



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

**STREET VACATION APPLICATION**

Date: September 1, 2024

Applicant Name: CLARENCE G COPE, IV (AKA CORY COPE)

Property Owner's Name (if different from Applicant): \_\_\_\_\_

Address: 1821 FEDERAL STREET EXTENSION, PITTSBURGH, PA 15212

Phone Number: 724-544-0404      Alternate Phone Number: \_\_\_\_\_

Email Address: cory@flyspaceproductions.com

Location of Proposed Vacation: ESHELMAN STREET, ADJACENT TO FEDERAL STREET

Ward: 25TH      Council District: \_\_\_\_\_      Lot and Block: 23-B, LOTS 167, 171-185, AND 189

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

Is the proposed vacation developed? Yes  No

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

Length of Existing Right-of-Way (sidewalk or street): 250'+/- (Before vacation)

Width of Proposed Vacation: VARIABLE

Length of Proposed Vacation: 250' +/-

Number of square feet of the proposed vacation: 6,040

Description of vacation: RESIDUAL RIGHT OF WAY OR ESHELMAN STREET

Reason for application:

RIGHT OF WAY FOR ESHELMAN STREET IS NO LONGER USED AS A PUBLIC RIGHT OF WAY

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# 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:** 23-B, LOTS 167, 171-185, AND 189

**Lot & Block & Address of abutting property:** N/A

**Lot & Block & Address of abutting property:**

**Lot & Block & Address of abutting property:**

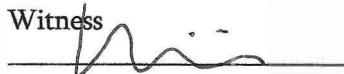
**Lot & Block & Address of abutting property:**

Respectfully petition Your Honorable body for the passage of a resolution vacating, dedicating or encroaching on 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 WHEROF, We have hereunto set our hands and seals as of the  
Ninth Day of September, 2024.

Witness

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

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

  
(seal)

Applicant: Signature & Lot & Block

(seal)

Abutting 1: Signature & Lot & Block

(seal)

Abutting 2: Signature & Lot & Block

(seal)

Abutting 3: Signature & Lot & Block

(seal)

Abutting 4: Signature & Lot & Block

(seal)

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 9<sup>th</sup> of Sept, 2024



Clarence G. Cope, IV and Jennifer R Owen  
1821 Federal Street  
Pittsburgh, PA 15212  
724.544.0404; 412.600.9116  
Cory@flyspaceproductions.com, Jen@flyspaceproductions.com

September 9th 2024

**Kim Lucas, Director**  
**Department of Mobility and Infrastructure**  
City of Pittsburgh  
City County Building  
Pittsburgh, PA 15219

Dear Director Lucas:

I am writing today to request that the City consider vacating a short dead end block on the North Side called Eshleman Street along Federal Street. We are the owners of all 8 parcels that this road services. We are in the process of consolidating all of our plots into one and are requesting the street vacation as part of our consolidation.

Since we have purchased this property in 2008, we have been the only residents on the block, and shortly thereafter, the only structure on the block when the neighboring houses caught fire and were ultimately demolished. We purchased the rest of the adjoining plots from the City as they became available. Since 2008 our street has never been plowed, salted, maintained or repaired. Because we are the only owners that are serviced by this street, we are hopeful that you will consider this vacation.

Our plan with this street is simply to resurface it someday, and beautify the birth between it and Federal Street as part of our site work. We have no intentions of building on the street or impeding any future access to the utilities that currently run in the street.

If you should have any questions regarding this request, please don't hesitate reaching out to me.

Sincerely,



Clarence G. Cope and Jennifer R. Owen

# 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:** 23-B LOTS 167, 171-185, AND 189

**Lot & Block & Address of abutting property:** N/A

**Lot & Block & Address of abutting property:** \_\_\_\_\_

**Lot & Block & Address of abutting property:** \_\_\_\_\_

**Lot & Block & Address of abutting property:** \_\_\_\_\_

Respectfully petition Your Honorable body for the passage of a resolution vacating, dedicating or encroaching on 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.

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Ninth Day of September, 2024.

Witness

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

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

  
(seal)

Applicant: Signature & Lot & Block

(seal)

Abutting 1: Signature & Lot & Block

(seal)

Abutting 2: Signature & Lot & Block

(seal)

Abutting 3: Signature & Lot & Block

(seal)

Abutting 4: Signature & Lot & Block

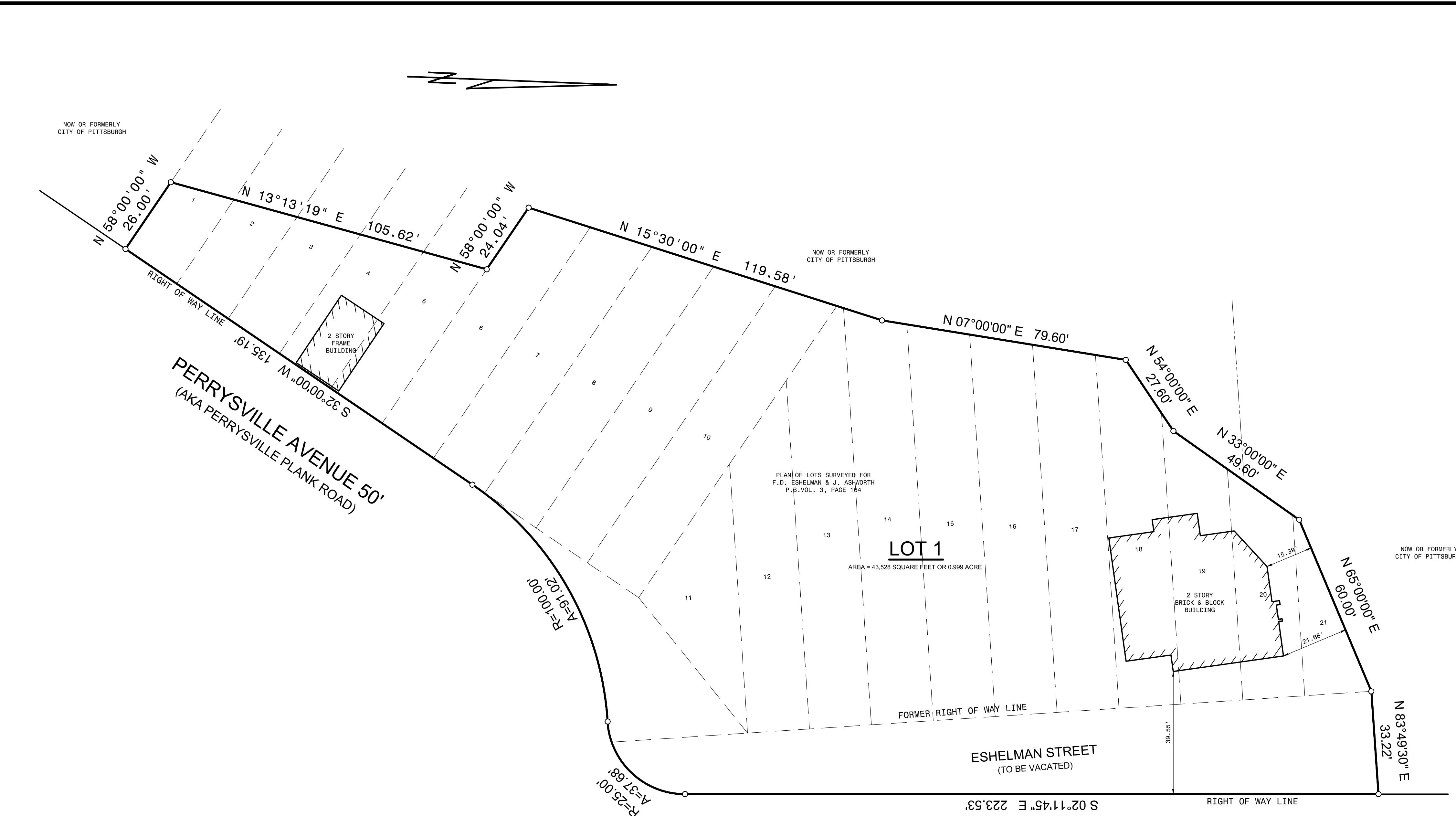
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Sworn and subscribed before me this 9<sup>th</sup> of Sept, 2024

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

NOTE: ALL SIGNATURES MUST BE MADE WITH A NAVY BLUE INK FELT TIP PEN.

Path & Filename: G:\Projects\48004\46227\1821 Federal Street-0000 ConsolidationDwg01-Baselined.dwg  
Save Date: 2/24/2024 8:15 AM  
Save Date: 2/24/2024 8:15 AM



WE, OWNERS OF THE LAND SHOWN ON THE 1821 FEDERAL STREET CONSOLIDATION PLAN, HEREBY ADOPT THIS PLAN AS OUR PLAN OF LOTS AND IRREVOCABLY DEDICATE ALL STREETS AND OTHER PROPERTY IDENTIFIED FOR DEDICATION ON THE PLAN TO THE CITY OF PITTSBURGH. THIS ADOPTION AND DEDICATION SHALL BE BINDING UPON (MY/OUR) HEIRS, EXECUTORS, AND ASSIGNS.

IN WITNESS WHEREOF, THIS (I, WE) SET (MY/OUR) HAND AND SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

ATTEST:

WITNESS \_\_\_\_\_ CORY G. COPE IV \_\_\_\_\_

WITNESS \_\_\_\_\_ JENNIFER OWEN \_\_\_\_\_

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE COMMONWEALTH OF PENNSYLVANIA AND COUNTY OF ALLEGHENY, PERSONALLY APPEARED THE ABOVE NAMED CORY G. COPE AND JENNIFER OWEN, AND ACKNOWLEDGED THE FOREGOING ADOPTION AND DEDICATION TO BE THEIR ACT.

WITNESS MY HAND AND NOTARIAL SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

MY COMMISSION EXPIRES THE \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

NOTARY PUBLIC \_\_\_\_\_

I CERTIFY THAT, TO THE BEST OF MY INFORMATION, KNOWLEDGE, AND BELIEF THE SURVEY AND PLAN SHOWN HEREON ARE CORRECT AND ACCURATE TO THE STANDARDS REQUIRED.

DATE \_\_\_\_\_ JAMES A. BRETHAUER, P.L.S. \_\_\_\_\_  
REG. NO. SU-054763-E

HUNTINGTON NATIONAL BANK, MORTGAGEE OF A PORTION OF THE PROPERTY CONTAINED IN THE 1821 FEDERAL STREET CONSOLIDATION PLAN CONSENTS TO THE RECORDING OF SAID PLAN AND TO THE DEDICATIONS AND ALL OTHER MATTERS APPEARING ON THE PLAN.

WITNESS \_\_\_\_\_ SIGNATURE OF MORTGAGEE \_\_\_\_\_

### FEDERAL STREET EXTENSION 50'

COMMONWEALTH OF PENNSYLVANIA ) SS:

COUNTY OF ALLEGHENY )

THE PLAN MUST INCLUDE A SIGNATURE SPACE FOR THE RECORDER OF DEEDS AS FOLLOWS:

RECORDED IN THE DEPARTMENT OF REAL ESTATE OF THE COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, IN PLAN BOOK VOLUME \_\_\_\_\_, PAGE(S) \_\_\_\_\_.

GIVEN UNDER MY HAND AND SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

MANAGER, DEPARTMENT OF REAL ESTATE

#### NOTES:

1. THE PURPOSE OF THIS PLAN IS TO CONSOLIDATE PORTIONS OF LOTS 1 THROUGH 5 AND LOTS 8 THROUGH 21, THE PLAN OF LOTS SURVEYED FOR F.D. ESHELMAN X. J. ASHWORTH P.B. VOL. 9, PAGE 164, A PORTION OF ESHELMAN STREET, AND CONFORM THE RIGHT OF WAY LINE TO ROADWAY CURRENT CONDITIONS AT THE NORTHEASTERLY INTERSECTION OF PERRYSVILLE AVENUE AND FEDERAL STREET EXTENSION.
2. ALL DISTANCES SHOWN ON THIS PLAN ARE U.S. STANDARD MEASURE.

TOTAL AREA = 43,528 SQUARE FEET OR 0.999 ACRE

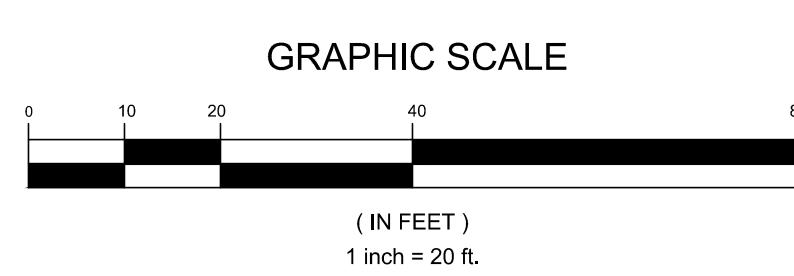


The Gateway Engineers, Inc.  
Full-Service Civil Engineering & Surveying  
100 McMorris Road, Pittsburgh, PA 15205  
www.GatewayEngineers.com 855-634-9284

### 1821 FEDERAL STREET CONSOLIDATION PLAN

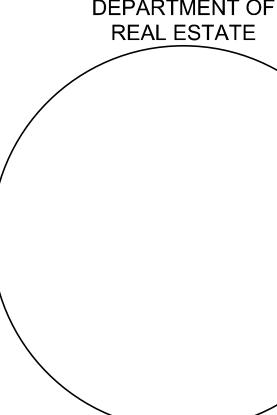
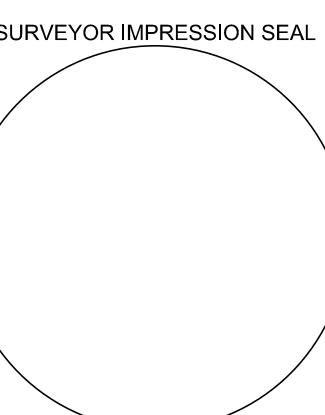
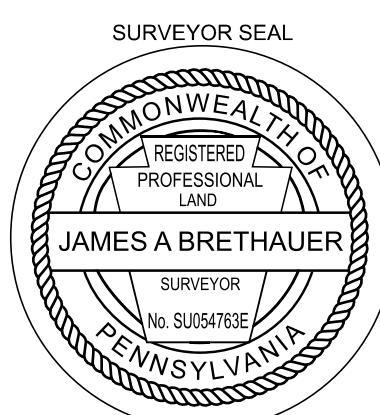
SITUATE IN  
25TH WARD, CITY OF PITTSBURGH  
ALLEGHENY COUNTY, PA

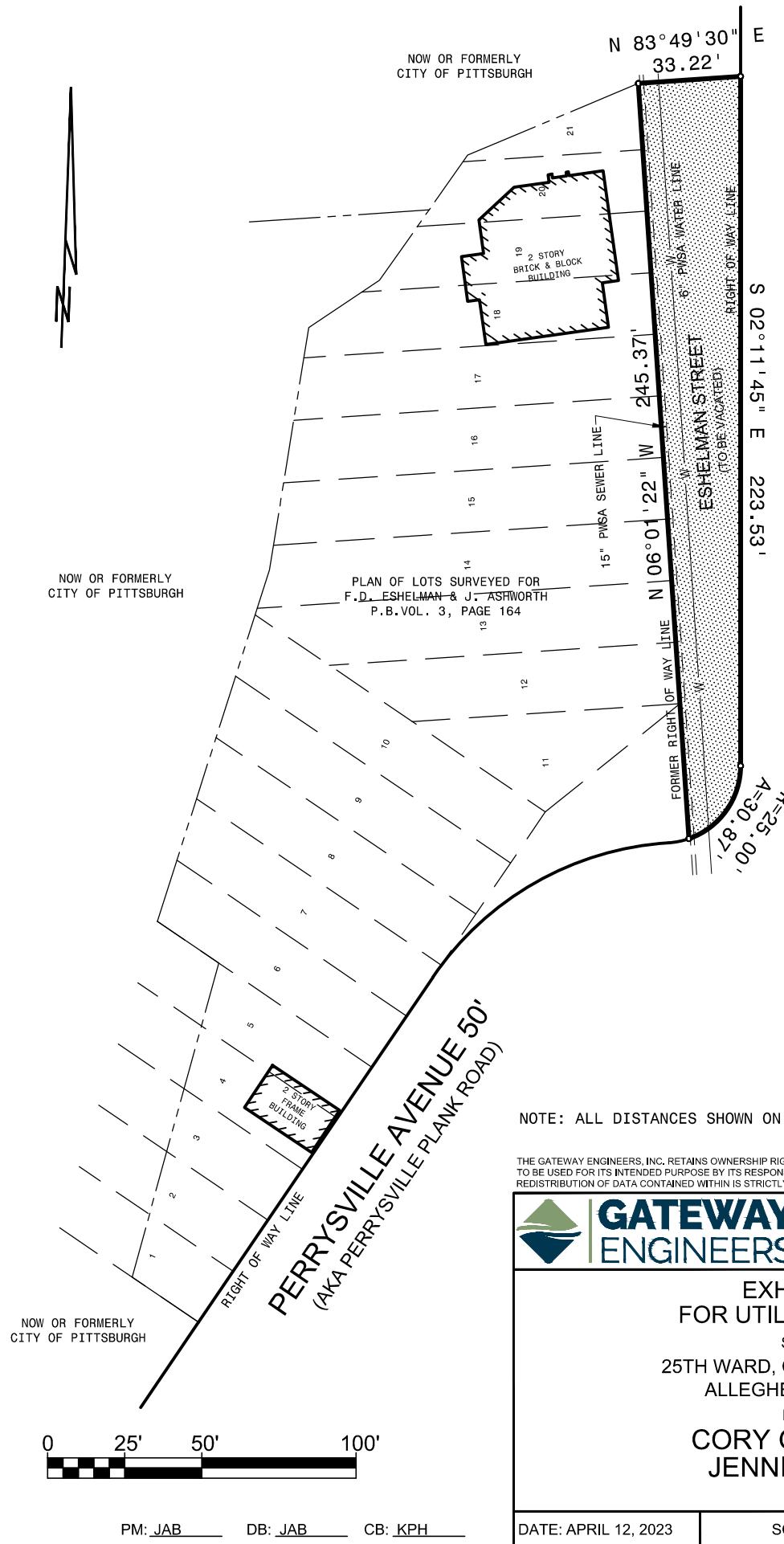
MADE FOR  
CORY G. COPE IV &  
JENNIFER OWEN



THE GATEWAY ENGINEERS, INC. RETAINS OWNERSHIP RIGHTS OF ALL DATA WITHIN THE PLANS. DATA CONTAINED WITHIN IS ONLY TO BE USED FOR ITS INTENDED PURPOSE BY ITS RESPONSIBLE PARTY. THE USE, REPLICATION, REPRODUCTION, OR REDISTRIBUTION OF DATA CONTAINED WITHIN IS STRICTLY PROHIBITED AND SUBJECT TO LEGAL ACTION.

PM: JAB DB: JAB CB: KPH  
Date: APRIL 11, 2023  
Job Number: C-6227  
Dwg No: 404,312  
SCALE: 1" = 20'  
1.01





NOTE: ALL DISTANCES SHOWN ON THIS PLAN ARE U.S. STANDARD MEASURE

THE GATEWAY ENGINEERS, INC. RETAINS OWNERSHIP RIGHTS OF ALL DATA WITHIN THE PLANS. DATA CONTAINED WITHIN IS ONLY TO BE USED FOR ITS INTENDED PURPOSE BY ITS RESPONSIBLE PARTY. THE USE, REPLICATION, REPRODUCTION, OR REDISTRIBUTION OF DATA CONTAINED WITHIN IS STRICTLY PROHIBITED AND SUBJECT TO LEGAL ACTION.



**GATEWAY  
ENGINEERS**

The Gateway Engineers, Inc.  
Full-Service Civil Engineering & Surveying  
100 McMorris Road, Pittsburgh, PA 15205  
www.GatewayEngineers.com 855-634-9284

**EXHIBIT PLAN  
FOR UTILITY LOCATIONS**

SITUATE IN  
25TH WARD, CITY OF PITTSBURGH  
ALLEGHENY COUNTY, PA

MADE FOR  
**CORY G. COPE IV &  
JENNIFER OWEN**

C-46227

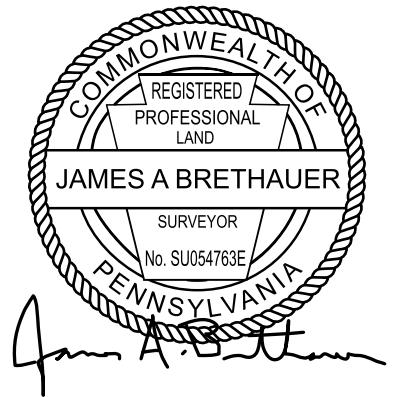
C-46227  
February 6, 2024

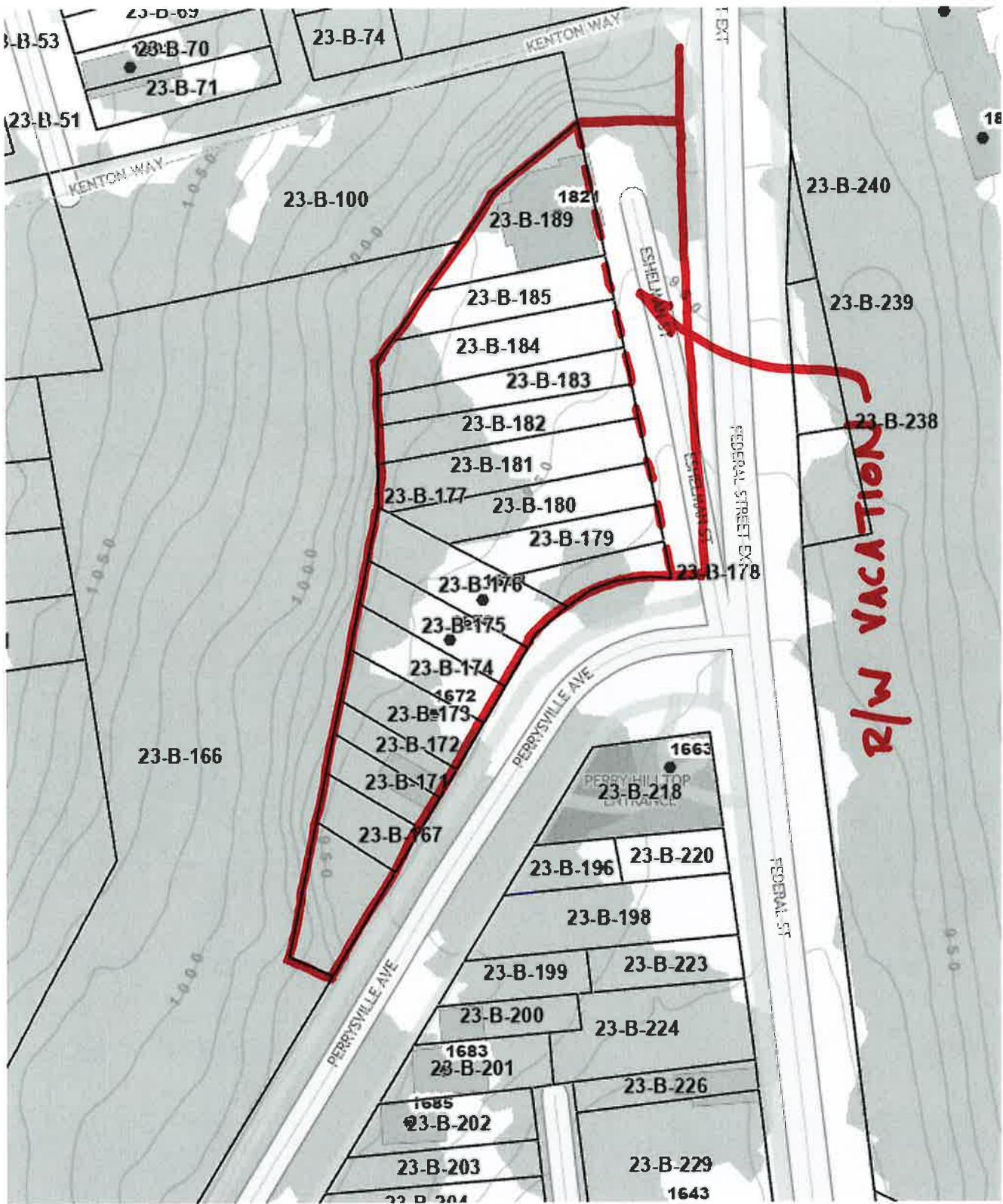
All that certain right of way to be vacated, being Eshelman Street, situate in the 25<sup>th</sup> Ward, City of Pittsburgh, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point at the intersection of the northwesterly right of way line of Perrysville Avenue, 50.00 feet wide, and the westerly right of way line of Eshelman Street; thence from said point of beginning by the westerly right of way line of Eshelman Street N 06° 01' 22" W a distance of 245.37 feet to a point on the northerly terminus of Eshelman Street, thence by the northerly terminus of Eshelman Street N 83° 49' 30" E a distance of 33.22 feet to a point on the westerly right of way line of Federal Street Extension, 50.00 feet wide; thence by the westerly right of way line of Federal Street Extension S 02° 11' 45" E a distance of 223.53 feet to a point of curvature on the northwesterly right of way line of said Perrysville Avenue; thence by the northwesterly right of way line of said Perrysville Avenue in a westerly direction by a curve bearing to the right having a radius of 25.00 feet through an arc distance of 30.87 feet to a point at the intersection of the northwesterly right of way line of said Perrysville Avenue and the westerly right of way line of said Eshelman Street, at the point of beginning.

Containing an area of 6,040 square feet or 0.139 acre.

g:\projects\46000\46227 1821 federal street\0000 consolidation\docs\survey\vacation description.docx





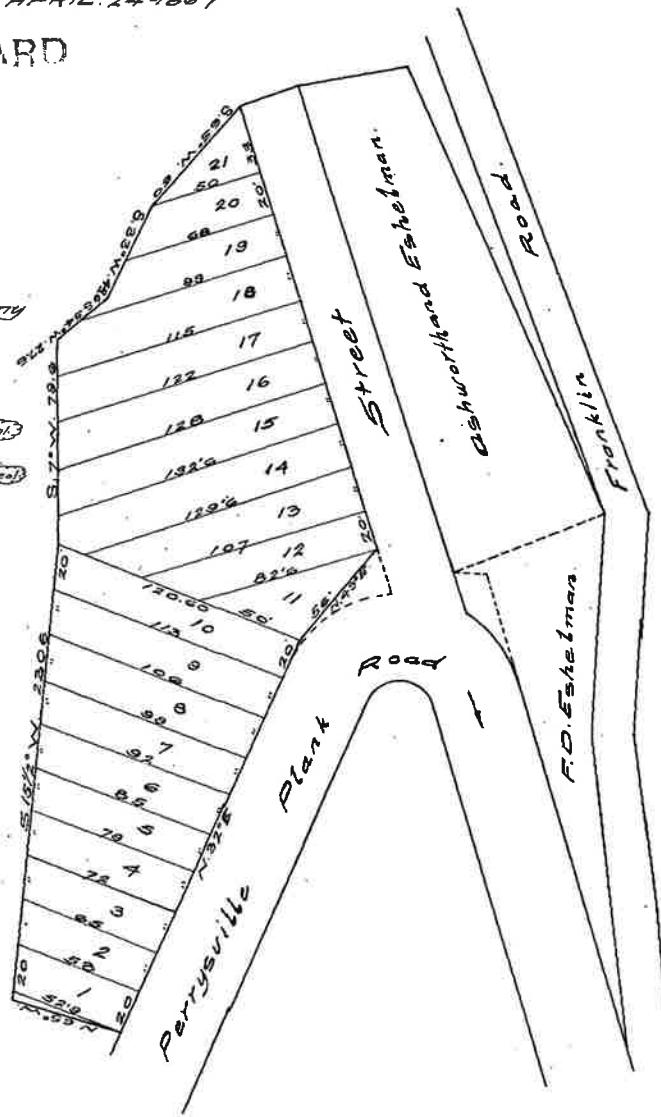
PLAN OF LOTS  
SURVEYED FOR  
F.D. ESHELMAN & J. ASHWORTH  
BY WILLIAM WEST APRIL 24-1867

MAP OF 25TH WARD

We hereby acknowledge this Plot  
to be our Plan of Lots situated  
in McClure Township, Allegheny  
County Pa.

Witness our hands and seals  
this 11<sup>th</sup> day of May A.D. 1867.

Attest. F.D. Eshelman (Seal)  
D. Fisher McClure. John S. Ashworth  
(Seal)



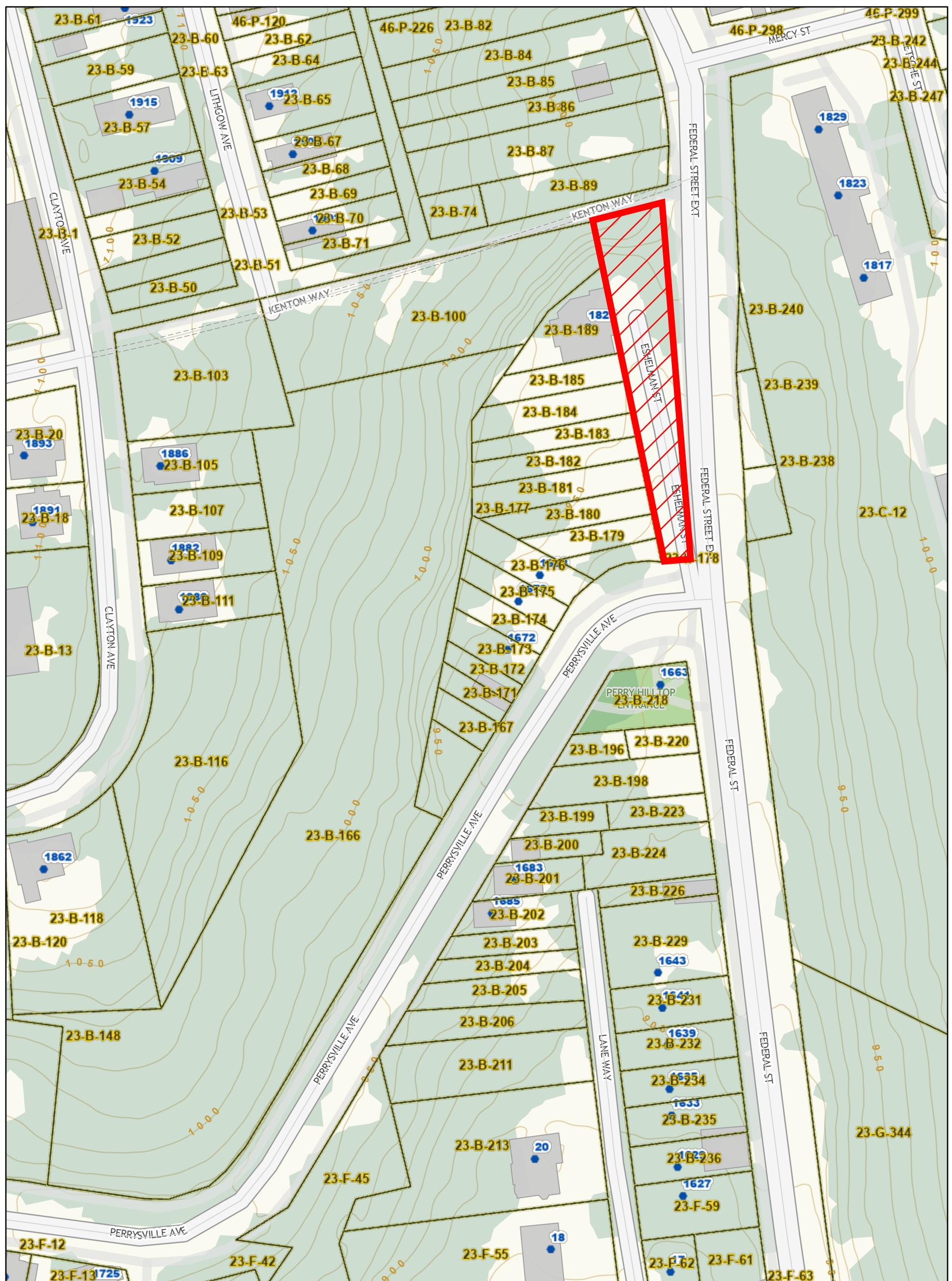
State of Pennsylvania } S.S.  
City of Pittsburgh. }

On the 11<sup>th</sup> day of May A.D. 1867. Before me a Notary  
Public in and for said County came the within named Fred D.  
Eshelman, and John S. Ashworth and acknowledged the within  
Plan of Lots to be their plan of lots and desired the same might be  
recorded as such.

Witness my hand and official seal this 11<sup>th</sup> day of May A.D. 1867.

Butler C. Christy,  
Notary Public.

# Allegheny County

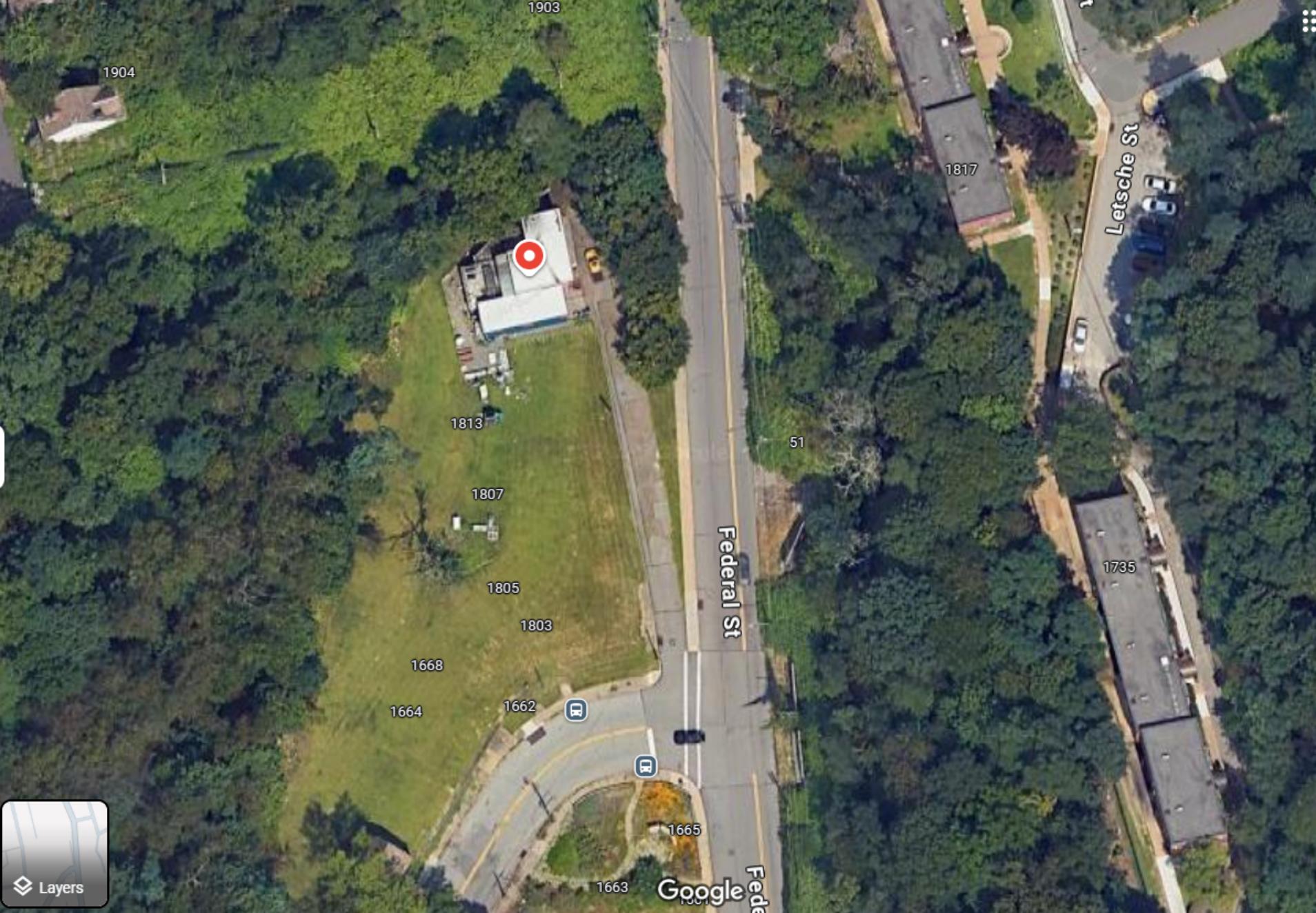


3/31/2023 10:38:16 AM

1:1,128

Allegheny County 2012; 2010 Imagery  
Esri Community Maps Contributors, County of Allegheny,  
data.pa.gov, West Virginia GIS, © OpenStreetMap, Microsoft, Esri,  
HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA,

Allegheny County GIS





**To:** Jeff Skalican, Interim Director of the Department of Mobility and Infrastructure  
**From:** William J. Pickering, Pittsburgh Water Chief Executive Officer  
**Date:** 9/15/2025  
**Subject:** Proposed Street Vacation at 1821 Federal Street Ext

The following is in response to the attached 9/4/2025 request regarding the street vacation at 1821 Federal Street Ext. and Eshleman Street in the 25th Ward of the City of Pittsburgh.

1. The Water Mapping (attached) indicates that there is a 6-inch water main and two fire hydrants within the area of the proposed street vacation area.
2. The Sewer Mapping (attached) indicates that there is 15-inch combined sewer main and related appurtenances within the proposed street vacation area. Please note, Pittsburgh Water does not maintain records of sewer service laterals and the property owner is responsible for maintenance. We cannot confirm if the private service lateral will be affected.

*PWSA has no objection to the vacation of said street. The water and sewer infrastructure indicated above must be maintained. Our approval is based on the future utility easement agreement for this site the form of which is attached to this letter.*

*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.*

JMA

Attachment

# 1821 Federal St, Eshelman St Vacation



## Legend

WATER		SEWER	
● Meter	● Pressure Monitoring Station	■ Outfall	
● Curb Box	● Water Manhole	◆ End Cap	
■ Water System Pump	— Rising Main	■ Sewer Pump Station	
● Hydrant	— Supply Main	— Combined Sewer	
● System Valve	— Transmission Main	— Sanitary Sewer	
● Dividing Pressure Valve	— Distribution Main	— Storm Sewer	
■ Coupling	— Hydrant Branch	— Regulated Combined Sewer	
■ Tee	— Private Main	— Overflow Sewer	
■ Cross	— Private Main	— Interceptor	
■ Reducer	■ Manhole	— Sewer Force Main	
■ End Cap	● Junction	— Private Sewer	
■ Wash Out	■ Inlet	— Undefined Sewer	
		■ Green Infrastructure Underground Facilities	

0 0.02 0.04 mi



Neither the City of Pittsburgh ("City") nor Pittsburgh Water & Sewer Authority ("Pittsburgh Water") 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. The City and Pittsburgh Water assume no responsibility for any conclusions or interpretations made on the basis of such information. The City and Pittsburgh Water 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 Pittsburgh Water.

Date: 9/5/2025

Please record and return to:  
Monica Walaan, Esquire  
The Pittsburgh Water and  
Sewer Authority  
Penn Liberty Plaza I  
1200 Penn Avenue  
Pittsburgh, PA 15222

## **EASEMENT AGREEMENT**

MADE and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025,

by and between:  
«**GRANTOR**» having an address of «Grantor\_Address» (the “Grantor”),

and

**THE PITTSBURGH WATER AND SEWER AUTHORITY**, a body corporate and politic operating under the laws of the Commonwealth of Pennsylvania, and the authority granted to it by 53 Pa. C. S. §5601, *et seq.*, with its principal offices at Penn Liberty Plaza I, 1200 Penn Avenue, Pittsburgh, PA 15222, County of Allegheny, Commonwealth of Pennsylvania, its successors, assigns and lessee (“PITTSBURGH WATER” or “Grantee”) (Both the Grantor and PITTSBURGH WATER collectively, the ‘Parties').

### **WITNESSETH:**

**WHEREAS**, the Grantor is the owner in fee simple of that certain parcels of real property (the “Property”) located in the «Ward» Ward of the City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania, being known as «Property\_Address», «City\_State\_Zip» being identified as Block and Lot No. «Block\_Lot» in the Allegheny County Department of Real Estate, having acquired said property by deed recorded on «Deed\_Date» in Deed Book Volume «Deed\_Bk\_Volume», Page «Deed\_Bk\_Page»;

**WHEREAS**, PITTSBURGH WATER operates a water and sewer system in the City of Pittsburgh;

**WHEREAS**, PITTSBURGH WATER desires a non-exclusive right of way and easement over, upon, across, along, and through the Property for the purposes of constructing, inspecting, maintaining, repairing, removing and rebuilding of sewer lines and facilities on and under the Property (“Permitted Uses”); and

**WHEREAS**, the Grantor is willing to grant the easement so desired by PITTSBURGH WATER;

**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 foregoing recitals are incorporated herein by reference.

2. **Grant of Easement.** The Grantor does hereby irrevocably grant, sell and convey to PITTSBURGH WATER:

(a) a perpetual, non-exclusive easement and right-of-way over, upon and through the Property (“Perpetual Easement”), for the purposes of: (a) the free and uninterrupted use, construction, repair, maintenance, reconstruction, improvement, alteration, removal, inspection, and abandonment of sewer lines, facilities and appurtenances; and (b) any and all other purposes related in any manner to the operation by the Authority of its water, sewer and storm water systems, and any replacements or improvements thereof (“Permitted Uses”).

(b) the Perpetual Easement is depicted on the site plan prepared by «Plan\_Prepared\_By», dated «Plan\_Date», attached hereto as Exhibit “A,” and further described on Exhibit “B,” which is a legal description of the metes and bounds.

(c) The Grantor, heirs and assigns, shall have the continuing right to use the Perpetual Easement Area for all purposes not inconsistent with the rights granted to PITTSBURGH WATER hereunder; provided, however, that no trees, buildings, structures or related facilities shall be erected with the Perpetual Easement, without PITTSBURGH WATER’s prior written consent.

3. **Right of Ingress, Egress and Regress.** The Perpetual Easement includes the right of ingress, egress, and regress to the Perpetual Easement for the Permitted Uses.

4. **Notice of Access.** Except in cases of emergency, PITTSBURGH WATER shall provide the Grantor with at least forty-eight (48) hours’ notice of its intention to access the Perpetual Easement Area. If the sewer requires repair, replacement, or removal, PITTSBURGH WATER shall cause the same to be made as expeditiously as reasonably possible and consistent with efforts to minimize any damage to real property, the improvements, and operations thereon.

5. **Restoration.** Following any work on the Property or Perpetual Easement Area by or on behalf of PITTSBURGH WATER, PITTSBURGH WATER will promptly restore the ground surface of the Property and Area, including pavements, driveways, sidewalks, fencing, trees and any shrubs or grasses, at PITTSBURGH WATER’s expense, to substantially the same condition as they were in prior to the performance of the work.

6. **Covenants to Run with the Land.** The Perpetual Easement granted pursuant to this Agreement shall be appurtenant to and shall run with the Property.

7. **Grantor’s Covenants.** The Grantor covenants that: (a) the Grantor will not convey any other easement that conflicts with the Perpetual Easement granted or created hereby; (b) the Grantor will not make or permit changes to be made to the depth of earth cover over the sewer without the written approval of PITTSBURGH WATER; and (c) the Grantor will not take or permit any action that interferes, in any manner, with the rights granted to PITTSBURGH WATER pursuant to this Agreement.

8. **Grantor’s Warranty.** The Grantor warrants generally to PITTSBURGH WATER that Grantor owns the Property in fee simple, free and clear of any liens, claims or encumbrances.

9. **Successors and Assigns.** The Perpetual Easement granted pursuant to this Agreement shall be binding upon and inure to the benefit of the Grantor and PITTSBURGH WATER and their respective heirs, successors and assigns.

10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without reference to its conflict of law principles. Any dispute relating to or arising from this Agreement shall be brought in the Court of Common Pleas of Allegheny County.

11. **Legal Authority.** Each Party hereby represents that the individual executing this Agreement on behalf of such Party has the full legal authority to execute this Agreement on behalf of such Party and to bind such Party. Further, each Party represents that all requisite approvals, resolutions, and consents (if required) authorizing the transaction set forth in this Agreement, have been duly adopted and effectuated and are presently in full force and effect. Upon execution of this Agreement by the authorized signatories of the Parties this Agreement shall be deemed in full force and effect and binding upon each Party and all parties who shall succeed to the rights and interest of each Party hereunder. Grantor hereby represents and warrants that, as of the date hereof, it is the sole owner of the Grantor's Property.

12. **Authorization by Pittsburgh Water Board.** This Agreement is entered into by PITTSBURGH WATER pursuant to Agenda Item No. 65, adopted at a regular meeting of its Board of Directors on May 24, 2019.

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

*[signature pages to follow]*

**GRANTOR:**

## «Grantor»

COMMONWEALTH OF PENNSYLVANIA )  
 )  
 ) SS:  
COUNTY OF ALLEGHENY )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, a Notary Public, (the undersigned officer), personally appeared «Grantor», known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledge that it executed the foregoing instrument for the purposes therein contained.

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

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## Notary Public

My Commission Expires:

## THE PITTSBURGH WATER AND SEWER AUTHORITY:

By: \_\_\_\_\_  
Name: William J. Pickering  
Title: Chief Executive Officer

## Finance Director for The Pittsburgh Water and Sewer Authority

APPROVED AS TO FORM:

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Corporate Counsel, Commercial for  
The Pittsburgh Water and Sewer Authority

COMMONWEALTH OF PENNSYLVANIA )  
 )  
 ) SS:  
COUNTY OF ALLEGHENY )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, 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.

### My Commission Expires:

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## Notary Public



375 North Shore Drive  
Pittsburgh, Pennsylvania 15212

[www.peoples-gas.com](http://www.peoples-gas.com)

**Jill Marie Groves**  
TEL 412.258.4691  
Mobile 412.951.3149  
[jill.groves@peoples-gas.com](mailto:jill.groves@peoples-gas.com)

September 12, 2025

Department of Mobility and Infrastructure  
City County Building  
414 Grant Street  
Pittsburgh, PA 15219

RE: Request to Vacate City Right of Way (Street Vacation)  
of Eshelman Street, located in the 25th Ward, City of Pittsburgh

Peoples Natural Gas Company (Peoples) owns and operates a Natural Gas (8) inch pipeline in the public right of way of Eshelman Street in the 25th Ward, City of Pittsburgh, Allegheny County, Pennsylvania. We have been advised that the City of Pittsburgh (City) is reviewing a request to vacate Eshelman Street that will affect approximately 300 (ft) feet of our existing pipeline.

Peoples has no objection to the proposed vacation of said street, however our approval is based on the future perpetual easement for this pipeline.

For PNG to maintain accurate records in our mapping, we respectfully request confirmation of the Council approval or denial of this proposed vacation. If approved, please include the complete and final resolution with the assigned ordinance number.

Sincerely,

Jill Marie Groves  
Land Agent



**Ian Angelo**  
Engineering

2345 New Beaver Ave. Pittsburgh Pa 15233 | Mail Drop PA-TD  
Tel 412-393-2880 | Email: [iangelo@duqlight.com](mailto:iangelo@duqlight.com)

**VIA EMAIL:** Cory Cope <[cory@flyspaceproductions.com](mailto:cory@flyspaceproductions.com)>

**Re: 1821 Federal St, Pittsburgh Pa 15212**  
**Encroachment Permit Letter - Duquesne Light**

To whom it may concern,

Duquesne Light has reviewed this request, and we have no issues. Based on your plans, there is no encroachment on DLC facilities. Please be aware that DLC does have overhead facilities in the area.

You cannot encroach DLC's facilities within required clearances per applicable NESC codes and OSHA standards and all other applicable codes and regulations while performing any work in the vicinity. For complete electrical service installation rules, please go to [Duquesnelight.com](http://Duquesnelight.com) > Construction and Renovation > Electric Installation Rules

This letter is not intended as a full recitation of the facts or a complete review of applicable law. Nothing contained in or omitted from this letter is or shall be deemed to be a limitation, restriction, modification, or waiver of any of Duquesne Light's rights or remedies, either at law or in equity, in connection with any of the matters raised, all of which are expressly reserved.

Sincerely,

A handwritten signature in black ink that reads 'Ian Angelo'.

**Ian Angelo**  
Supervisor, Distribution Engineering  
412.393.2880 (Office)  
[iangelo@duqlight.com](mailto:iangelo@duqlight.com)

Duquesne Light Company  
2645 New Beaver Avenue, Pittsburgh, Pa 15233  
[DuquesneLight.com](http://DuquesneLight.com)