



January 24, 2023

Ms. Kim Lucas
Director, Department of Mobility and Infrastructure
City-County Building
414 Grant Street
Pittsburgh, Pennsylvania 15219

Subject: Proposed Right-of-Way Vacation of Melmore Way
Shakespeare Street Associates
City of Pittsburgh, Allegheny County, Pennsylvania

Dear Ms. Lucas:

Shakespeare Street Associates is contacting the Department of Mobility and Infrastructure (DOMI) with a request for vacation of the Melmore Way Right-of-Way (R/W) in the Shadyside neighborhood of the City of Pittsburgh. Trans Associates (TA) has prepared the application and submittal package on behalf of Shakespeare Street Associates. This package includes the following:

- Completion of the Street Vacation Application Packet provided by DOMI.
- Completion of the Street Vacation Plan electronic submission via the OneStopPGH website.
- Submission of a survey of the portion of Melmore Way to be vacated, including a legal description of the metes and bounds, prepared by the firm Civil & Environmental Consultants, Inc.
- Documented contact with all utilizes listed in the application stating non-involvement, easement, agreement or other arrangements.
- Petition from all abutting property owners to the Melmore Way R/W that is being proposed for vacation.

You can contact myself or Trans Associates can be contacted at any point during this process for additional information or any concerns or omissions.

Respectfully submitted,
Shakespeare Street Associates

A handwritten signature in blue ink, appearing to read "Philip Bishop", is written over the typed name.

Philip Bishop
Senior Vice President

cc: T. Olesniewicz – Trans Associates

ECHOREALTY.COM

560 EPSILON DRIVE, PITTSBURGH, PA 15238 • 412.968.1660

Pittsburgh • Indianapolis • Nashville



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

STREET VACATION APPLICATION

Date: 02/17/2022

Applicant Name: Shakespeare Street Associates

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

Address: 560 Epsilon Drive, Pittsburgh, PA 15238

Phone Number: 412-968-1660 Alternate Phone Number: 412-850-5320

Email Address: PBishop@echorealty.com

Location of Proposed Vacation: 231 Shady Avenue

Shakespeare Street Associates Plan of Lots No. 2;

Ward: 7 Council District: 8 Lot and Block: 84-G-258; 84-G-229; & 84-G-231

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

Is the proposed vacation developed? Yes No

Width of Existing Right-of-Way (sidewalk or street): 20.02' (Before vacation)

Length of Existing Right-of-Way (sidewalk or street): Approx 270' (Before vacation) (Melmore Way)

Width of Proposed Vacation: 20.02'

Length of Proposed Vacation: 72.80'

Number of square feet of the proposed vacation: 1,457.46

Description of vacation: A section of ROW contained entirely within Shady Hill Center parking lot

Reason for application:

Echo Real Estate Services, Inc., as sole owner of all abutting properties to section of ROW proposed for vacation, seeks to consolidate their properties for potential future development.

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: 84-G-258 (P.B.V. 130, Pg. 33) 6320 Shakespeare Street

Lot & Block & Address of abutting property: _____

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 WHEREOF, We have hereunto set our hands and seals as of the _____ Day of _____, 20____.

Witness
Natalie Colla

Property Owners: (Please Sign & Print L&B)
[Signature] No. 2 84-G-258 (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

Personally came *Philip A. Bosnop* 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 23 of Feb., 2022

Natalie Colla

Commonwealth of Pennsylvania - Notary Seal
Natalie A. Colla, Notary Public
Allegheny County
My commission expires February 17, 2026
Commission number 1222286
Member, Pennsylvania Association of Notaries



SHAKESPEARE STREET ASSOCIATES
PLAN OF LOTS NO. 2
P.B.V. 130, PG. 33

MELMORE WAY VACATED BY
ORDINANCE #1049 OF 1984.
SEE D.B.V. 7030, PG. 229

SHADY AVENUE

S 81°43'47" E

SHAKESPEARE STREET ASSOCIATES
PLAN OF LOTS NO. 2
P.B.V. 130, PG. 33

N/F SHAKESPEARE STREET ASSOCIATES
84-G-229

N/F SHAKESPEARE STREET ASSOCIATES
84-G-231

N/F ERIC A. SEGAL
84-G-233

SHAKESPEARE STREET ASSOCIATES
PLAN OF LOTS NO. 2
P.B.V. 130, PG. 33

N/F SHAKESPEARE STREET ASSOCIATES
84-G-258

N/F SHAKESPEARE STREET ASSOCIATES
84-G-258

P.O.B.

N 81°43'47" W

MELMORE WAY
(TO BE VACATED)
1,457 SQ. FT.
0.0335 ACRES

MELMORE WAY



[Signature]
JAMES R. BRUGGEMAN
PROFESSIONAL LAND SURVEYOR
REG. NO. SU-051772-E

NOTE:

- 1. PROPERTY BOUNDARY COURSES BASED ON PLAN BOOK VOLUME 130, PAGE 33.

SCALE IN FEET



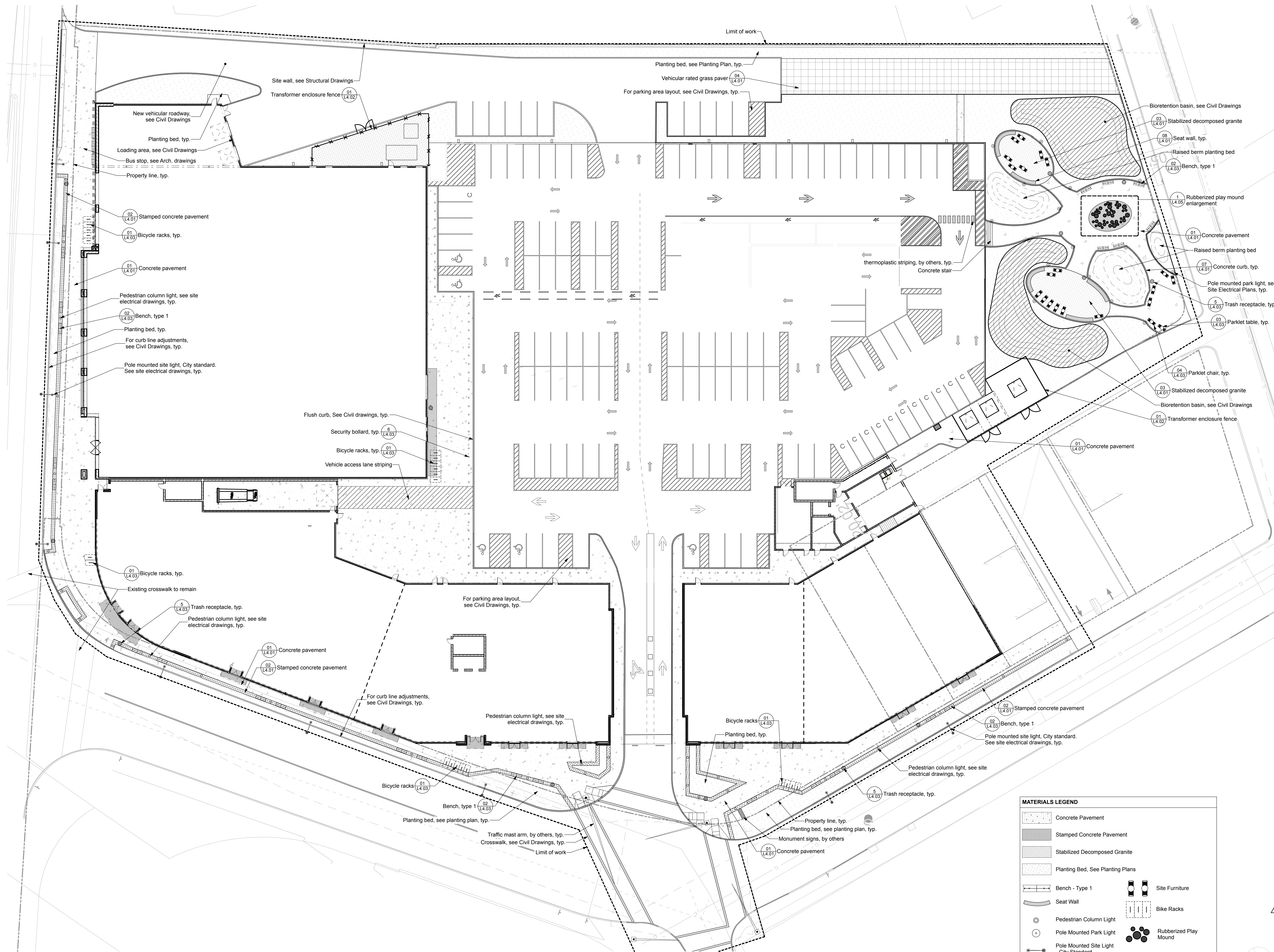
Civil & Environmental Consultants, Inc.

333 Baldwin Road · Pittsburgh, PA 15205
412-429-2324 · 800-365-2324
www.cecinc.com

ECHO REAL ESTATE SERVICES COMPANY
7TH WARD, CITY OF PITTSBURGH
ALLEGHENY COUNTY, PENNSYLVANIA

MELMORE WAY RIGHT OF WAY VACATION

| | | | | | | | |
|-----------|------------|-------------|--------|--------------|---------|----------|---|
| DRAWN BY: | CMM | CHECKED BY: | JRB | APPROVED BY: | JRB | EXHIBIT: | A |
| DATE: | 12-11-2020 | DWG SCALE: | 1"=30' | PROJECT NO: | 160-069 | | |



Strada Architecture



Thomas Henninger Price
License: RA404051

Project Information

The Meridian
Penn Avenue and Shady Avenue
Pittsburgh PA 15206

Owner: Echo Realty
Project Number: 18060

Revision History

| ID | Date | Issue Name |
|----|----------|----------------|
| | 10.27.22 | GMP Permit Set |

Current Issuance

| Date | Project Phase |
|----------|---------------|
| 11.11.22 | Addendum #1 |

Drawing Title

Landscape Materials
Plan

Sheet Number

L1.01

LEGAL DESCRIPTION
MELMORE RIGHT OF WAY VACATION
0.0335 ACRES
7TH WARD, CITY OF PITTSBURGH
ALLEGHENY COUNTY, PENNSYLVANIA

All that certain lot or parcel of land situate in the 7th Ward, City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania, more particularly bounded and described as follows:

Beginning at a point on the westerly right of way line of Melmore Way, 20.02', at the dividing line of property now or formerly Shakespeare Street Associates (Tax Parcel 84-G-231) and property now or formerly (Tax Parcel 84-G-233);

thence along the westerly right of way line of Melmore Way, said line being the easterly line of property now or formerly Shakespeare Street Associates, North 08°16'13" East, 72.80' to a point on the dividing line of Melmore Way and Melmore Way vacated by Ordinance #1049 of 1984 (see deed book volume 7030, page 229);

thence along the dividing line of Melmore Way and Melmore Way vacated by Ordinance #1049 of 1984, South 81°43'47" East, 20.02' to a point on the easterly right of way line of Melmore Way, said line being the westerly line of property now or formerly Shakespeare Street Associates (Tax Parcel 84-G-258)

thence along the easterly right of way line of Melmore Way, South 08°16'13" West, 72.80' to a point;

thence through Melmore Way, North 81°43'47" West, 20.02' to a point at the place of beginning.

Bearings are based on Shakespeare Street Associates Plan of Lots No. 2, recorded in Plan Book Volume 130, Page 33.

Contains 1,457 Sq. Ft. or 0.0335 Acres





March 2, 2023

**Brian Ralston
DOMI
CITY OF PITTSBURGH
611 2ND AVE
PITTSBURGH, PA 15219**

Re: PROPOSED STREET VACATION

This document was prepared in response to the request made to Verizon Pennsylvania LLC

This is in response to your request for Verizon Pennsylvania LLC to investigate if there will be any impacts made to Verizon facilities by the property vacation at Melmore Way. According to the drawings provided the construction is non impacting to Verizon facilities whereas Verizon's facilities will be relocated, Verizon will have no objection to the proposed street vacation.

Should you have any questions or concerns regarding these terms, please contact **Dan Barren** (412)237-2291

Sincerely

Dan Barren
Engineer –Network Operations Engineering
508 Old Frankstown Rd. Monroeville PA, 15146
O 412.237.2291 | M 412.529.9266
Daniel.Barren@verizon.com



February 17, 2022

Nicholas E. Grego, E.I.T.
Associate Designer
Trans Associates Engineering Consultants, Inc.
4955 Steubenville Pike, Suite 400
Pittsburgh, PA 15205

Dear Mr. Grego:

As the construction contact for Comcast, I am responding to your inquiry regarding a right-of-way vacation for Melmore Way in the Shadyside neighborhood of Pittsburgh, as described in your February 15, inquiry to Comcast.

Comcast has no known conflicts at this location.

Thank you.

Gene Levi

Eugene Levi
Comcast Cable Communications Inc
Construction / Engineering
Eugene_Levi@cable.comcast.com
412-996-4188 (c)

Cc: Jennifer M. Cloonan, Director, External & Government Affairs
Comcast – Keystone Region
Jennifer_Cloonan@comcast.com



Janice Saltzman
TEL 412.258.4669
MOBILE 412.580.9744
jsaltzman@peoples-gas.com

January 23, 2023

Karina Ricks, Director
Department of Mobility and Infrastructure
City of Pittsburgh
611 Second Avenue
Pittsburgh, PA 15219

RE: Vacation of portion of Melmore Way
7th Ward, City of Pittsburgh

Dear Ms. Ricks:

This letter is in response to a request that Peoples Natural Gas Company (Peoples) received from Echo Realty regarding a request to vacate a portion of Melmore Way in the City of Pittsburgh.

Based on the drawings provided to Peoples, the proposed street vacation will not interfere with our gas facilities in this area.

Peoples has no objection to the proposed street vacation.

Sincerely,

Janice Saltzman

Janice Saltzman
Land Department



Michael Bichsel
Engineering

469 Hershey Rd, Penn Hills 15235 | Mail Drop PH-TD
Tel 412-393-2827 | Email: mbichsel@duqlight.com

VIA EMAIL: Klann, Dana <dklann@cecinc.com>

Re: Street Vacation Request – Melmore Way (near Aurelia St)

To whom it may concern,

Duquesne Light has reviewed this request, and we have no issues. Based on your plans, there will be no encroachment on DLC facilities. Please reference Duquesne Light Work Order #923526 and CEC Sub Plan for related relocation plans.

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,

Michael Bichsel
Supervisor, Engineering
412.393.2827 (Office)
mbichsel@duqlight.com

Duquesne Light Company
469 Hersey Rd. Penn Hill, PA 15235
DuquesneLight.com

From: [Jason R Costa](#)
To: [Nicholas Grego](#)
Cc: [Terry Olesniewicz](#); [Cindy Jampole](#); [Toni M Colavecchia](#)
Subject: RE: Utility Contact for Melmore Way ROW Vacation
Date: Tuesday, February 15, 2022 5:33:24 PM

Nicholas,
Pennsylvania American Water does not own any assets in this part of the city.
Thank you!

Jason R. Costa
Project Manager Operations
Pennsylvania American Water
500 Noblestown Road, Carnegie, PA, 15106
412-883-4601 -Office
412-651-0599 -Cell

From: Nicholas Grego <gregon@transassociates.com>
Sent: Tuesday, February 15, 2022 3:53 PM
To: jay.lucas@amwater.com; Jason R Costa <Jason.Costa@amwater.com>
Cc: Terry Olesniewicz <olesniewiczt@transassociates.com>; Cindy Jampole <jampolec@transassociates.com>
Subject: Utility Contact for Melmore Way ROW Vacation

EXTERNAL EMAIL: The Actual Sender of this email is gregon@transassociates.com "Think before you click!"

To whom it may concern:

We are contacting you on behalf of our client Echo Realty Services, Inc. Echo Realty is petitioning the City of Pittsburgh to vacate a portion of the Right-of-Way (ROW) of Melmore Way in the Shadyside neighborhood of Pittsburgh. This section of ROW is contained entirely within the Shady Hill Center parking lot with no buildings immediately adjacent to it. Per city regulations, any petition for ROW vacation requires formal contact and response from any and all utility providers that may be impacted by this ROW/property line adjustment.

Please see the attached overview and property map files for your consideration. Once reviewed, please respond with statement indicating approval, easement or agreement.

Thank you for time.

 **Trans** ASSOCIATES
Nicholas E. Grego, E.I.T.
Associate Designer
Trans Associates Engineering Consultants, Inc.
4955 Steubenville Pike, Suite 400

From: [Lewis \ Stephanie \ Kate](#)
To: [Nicholas Grego](#)
Cc: [Terry Olesniewicz](#); [Cindy Jampole](#)
Subject: RE: Utility Contact for Melmore Way ROW Vacation
Date: Friday, April 8, 2022 4:00:21 PM

Nicholas –

Columbia Gas of PA does not have facilities in the area of your work. We agree to the vacation of the ROW.

Please let me know if you need anything else.

Thanks,
Stephanie Lewis
Field Engineering Leader

Columbia Gas of Pennsylvania
Cell: 412-584-5015

From: Nicholas Grego [mailto:gregon@transassociates.com]
Sent: Friday, April 08, 2022 1:50 PM
To: Lewis \ Stephanie \ Kate <sklewis@nisource.com>
Cc: Terry Olesniewicz <olesniewiczt@transassociates.com>; Cindy Jampole <jampolec@transassociates.com>
Subject: FW: Utility Contact for Melmore Way ROW Vacation

USE CAUTION: This email was sent from an external source. Think before you click links or open attachments. If suspicious, please forward to security@nisource.com for review.

Ms. Lewis:

I am forwarding you the previous emails and attachments we had sent out to Columbia Gas regarding the ROW Vacation of Melmore Way in Shadyside. Included should be an overview map of the area in question as well as a formal survey and legal description. Per city regulations, any petition for ROW vacation requires formal contact and response from any and all utility providers that may be impacted by this ROW/property line adjustment. Once Columbia Gas has had the opportunity to review this information, we would require a statement indicating approval, easement or agreement.

If you have any questions you can also reach me via email or either of the phone numbers below, sorry that I forgot to list our office phone in the message I left for you.

Thank you for time.

To: Kim Lucas, Acting Director of the Department of Mobility and Infrastructure
From: William J. Pickering, PWSA Chief Executive Officer
Date: 04/05/2023
Subject: Proposed Street Vacation at 6320 Shakespeare St, Pittsburgh PA 15206-4094

The following is in response to the proposed Street Vacation request at
6320 Shakespeare St, Pittsburgh PA 15206-4094 with the following scope of work:

Shady Hill shopping center is being demolished and a new mixed-use building is being constructed, with giant eagle/restaurant/retail space on the ground floor, and apartment units starting on the second level. A portion of Melmore Way will be vacated to accommodate the new building footprint.

There are no known PWSA waterlines within the area of the proposed Street Vacation.

There is a 15" combined PWSA sewerline within the area of the proposed Street Vacation that will be impacted during construction of project. The existing sewerline in the proposed vacated area must be retained or abandoned.

PWSA has no objection to the vacation of said street pursuant to the following conditions:

- A development agreement has been signed for the abandonment of the sewer line. If the sewerline is not abandoned, the property owner must grant PWSA an easement for the existing sewerline.

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

The property owner is to abandon and relocate the existing 15" sewerline that runs through Melmore Way. If the property owner does not abandon the existing sewerline, they must grant an easement. No structures will be permitted to be constructed within the easement. If the existing sewerline is not abandoned and the PWSA is refused an easement, PWSA will not maintain the sewerline. The property owner will assume maintenance responsibility.

Please contact Jordan Treaster at 412-495-2609 to complete one of the options above.

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: PWSA 6320 Shakespeare Street Development Agreement

PWSA Agreement

DEVELOPMENT AGREEMENT

6320 Shakespeare Street

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made on this 4 day of April, 2023, by and between the Pittsburgh Water and Sewer Authority, a body corporate and politic situated in the Commonwealth of Pennsylvania, having its principal offices located at 1200 Penn Avenue, Pittsburgh, Pennsylvania 15222 (hereinafter, the "PWSA")

AND

Shakespeare Street Associates , a Limited Liability Partnership formed under Pennsylvania state law having a place of business at 560 Epsilon Drive, Pittsburgh PA 15238 (hereinafter, the "Developer").

WITNESSETH:

WHEREAS, the PWSA operates and maintains a sewage collection and conveyance facilities that carry wastewater from the City of Pittsburgh and surrounding municipalities to the Allegheny County Sanitary PWSA interceptor sewer system and a public water distribution system and is engaged in the business of supplying water for ordinary uses within the City of Pittsburgh and nearby areas;

WHEREAS, the Developer owns a certain tract of land within Pittsburgh, Allegheny County, Pennsylvania, described in and conveyed to the Developer by a Deed recorded in the Office of the Recorder of Deeds of Allegheny County at Deed Book Volume 130, Page 33 (hereinafter, the "Property");

WHEREAS, in order to complete the development of the Property, the Developer is required to relocate a portion of a sewer line and related appurtenances in Former Melmore Way, abandon a sewer line and related appurtenances located on the Property, install two (2) new manholes, relocate water main in and related appurtenances in Shady Avenue, and relocate two (2) fire hydrants (hereinafter "Extended Facilities");

WHEREAS, the Developer intends to secure any necessary rights-of-way and permits, to fulfill any other legal requirements and to enter into a construction contract or contracts for the construction of the Extended Facilities; and

WHEREAS, the PWSA is willing to assume responsibility for maintenance and repair of the Extended Facilities on the terms and conditions stated in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants and conditions hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree as follows:

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

2. Design and Specifications.

a. The Developer, at its own cost and expense, shall retain qualified engineers registered in the Commonwealth of Pennsylvania to prepare the necessary plans and specifications for the construction and installation of the Extended Facilities and for the connection of those Extended Facilities with the PWSA's distribution main. The Developer shall coordinate the design of the Extended Facilities with the PWSA and shall obtain the PWSA's written approval of the design and the specifications in accordance with the requirements of Exhibit "A" attached hereto and incorporated herein.

b. All Extended Facilities to be constructed by the Developer shall be designed in accordance with all applicable federal, state and municipal laws, ordinances, and regulations and the PWSA's minimum standards for design and construction of water lines.

3. Easements and Rights-of-Way.

a. To the extent practicable, the Developer shall locate the Extended Facilities within the public rights-of-way.

b. When location of the Extended Facilities within the public right-of-way is not practicable, the Developer, as its own cost and expense, shall obtain easements and rights-of-way from the owners of the properties containing the Extended Facilities. The easements and rights-of-way shall give the Developer and/or the PWSA the right to construct, operate, maintain, repair, remove, rebuild and abandon in place the Extended Facilities. The Developer shall contract for the easements and rights-of-way using agreements substantially in the form of Exhibit "B" attached hereto and incorporated herein and otherwise acceptable to and approved by the PWSA.

4. Pre-Construction Notice. Notice of the date on which construction of the Extended Facilities will start shall be given to the PWSA not less than three (3) days before the actual start of construction. The Developer shall not begin construction prior to receipt of final construction approval from the PWSA.

5. Construction of Extended Facilities.

a. All Extended Facilities shall be constructed in strict conformance with the Plans (as defined in Exhibit "A" hereto) and schedule approved by the PWSA and all federal, state and local laws, regulations and ordinances and shall meet or exceed the PWSA's minimum standards. Developer shall construct and install the Extended Facilities entirely at its own cost.

b. The Developer will provide, in construction contracts pertaining to the Extended Facilities that (1) The PWSA is a third-party beneficiary of such work, that the contractor understands and agrees that it is providing the PWSA with the same guarantees it provides to the Developer, and that the PWSA shall have the right to enforce the contract(s); and (2) that the construction contract is assigned by the Developer to the PWSA effective with the PWSA's termination of this Agreement upon an Event of Default (as defined below) and the PWSA's notice to the contractor of its intent to accept the assignment, such assignment being subject to the rights of the surety or other guarantor of the Developer's performance.

6. Developer's Bond or Performance Bond.

a. Prior to and as a condition precedent to the PWSA's approval to proceed with construction, the Developer shall deliver to the PWSA a developer's bond, performance bond, or an

irrevocable letter of credit, from a source or sources acceptable to the PWSA, guaranteeing to the PWSA the completion of the Extended Facilities in accordance with the approved Plans. The amount of the developer's bond or other security shall be equal to one hundred (100%) percent of the cost of the Extended Facilities as established by submission to the PWSA of a bona fide bid or bids from the contractor or contractors chosen by the Developer or, in the absence of such bona fide bids, by estimate prepared by the Developer and approved by the PWSA's engineer.

b. The amount of the developer's bond or other security shall be increased under the following circumstances:

(1) If the construction is not complete and the PWSA has not accepted the Extended Facilities within one (1) year of the date of issuance of the performance bond or other security, the Developer shall have the amount of the bond or other security increased by ten (10%) percent, to one hundred ten (110%) percent of the amount of the initial bond or other security and, if required, by an additional ten (10%) percent for each subsequent year prior to completion and acceptance;

(2) If the estimated construction cost of the Extended Facilities, established in accordance with subsection a. above, increases by more than ten (10%) percent, then the developer's bond or other security shall be increased in like amount.

c. Upon written certification from the PWSA's inspector that portions of the Extended Facilities have been satisfactorily completed, the PWSA may authorize the release of the cost of each such satisfactorily completed portion from the original security posted by the Developer; however, prior to final completion, the financial security shall not be reduced to less than ten (10%) percent of the estimated cost of the New Facilities.

d. Upon the PWSA's acceptance of the Extended Facilities, as provided in Section 12 below, the PWSA shall discharge the developer's bond or other security.

7. Standard of Care.

a. Developer shall perform or have performed the work and services contemplated by this Agreement with that degree of care and diligence practiced by recognized firms providing services of a similar nature; shall cooperate with the PWSA to further the installation of the Extended Facilities in accordance with this Agreement; and shall furnish sufficient business administration and adequate supervision in order to accomplish the foregoing.

b. The Developer shall be completely and solely responsible for any and all property damage, financial losses, and/or interruptions of service arising from construction activities related to the Extended Facilities and affecting water lines, gas lines, electric lines, telephone lines, cable TV lines, drain lines, sanitary and storm sewer lines and all appurtenances and service facilities connected thereto, or any other property of any kind, whether resulting from the activities of the Developer, its employees, agents, or contractors (including subcontractors and suppliers of any tier). Upon the occurrence of any such property damage or interruption of service, the Developer shall immediately take action to repair and restore any and all such damaged or disturbed facilities with a material and by a method approved by the PWSA having jurisdiction over the disturbed facility.

8. Inspection and Testing.

a. The Developer or its representative shall provide the PWSA with twenty (20) days' notice of the pre-final and final inspections of the Extended Facilities or any portion thereof.

b. The Developer will require its contractor constructing the Extended Facilities to test and, with respect to water lines, to perform sterilization, in accordance with the requirements of the approved Plans. The Developer will provide the PWSA twenty (20) days' notice of such tests and sterilization, with the opportunity to observe such testing or sterilization, and with copies of any written reports on such tests and sterilizations.

c. Provided that the required notice is provided to the PWSA, the PWSA shall cause an authorized representative to inspect the work and observe the tests in a timely manner so as not to delay the construction. After any such inspection or observation and, when necessary and appropriate, receipt of any written report on such tests, the PWSA shall promptly and in writing either accept such work as completed or reject such work, indicating the reason or reasons therefor.

d. If, contrary to the requirements of subsections a. through c. above, the Extended Facilities or any portion thereof are covered or concealed prior to the PWSA's inspection, the Developer shall have the work uncovered, at the Developer's cost, so as to allow the inspection.

9. Indemnification. To the fullest extent permitted by law, the Developer agrees to indemnify, defend, and hold harmless the PWSA and its employees, agents, and consultants ("Indemnitees") from and against any and all claims, demands, causes of action, judgments, damages and costs, including attorney's fees and costs of defense (hereinafter "Claims and Damages") arising out of or relating to the design and construction of the Extended Facilities, including but not limited to any repair costs and any incidental or consequential damages incurred by the Indemnities due to any failure of the Developer to have the Extended Facilities or their connection to the PWSA distribution main installed and constructed in accordance with that degree of care and skill customary to the field or in accordance with the Plans approved by the PWSA. The defense and indemnification obligations accepted by the Developer under this paragraph exist regardless of whether such Claims and Damages are caused or allegedly caused in part by the Indemnatee(s), it being the intent of the parties that the Developer shall indemnify the Indemnitees against the Indemnitees' own negligence. Provided, however, that the Developer shall have no obligation to defend or indemnify the Indemnitees against their sole negligence or willful misconduct.

10. Insurance. Prior to the beginning of any construction of the Extended Facilities or their connection to the PWSA's existing systems, the Developer shall deliver to the PWSA certificates of insurance policies issued by insurance companies acceptable to the PWSA, evidencing the following coverages:

Commercial General Liability: \$1 million per occurrence and in the aggregate

Automobile Liability: \$ 1 million per occurrence and in the aggregate

a. The Developer's policies shall identify the PWSA as an additional insured and shall be specifically endorsed as primary/non-contributory to any coverage carried by the PWSA. The Developer's policies shall also require thirty (30) days' prior written notice to the PWSA of any cancellation, amendment, or non-renewal of the policies.

b. Either the developer or its contractor(s) shall secure and, prior to commencing construction of the Extended Facilities, provide the PWSA with a certificate evidencing builder's risk/all risk insurance in the amount of \$1 million covering all risk of physical loss or damage to the PWSA trunk lines and water distribution mains and related facilities.

c. The Developer will require its contractor(s) for the Extended Facilities to provide reasonable and customary amounts of commercial general liability and automobile liability insurance coverage, and its professional consultants to provide reasonable and customary amounts of commercial general liability, automobile liability, and professional liability insurance coverage. Prior to the beginning of any construction contemplated by this Agreement, the Developer shall provide the PWSA with copies of the insurance certificates provided to the Developer by the Developer's contractors and consultants in connection with the design or the construction of the Extended Facilities.

11. Maintenance of the Extended Facilities.

a. Developer hereby covenants that for a period of eighteen (18) months following the PWSA's acceptance of the Extended Facilities, Developer will maintain and will make or cause to be made any and all required repairs and replacements promptly and no later than (10) days after written notice from the PWSA that maintenance, repair or replacement of the Extended Facilities may be required. If any required action has not been taken within ten (10) days of such notice or, for repairs or replacements that cannot reasonably be accomplished within ten (10) days, commenced within that period and continued and completed with reasonable diligence thereafter, the PWSA may proceed to repair, replace and maintain the same, or contract to have the same done, and collect the cost of such repairs from the Developer and/or its security provider.

b. Upon completion of construction of the Extended Facilities, the Developer shall obtain and provide to the PWSA one of the following: (1) a maintenance bond with a surety licensed to do business in Pennsylvania and approved by the PWSA; (2) cash; (3) an irrevocable letter of credit from a source acceptable to the PWSA; or (4) other security acceptable to the PWSA guaranteeing to the PWSA the maintenance of the Extended Facilities for a period of eighteen (18) months following the PWSA's acceptance of the Extended Facilities (hereinafter, "Maintenance Security"). The amount of the Maintenance Security shall be ten percent (10%) of the actual cost of construction to the Extended Facilities. If the project occurs within a State-owned right-of-way, the Maintenance Security shall be ten percent (10%) or \$20,000, whichever sum is greater.

12. Acceptance of the Extended Facilities. Upon the completion of the following conditions, the PWSA shall provide the developer with written acceptance of the dedication of the Extended Facilities to public use. Thereafter, except as provided in Section 11 above, the Developer will not own or have any responsibility for maintenance of the Extended Facilities:

a. The PWSA shall have inspected and provided the Developer with written acceptance of the Extended Facilities as finally constructed.

b. Developer shall have paid all PWSA fees and costs as determined in accordance with Exhibit "A" hereto.

c. The Developer, at its own cost and expense, shall have paid for each connection the tap-in fee established by the PWSA at the time of making the tap for each building to be serviced.

d. The Developer shall have delivered to the PWSA two (2) sets of as-built drawings of the Extended Facilities: one (1) set of archival drawings and one (1) set on electronic media, the form and content of both sets of as-built drawings to be satisfactory to the PWSA.

e. The Developer shall have delivered to the PWSA the Maintenance Security required by Section 11.b. above.

13. Events of Default. Each of the following events shall constitute an “Event of Default” by the Developer under this Agreement:

a. The Developer fails to perform the work covered by this Agreement in full accordance with the approved Plans and fails, within ten (10) days of receipt of notice of defect or deficiency from the PWSA, to commence correction of the defect or deficiency and thereafter to diligently pursue the correction to completion.

b. The Developer fails to provide the required developer’s, performance bond or other security, certificates of insurance or Maintenance Security.

c. The Developer becomes insolvent, institutes or has instituted against it a voluntary or involuntary case in bankruptcy, makes a general assignment for the benefits of creditors, or a receiver is appointed on account of the Developer’s insolvency.

d. The Developer fails to maintain and repair the Extended Facilities as required by Section 11 above.

14. Remedies in an Event of Default.

a. Upon an Event of Default by the Developer, the PWSA may in its sole and absolute discretion terminate this Agreement and, subject to the rights of the surety or other security provider, may: (1) take possession of the construction site for the Extended Facilities; (2) accept assignment of the construction contracts pursuant to Section 5.b above; (3) finish the construction of the Extended Facilities using whatever means and methods the PWSA deems appropriate; and/or (4) maintain and repair the Extended Facilities using whatever means and methods the PWSA deems appropriate.

b. When the PWSA terminates this Agreement as provided in Section 14.a, the Developer shall pay to the PWSA any and all costs and expenses incurred by the PWSA in completing the construction of the Extended Facilities including, without limitation, all costs of construction, testing and sterilization, and any and all costs incurred by the PWSA in maintaining and repairing the Extended Facilities for a period of eighteen (18) months following the completion of the Extended Facilities.

15. The Developer to Sustain All Losses. The Developer will sustain all losses or damages arising out of the construction of the Extended Facilities and their connection with the PWSA trunk lines and water distribution mains including any unforeseen obstructions or difficulties that may be encountered in the performance of the construction or from the action of the elements or for any other cause whatsoever.

16. Governing Law/Venue. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without reference to its conflicts-of-laws principles. All claims that are made by any party hereto against another that are related to this Agreement may be commenced and prosecuted only in the Court of Common Pleas of Allegheny County, Pennsylvania.

17. Waiver and Amendment. Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the parties hereto.

18. Binding Effect/Assignment. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns. The Developer may not assign or transfer its rights hereunder without the prior written consent of the PWSA.

19. No Recording. No party hereto shall file or attempt to file this Agreement of record.

20. Severability. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

21. Representations. The parties hereto represent that: (a) they have read the Agreement; (b) they have the requisite power and PWSA to enter into this Agreement; (c) any and all authorizations for the execution and delivery of this Agreement have been duly obtained and issued; and (d) this Agreement constitutes a legal, valid and binding obligation on each of the parties hereto.

22. Authorizing Resolution. This Agreement is entered into by the PWSA pursuant to Resolution No. 64 of 2019, adopted at a regular meeting of its Board of Directors on May 24, 2019.

23. Termination. The PWSA shall have the right to terminate this Agreement if the Developer has not made the submissions required by Exhibit "A" within one (1) year of the date of this Agreement.

24. Miscellaneous.

a. This agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and shall supersede all prior understandings and agreements between the parties with respect to the subject matter.

b. The captions in this Agreement are for purposes of reference only and shall not limit or otherwise affect any of the terms hereof.

c. This agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[signatures follow on next page]

WITNESS the due execution hereof as of the date first-above written.

THE PITTSBURGH WATER AND SEWER AUTHORITY

By: William J. Pickering

Title: Chief Executive Officer

Edward Barca

Finance Director for PWSA

Approved as to form:

Monica Walaan

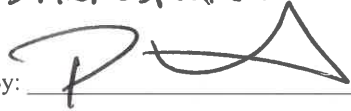
Legal Counsel for PWSA

WITNESS:

James J Russell

[DEVELOPER]

Shakespeare Street Associates

By: 

Title:

SVP, Authorized Representative

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this 30th day of March, A.D., 2023, before me a Notary Public, the undersigned officer, personally appeared Philip Bishop, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the foregoing instrument for the purposes therein contained.

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

Lauren L. Russell
Notary Public

My Commission Expires: 10/29/2026

Commonwealth of Pennsylvania - Notary Seal
Lauren L. Russell, Notary Public
Allegheny County
My commission expires October 29, 2026
Commission number 1341672
Member, Pennsylvania Association of Notaries

EXHIBIT "A"

**Application For Permission To Construct An Extension of The PWSA's
Sanitary Sewer and Water Distribution System**

To apply for the PWSA's approval to proceed with construction of an extension of the sanitary sewer, storm sewer, and/or water distribution system, the Developer shall make the following submittals to the PWSA.

- (a) Upon preparation of plans and specifications for sanitary sewers, storm sewer, and/or water distribution facilities ("Extended Facilities") intended for connection to the PWSA's collector sewer, trunk line, or distribution line, and prior to the commencement of construction of such Extended Facilities, the Developer shall submit to the PWSA:
 - (1) Payment to the PWSA of an amount equal to ten percent (10%) of the amount of the developer's or performance bond, which shall represent estimated costs to the PWSA of its engineering review and inspection. When professional consultants are used by the PWSA, or inspections of the development work are performed by the PWSA engineer, such costs shall be paid by the Developer. The costs shall be reasonable and in accordance with the ordinary and customary charges by the engineer or other consultant for similar services in the area and shall not exceed the rate or cost charged by the engineer or other consultant to the PWSA when fees are not imposed on the Developer. If at any time the PWSA determines that its costs in connection with engineering review, inspection, document review and as-built plans will exceed the amount previously paid by Developer, the PWSA will so notify Developer, and Developer shall immediately pay to the PWSA such additional amount as is reasonably estimated by the PWSA to cover its costs.
 - (2) One (1) electronic copy of plans, which shall include, but are not limited to, shop drawings, laying schedules, manufacturer's specifications, certifications and drawings for proposed sewer extensions, when customary on 24'' x 36'' sheets showing plan views to a scale of 1 inch = 50 feet horizontally, a north point, the PWSA title block, the PWSA approval block, date and the name of the engineer or surveyor and imprint of his/her registration seal ("Plans").
- (b) Provided that the fees and Plans are timely and appropriately submitted, the PWSA shall conduct an engineering review of the Plans and shall either approve the Plans or provide written comments to the Developer within thirty (30) days of the PWSA's receipt of the Plans.
- (c) If the PWSA's written comments on the Plans indicate required changes, the Developer may have the required changes made and submit the Plans to the PWSA for further review and approval. The PWSA shall conduct a further engineering review and shall either approve the Plans or provide written comments to the Developer within thirty (30) days of receipt of the revised Plans.

(d) Upon the PWSA's approval of the Plans for the proposed Extended Facilities, permission for construction of the Extended Facilities will be granted by the PWSA only after the Developer has complied with all the following requirements.

- (1) Developer shall deliver to the PWSA one set of mylars of the proposed Extended Facilities with all required revisions.
- (2) Developer shall deliver to the PWSA one copy of Developer's contract(s) with the contractor or contractors installing the Extended Facilities.
- (3) Developer shall deliver to the PWSA a schedule for construction of the Extended Facilities acceptable to the PWSA.
- (4) Developer shall deliver to the PWSA a performance bond or other security as required by Section 6 of the Development Agreement.
- (5) Developer shall obtain all required state, county and municipal permits required to commence and conduct the proposed construction work. Copies of all applicable permits shall be submitted to the PWSA at least 72 hours prior to commencement of construction.
- (6) If an easement and right-of-way across land owned or occupied by a third party is necessary to the construction and maintenance of the proposed Extended Facilities, Developer shall negotiate and enter into an easement and right-of way agreement as required by Section 3.b of the Development Agreement

The PWSA shall provide the Developer with final approval to construct the Extended Facilities within seven (7) days of the PWSA's receipt of the submissions required by part (d) above.

Exhibit "B"
(IF APPLICABLE)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 20__, by and between:

_____ (the "Grantor"), a _____ organized and existing pursuant to the laws of the _____, with offices at _____

AND

PITTSBURGH WATER AND SEWER PWSA, 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 "PWSA").

WITNESSETH:

WHEREAS, the Grantor is the owner in fee simple of certain real property (the "Property") located in the _____ Ward of the City of Pittsburgh, Allegheny County, Commonwealth of Pennsylvania known as [street address]; and

WHEREAS, title to the Property vested in the Grantor by deed dated _____, from [name of seller] (the "Deed"); and

WHEREAS, the Deed is recorder in the Recorder of Deeds Office of Allegheny County at Deed Book Volume _____, page _____; and

WHEREAS, the Property is known as Block and Lot No. _____ in the Allegheny County Deed Registry; and

WHEREAS, the Grantor desires to develop the Property by subdividing it into _____ or more individual parcels and offering such parcels for sale to individuals for development as single-family residences; and

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

WHEREAS, _____ and the PWSA have entered into a Development Agreement dated _____, pursuant to which, among other things, _____ has agreed to convey a wide portion of the Property to the City for use as a public street (the "Right-of-Way Property"); and

WHEREAS, the PWSA desires a right-of-way and easement over, upon, across, along, through and under the Right-of-Way 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 the Right-of-Way Property; and

WHEREAS, the Grantor is willing to grant the easement desired by the PWSA.

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 PWSA 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 PWSA. The Grantor does hereby irrevocably grant, bargain, sell and convey to the PWSA a perpetual, non-exclusive easement and right-of-way over, upon, across, along, through, and under the Right-of-Way Property (the "PWSA Easement") for the purposes set forth in paragraph 5 below. The Right-of-Way Property and the PWSA Easement are more particularly depicted on Exhibit 1 hereto, which is incorporated herein by reference.

3. Covenants to Run with Land. The PWSA Easement granted pursuant to this Agreement shall be perpetual and shall be appurtenant to and shall run with the Right-of-Way Property and the Property.

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

5. The PWSA's Rights. By this Agreement, the PWSA acquires a right-of-way and easement over, upon, across, along, through, and under the Right-of-Way Property for the purposes of (a) the free and uninterrupted use, construction, repair, maintenance, reconstruction, improvement, alteration, removal, inspection, and abandonment of water, sewer, and storm water lines, facilities and appurtenances, and (b) any and all other purposes related in any manner to the operation by the PWSA of its water, sewer and storm water systems, and any replacements or improvements thereof.

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

7. Warranty. The Grantor WARRANTS GENERALLY to the PWSA that the Grantor owns the Right-of-Way Property and the PWSA Easement area in fee simple, free and clear of any liens, claims or encumbrances.

8. Modifications. This agreement may not be modified or discharged except by written instrument duly executed by both parties.

9. 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.

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 conflicts-of-laws principles.

11. Resolution. This Agreement is entered into pursuant to PWSA Resolution No. _____ of 20__, which was adopted at a regular meeting of the Board of Directors held on **Click or tap to enter a date.**

[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.

WITNESS:

By: _____

Secretary

President

ATTEST:

THE PITTSBURGH WATER AND SEWER
AUTHORITY

By: _____

Title: _____

Approved as to form:

Legal Counsel for PWSA

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this _____ day of _____, A.D., 20xx, before me a Notary Public, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he 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)
) SS:
COUNTY OF ALLEGHENY)

On this ____ day of _____, A.D., 20xx, before me a Notary Public, the undersigned officer, personally appeared _____, who acknowledged himself to be the Executive Director of the Pittsburgh Water and Sewer PWSA 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:

EXHIBIT 1
METES AND BOUNDS DESCRIPTION
OF RIGHT-OF-WAY PROPERTY AND PWSA EASEMENT

EXHIBIT 2

SITE PLAN OF RIGHT-OF-WAY PROPERTY AND PWSA EASEMENT