATED**

**TO BE RELEASED**

LOWER HILL PLANNED DEVELOPMENT  
DISTRICT IMPROVEMENT SUBDIVISION  
SITE PLAN No. 1  
P.B.V. 285 P. 23



NOTE: THE METES AND BOUNDS FOR THE CAP WERE NOT AVAILABLE AT THE TIME OF THE SURVEY.



AREA SUMMARY

SO. FT.	ACRES	B. & L.
31,760.6969	0.7291	2-C-403
182,672.1832	3.7344	2-C-301
416,170.0	0.0086	
162,256.0728	3.7248	
55,642.6049	1.2774	
314,540.1	0.0072	
55,957.1450	1.2848	2-C-405
19,547.7787	0.4488	
71,777.1	0.0016	
19,619.5558	0.4504	2-C-305
38,720.2371	0.8889	2-C-407
24,458.5417	0.5625	2-C-408
142,680.1889	3.2755	2-C-305
18,662.1184	0.4284	2-C-300
25,528.6122	0.5861	2-C-389
30,001.1820	0.6887	2-C-388
30,001.1820	0.0017	
30,076.6945	0.6904	2-C-400
107,985.7096	2.4790	2-C-401
82,506.5293	1.8842	2-C-401
14,762.4873	0.3389	2-C-401
111,688.7241	2.5842	2-C-401
76,725.9154	1.7614	2-C-401
135,525.4886	3.1112	2-C-404
43,058.6696	0.9885	2-B-400
4,084.0302	0.0933	
38,994.6394	0.8952	2-B-400
119,708.3219	2.7481	2-C-401

ADJUSTED PERMETER RIGHT OF WAY: 1,467.6719 0.0337  
 VACATED RIGHT OF WAY: 13,688.2800 0.3142  
 DEDICATED RIGHT OF WAY: 1,243,583.9188 28.5483  
 TOTAL: 1,243,583.9188 28.5483

\*STREET PARCELS 1, 2, 3, 4 AND 5 ARE TO BE DEDICATED AS FUTURE PUBLIC RIGHTS OF WAY.\*

NOTE: THIS LOWER HILL PLANNED DEVELOPMENT DISTRICT IMPROVEMENT SUBDIVISION SITE PLAN No. 1 IS RECORDED PURSUANT TO SECTION 909.01 OF THE CITY OF PITTSBURGH ZONING ORDINANCE. THE SP DISTRICT WILL BE BOUNDED AS OUTLINED IN THE THIS PLAN AND WILL CONTAIN THREE SUB DISTRICTS IDENTIFIED ON THIS PLAN AS SUB DISTRICT 1, SUB DISTRICT 2 AND SUB DISTRICT 3.

RIGHT OF WAY NOTE:  
 Street right of way area vacated/dedicated pursuant to that certain Resolution No. \_\_\_\_\_ passed by City Council on \_\_\_\_\_ 2015.

SUB - DISTRICT BOUNDARY  
 INDICATES "URBAN OPEN SPACE"  
 "POTENTIAL ADDITIONAL URBAN OPEN SPACE" (CAP OPEN SPACE)

DATE	REVISION
2/27/15	ADD R/W NOTE
3/3/15	CITY REVIEW & D-1 & D-2
3/17/15	URBAN OPEN SPACE
3/19/15	CAP OPEN SPACE
3/20/15	OPEN SPACE
3/30/15	PARCEL "5"

LOWER HILL PLANNED DEVELOPMENT DISTRICT IMPROVEMENT SUBDIVISION SITE PLAN No. 1  
 STUDIED IN WARD 2ND & 3RD  
 CITY OF PITTSBURGH ALLEGHENY COUNTY, PA  
 MADE FOR PITTSBURGH ARENA REAL ESTATE DEVELOPMENT

SCALE: 1" = 80'  
 DATE: FEBRUARY 25, 2015  
 PHONE: (412) 885-8888 FAX: (412) 885-5146  
 12-597

ALL CONSTRUCTION AND USE IS REQUIRED TO BE IN ACCORDANCE WITH ZONING LAW AND THE PRELIMINARY LAND DEVELOPMENT PLAN APPROVED BY PLANNING COMMISSION ON DECEMBER 2, 2014 AND FINAL LAND DEVELOPMENT PLAN APPROVED ON \_\_\_\_\_ AND ON FILE WITH THE CITY OF PITTSBURGH. IT IS UNDERSTOOD AND AGREED THAT SUCH DEVELOPMENT PLAN ON FILE EXISTS FOR THE PURPOSE OF PUBLIC REGULATION AND DOES NOT ESTABLISH ANY PRIVATE RIGHTS, DUTIES, EASEMENTS, SERVITUDES OR COVENANT.

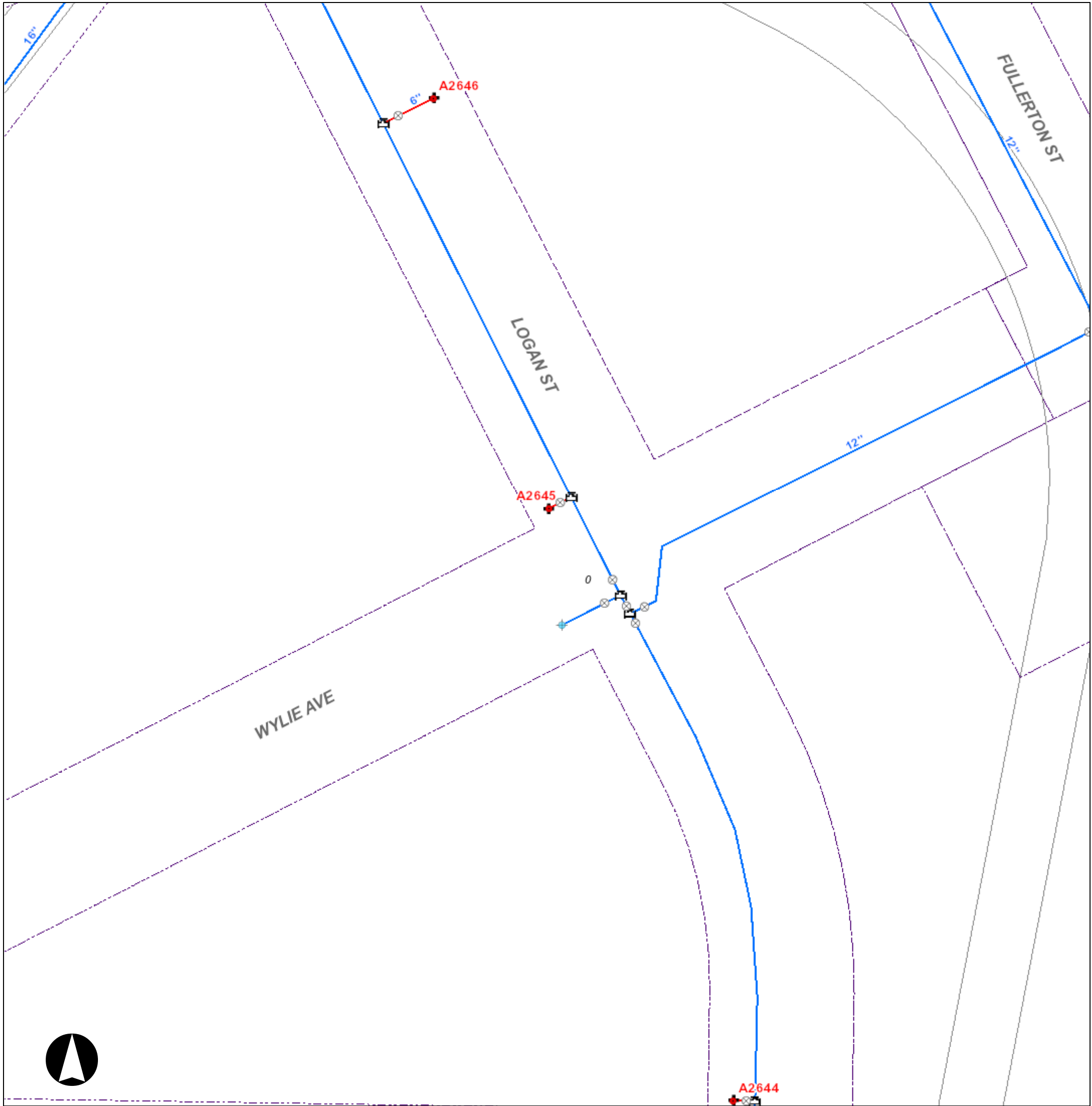
THIS LOWER HILL PLANNED DEVELOPMENT DISTRICT IMPROVEMENT SUBDIVISION SITE PLAN No. 1 (I) AMENDS THE URA LOWER HILL CONSOLIDATION AND SUBDIVISION PLAN RECORDED AT PLAN BOOK VOLUME 281, PAGE 137 AND INCORPORATES ALL OF THE PROPERTY SUBJECT TO SUCH PLAN (II) AMENDS THE PITTSBURGH ARENA URA PLAN OF LOTS RECORDED AT PLAN BOOK VOLUME 276, PAGE 34, BY INCORPORATING INTO THIS PLAN, PARCEL 2R THIRD REVISION THEREOF AND (III) INCLUDES PROPERTY KNOWN AS TAX PARCEL 2-B LOT 257.

CITY OF PITTSBURGH  
 DEPARTMENT OF CITY PLANNING  
 APPROVED: \_\_\_\_\_  
 CITY PLANNING COMMISSION  
 ATTEST: \_\_\_\_\_  
 Secretary

Planner's Commission: 9/1/15 SW.  
 \_\_\_\_\_  
 \_\_\_\_\_



# Wylie Avenue Water Map



## Legend

### WATER

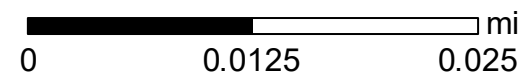
- Meter
- Curb Box
- Water System Pump
- Hydrant
- System Valve
- Dividing Pressure Valve
- Coupling
- Tee
- Cross
- Reducer
- End Cap
- Wash Out

- Pressure Monitoring Station
- Water Manhole
- Rising Main
- Supply Main
- Transmission Main
- Distribution Main
- Hydrant Branch
- Private Main
- Water Service Line

### SEWER

- Manhole
- Junction
- Inlet

- Private Inlet
- Outfall
- End Cap
- Sewer Pump Station
- Combined Sewer
- Sanitary Sewer
- Storm Sewer
- Regulated Combined Sewer
- Overflow Sewer
- Interceptor
- Sewer Force Main
- Private Sewer
- Undefined Sewer
- Green Infrastructure Underground Facilities



Neither the City of Pittsburgh nor the PWSA guarantees the accuracy of any of the information hereby made available, including but not limited to information concerning the location and condition of underground structures, and neither assumes any responsibility for any conclusions or interpretations made on the basis of such information. COP and PWSA assume no responsibility for any understanding or representations made by their agents or employees unless such understanding or representations are expressly set forth in a duly authorized written document, and such document expressly provides that responsibility therefor is assumed by the City or the PWSA.

Date: 7/20/2020



**To:** Kim Lucas, Acting Director of the Department of Mobility and Infrastructure  
**From:** William J. Pickering, PWSA Chief Executive Officer  
**Date:** July 8, 2022  
**Subject:** Proposed Vacation of Portions of Wylie Avenue

The following is in response to the attached 5/5/2020 request regarding the vacation of portions of Wylie Avenue in the 3rd Ward of the City of Pittsburgh.

1. The Water Mapping indicates that there is a 12" PWSA water main within the area of the proposed vacation. The existing waterline in the proposed vacated area must be terminated at the expense of the developer per plans submitted to and approved by PWSA.
2. The Sewer Mapping indicates that there is no PWSA sewerlines within the proposed street vacation.

PWSA has no objection to the vacation of said street if the following conditions are met:

1. An easement must be executed to maintain PWSA access for maintenance.
2. The waterline is terminated when the property is redeveloped based on the terms agreed upon in the easement. A copy of the easement agreement is attached.

Please add the following paragraph as part of the City of Pittsburgh, Department of Mobility and Infrastructure Proposed Street Vacation Resolution.

**PWSA Facilities to be terminated**

*Be advised that the PWSA facilities located in Wylie Avenue are to be terminated per PWSA specifications. Project plans must be submitted to PWSA for review and approval indicating the termination of facilities within Wylie Avenue based upon the terms in the easement agreement. If the terms of the easement agreement are not met, the maintenance of the waterline will become the responsibility of the property owner.*

In order for PWSA to maintain accurate records in our mapping, we respectfully request confirmation of the Council approval or denial of this proposed vacation. If approved by Council, please include the final resolution complete with assigned resolution number.

Attachment

cc: Steven M. Savich, Michael Baker  
Rachel O'Neill, Reed Smith

TEMPORARY EASEMENT AGREEMENT

Wylie Avenue

THIS TEMPORARY EASEMENT AGREEMENT (“Agreement”)

is made and entered into this 15<sup>th</sup> day of June, 2022,

by and between:

SPORTS & EXHIBITION AUTHORITY OF PITTSBURGH AND ALLEGHENY COUNTY, a public body created and existing pursuant to the Pennsylvania Sports and Exhibition Authority Act, 16 P.S. §§ 5502-A *et seq.*, located at 171 10th Street, 2nd Floor, Pittsburgh, Pennsylvania 15222 (the “Grantor”),

AND

THE PITTSBURGH WATER AND SEWER AUTHORITY, a body politic and corporate existing and operating under the laws of the Commonwealth of Pennsylvania, with its principal offices at 1200 Penn Avenue, Pittsburgh, Pennsylvania 15222, County of Allegheny, Commonwealth of Pennsylvania (the “Authority”). (Collectively, the Authority and the Grantor shall be referred to as “the Parties”).

WITNESSETH:

WHEREAS, the Grantor is the owner in fee simple of that certain parcel of real property located in the 3rd Ward of the City of Pittsburgh, Allegheny County, Commonwealth of Pennsylvania, being identified as a portion of Block and Lot No. 2-C-410 in the Allegheny County Department of Real Estate and further described on **Exhibit A** (the “Property”); and

WHEREAS, the developer of the Property desires to vacate a portion of Wylie Avenue, which has been designated as a public street on the Property; and

WHEREAS, the Authority operates a water and sewer system in the City of Pittsburgh; and

WHEREAS, the Authority operates a 12-inch water main within the area of the proposed street vacation;

WHEREAS, the Authority has approved the proposed vacation of portions of Wylie Avenue, as long as certain conditions are met, as more fully set forth in a Memorandum dated June 30, 2020, from the Chief Executive Officer of the Authority to the Director of the City of Pittsburgh Department of Mobility and Infrastructure, which is attached hereto and incorporated herein as **Exhibit C** to this Agreement;

WHEREAS, as a condition of the Authority approving the vacation of a portion of Wylie Avenue that contains a 12-inch water main, the Authority requires that this temporary easement be entered into between the Parties;

WHEREAS, the Authority desires a temporary, non-exclusive right-of-way and easement over, upon, across, along, through, and under a designated portion of the Property for the purpose of the

construction, inspection, maintenance, repair, removal and rebuilding of water, sewer, and storm water lines and facilities on and under a designated portion of the Property;

WHEREAS, the Grantor consents to the temporary easement desired by the Authority.

NOW, THEREFORE, in consideration for their mutual promises and for other valuable consideration, and intending to be legally bound by the terms of this Agreement, the Grantor and the Authority agree as follows:

1. Incorporation of Recitals. The above recitals are incorporated herein by reference and made a part hereof.

2. Grant of Easement to the Authority. The Grantor does hereby temporarily grant, bargain, sell and convey to the Authority a temporary, non-exclusive easement (the “**Utility Easement**”) and right-of-way over, upon, across, along, through, and under the Property, as more particularly described on **Exhibit A** and depicted on **Exhibit B** hereto (the “**Easement Area**”), for the Permitted Use (defined below) set forth in paragraph 5 below.

3. Covenants to Run with Land. The Utility Easement granted pursuant to this Agreement shall be appurtenant to and shall run with the Easement Area and the Property for the duration of this Agreement.

4. Grantor Covenants. The Grantor covenants that (a) it will not convey any other easement which conflicts with the Utility Easement granted or created hereby, and (b) it will not take or permit any action which unreasonably interferes in any manner with the rights granted to the Authority pursuant to this Agreement.

5. The Authority’s Rights. By this Agreement, the Authority acquires a temporary right-of-way and easement over, upon, across, along, through and under the Easement Area for the purposes of the free and uninterrupted use, repair, maintenance, reconstruction, improvement, alteration, removal, inspection and abandonment of water, sewer, and storm water lines and facilities and appurtenances (the “**Permitted Use**”). Authority’s use of the Easement Area shall be limited solely to the Permitted Use, and no other uses or occupancy shall be permitted. This Utility Easement includes the right of ingress, egress, and regress to the Easement Area for the purpose of the Permitted Use.

6. Grantor’s Rights. The Grantor, its heirs and assigns, shall have the continuing right to use the Easement Area for all purposes not inconsistent with the rights granted to the Authority hereunder; provided, however, that no trees, buildings or vertical, immovable structures shall be erected within the Easement Area without the Authority’s prior written consent, which shall not be unreasonably withheld, conditioned, or delayed.

7. Successors and Assigns. The Utility Easement granted pursuant to this Agreement shall be binding upon and inure to the benefit of the Grantor and the Authority and to their respective successors and assigns.

8. Warranty. The Grantor WARRANTS to the Authority that the Grantor owns the Easement Area in fee simple, free and clear of any liens, claims or encumbrances.

9. Notice of Access. Except in the case of an emergency, the Authority shall provide the Grantor with at least forty-eight (48) hours' notice of its intention to access the Easement Area. Any access to or Permitted Use of the Easement Area shall be made as expeditiously as reasonably possible and in a manner that minimizes any damages to Grantor's property, improvements and operations.

10. Restoration. Following any work on the Property by or on behalf of the Authority, the Authority will promptly restore the ground surface of the Property and any improvements, including, without limitation, pavement, driveways, sidewalks, fencing, shrubs, grasses or any other landscaping at the Authority's expense, to substantially the same condition as existed prior to the performance of the work and as otherwise required to comply with applicable laws, ordinances, and regulations.

11. Abandonment. This Agreement shall automatically terminate upon the Authority's abandonment of the Utility Easement.

12. Indemnification. To the extent permitted by applicable law, the Authority shall defend Grantor from any claims, demands, costs and expenses, judgments, liabilities, losses, and causes of action arising out of, or as a result of any act of commission or omission caused by the Authority, its employees, agents, or contractors related to (i) any breach by the Authority of the terms and conditions under this Agreement, or (ii) the Authority's Permitted Use of the Utility Easement, including, without limitation, claims for injury to or death of any persons, or damage, loss or destruction of property.

13. Modifications. This Agreement may not be modified or discharged except by written instrument duly executed by both Parties.

14. Counterparts. This Agreement may be executed in counterparts, and each such counterpart when executed shall constitute one final agreement, as if both parties had signed one document. Each counterpart, upon execution and delivery, shall be deemed to be a complete original, but this Agreement is without effect until each of the Parties has executed and delivered a counterpart.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without reference to its conflicts-of-laws principles.

16. Term of Temporary Easement. This Agreement shall take effect, immediately, upon execution by the Parties. It shall expire on the earlier to occur of (i) March 22, 2028 or (ii) when a successor-in-interest of the Grantor completes the construction of improvements associated with the redevelopment of the vacated portion of Wylie Avenue. To the extent that this Agreement expires as of March 22, 2028, Grantor, at its sole discretion, may cause the water line located within the Easement Area to be removed or capped in place within 120 days from the expiration. If the Grantor fails to remove or cap

in place the gas line and appurtenances within 120 days of March 22, 2028, the water line will become the property of the Grantor, who shall have sole responsibility for its maintenance or removal.

17. Resolution. This Agreement is entered into pursuant to Authority Resolution No. 64 of 2019, which was adopted at a regular meeting of the Board of Directors held on May 24, 2019.

[signatures follow on next page]



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

**GRANTOR:**

SPORTS & EXHIBITION AUTHORITY OF  
PITTSBURGH AND ALLEGHENY COUNTY

By: Mary K Conturo  
Name: Mary K Conturo  
Title: Exec Dir

**AUTHORITY:**

THE PITTSBURGH WATER AND SEWER  
AUTHORITY

By: William J. Pickering  
William J. Pickering  
Title: Chief Executive Officer

[Signature]  
Director of Finance

APPROVED AS TO FORM:

Shannon F. Barkley  
Legal Counsel for Authority

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF ALLEGHENY

)  
) SS:  
)

On this 15<sup>th</sup> day of June, A.D., 2022, before me a Notary Public, the undersigned officer, personally appeared Mary K. Conturo, who acknowledged herself to be the Executive Director of the Sports & Exhibition Authority of Pittsburgh and Allegheny County and that she, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

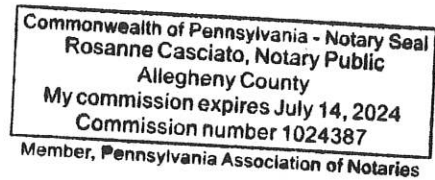
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Rosanne Casciato

Notary Public

My Commission Expires:

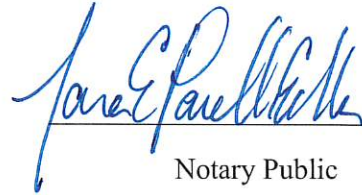
July 14, 2024



COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )

On this 29<sup>th</sup> day of June, A.D., 2022, before me a Notary Public, the undersigned officer, personally appeared William J. Pickering who acknowledged himself to be the Chief Executive Officer of the Pittsburgh Water and Sewer Authority and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

Commonwealth of Pennsylvania - Notary Seal  
Tara E. Panella-Eichler, Notary Public  
Allegheny County  
My commission expires September 24, 2025  
Commission number 1408245  
Member, Pennsylvania Association of Notaries



May 13, 2020

Craig Dunham  
**Dunham reGroup LLC**  
925 Liberty Avenue, 8<sup>th</sup> floor  
Pittsburgh, PA 15222  
C: 412-400-7535  
E: [dunham@dunhamregroup.com](mailto:dunham@dunhamregroup.com)

Re: Letter of Release

Mr. Dunham,

This letter is in response to your request concerning the release of planned but not constructed streets and the vacation of a portion of a constructed street within the Lower Hill/Former Civic Arena site.

The area indicated in your email has been reviewed and has been cleared by our team. DLC has no services in this area.

Please let me know if there is anything else needed.

Have a good day.

Respectfully,

*Jim Sloss*

Jim Sloss  
Major Account Manager



**Verizon Pennsylvania LLC**

Tricia Jacobs  
40 S. Mercer St.  
New Castle, PA 16101

Cell: 412-215-2697  
Phone: 724-656-5224  
[tricia.l.jacobs@verizon.com](mailto:tricia.l.jacobs@verizon.com)

Craig Dunham  
Dunham regroup LLC  
925 Liberty Avenue  
8<sup>th</sup> Floor  
Pittsburgh, PA 15222

Dear Mr. Dunham:

I am writing in regards to the vacation of the streets at the former Civic Arena site in the City of Pittsburgh.

Verizon has no objection to the street vacation in this location.

Please don't hesitate to contact me if you need further information.

Sincerely,

*Tricia L. Jacobs*

Tricia L. Jacobs  
Sr. Manager  
Network Engineering and OPS  
Verizon Pennsylvania LLC



## To the Council of the City of Pittsburgh

We, the undersigned, being all of the property owners in interest and number, abutting upon the line of:

**Lot & Block & Address of applicant property: Streets 3 and 4 in the Lower Hill Planned  
Development Improvement Subdivision Plan No. 2**

Lot & Block & Address of abutting property: **parcels 2-C-298, 2-C-300, 2-C-301, 2-C-303, 2-C-305  
(Urban Redevelopment Authority)**

Lot & Block & Address of abutting property: **parcels 2-C-400, 2-C-403, 2-C-405, 2-C-407, 2-C-409  
(Sports & Exhibition Authority)**

Respectfully petition Your Honorable body for the passage of a resolution releasing the above listed right-of-way and in consideration of the premises, and for the purposes of inducing the corporate authorities of said City to enact a resolution for said purpose, we do hereby stipulate, covenant and agree to release and forever discharge, said City from any and all claims for damages whatsoever which we, or either of us, may, might, or could have, or claim, for any reason of the vacation or encroachment of said public highway between said terminal points: and we further agree to indemnify, save harmless and defend said City from any claims and from the payment of any damages whatsoever resulting to any property owned by us, or either of us, or by any persons whatsoever, abutting or non-abutting, for or by reason of said vacation or encroachment.

We further waive the right to ask for the appointment of Viewers to ascertain and assess any damages caused by such vacation or encroachment, and in the event of any Viewers proceeding being made necessary for or by reason of the passage of such resolution, we do hereby jointly and severally agree and bind ourselves, our heirs, executors, administrators, successors and assigns to pay or cause to be paid to the handbills and any other expense incurred in such Viewers' proceedings, and that said amount shall be forthwith paid upon the City Solicitor certifying to the City Treasurer the amount of said costs.

IN WITNESS WHEREOF, We have hereunto set our hands and seals as of the \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

Witness

Property Owners: **(Please Sign & Print L&B)**

DocuSigned by:  
Theresa Schacht  
742E4DACDC874B0...

Applicant: \_\_\_\_\_ (seal)  
Diamante Walker (seal) 

Abutting 1: Urban Redevelopment Authority  
\_\_\_\_\_ (seal)

Abutting 2: Sports & Exhibition Authority

NOTARY, City of Pittsburgh

Personally came \_\_\_\_\_ who being duly sworn says that he is personally acquainted with the owners of the property fronting or abutting upon the within described highway, and that he or she knows said petition is signed by all of said owners, and that the signatures of said petition are the proper and genuine signatures of said owners.

Sworn and subscribed before me this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

# To the Council of the City of Pittsburgh

We, the undersigned, being all of the property owners in interest and number, abutting upon the line of:

**Lot & Block & Address of applicant property: Streets 3 and 4 in the Lower Hill Planned Development Improvement Subdivision Plan No. 2**

Lot & Block & Address of abutting property: **parcels 2-C-298, 2-C-300, 2-C-301, 2-C-303, 2-C-305 (Urban Redevelopment Authority)**

Lot & Block & Address of abutting property: **parcels 2-C-400, 2-C-403, 2-C-405, 2-C-407, 2-C-409 (Sports & Exhibition Authority)**

Respectfully petition Your Honorable body for the passage of a resolution releasing the above listed right-of-way and in consideration of the premises, and for the purposes of inducing the corporate authorities of said City to enact a resolution for said purpose, we do hereby stipulate, covenant and agree to release and forever discharge, said City from any and all claims for damages whatsoever which we, or either of us, may, might, or could have, or claim, for any reason of the vacation or encroachment of said public highway between said terminal points: and we further agree to indemnify, save harmless and defend said City from any claims and from the payment of any damages whatsoever resulting to any property owned by us, or either of us, or by any persons whatsoever, abutting or non-abutting, for or by reason of said vacation or encroachment.

We further waive the right to ask for the appointment of Viewers to ascertain and assess any damages caused by such vacation or encroachment, and in the event of any Viewers proceeding being made necessary for or by reason of the passage of such resolution, we do hereby jointly and severally agree and bind ourselves, our heirs, executors, administrators, successors and assigns to pay or cause to be paid to the handbills and any other expense incurred in such Viewers' proceedings, and that said amount shall be forthwith paid upon the City Solicitor certifying to the City Treasurer the amount of said costs.

IN WITNESS WHEREOF, We have hereunto set our hands and seals as of the \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

Witness

Property Owners: (Please Sign & Print L&B)

\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

\_\_\_\_\_  
(seal)

Applicant: *[Signature]* \_\_\_\_\_ (seal)

Abutting 1: Urban Redevelopment Authority \_\_\_\_\_ (seal)

Abutting 2: Sports & Exhibition Authority \_\_\_\_\_ (seal)

*[Signature]*

NOTARY, City of Pittsburgh

Personally came Gary Flisram who being duly sworn says that he is personally acquainted with the owners of the property fronting or abutting upon the within described highway, and that he or she knows said petition is signed by all of said owners, and that the signatures of said petition are the proper and genuine signatures of said owners.

Sworn and subscribed before me this 13<sup>th</sup> of Oct, 2022

Theresa H. Schacht

Commonwealth of Pennsylvania - Notary Seal  
Theresa H. Schacht, Notary Public  
Allegheny County  
My commission expires January 29, 2026  
Commission number 1324242  
Member, Pennsylvania Association of Notaries