

ED GAINNEY
MAYOR



KIMBERLY LUCAS
DIRECTOR

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

PROJECT NAME	Mt. Washington Landslide Remediation (William Street)
COUNTY	Allegheny
MUNICIPALITY	City of Pittsburgh
TAX PARCEL NO.	4-H-304
PROPERTY OWNER	Nicholas D. Marshall

**OFFER TO PURCHASE
PROPERTY**

Date: May 12, 2023

Nicholas D. Marshall
321 Cola Street
Pittsburgh, PA 15203-1302

Dear Mr. Marshall,

The City of Pittsburgh (City) would like to purchase a temporary construction easement ("Easement") on the property owned by Nicholas D. Marshall located at 321 Cola Street, Pittsburgh, PA 15203 (Tax Parcel No. 4-H-304) as part of the Mt. Washington Landslide Remediation Project. The City will purchase the temporary construction easement only if you voluntarily agree to the purchase.

Keystone Acquisition Services Corporation (Keystone) has been authorized to represent the City in negotiations. Their representatives also will ensure you understand your rights and options under this temporary acquisition program.

Please review the enclosed Statement of Determination of Fair Compensation, which estimates the fair market value of the easement on your property in accordance with established policies and procedures. At this time, the following options are available to you; please initial and date next to the option you desire and return a copy of this document to Keystone by June 2, 2023:

1. Elect to waive compensation for the temporary construction easement and execute an Easement agreement in the amount of \$1.00.
2. Elect to accept the City's offer to purchase the Easement on the Nicholas D. Marshall property for the amount stated in the Statement of Determination of Fair Compensation. If you choose to accept the offer for the amount stated in the Statement of Determination of Fair Compensation, send written notice of your acceptance to Keystone as soon as possible, but no later than June 2, 2023 using the enclosed self-addressed, stamped envelope. Once the City receives your acceptance, an Easement agreement will be sent for your execution. Then, upon completion of a title certification, we will proceed with closing. Please note that the offer below is contingent on City Council appropriating adequate funding for this transaction.

3. Reject this Offer to Purchase the temporary construction easement on the Nicholas D. Marshall property. If you choose to reject this invitation and terminate negotiations, please notify Keystone of your decision in writing as soon as possible, but no later than June 2, 2023.
4. Contest the amount stated in the Statement of Determination of Fair Compensation. If you disagree with the amount stated in the Statement of Determination of Fair Compensation, but want to continue negotiations, you may retain, at your own expense, a qualified appraiser acceptable to the City to perform a second appraisal. If you choose to have a second appraisal conducted, please—
 - a. Notify Keystone in writing as soon as possible, but no later than June 2, 2023.
 - b. Forward the second appraisal once it is completed to Keystone. Upon receipt of the second appraisal, the City will accept, reject, or modify the estimated fair market value, and Keystone will notify you.

If the City accepts the second appraisal or if the parties agree on a modified estimated fair market value, Keystone will revise the Statement of Determination of Fair Compensation and mail the revised offer to you. You may then choose to either execute one of the Statements of Determination of Fair Compensation (the original or amended) and return it to Keystone, or terminate the negotiations. Please note that any revised offer is contingent on City Council appropriating adequate funding for this transaction.

Upon receipt of your acceptance of the offer (either initial offer or revised offer), Keystone will send an Easement agreement with the final terms and conditions for your review and execution. A sample easement agreement is enclosed for your convenience.

The City knows you are facing an important decision and will assist you in any way possible. If you are undecided or have any questions about the offer, Keystone Acquisition Services Corporation will assist you in any way possible. Alternatively, you can call the City's Project Manager, Mr. Thomas Tessaro (724-553-1167), with any questions.

Sincerely,

Eric J. Setzler, P.E.
Chief Engineer
City of Pittsburgh
Department of Mobility and Infrastructure

Keystone Acquisition Services Corporation
Telephone: (412) 364-8612

Enclosures:
Statement of Determination of Fair Compensation
Temporary Construction Easement Agreement
Self-addressed, stamped return envelope

PROJECT NAME	Mt. Washington Landslide Remediation (William Street)
COUNTY	Allegheny
MUNICIPALITY	City of Pittsburgh
TAX PARCEL NO.	4-H-304
PROPERTY OWNER	Nicholas D. Marshall

Statement of Determination of Fair Compensation

Address of property: 321 Cola Street
Pittsburgh, PA 15203

Owner(s) of record: Nicholas D. Marshall

Type of residence:	<input checked="" type="checkbox"/> Single family	<input type="checkbox"/> Multiple family	<input type="checkbox"/> Vacant Land
Number of rooms:	5 Total	2 Bedroom(s)	2.5 Bath(s)
Exterior (check one):	<input checked="" type="checkbox"/> Brick	<input type="checkbox"/> Wood	<input type="checkbox"/> Siding
	<input type="checkbox"/> Concrete	<input type="checkbox"/> Other: N/A	
Size of residence:	1,724 square feet		
Size of lot:	4,639 square feet		
Improvements:			

Interest to be acquired: Fee simple Conservation Easement Temporary Construction Easement

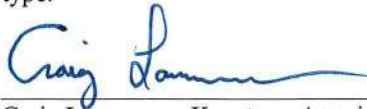
Amount of compensation: \$ 1,950.00

This amount is based on an estimated total value of \$1,950.00, from which a total amount of \$0.00 has been deducted to avoid duplication of benefits. (See below.) This amount is believed to be fair compensation for the temporary construction easement, and no less than its fair market value. To the best of our knowledge the following have been deducted from the estimated value:

Flood insurance	\$0.00	Disaster Housing	\$0.00
State IFG	\$0.00	Hazard Minimization	\$0.00
SBA Loan	\$0.00	Other:	\$0.00

Appraisal approach: SALES COMPARISON

The amount of compensation disregards any possible increase of the fair market value, which might result from this project. The fair market value of this temporary construction easement, determined by James L. McCready, General Certified Appraiser, is estimated as of April 21, 2023, the date before the event precipitating this project. It does not reflect any economic depreciation as a result of that event. In the determination of compensation, fair market value is defined as, "the amount for which, in all probability, the property would be sold by a knowledgeable owner willing but obligated to sell to a knowledgeable purchaser who desired but is not obligated to pay." This property has been studied considering its tax roll value or highest and best use for its type.



Craig Laurenson, Keystone Acquisition Services Corporation
Project Manager

5/10/2023

Date

PROJECT NO.	Mt. Washington Landslide Remediation (William Street)
COUNTY	Allegheny
MUNICIPALITY	City of Pittsburgh
TAX PARCEL NO.	4-H-304
PROPERTY OWNER	Nicholas D. Marshall

**TEMPORARY
EASEMENT FOR
CONSTRUCTION**

THIS INDENTURE is made this _____ day of _____, by Nicholas D. Marshall, owner(s) of the property identified as tax parcel number 4-H-304 ("Property"), his heirs, executors, administrators, successors and/or assigns ("GRANTOR") and The City of Pittsburgh ("GRANTEE").

WITNESSETH:

WHEREAS, the parties have mutually agreed that the GRANTOR will grant to the GRANTEE a temporary easement for construction purposes. The anticipated use of the temporary construction easement includes contractor and alternative access to Cola Street.

NOW, THEREFORE, in consideration of the sum of one (\$1.00) Dollars, the GRANTOR hereby grants to the GRANTEE a temporary construction easement for the area shown on Exhibit A ("Easement Area"), attached hereto and made a part hereof, for the purpose of undertaking the Mt. Washington Landslide Remediation Project ("Project"). The anticipated use of the temporary construction easement includes contractor and alternative access of Cola Street.

The GRANTOR also hereby authorizes the entry and re-entry of employees, agents and contractors of the GRANTEE upon said Easement Area to do any and all work necessary for the completion of the Project; provided, however, that, upon completion of the Project, the GRANTEE shall be obligated to restore the Easement Area to a condition commensurate with that of the balance of the Property of the GRANTOR. Such restoration includes removal of debris, filling of holes and the grading and sowing of grass. The estimated completion date of the Project is one year from the commencement of construction. The temporary easement for construction area is 608 square feet.

The Grantee, including Grantee's agents, employees, and subcontractors; shall be permitted immediate access to the Easement Area as needed, with all necessary equipment and materials. Grantee may access the Easement Area at any time with or without notice.

The GRANTOR hereby represents and warrants to the GRANTEE that: (a) it has the full right, power, title, and interest to make this grant of Easement to the GRANTEE; (b) such grant of Easement and any rights granted under this Agreement may be fully and thoroughly enjoyed and utilized by the GRANTEE pursuant to the terms hereof; and (c) the GRANTEE's easement rights hereunder shall not be defeased, impaired, or adversely affected by superior title. Further, the GRANTOR warrants that the Easement Area shall be available to the GRANTEE at all times, in a condition satisfactory to GRANTEE, in order to perform the purposes provided in this Agreement.

The GRANTOR does further remise, release, quitclaim and forever discharge the GRANTEE, including its agents, employees, officials, and subcontractors of and from all suits, damages, claims and demands for or on account of this conveyance and any injury to or destruction of the Property of the GRANTOR through or by reason of the aforesaid construction or improvement.

The covenant, terms, and conditions of this Indenture shall be binding upon the GRANTOR, and the GRANTOR'S heirs, executors, administrators, representatives, successors and assigns.

The GRANTOR hereby indemnifies the GRANTEE against any claim made by any successor in interest should the GRANTOR transfer the Property to another prior to the completion of construction for which the temporary easement was given.

This Agreement is subject to the provisions of the Pittsburgh Home Rule Charter; and the liability of the City is limited to One Thousand Nine Hundred and Fifty dollars (\$1,950.00). This Agreement is entered into by the City of Pittsburgh pursuant to Resolution No. _____ of 2023, effective _____.

Parcel Lot-Block	Property Owner	Job Number	Account	Fund	Budget Year	Item No.	Amount	Source
4-H-304	Nicholas D. Marshall							Grant

IN WITNESS WHEREOF, the parties have executed or caused to be executed these presents, intending to be legally bound thereby.

INDIVIDUALS

Nicholas D. Marshall

ENTITIES*

GRANTOR:

BY:

BY:

* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity.

GRANTEE: CITY OF PITTSBURGH

BY:

Director, Department of Finance

EXAMINED BY:

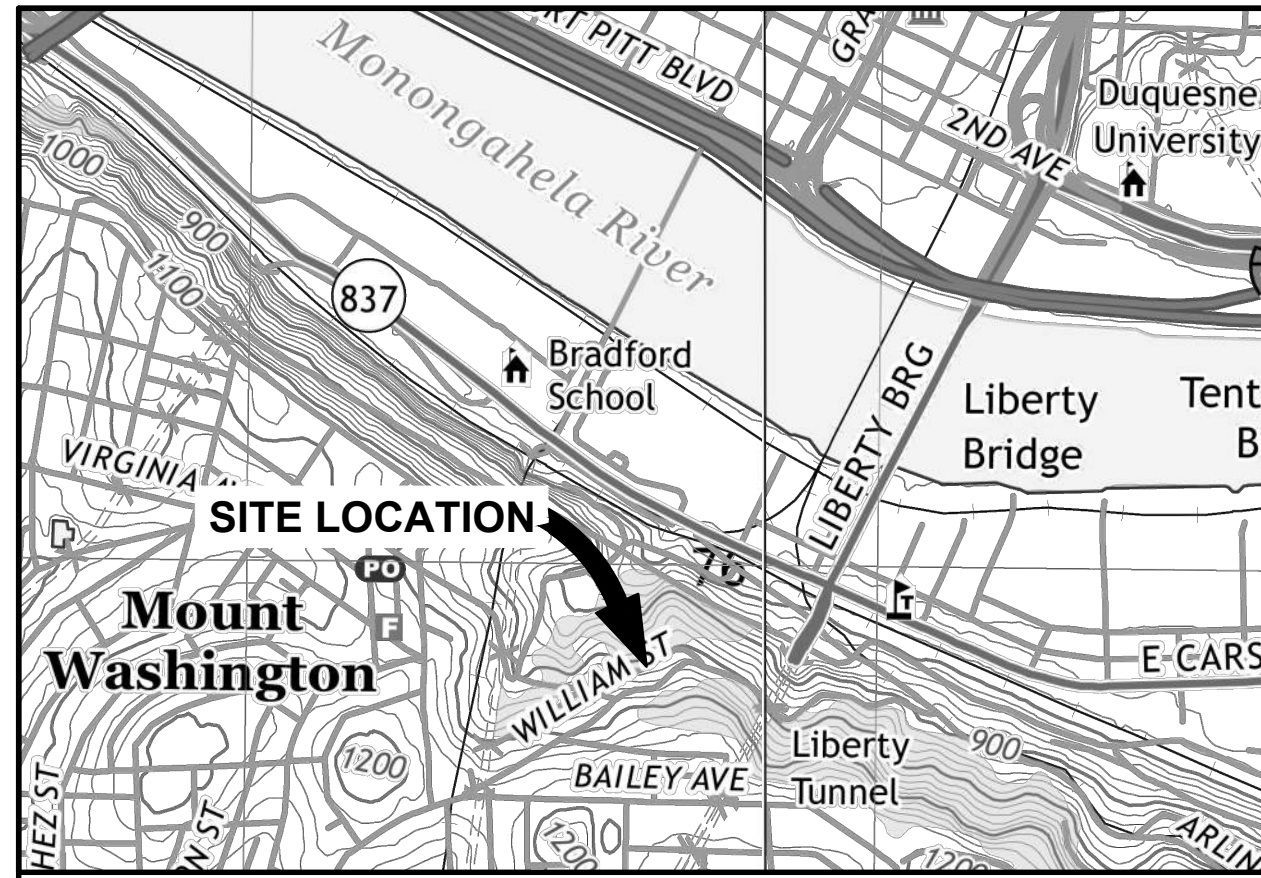
Assistant City Solicitor

APPROVE AS TO FORM:

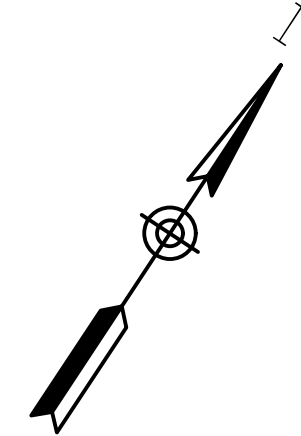
City Solicitor

COUNTERSIGNED:

City Controller



VICINITY MAP
SCALE: 1"=1000'

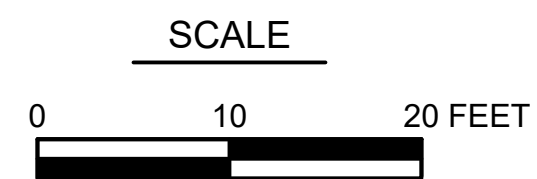


AREAS

BLOCK & LOT 4-H-304
GROSS AREA = 4,639 SQ.FT./0.106 ACRES

GENERAL NOTES

- 1.) Private property lines are plotted from the deed of record, recorded subdivision or lot plans, existing topographical features and limited field data. Private property lines were not surveyed by the professional land surveyor responsible for the project.
- 2.) Bearings and distances shown on this plan are derived from GPS observations on the Pennsylvania State Plane Coordinate System, South Zone, NAD 1983.
- 3.) Topographic features are indicated in accordance with a survey performed by others and are based on the North American Vertical Datum of 1988, NAVD 88.
- 4.) Property is subject to all prior conveyances, easement, reservations and conditions recited in all prior conveyances.
- 5.) Underground facilities, structures and utilities have been plotted by others from a combination of field evidence, available plans and field markings. Therefore, their locations and sizes must be considered approximate only. There may be other underground facilities whose existence is presently unknown.



PROPERTY INFORMATION
Block & Lot : 4-H-304
Instrument No. 2013-10923
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LAND OWNER
Nicholas D. Marshall
Property Address: 321 Cola Street
Pittsburgh, PA 15203
Mailing Address: 321 Cola Street
Pittsburgh, PA 15203

REVISIONS	DATE

Campbells Run Business Center
300 Business Center Drive
Suite 304
Pittsburgh, PA 15205
Office: 412-785-2433
Fax: 412-785-2955
www.mbe-eng.com

NICHOLAS D. MARSHALL
PLAN OF PROPERTY
SITUATE IN
18TH WARD, CITY OF PITTSBURGH
ALLEGHENY COUNTY, PENNSYLVANIA
PREPARED FOR
CITY OF PITTSBURGH

SCALE:	AS SHOWN
DATE:	May 05, 2023
DRAWN BY:	BPP
CHECKED BY:	BMT
APPROVED BY:	BMT

PROJECT NUMBER:
3384-02
FILE NAME:
3384-02 - Marshall - Plan of Property.dwg
SHEET NUMBER:
1 OF 1