

Rachel O'Neill
Direct Phone: +1 412 288 8924
Email: roneill@reedsmith.com

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

August 31, 2022

By Electronic Delivery

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

Re: Release of Undeveloped Streets in Lower Hill Site

Dear Director Lucas:

The Urban Redevelopment Authority (URA) and Sports and Exhibition Authority (SEA) own certain real property in the 2nd and 3rd Ward of the City of Pittsburgh (the “Lower Hill Site”) being developed by Pittsburgh Arena Real Estate Development LP (PAR).

Based on plans for development of the Lower Hill Site in 2015, the City acknowledged the location of proposed rights-of-way through Resolution 309 of 2015 which rights-of-way are included on the Lower Hill Planned Development Improvement Subdivision Site Plan No. 1, enclosed for reference. However, the resolution did not accept dedication of the rights-of-way. In 2019, the City accepted dedication Logan Street, Fullerton Street, and a portion of Wylie Avenue, through Resolution 41 of 2019, which streets were developed (the “Constructed Streets”). However, Street 3, Street 4, and Street 5 (portion of Wylie Avenue connecting to Washington Place) were not dedicated (the “Paper Streets”). The Paper Streets were not constructed and have not been dedicated to the City.

The release is necessary for the development of the Lower Hill Site, and the Constructed Streets provide sufficient access to and through the Site. The release is further described in the enclosed materials, initially submitted to the City in March 2020. The URA and the SEA own all of the property adjacent to the Paper Streets, and the release will not negatively impact the public. The SEA and URA respectfully request that the City release its rights to the Paper Streets.

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

Best,

Rachel O'Neill

Enclosures



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

STREET VACATION APPLICATION

Date: 8/31/2022

Applicant Name: Pittsburgh Arena Real Estate Development LP

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

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

Phone Number: 412-288-3131 Alternate Phone Number: _____

Email Address: roneill@reedsmith.com

Location of Proposed Vacation: Lower Hill Planned District

Ward: 2, 3 Council District: 6 Lot and Block: 2-C-410, 2-C-300, 2-C-298

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

Is the proposed vacation developed? Yes No

Width of Existing Right-of-Way (sidewalk or street): 64-128 (Before vacation)

Length of Existing Right-of-Way (sidewalk or street): 1589 (Before vacation)

Width of Proposed Vacation: 64-128

Length of Proposed Vacation: 1589

Number of square feet of the proposed vacation: _____

Description of vacation: Release of unused, undedicated, and unimproved streets in the Lower Hill Planned District Improvement Subdivision Site Plan No. 1

Reason for application:

Release of the Street 3, Street 4, and a portion of Street 5 in Subdivision Site Plan No. 1 is necessary for development of the property. The Streets were never offered or accepted for dedication.

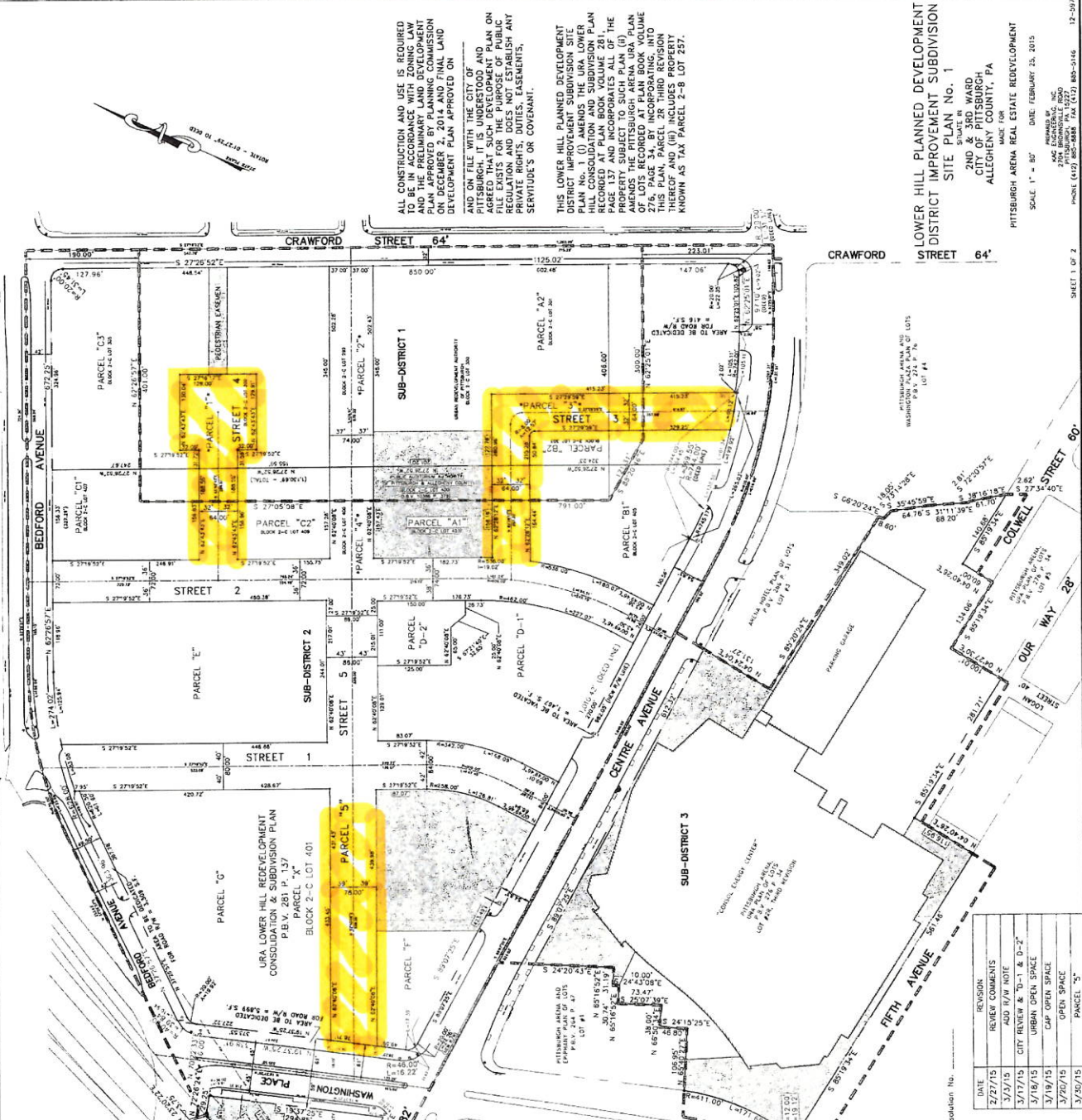
CITY OF PITTSBURGH
DEPARTMENT OF CITY PLANNING
APPROVED *[Signature]* 3/24/2015
CITY PLANNING COMMISSION
ATTEST: *[Signature]* Chairman
[Signature] Secretary

Planning Commission 3/11/15
[Signature]

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

THIS LOWER HILL PLANNED DEVELOPMENT DISTRICT IMPROVEMENT SUBDIVISION SITE PLAN NO. 1, HILL CONSOLIDATION AND SUBDIVISION PLAN RECORDED AT PLAN BOOK VOLUME 281, PAGE 137 AND INCORPORATES ALL OF THE AMENDS TO THE PITTSBURGH AREA URA PLAN OF LOTS RECORDED AT PLAN BOOK VOLUME 276, PAGE 34, BY INCORPORATING INTO THE PLAN THE AMENDS TO THE URA PLAN THEREOF AND (B) INCLUDES PROPERTY KNOWN AS TAX PARCEL 2-8 LOT 257.

LOWER HILL PLANNED DEVELOPMENT DISTRICT IMPROVEMENT SUBDIVISION
SITE PLAN No. 1
2ND & 3RD WARD
PITTSBURGH, PA 15207
ALLEGHENY COUNTY, PA
MADE FOR
PITTSBURGH ARENA REAL ESTATE DEVELOPMENT
SCALE 1" = 80'
DATE FEBRUARY 25, 2015
PAGE ENGINEERING, INC.
1100 UNIVERSITY AVENUE, SUITE 100
PITTSBURGH, PA 15207
PHONE (412) 882-8888 FAX (412) 882-5146



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

AREA SUMMARY

PARCEL	ACRES	B & L
PARCEL "A1"	31,740.6880	2-C-403
PARCEL "A2"	162,877.1832	2-C-301
PARCEL "B1"	162,256.0126	2-C-301
PARCEL "B2"	55,641.6048	1-3774
PARCEL "B3"	55,351.1450	1-2846
PARCEL "B4"	19,547.7787	0-4488
PLUS 1-1-2 R/W ACQUIRED	18,611.5558	0-4504
PARCEL "C1"	38,720.2371	0-8889
PARCEL "C2"	24,458.5117	0-2515
PARCEL "C3"	18,662.3184	0-4284
PARCEL "C4"	25,820.6702	0-2881
PARCEL "C5"	78,182.0007	0-0017
PLUS 1-1-2 R/W ACQUIRED	52,076.0245	0-4664
PARCEL "D-1"	81,509.5393	1-8942
PARCEL "D-2"	14,784.4973	0-3389
PARCEL "E"	76,275.9154	1-7814
PARCEL "F"	135,528.4686	3-1112
PARCEL "G"	4,054.5202	0-0933
LESS 1-1-2 R/W DEDICATION	38,934.6394	0-8952
PARCEL "H"	119,708.3719	2-7481
PARCEL "I"	1,467.9719	0-0337
DEDICATED RIGHT OF WAY	13,668.2500	0-3142
TOTAL	1,243,563.9188	28,5483

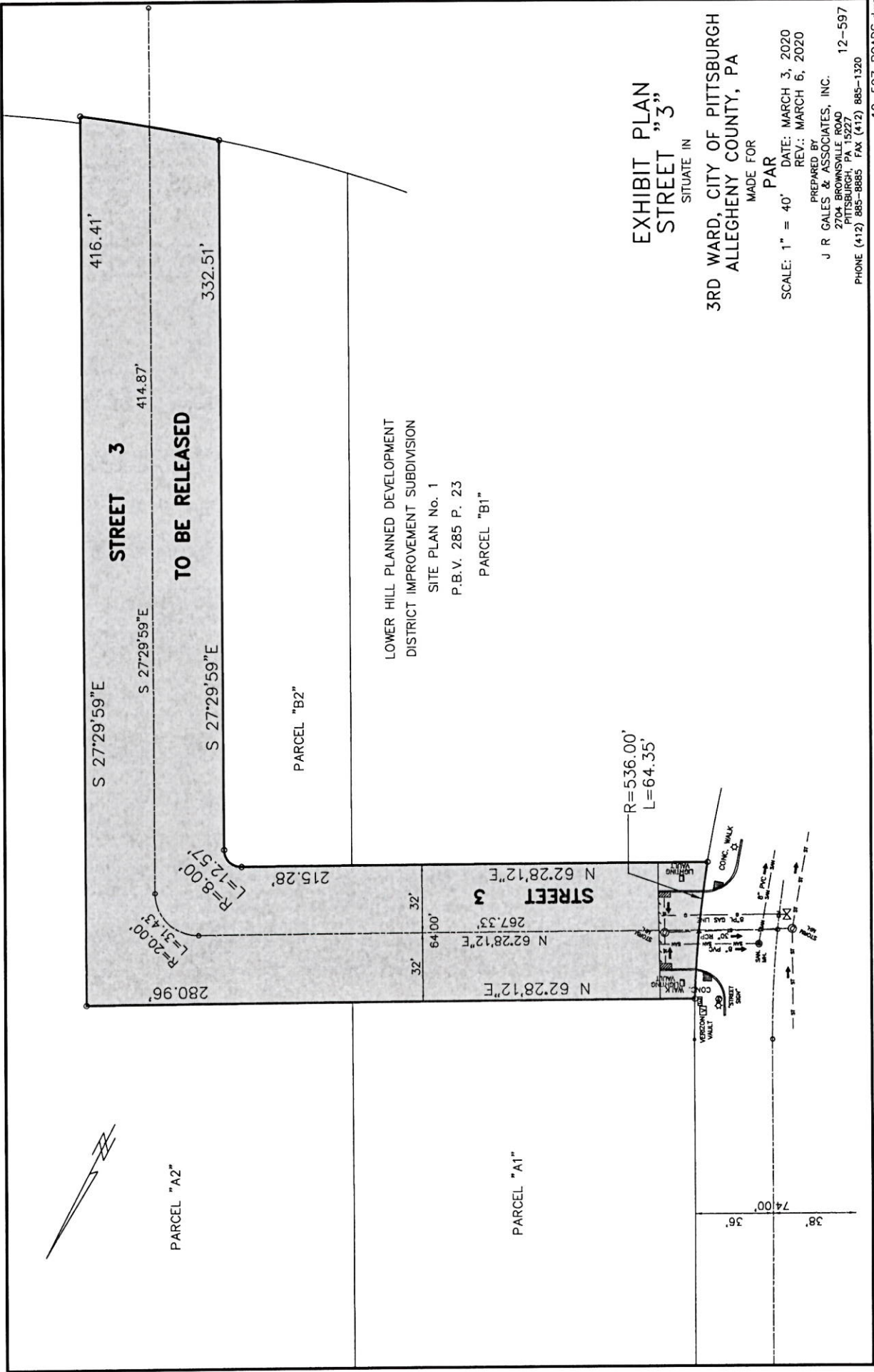
STREET PARCELS 1, 2, 3, 4 AND 5 ARE TO BE DEDICATED AS FUTURE PUBLIC RIGHTS OF WAY.

NOTE: THIS LOWER HILL PLANNED DEVELOPMENT DISTRICT IS RECORDED PURSUANT TO SECTION 908.01 OF THE CITY OF PITTSBURGH ZONING ORDINANCE. THE SP DISTRICT WILL BE BOUNDED AS OUTLINED IN THIS PLAN AND WILL CONTAIN THREE SUB-DISTRICTS: SUB-DISTRICT 1, SUB-DISTRICT 2 AND SUB-DISTRICT 3.

RIGHT OF WAY NOTE:
Street right of way lines created/decided pursuant to final certain legislation No. passed by City Council on [DATE] 2015.

DATE	REVISION
2/27/15	REVIEW COMMENTS
3/23/15	ADD R/W ROUTE
3/17/15	CITY REVIEW & D-1 & D-2
3/18/15	URBAN OPEN SPACE
3/19/15	CAP OPEN SPACE
3/20/15	OPEN SPACE
3/30/15	PARCEL "S"

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



LOWER HILL PLANNED DEVELOPMENT
 DISTRICT IMPROVEMENT SUBDIVISION
 SITE PLAN No. 1
 P.B.V. 285 P. 23
 PARCEL "B1"

**EXHIBIT PLAN
 STREET "3"**

SITUATE IN

3RD WARD, CITY OF PITTSBURGH
 ALLEGHENY COUNTY, PA

MADE FOR
 PAR

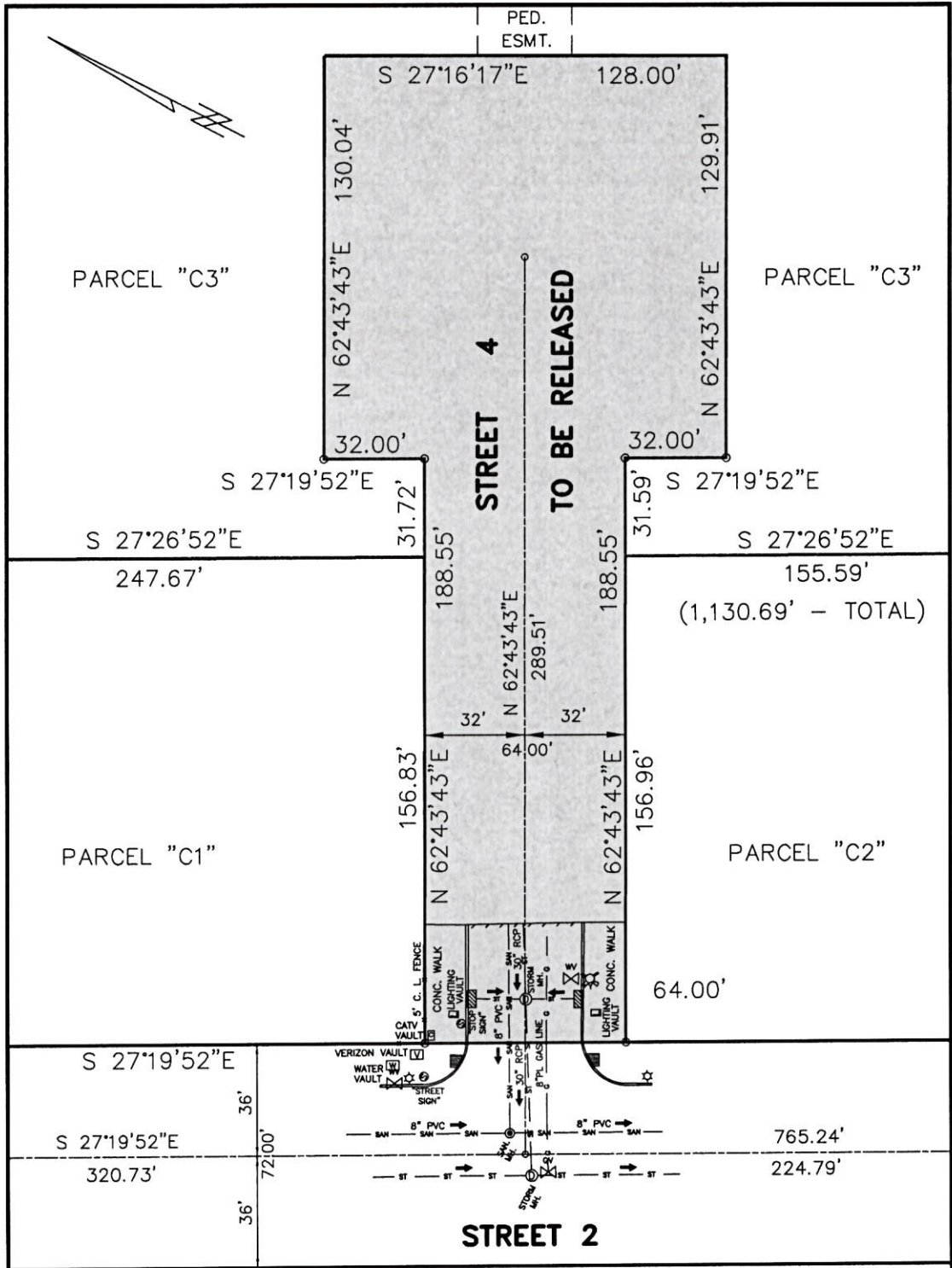
SCALE: 1" = 40' DATE: MARCH 3, 2020
 REV.: MARCH 6, 2020

PREPARED BY
 J R GALES & ASSOCIATES, INC.

2704 BROWNSVILLE ROAD
 PITTSBURGH, PA 15201
 PHONE (412) 885-8885 FAX (412) 885-1320

12-597

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

**EXHIBIT PLAN
STREET "4"**
SITUATE IN
3RD WARD, CITY OF PITTSBURGH
ALLEGHENY COUNTY, PA
MADE FOR
PAR

SCALE: 1" = 40' DATE: MARCH 3, 2020
REV.: MARCH 6, 2020

PREPARED BY
J R GALES & ASSOCIATES, INC.
2704 BROWNSVILLE ROAD
PITTSBURGH, PA 15227 12-597
PHONE (412) 885-8885 FAX (412) 885-1320



PARCEL "G"

WASHINGTON PLACE 120'

N 19°37'25"W

78.71'

N 62°40'08"E

N 62°40'08"E

N 62°40'08"E

538.26'

STREET 5

78.00'

39'

WYLIE AVENUE

400.00'

410.55'

S 27°19'52"E

78.00'

PARCEL "F"

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

PARCEL "E"

STREET 1

S 25°51'44"E

523.66'

S 27°19'52"E

80.00'

40'

40'

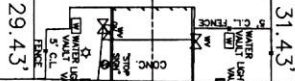
1,428.61'

86.00'

43'

320.00'

PARCEL "D-1"



3RD WARD, CITY OF PITTSBURGH
ALLEGHENY COUNTY, PA

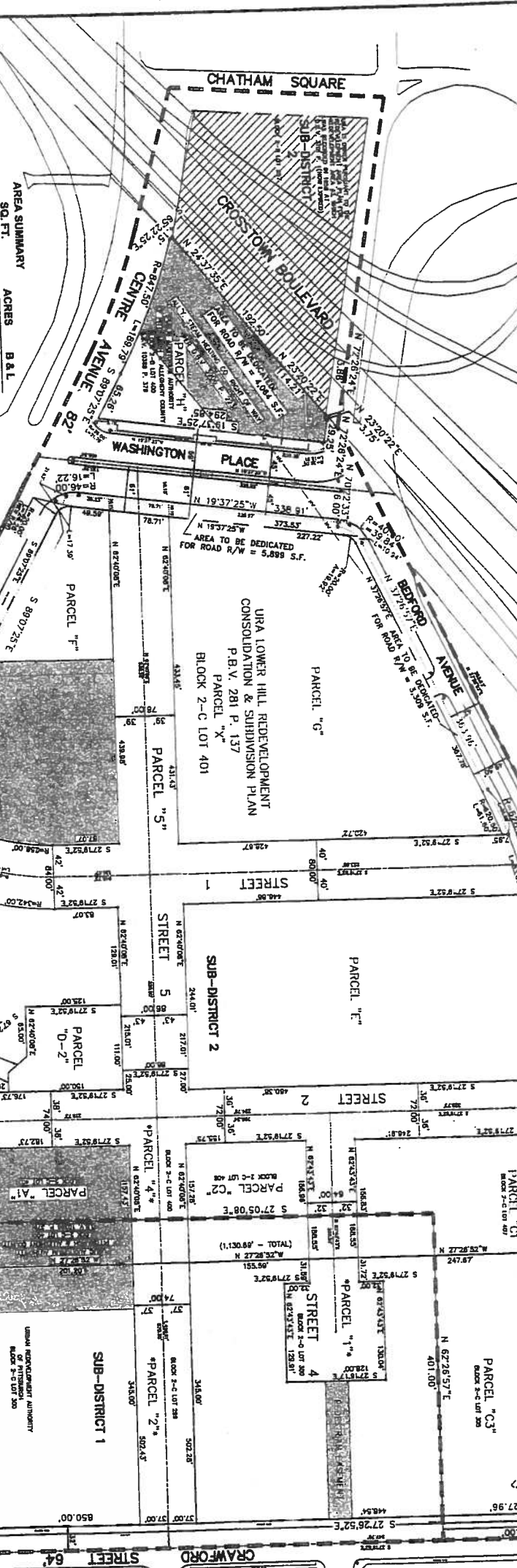
EXHIBIT PLAN
STREET "5"

SITUATE IN

SCALE: 1" = 40'
DATE: MARCH 3, 2020
REV: MARCH 9, 2020

PREPARED BY
J R GALES & ASSOCIATES, INC.
2704 BROWNSVILLE ROAD
PITTSBURGH, PA 15227
PHONE (412) 885-8885 FAX (412) 885-1320

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



AREA SUMMARY

SO. FT.	ACRES	B. & L.
31,750.6969	0.7291	2-C-403
182,072.1832	3.7344	2-C-301
416,170.0	0.0086	
162,256.0728	3.7248	
55,642.6049	1.2774	
314,540.1	0.0072	
55,957.1450	1.2848	2-C-405
19,547.7787	0.4488	
71,777.1	0.0016	
19,619.5558	0.4504	2-C-305
38,720.2371	0.8889	2-C-407
24,458.5417	0.5625	2-C-408
142,680.1889	3.2755	2-C-305
18,662.1814	0.4284	2-C-300
25,528.6122	0.5861	2-C-389
30,001.8120	0.6887	2-C-388
30,001.8120	0.0017	
30,075.0945	0.6904	2-C-400
107,985.7096	2.4790	2-C-401
82,506.5293	1.8842	2-C-401
14,762.4873	0.3389	2-C-401
111,688.7241	2.5842	2-C-401
76,725.9154	1.7614	2-C-401
135,525.4886	3.1112	2-C-404
43,058.6696	0.9885	2-B-400
4,084.0302	0.0933	
38,994.6394	0.8952	2-B-400
119,708.3219	2.7481	2-C-401

ADJUSTED PERMETER RIGHT OF WAY: 1,467.9719 0.0337
 VACATED RIGHT OF WAY: 13,688.2800 0.3142
 DEDICATED RIGHT OF WAY: 1,243,583.9188 28.5483
 TOTAL: 1,243,583.9188 28.5483

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

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

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

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

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

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

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

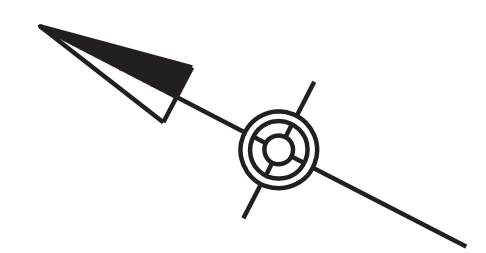
LOWER HILL PLANNED DEVELOPMENT DISTRICT IMPROVEMENT SUBDIVISION SITE PLAN No. 1
 STUDIED IN WARD 2ND & 3RD
 CITY OF PITTSBURGH
 ALLEGHENY COUNTY, PA
 MADE FOR
 PITTSBURGH ARENA REAL ESTATE DEVELOPMENT

SCALE: 1" = 80'
 DATE: FEBRUARY 25, 2015
 REGISTERED IN THE OFFICE OF THE CITY CLERK OF PITTSBURGH, PA 15227
 PHONE (412) 885-8888 FAX (412) 885-5146
 12-597

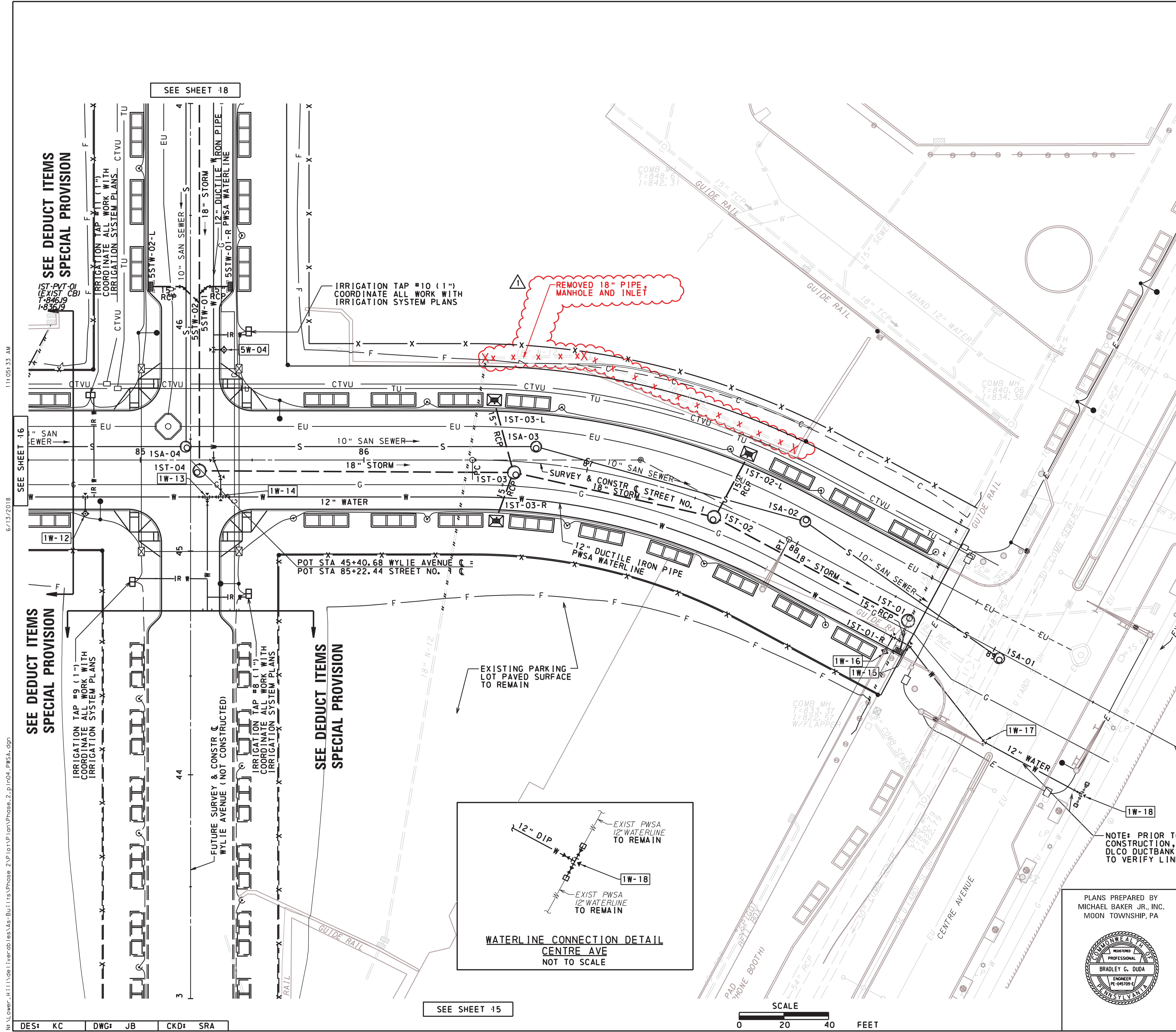
CITY OF PITTSBURGH
 DEPARTMENT OF CITY PLANNING
 APPROVED: _____
 CITY PLANNING COMMISSION
 ATTEST: _____
 Secretary

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

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
11-0	ALLEGHENY			17 OF 29
CITY OF PITTSBURGH				
REVISION NUMBER	REVISIONS	DATE	BY	
1	ELIMINATED 18" PIPE, MANHOLE AND INLET	4/2018	BKR	



RECORD DRAWINGS

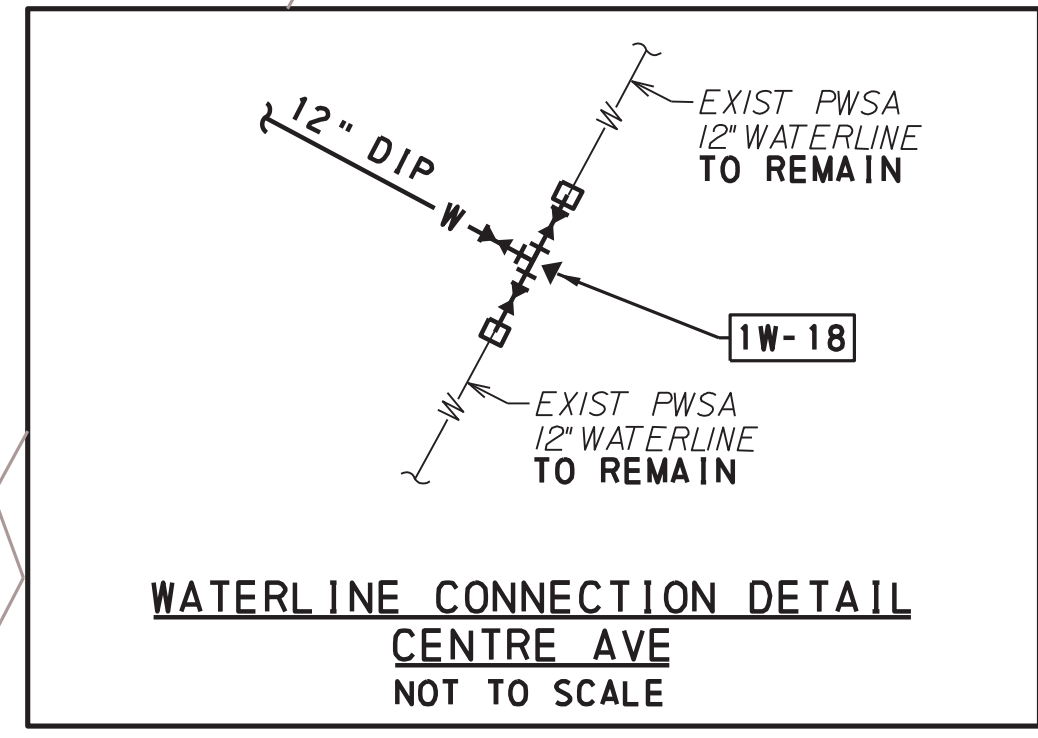


- WATERLINE CONSTRUCTION ITEMS
STREETS #1 & #5**
- 1W-12 STA 84+75, 24' RT, INSTALL:
(1) FIRE HYDRANT ASSEMBLY
(1) 6" GATE VALVE
(6 LF) 6" DUCTILE IRON PIPE
(1) 12"x6" TEE
(.5 CY) THRUST BLOCKING
 - 1W-13 STA 85+30, 17' RT, INSTALL:
(1) 12" TEE
(2) 12" GATE VALVES W/ MEG BOXES
(1.25 CY) THRUST BLOCKING
 - 1W-14 STA 85+33, 17' RT, INSTALL:
(1) 12" TEE
(3) 12" GATE VALVES W/ MEG BOXES
(2) 12" 22-1/2" BENDS
(.5 CY) THRUST BLOCKING
 - 1W-15 STA 88+66, 17' RT, INSTALL:
(1) 12" 22-1/2" BEND
(.5 CY) THRUST BLOCKING
 - 1W-16 STA 88+57, 24' RT, INSTALL:
(1) FIRE HYDRANT ASSEMBLY
(1) 6" GATE VALVE
(6 LF) 6" DUCTILE IRON PIPE
(1) 12"x6" TEE
(.5 CY) THRUST BLOCKING
 - 1W-17 FIELD LOCATE AND INSTALL:
STA 89+16, 39' RT, INSTALL:
(1) 12" 22-1/2" BEND
(.5) CY THRUST BLOCKING
 - 1W-18 STA 89+65, 39' RT (APPROXIMATE),
FIELD LOCATE EXIST 12" WATERLINE
INSTALL:
(1) 12" TEE
(3) 12" GATE VALVES W/ MEG BOXES
(2) TRANSITION COUPLINGS
(.75 CY) THRUST BLOCKING
 - 5W-03 STA 43+44, 24' LT, INSTALL:
(1) FIRE HYDRANT ASSEMBLY
(1) 6" GATE VALVE
(6 LF) 6" DUCTILE IRON PIPE
(1) 12"x6" TEE
(.5 CY) THRUST BLOCKING
 - 5W-04 STA 45+90, 24' RT, INSTALL:
(1) FIRE HYDRANT ASSEMBLY
(1) 6" GATE VALVE
(6 LF) 6" DUCTILE IRON PIPE
(1) 12"x6" TEE
(.5 CY) THRUST BLOCKING

NOTE: STATION/OFFSET LOCATIONS REFERENCE THE FOLLOWING POINTS AS APPLICABLE:
 a. FIRE HYDRANT INSTALLATIONS - CENTERLINE OF HYDRANT BARREL
 b. OTHER LOCATIONS - CENTERLINE OF MAINLINE PIPE FITTING

OTHER APPURTENANCES TO BE FIELD LOCATED AS REQUIRED.

FOR SANITARY PROFILES, SEE SHEETS 20 & 21
 FOR STORM PROFILES, SEE SHEETS 25 & 26



PLANS PREPARED BY
MICHAEL BAKER JR., INC.
MOON TOWNSHIP, PA

PITTSBURGH WATER AND SEWER AUTHORITY
SPORTS AND EXHIBITION AUTHORITY

WATER AND SEWER CONSTRUCTION
PLAN SHEET NO. 4

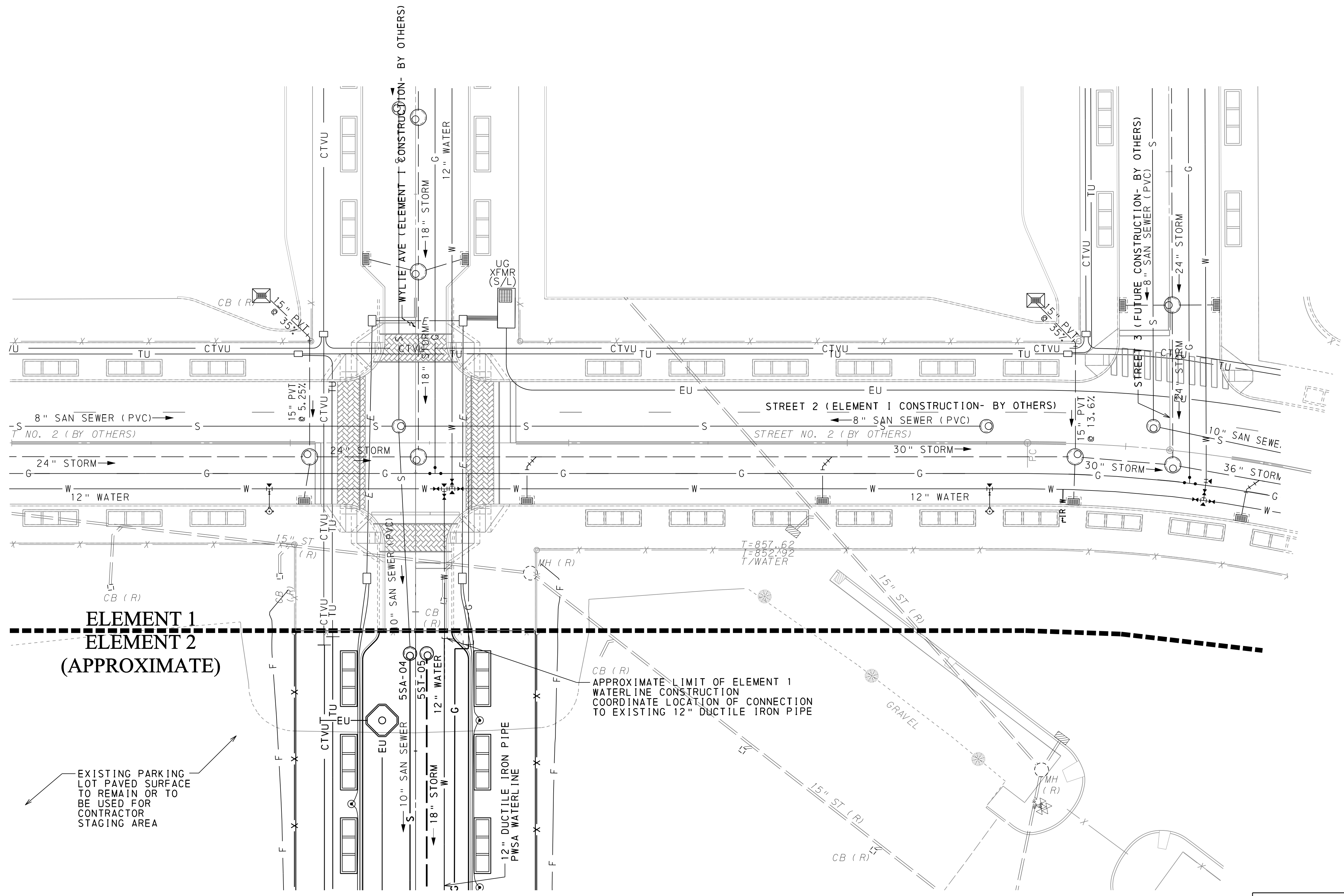
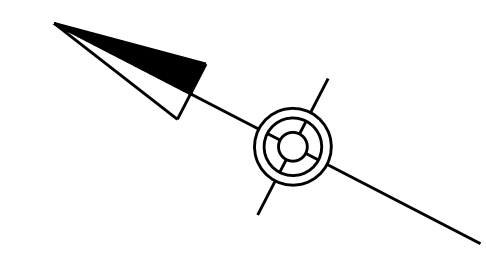
PITTSBURGH WATER AND SEWER AUTHORITY
LOWER HILL INFRASTRUCTURE PROJECT - ELEMENT 2

SCALE: AS NOTED	SHEET NO. 17 OF 29	ACCESSION NO. _____
DATE: FEBRUARY, 2016		CASE NO. _____

11:05:33 AM
 6/13/2018
 N:\Lower_Hill\deliverables\Buil\sa\Phase 2\XP to AP\lan\Phase 2_p_in04_PWSA.dgn

DES: KC DWG: JB CKD: SRA

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
11-0	ALLEGHENY			18 OF 29
CITY OF PITTSBURGH				
REVISION NUMBER	REVISIONS	DATE	BY	



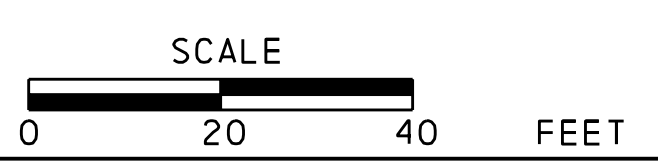
5:00:01 PM
 2/4/2016
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ELEMENT 1
ELEMENT 2
 (APPROXIMATE)

CB (R)
 APPROXIMATE LIMIT OF ELEMENT 1
 WATERLINE CONSTRUCTION
 COORDINATE LOCATION OF CONNECTION
 TO EXISTING 12" DUCTILE IRON PIPE

EXISTING PARKING
 LOT PAVED SURFACE
 TO REMAIN OR TO
 BE USED FOR
 CONTRACTOR
 STAGING AREA

SEE SHEET 17



RECORD DRAWINGS

B. T. E. PROJECT NO. _____

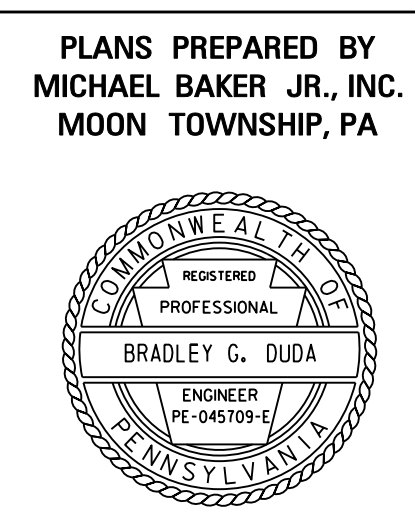
FOR SANITARY PROFILE, SEE SHEET 22
 FOR STORM PROFILE, SEE SHEET 27

PITTSBURGH WATER AND SEWER AUTHORITY
SPORTS AND EXHIBITION AUTHORITY

WATER AND SEWER CONSTRUCTION
PLAN SHEET NO. 5

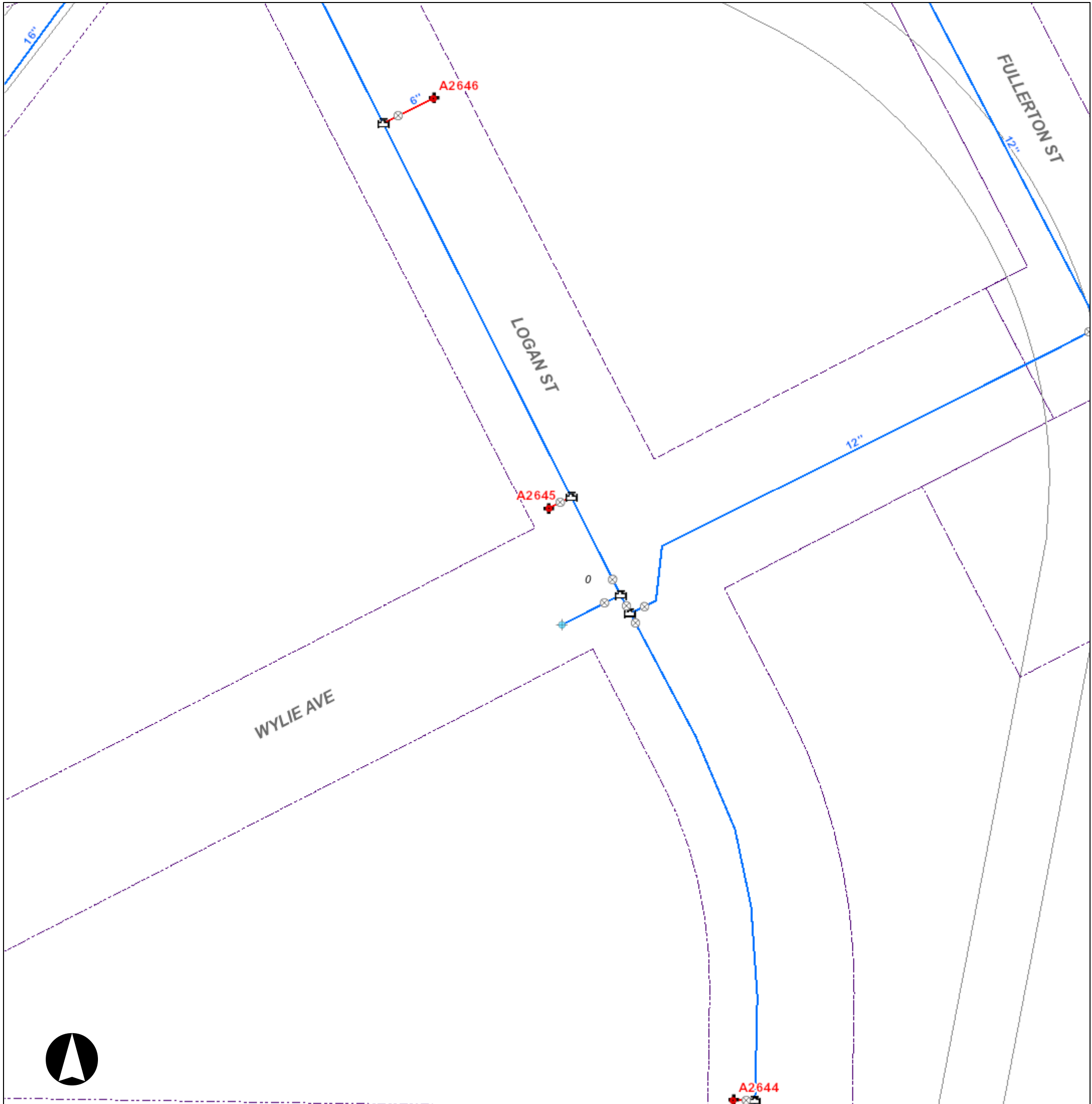
PITTSBURGH WATER AND SEWER AUTHORITY
 LOWER HILL INFRASTRUCTURE PROJECT - ELEMENT 2

SCALE: AS NOTED SHEET NO. 18 OF 29 ACCESSION NO. _____
 DATE: FEBRUARY, 2016 CASE NO. _____



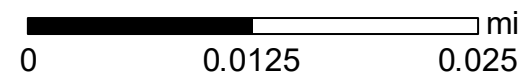
PLANS PREPARED BY
 MICHAEL BAKER JR., INC.
 MOON TOWNSHIP, PA

Wylie Avenue Water Map



Legend

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



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

Date: 7/20/2020

RESOLUTION

CITY OF PITTSBURGH

Title: Resolution amending Resolution 309 of 2015, File No. 2015-1568, titled Resolution Accepting The Location Of Proposed Rights Of Way For Parcels 2-C-300, 2-C-400 For The Lower Hill Redevelopment Site Infrastructure, In The 2nd And 3rd Wards, 6th Council District Of The City Of Pittsburgh.

WHEREAS, Resolution 309 of 2015, File No. 2015-1568 accepted the locations of proposed rights-of-ways of property owned by the Sports & Exhibition Authority of Pittsburgh and Allegheny County (Parcel 2-C-400) and the Urban Redevelopment Authority (Parcel 2-C-300). However, such resolution expressly did not accept dedication of the proposed right-of-ways.

WHEREAS, dedication of the proposed right-of-ways addressed in Resolution 309 of 2015 would follow upon completion and inspection and sign-off by the Bureau of Transportation and Engineering / Department of Public Works.

WHEREAS, portions of the right-of-ways referenced in Resolution 309 of 2015 were constructed and dedicated to the City of Pittsburgh through Resolution 41 of 2019, File No. 2018-1238, effective January 10, 2019. The constructed right-of-ways provide sufficient access through the properties to adjacent right-of-ways, and further construction is not necessary.

WHEREAS, the remaining unconstructed right-of-ways are not needed to provide access or otherwise further development.

WHEREAS, the owners of all property fronting or abutting the unbuilt right-of-ways consent to the City's release of rights, and the release of rights will not negatively affect the adjacent owners.

WHEREAS, the release of rights will not adversely impact public interest.

WHEREAS, the City wishes to act on the Sport and Exhibit Authority and Urban Redevelopment Authority's request and release any rights to dedication or acceptance of the unconstructed right-of-ways.

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

Section 1. The City hereby releases any and all rights to accept the locations of, accept dedication of or any other related rights to those right-of-ways referenced in Resolution 309 of 2015 which have not been constructed. The metes and bounds of the streets situate in the 2nd and 3rd Ward of the City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania, being released are as follows:

A. Street 3

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

Beginning at a point on the westerly right of way line of said Parcel "3" (Street 3), where it intersects the northerly right of way line of Centre Avenue; thence along said right of way line

North 27° 29' 59" West a distance of 332.51 feet (recorded as 329.25 feet) to a point of curvature; thence along the same in a northwesterly direction by an arc of a circle curving to the left having a radius of 8.00 feet for an arc distance of 12.57 feet, a chord bearing of North 72° 30' 54" West a chord distance of 11.32 feet to a point of tangency, now on the southerly right of way line of said Parcel "3" (Street 3); thence still along said southerly right of way line South 62° 28' 12" West a distance of 215.28 feet to a point on the easterly right of way line of Street 2 in said plan; thence along said right of way line of Street 2 in a northwesterly direction by an arc of a circle curving to the left having a radius of 536.00 feet for an arc distance of 64.35 feet, a chord bearing of North 21° 51' 30" East a chord distance of 64.31 feet to a point; thence along the northerly right of way line of said Parcel "3" (Street 3) North 62° 28' 12" East a distance of 280.96 feet to a point; thence still along the same, now on the easterly right of way line of said Parcel "3" (Street 3) South 27° 29' 59" East a distance of 416.41 feet to a point on the aforementioned right of way line of Centre Avenue; thence along said right of way line of Centre Avenue in a northwesterly direction by an arc of a circle curving to the right having a radius of 745.17 feet for an arc distance of 65.12 feet, a chord bearing of South 73° 00' 07" West a chord distance of 65.09 feet to a point at the place of beginning.

Containing an area of 40,361 s. f. or 0.9266 acres.

B. Street 4

All that certain tract of ground situate in the 3rd Ward, City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania being Parcel "1" (Street 4) and a portion of Parcel "4" (Street 2) to be released, as shown on the Lower Hill Planned Development District Improvement Subdivision Site Plan No. 1, as recorded in Plan Book Volume 285, Page 23, being more particularly described to wit:

Beginning at a point on the northerly right of way line of said Parcel "1", where it intersects the easterly right of way line of Street 2 in said plan; thence along said right of way line of Parcel "1" (Street 4) North 62° 43' 43" East a distance of 188.55 feet to a point; thence along the same North 27° 19' 52" West a distance of 32.00 feet to a point; thence along the same North 62° 43' 43" East a distance of 130.04 feet to a point; thence along the same and crossing a Pedestrian Easement South 27° 16' 17" East a distance of 128.00 feet to a point; thence along the same South 62° 43' 43" West a distance of 129.91 feet to a point; thence along the same North 27° 19' 52" West a distance of 32.00 feet to a point; thence along the same South 62° 43' 43" West a distance of 188.55 feet to a point on the aforesaid easterly right of way line of Street 2; thence along said right of way line of Street 2 North 27° 19' 52" West a distance of 64.00 feet to a point at the place of beginning.

Containing an area of 28,704 s. f. or 0.6590 acres.

C. Street 5

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

Beginning at a point on the northerly right of way line of said Parcel "5" (Street 5), where it intersects the easterly right of way line of Washington Place, a 120 foot right of way, as shown on said Plan; thence along said northerly right of way line of said Parcel '5' (Street 5) North 62° 40' 08" East a distance of 400.00 feet to a point; thence crossing said right of way South 27° 19' 52" East a distance of 78.00 feet to a point on the southerly right of way line of said Parcel '5' (Street 5); thence along said southerly right of way line South 62° 40' 08" West a distance of 410.55 feet to a point on the aforementioned right of way line of Washington Place; thence along said easterly right of way line of Washington Place North 19° 37' 25" West a distance of 78.71 feet to a point at the place of beginning.

Containing an area of 31,611 s. f. or 0.7257 acres.

Section 2. That any Resolution or Ordinance or part thereof conflicting with the provisions of this Resolution is hereby repealed so far as the same affects this Resolution.

To the Council of the City of Pittsburgh

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

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

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

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

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

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

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

Witness

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

[Signature]

(seal)

Applicant: *[Signature]* (seal) *[Initials]*
Abutting 1: Urban Redevelopment Authority

(seal)

Abutting 2: Sports & Exhibition Authority

NOTARY, City of Pittsburgh

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

Sworn and subscribed before me this 13th of Oct, 2022

Theresa H. Schacht

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

To: Karina Ricks, Director of the Department of Mobility and Infrastructure
From: William J. Pickering, PWSA Executive Director
Date: July 20, 2020
Subject: Proposed Vacation of Portions of Wylie Avenue

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

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

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

1. An easement must be executed to maintain PWSA access for maintenance.
2. The waterline is terminated when the property is redeveloped within two years. If the property is not redeveloped within two years, the waterline must be terminated prior to redevelopment.

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

PWSA Facilities to be terminated

Be advised that the PWSA facilities located in Wylie Avenue are to be terminated per PWSA specifications. Project plans must be submitted to PWSA for review and approval indicating the termination of facilities within Wylie Avenue within two years. If the property owner does not terminate the waterline within two years, the maintenance of the waterline will become the responsibility of the property owner.

The property owner is to execute an easement for PWSA access to the waterline until it is terminated. If an easement is not executed, PWSA does not accept maintenance responsibility.

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.

**FORM OF EASEMENT
AGREEMENT**

MADE and entered into this _____ day of _____, 2020, by and between: **THE SPORTS AND EXHIBITION AUTHORITY (“SEA”)**, a [body politic incorporated in the Commonwealth of Pennsylvania], (the “Grantor”), having a place of business [ADDRESS], 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, Pittsburgh, PA 15222, County of Allegheny, Commonwealth of Pennsylvania, its successors, assigns and lessee (“PWSA” or “Grantee” and 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 [2nd and 3rd Ward] of the City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania, being identified as Block and Lot No. 0002-C-001410 in the Allegheny County Department of Real Estate and as [a portion of the Parcel 5 on the Lower Hill Planned Development Improvement Subdivision Site Plan] recorded in Plan Book Volume ___, Page _____ as further depicted and described on the attached **EXHIBIT A** (the “Easement Area”);

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

WHEREAS, the PWSA desires a non-exclusive right of way and easement over, upon and through the Property for the purposes of repairing, replacing and realigning an existing [water line line (the “Lines”)] ; and

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

NOW, THEREFORE, for consideration of One Dollar and No/100 (\$1.00) and for other good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor and the PWSA 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 the PWSA a perpetual, non-exclusive easement and right-of-way (the “Easement”) over, upon and through the Easement Area, for the sole purpose of [repairing, replacing and realigning an existing [water line] (the “Permitted Use”).Grantee’s use of the Easement Area shall be limited solely to the Permitted Use, and no other uses or occupancy shall be permitted. The Easement include the right of ingress, egress, and regress to the Easement Area for the purpose of Permitted Use
3. **Rights of Grantor.** The Grantor, its heirs and assigns, shall have the continuing right to use the Perpetual Easement Area for all purposes not inconsistent with the rights granted to Grantee hereunder; provided, however, that no trees, buildings or vertical, immovable structures shall be erected within the Perpetual Easement Area, or within the Temporary Construction Easement Area prior to its termination, without the Grantee’s prior written consent, which shall not be withheld, conditioned, or delayed.

4. **Notice of Access.** Except in case of emergency, upon completion of installation and construction per Section 2(b) above, Grantee shall provide the Grantor with at least forty-eight (48) hours' notice of its intention to access the Easement Area. If the Lines requires repair, replacement, or removal, Grantee shall cause the same to be made as expeditiously as reasonably possible and in a manner that minimizes any damages to Grantor's property, improvements and operations.

5. **Property Condition.** Grantee accepts the Property in its "AS IS, WHERE IS, and with all faults" condition without express or implied warranties, except as otherwise expressly provided herein, and Grantee assumes all risk related to the condition of the Property.

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

7. **Abandonment.** In the event that Grantee abandons the Lines, Grantee shall remove the Lines and all related improvements from the Property and shall promptly restore the Property and any improvements, including, without limitation, pavement, driveways, sidewalks, fencing, shrubs or grasses, and any other landscaping at the Grantee's expense, to substantially the same condition as existed prior to removal of the Lines and as otherwise required to comply with applicable laws, ordinances, and regulations. This Easement Agreement shall automatically terminate upon Grantee's abandonment of the Lines, however the restoration requirements of this Section shall remain in full force and effect.

8. **Relocation Rights.** Grantor shall have the right to relocate and/or reconfigure the Easement Area on the Property or other property owned by Grantor at Grantor's sole and absolute discretion and at the Grantor's sole cost and expense at any time upon written notice to Grantee, provided (i) such notice specifies the location of the relocated easement area and (ii) the relocated easement area is able to accommodate the same capacity as the existing Lines. Upon establishment of the relocated Easement Area (the "Relocated Easement Area"), Grantor shall cause to be made a depiction and legal description describing the Relocated Easement Area, and Grantor may unilaterally execute and record an Affidavit of Relocation identifying such Relocated Easement Area.

9. **Covenants to Run with the Land.** The Easements granted pursuant to this Agreement shall run with the Property.

10. **Grantor's Covenants.** The Grantor covenants that (a) the Grantor will not convey any other easement that materially conflicts with Grantee's Permitted Use; (b) the Grantor will not make or permit material changes to be made to the depth of earth cover over the without the written approval of Grantee which shall not be unreasonably withheld, delayed, or conditioned; and (c) Grantor will not take or permit any action that materially interferes with Grantee's Permitted Use or Temporary Permitted Use.

11. **Grantor's Warranty.** Grantor warrants specially that Grantor owns the Property in fee simple subject to all matters of record.

12. **Insurance.**

(a) **Liability Insurance.** Grantee shall at all times maintain, in full force and effect, Commercial General Liability Insurance covering its activities pursuant to the Easements, such insurance to afford protection of not less than One Million Dollars (\$1,000,000.00) for damage resulting from each occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate. Grantor may, at any time, require increased insurance amounts by providing written notice to Grantee, provided, that such increased amount

is commercially reasonable based on market conditions. Such insurance shall name the Grantor as additional insured thereunder and shall provide that the same may not be canceled without thirty (30) days prior written notice to Grantor. Grantee shall at all times require evidence of Commercial General Liability Insurance from all contractors and subcontractors, throughout any period of time during which it performs any construction of improvements, alterations, or maintenance pursuant to the Easements in such amounts and with such insurers as are reasonably acceptable to Grantor. Such insurance shall name Grantor as an additional insured.

(b) **Property Insurance.** Grantee shall at all times maintain, in full force and effect, Property Insurance in a reasonable amount covering its activities and improvements pursuant to the Easements, and such insurance shall insure against all loss or damages from causes or events customarily included in a Property Insurance Policy. Such insurance shall name Grantor as an additional insured.

(c) **Worker's Compensation Insurance.** Grantee shall maintain, or shall require evidence of Worker's Compensation insurance from all contractors and subcontractors, throughout any period of time during which it performs any construction of improvements, alterations, inspection, or maintenance on the Properties pursuant to the Easements in the amount required by law. Such insurance shall name the Grantor as an additional insured.

(d) **Waiver of Subrogation.** Grantee waives any and every claim which arises or may arise in its favor and against Grantor during the term of this Agreement for any and all loss or damage, to the extent such loss or damage is covered by the form of insurance required or permitted pursuant to this Agreement; provided, however, that the provisions of this Section shall be of no force or effect to the extent the same shall invalidate any policy of insurance owned by Grantee or Grantor.

13. **Indemnity and Hold Harmless.** Grantee shall defend, indemnify, and hold harmless Grantor from any claims, demands, damages, costs and expenses, judgments, liabilities, losses, and causes of action arising out of, or as a result of any act of commission or omission caused by Grantee, its employees, agents or contractors related to Grantee's use of the Premises, including, but not limited to, claims for injury to or death of any persons, or damage, loss or destruction of property.

14. **Successors and Assigns.** The Easements granted pursuant to this Agreement shall be binding upon and inure to the benefit of the Grantor and the Grantee and their respective heirs, successors and assigns.

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

16. **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 Easement 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 Easement Agreement, have been duly adopted and effectuated and are presently in full force and effect. Upon execution of this Easement Agreement by the authorized signatories of the Parties this Easement 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.

17. **Severability.** If any provision of this Easement Agreement is held to be illegal, invalid, or unenforceable, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Easement

Agreement.

18. **Counterparts.** This Agreement may be signed in one or more counterparts, all of which taken together shall be deemed to be one original.

19. **Authorization by the PWSA Board.** This Agreement is entered into by the PWSA pursuant to Agenda Item No. _____, adopted at a regular meeting of its Board of Directors on _____.

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:

WITNESS:

WITNESS:

Name: _____

Name: _____

COMMONWEALTH OF PENNSYLVANIA

)

)

SS:

COUNTY OF ALLEGHENY

)

On this ____ day of _____, 2020, before me, a Notary Public, (the undersigned officer), personally appeared _____, known to be or satisfactorily proven to me to be the person whose signature is place above, and 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:

THE PITTSBURGH WATER AND SEWER AUTHORITY:

ATTEST:

By: Robert A. Weimar
Executive Director of
the Pittsburgh Water and Sewer Authority

Jennifer Presutti Finance Director of
the Pittsburgh Water and Sewer Authority

Approved as to form:

Legal Counsel for
The Pittsburgh Water and Sewer Authority

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY)

SS:

On this _____ day of _____, 2020, before me, a Notary Public, (the undersigned officer), personally appeared Robert A. Weimar, who acknowledged himself to be the Executive Director of The Pittsburgh Water and Sewer Authority and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

My Commission Expires:



Verizon Pennsylvania LLC

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

Cell: 412-215-2697
Phone: 724-656-5224
tricia.l.jacobs@verizon.com

Craig Dunham
Dunham regroup LLC
925 Liberty Avenue
8th Floor
Pittsburgh, PA 15222

Dear Mr. Dunham:

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

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

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

Sincerely,

Tricia L. Jacobs

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



May 13, 2020

Craig Dunham
Dunham reGroup LLC
925 Liberty Avenue, 8th floor
Pittsburgh, PA 15222
C: 412-400-7535
E: dunham@dunhamregroup.com

Re: Letter of Release

Mr. Dunham,

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

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

Please let me know if there is anything else needed.

Have a good day.

Respectfully,

Jim Sloss

Jim Sloss
Major Account Manager



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

August 25, 2022

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

RE: Vacation of a portion of Wylie Avenue
3rd Ward, City of Pittsburgh

Dear Ms. Ricks:

This letter is in response to a request that Peoples Natural Gas Company (Peoples) received from the Pittsburgh Sports & Exhibition Authority regarding the proposal to vacate a portion of Wylie Avenue in the 3rd Ward, City of Pittsburgh.

Based on the drawings provided to Peoples, the proposed street vacation does affect a Peoples gas line, however, Peoples has obtained an appropriate easement from the Pittsburgh Sports and Exhibition Authority to keep our gas line on the property being vacated.

Peoples has no objection to the proposed street vacation.

Sincerely,

Janice Saltzman

Janice Saltzman
Land Department

SPORTS & EXHIBITION AUTHORITY LETTERHEAD

January 20, 2023

By Hand Delivery

Angela Martinez
Assistant Director, Policy, Planning and Permitting
City of Pittsburgh
Department of Mobility and Infrastructure
414 Grant Street, 215-B
Pittsburgh, PA 15219

Relinquishment of Acceptance Rights and Street Vacation – Wylie Avenue/Street 5

Dear Angela:

The Sports & Exhibition Authority of Pittsburgh and Allegheny County (“SEA”) owns certain real property in the 3rd Ward of the City of Pittsburgh (the “City”) known as Lot and Blocks: 2-C-201 and 2-C-452 (the “Properties”). The Properties are portions of the Lower Hill site that is currently under an option agreement with Pittsburgh Arena Real Estate Development LP (“PAR”).

The Properties are adjacent to the lower portion of Street 5 in the Lower Hill Planned Development Subdivision Site Plan No. 1, dated February 25, 2015 (“Street 5”). Street 5 was laid out as part of the planning process that resulted in the SP-11 Lower Hill Planned Development District and the Lower Hill Preliminary Land Development Plan (“PLDP”). The City accepted the location of Street 5 (but not its dedication) in Resolution 309 of 2015. The upper portion of Street 5, designated as Wylie Avenue, was constructed and the City accepted its dedication in Resolution 41 of 2019.

To facilitate development, the SEA has previously requested that (i) to the extent the City has not formally accepted dedication of Street 5 as laid out in the PLDP, the City relinquish its right to accept dedication; and (ii) the City extinguish any public rights in Street 5 (including the dedicated portion thereof) through formal vacation. An application with respect to the foregoing has previously been submitted to the City Department of Mobility and Infrastructure (“DOMI”), and is currently represented by Applications DOMI-VAC-2021-00917 (relating to the undedicated portion of Street 5) and DOMI-VAC-2021-00919 (relating to the dedicated portion of Street 5).

In connection with the foregoing requests, the SEA hereby acknowledges and confirms that all vacated and otherwise undedicated portions of Street 5 will become part of Block and Lot 2-C-201 (designated as Parcel “F” in the Lower Hill Planned Development Subdivision Site Plan No. 1 as described above), effective upon affirmative legislative action by Pittsburgh City Council with respect to such vacation and relinquishment of acceptance rights.

Thank you for your prompt attention to this matter.

Angela Martinez
January 20, 2023
Page 2

Very truly yours,

Rhea L. Thomas
In-House Attorney

cc: Kevin Acklin, Lower Hill District Conservancy

SWORN TO and SUBSCRIBED before me
This ___ day of January, 2023.

Notary Public

LOWER HILL DISTRICT CONSERVANCY
1001 FIFTH AVENUE
PITTSBURGH, PA 15219

January 20, 2023

By Hand Delivery

Angela Martinez
Assistant Director, Policy, Planning and Permitting
City of Pittsburgh
Department of Mobility and Infrastructure
414 Grant Street, 215-B
Pittsburgh, PA 15219

Relinquishment of Acceptance Rights and Street Vacation – Wylie Avenue/Street 5

Dear Angela:

Lower Hill District Conservancy (“LHDC”) owns certain real property in the 3rd Ward of the City of Pittsburgh (the “City”) known as Lot and Block 2-C-453 (the “Property”). The Property is a portion of the Lower Hill site that is currently under an option agreement with Pittsburgh Arena Real Estate Development LP (“PAR”).

The Property are adjacent to the lower portion of Street 5 in the Lower Hill Planned Development Subdivision Site Plan No. 1, dated February 25, 2015 (“Street 5”). Street 5 was laid out as part of the planning process that resulted in the SP-11 Lower Hill Planned Development District and the Lower Hill Preliminary Land Development Plan (“PLDP”). The City accepted the location of Street 5 (but not its dedication) in Resolution 309 of 2015. The upper portion of Street 5, designated as Wylie Avenue, was constructed and the City accepted its dedication in Resolution 41 of 2019.

To facilitate development, LHDC hereby requests that (i) to the extent the City has not formally accepted dedication of Street 5 as laid out in the PLDP, the City relinquish its right to accept dedication; and (ii) the City extinguish any public rights in Street 5 (including the dedicated portion thereof) through formal vacation. An application with respect to the foregoing has previously been submitted to the City Department of Mobility and Infrastructure (“DOMI”), and is currently represented by Applications DOMI-VAC-2021-00917 (relating to the undedicated portion of Street 5) and DOMI-VAC-2021-00919 (relating to the dedicated portion of Street 5).

In connection with the foregoing requests, LHDC hereby acknowledges and confirms that all vacated and otherwise undedicated portions of Street 5 will become part of the Property known as Block and Lot 2-C-201 (designated as Parcel “F” in the Lower Hill Planned Development Subdivision Site Plan No. 1), effective upon affirmative legislative action by Pittsburgh City Council with respect to such vacation and relinquishment of acceptance rights.

Thank you for your prompt attention to this matter.

Angela Martinez
January 20, 2023
Page 2

Very truly yours,

LOWER HILL DISTRICT CONSERVANCY

Kevin Acklin
President

cc: Rhea Thomas, Sports & Exhibition Authority of Pittsburgh and Allegheny County

SWORN TO and SUBSCRIBED before me
This ___ day of January, 2023.

Notary Public