

Penn

# 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: 83-N-125 5600 Penn Avenue

(Please print)

Lot & Block & Address of abutting property: 100 ft. ROW at Penn and S. Euclid Aves.

Lot & Block & Address of abutting property: 70 ft. ROW at S. Euclid and Penn Aves.

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

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

Respectfully petition Your Honorable body for the passage of a resolution vacating 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 twenty-third Day of July, 2019.

Witness

George Green  
Shawn Carter

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

Jonathan M. Kamid, Counsel 83-N-125 (seal)

Applicant: Signature & Lot & Block  
Jonathan M. Kamid (seal)

Abutting 1: Signature & Lot & Block  
\_\_\_\_\_ (seal)

Abutting 2: Signature & Lot & Block  
\_\_\_\_\_ (seal)

Abutting 3: Signature & Lot & Block  
\_\_\_\_\_ (seal)

Abutting 4: Signature & Lot & Block  
\_\_\_\_\_ (seal)

NOTARY, City of Pittsburgh

Jennifer Sula  
Jonathan Kamid

Personally came Jonathan Kamid 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<sup>rd</sup> of July, 2019  
[Signature]

Commonwealth of Pennsylvania - Notary Seal  
Brenda Faye Pree, Notary Public  
Allegheny County  
My commission expires October 20, 2021  
Commission number 1322213  
Member, Pennsylvania Association of Notaries



# CITY OF PITTSBURGH

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## *Department of Finance*

---

*William Peduto, Mayor*

*Margaret L Lanier  
Director/Treasurer*

July 17, 2019

Michael Lamb  
City Controller

Dear Mr. Lamb:

Pursuant to Section 111.02 of the Pittsburgh Code, I hereby notify you that I will be out of the office on Monday, July 22 and Tuesday, July 23, 2019. During my absence, Assistant Director Jennifer Gula is designated as Acting Director/Treasurer of the Department of Finance and is authorized to represent the department and to execute all correspondence requiring my signature.

Sincerely,

A handwritten signature in blue ink that reads "Margaret L Lanier".

---

Margaret L Lanier  
Director/Treasurer

CC: Mayor William Peduto  
Dan Gilman, Chief of Staff  
Brenda Pree, City Clerk  
Tim McNulty, Communications Director  
Jennifer Gula, Assistant Director  
Department Directors/Chiefs  
file

C-16121-0004  
August 1, 2018

**RIGHT OF WAY TO BE VACATED  
AT PENN AVENUE AND SOUTH EUCLID AVENUE**

All that certain portion of a public right of way, situate in the 8<sup>th</sup> Ward, City of Pittsburgh, Allegheny County, Pennsylvania, more particularly described as follows:

Beginning at a point on the southerly right of way line of Penn Avenue, 100 feet wide, at the right of way radius return between said Penn Avenue and South Euclid Avenue, 70 feet wide; thence by a line being an extension of the southerly right of way line of said Penn Avenue S 65° 07' 38.4" E a distance of 100.00 feet to a point; thence by a line being an extension of the westerly right of way line of said South Euclid Avenue S 24° 52' 21.6" W a distance of 100.00 feet to a point on the westerly right of way line of said South Euclid Avenue; thence by the right of way radius return of said Penn Avenue and said South Euclid Avenue in a northwesterly direction by a curve bearing to the left having a radius of 100.00 feet through an arc distance of 157.08 feet, said curve having a chord bearing of N 20° 07' 38.4" W and a chord distance of 141.42 feet to the southerly right of way line of said Penn Avenue at the point of beginning.

Containing an area of 2,146 square feet.

G:\Projects\16000\16121 Penn Plaza ALTA-8th Ward-Pgh\0004 Due Diligence\Docs\Survey\rw description.docx



*Patrick T. Cooper*

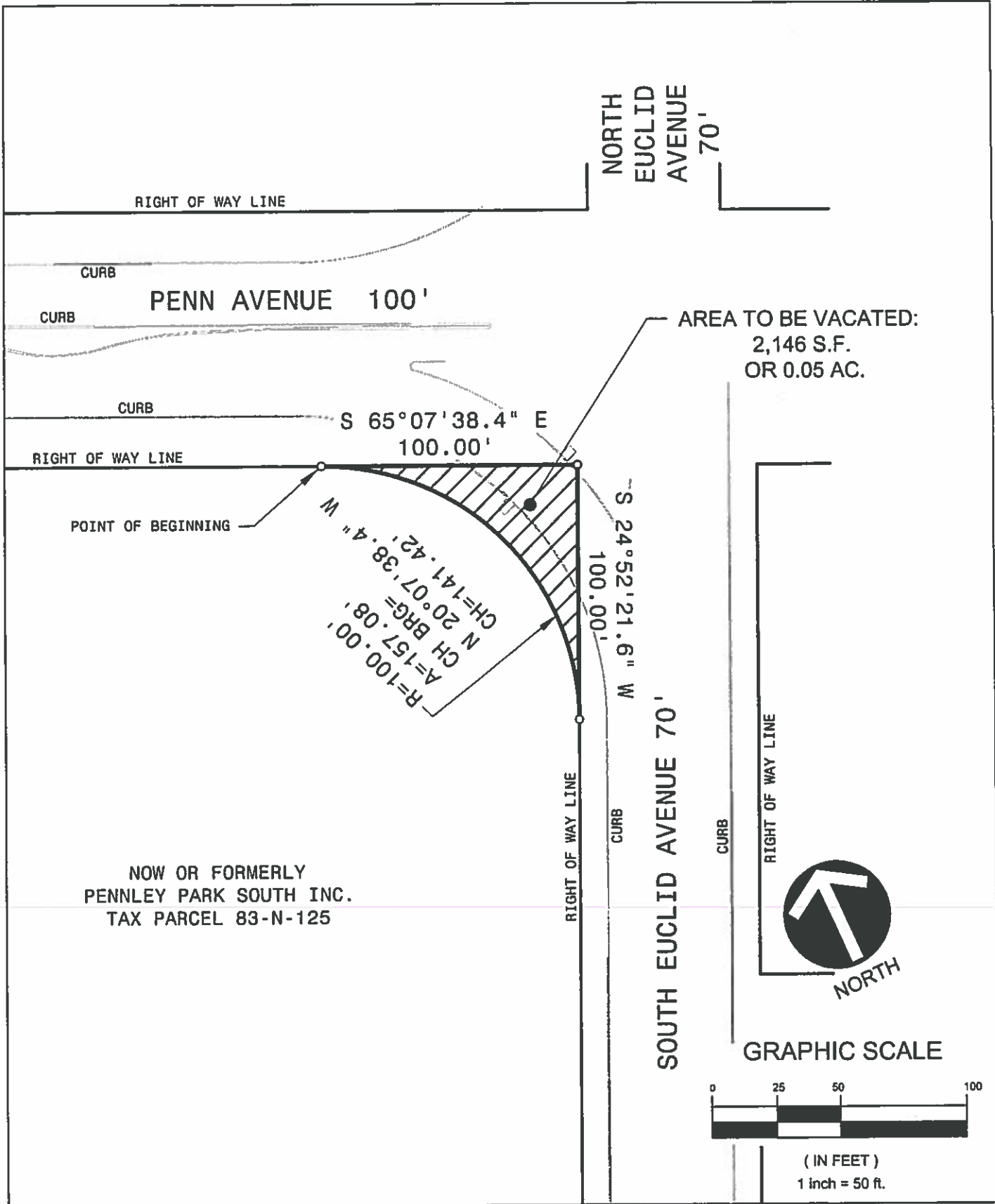


EXHIBIT A

Project Number: 18121-0004  
 Drawing Scale: 1"=50'  
 Date Issued: 02/22/2018  
 Issue Number: 1103  
 Drawn By: JZ  
 Checked By: JZ  
 Project Manager: JZ

EX-A

**EAST LIBERTY MIXED USE**  
 8TH WARD, CITY OF PITTSBURGH  
 ALLEGHENY COUNTY, PA

PREPARED FOR:  
**PENNLEY PARK SOUTH, INC.**  
 535 SMITHFIELD ST, STE 900  
 PITTSBURGH, PA 15222

Date	No	REVISION RECORD
-	02	
-	03	
-	04	
-	05	
-	06	
-	07	
-	08	

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The Gateway Engineers, Inc.  
 Full-Service Civil Engineering & Surveying  
 Pittsburgh, PA

gatewayengineers.com 655-434-8284

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GOLDBERG, KAMIN & GARVIN, LLP  
ATTORNEYS AT LAW  
RECEIVED

2019 FEB 28 PM 12:41

1806 FRICK BUILDING  
437 GRANT STREET  
PITTSBURGH, PA 15219  
TEL: 412-281-1119  
FAX: 412-281-1121

CITY OF PITTSBURGH  
CITY COUNTY BUILDING  
ROOM 301

From the desk of  
DAVID A. WOLF, ESQUIRE  
[davidw@gkgattorneys.com](mailto:davidw@gkgattorneys.com)

February 28, 2019

**VIA HAND DELIVERY**

Katrina Ricks  
Director of the Department of  
Mobility & Infrastructure  
414 Grant Street, 215 B  
Pittsburgh, PA 15219

**In Re: Pennley Park South, Inc. – Application for vacating a portion of the Right of Way at Penn Avenue and South Euclid Avenue in the 8<sup>th</sup> Ward, 9th Council District of the City of Pittsburgh**

Dear Ms. Ricks:

Enclosed please find Pennley Park South Inc.'s Application for the Right of Way Vacation located at Penn Avenue and South Euclid Avenue in the 8<sup>th</sup> Ward, 9th Council District of the City of Pittsburgh. By way of background, Pennley Park South, Inc., ("PPS") has owned 7.09 +/- acre parcel known as 5600 Penn Avenue and 5704 Penn Avenue, Pittsburgh, Pennsylvania (collectively "Penn Plaza") since 1966. From 1966 through 2016, Penn Plaza contained multiple structures which included residential, commercial, and office uses.

In 2010, PPS determined that the buildings located at Penn Plaza had become functionally obsolete and PPS thereafter began to study ways to redevelop Penn Plaza. Thereafter in the spring of 2015, PPS elected to proceed with the redevelopment of Penn Plaza. PPS contemplated that Penn Plaza's redevelopment would include new buildings which would contain approximately 200,000 square feet of retail space, 15,000 square feet of office space, and approximately 400 residential units. PPS also projected that its redevelopment plan would cost approximately \$130,000,000.00 to \$150,000,000.00.

To facilitate the relocation of the residents within Penn Plaza, the residents of Penn Plaza organized and voted to install certain residents as members of the Penn Plaza Tenant Council ("PPTC"). PPTC serves as the official representative body of the tenants of Penn Plaza. After months of negotiations, the City of Pittsburgh, PPS, the URA and the PPTC entered into a Memorandum of Understanding on September 28, 2015 ("MOU"), which formalized the various development, operational, and social commitments of each of the parties.

The Parties, together with other intervenors including Friendship Community Group, and East Liberty Development, Inc., further formalized the MOU by entering into a Consent Order of Court dated October 17, 2017 docketed at No. SA 17-0050 in the Court of Common Pleas of Allegheny County, Pennsylvania ("Consent Order"). The Consent Order in essence is the functional equivalent of a signed Petitioned from adjacent property owners.

As part of the Consent Order, the City agreed to consider legislation including the authorizing the vacation of the "speed lane" (the Right of Way at Penn Avenue and South Euclid Avenue). Please also note that there are no utilities affected by the proposed vacation as illustrated on the attached utility plan. Therefore, the utilities will not provide any type of letter concerning the same. In support of the Application I have enclosed the following:

**Exhibit Description**

- A. Site Survey, with property lines, parcel numbers, proposed vacation extents, and owns. Gateway Engineers, Inc., EX-A
- B. Consent Order of Court, dated October 27, 2017, in lieu of petition
- C. Legal Description signed and stamped by Pat Cooper, licensed surveyor
- D. Deed of Property from URA of Pittsburgh to Pennley Park South, Inc., recorded at DBV 4252, PG 245.
- E. Proposed Consolidation/Subdivision Plan by Gateway Engineers
- F. Survey of all known utilities by Gateway Engineers. There are no utilities affected by the proposed vacation as illustrated on the attached utility plan. Therefore, the utilities will not provide any type of letter concerning the same.
- G. Vacated ROW Area

Finally, I have also enclosed Check No. 16550, made payable to the "Treasurer, City of Pittsburgh" in the amount of \$150.00. After you have reviewed the attached, please let me know if you have any questions regarding the same and/or if addition information is need.

Very truly yours,

  
DAVID A. WOLF

DAW/dd  
Enclosure

cc: Larry Gumberg, OB, TBE  
Zach Gumberg, President  
Jonathan M. Kamin, Esquire

**APPLICATION FOR RIGHT OF WAY VACATION**

City of Pittsburgh

Department of Mobility and Infrastructure

Page 1 of 2

Project Site Address	Penn Avenue at South Euclid Ave.
Applicant Name or Representative	Jonathan M. Kamin, Esquire
Address	437 Grant Street, 1806
Phone	412-281-1119
Email	jonathank@gkgattorneys.com
Date Filed	

Property Owner Name:	Pennley Park South, Inc.
Property Owner	c/o Jonathan M. Kamin, Esquire
Address	437 Grant Street, 1806
Phone	412-281-1119
Email	jonathank@gkgattorneys.com
Survey Name and Contact	Gateway Engineers, Inc. / Kevin Hannegan 412-921-4030
Planning/Zoning Case Number (if applicable)	

Address or Location of Proposed Vacation	South Euclid Ave. / Penn Ave.
Ward No. <sup>8</sup> Council District <sup>7</sup>	Zip Code
Lot and Block <sup>83-N-125</sup>	Name of Plan of Lots
Plan Book Volume Page No.	
Is the proposed vacation developed?	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>
Is the proposed vacation paved?	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>
Width of proposed vacation (prior to vacation)	
Length of proposed vacation (prior to vacation)	
Number of square feet/Number of linear miles requested	2,146 sq./ft.

<b>RIGHT OF WAY VACATION PACKAGE CHECKLIST *</b>	
Letter of request with description of proposal and justification addressed to: Karina Ricks, Director of the Department of Mobility & Infrastructure 414 Grant Street, 215 B, Pittsburgh, PA 15219	<input checked="" type="checkbox"/>
Site survey w/ property lines, parcel numbers, proposed vacation extents, and owners	<input checked="" type="checkbox"/>
Signed petition expressing support for the vacation from property owners directly adjacent to the proposed ROW including name, contact information, parcel numbers, mailing address, telephone number, and email address. Note: letters of support from affected property owners such as those who may have impact to site access may also be requested.	<input checked="" type="checkbox"/>
Legal Description signed and stamped by Licensed Surveyor	<input checked="" type="checkbox"/>
Copy of all related recorded documents (Easements, Maps, Irrevocable Offer of Dedication, etc.)	<input checked="" type="checkbox"/>
Dimensioned Site Plan which shows the use of the proposed vacation for private development (if applicable). Provide full size plot and 8.5x11 or 11x17.	<input checked="" type="checkbox"/>
Survey of all known utilities and letters from affected utilities stating that there is no	<input checked="" type="checkbox"/>

objection to the proposed vacation. Note: all utilities will be contacted for external referral even if they are not shown on the utility plan. For utility relocation or abandonment, DOMI may accept a letter of correspondence when the application is filed and a final letter when coordination is complete.	<input type="text" value="N/A"/>
Undated check for \$150.00 made payable to "Treasurer, City of Pittsburgh"	<input checked="" type="checkbox"/>
Description of changes to the roadway with dimensions that demonstrate that provisions for vehicles, trucks/loading, pedestrians, cyclists, transit are maintained (if appropriate)	<input checked="" type="checkbox"/>
Other, as requested by DOMI:	<input type="text"/>

**Applicant has Read and Acknowledged the Following**

- The applicant should submit all materials outlined in attached checklist for the application to be deemed to complete.
- The requesting property owner must be the underlying owner of the requested vacation for the application to be accepted.
- When a street is fully vacated, half the reversionary rights go to the adjacent property owners on each side of the street.
- If the requested street vacation requires utility easements as part of the vacation, no building of structures will be allowed over the easement area.
- All vacated street areas are subject to the existing zoning requirements for the area in which they are located.
- Most street vacations of unimproved or unopened streets ("paper streets") have no additional cost other than the processing fee.
  - The adjacent owners effectively own half of the street if it has never been opened after 21 years and are also responsible for half of the maintenance.
  - The street vacation legislation essentially validates this ownership and allows for official map changes by the County.
- If a street vacation request is limited to one parcel or lot, it may be determined that it is feasible to vacate a larger portion of the street. The requester would then be responsible to have the adjacent property owners sign the petition to support the larger vacation.
- When legislation is passed supporting the street vacation, DOMI sends a copy of said legislation to the Allegheny County Board of Assessment. The area of the vacated street will then be assigned an assessed value for tax purposes.

Applicant's Signature Date <i>JMK</i> 2/28/19	FOR OFFICE USE ONLY
Print Name Jonathan M. Kamin, Esq.	Date Received _____ Permit Meeting _____ Complete or Incomplete (checkbox) C <input type="checkbox"/> I <input type="checkbox"/> Notes:

*\*This checklist is provided for your convenience to ensure that required materials are submitted with the application. The completion of this checklist may not constitute a full scope of submission materials or review.*



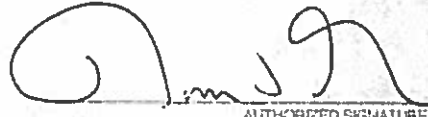
GOLDBERG KAMIN & GARVIN LLP  
OPERATING ACCOUNT  
437 GRANT ST STE 1806  
PITTSBURGH, PA 15219-6101

8-9/430  
2001  
CHECK AMOUNT

PAY TO THE ORDER OF Treasurer City of Pittsburgh \$150.00

ONE HUNDRED FIFTY AND 00/100 ----- DOLLARS

MEMO



AUTHORIZED SIGNATURE

⑈016549⑈ ⑆043000096⑆ 1025980249⑈

Photo Safe Deposit  
Details on Back

GOLDBERG KAMIN & GARVIN LLP

OPERATING ACCOUNT

16549

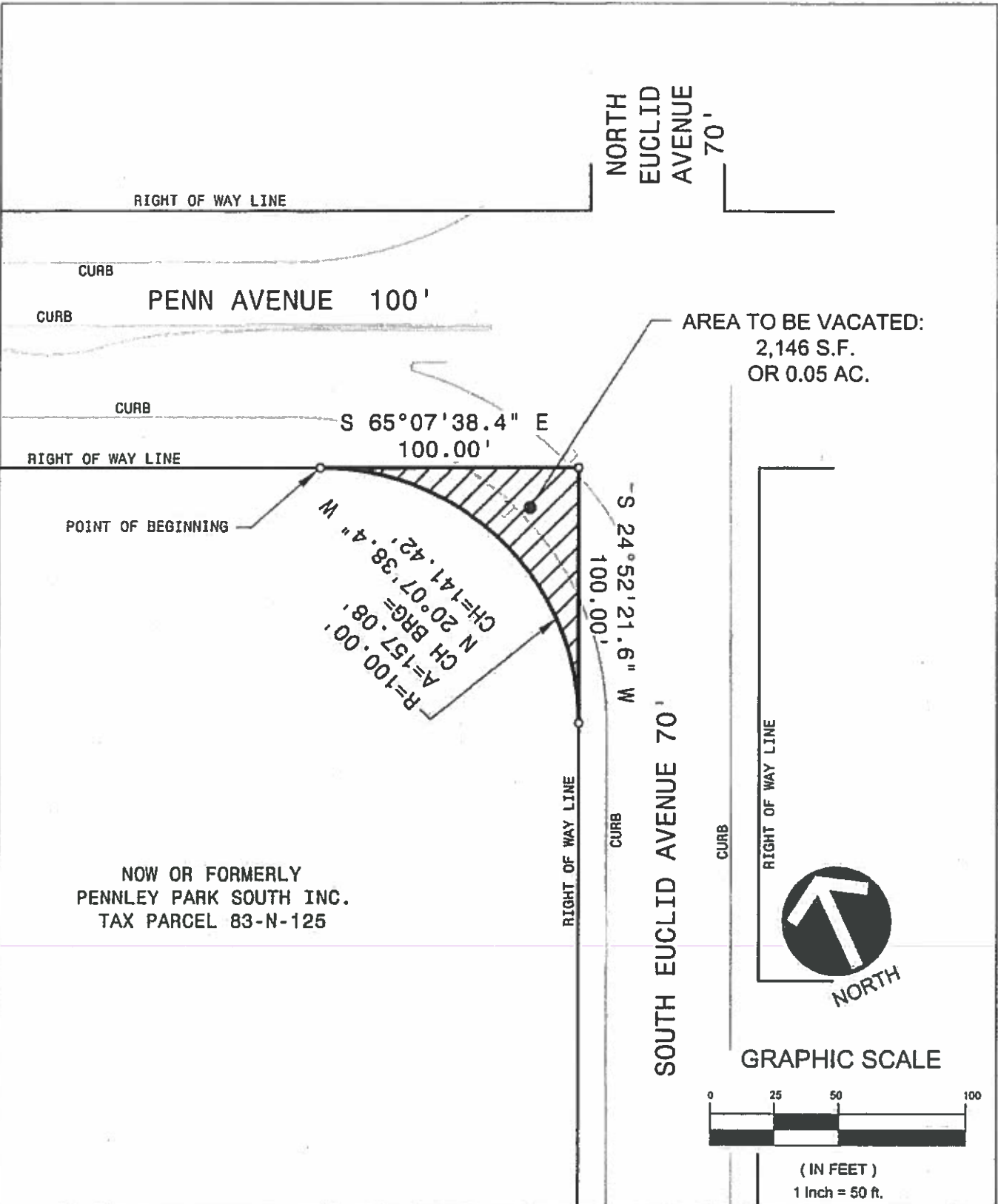
Case Exp. #19584 Gumberg/East Liberty \$150.00

GOLDBERG KAMIN & GARVIN LLP

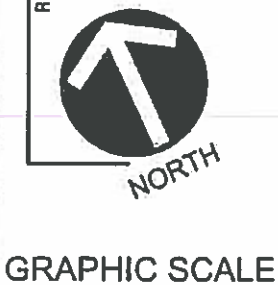
OPERATING ACCOUNT

16549

Case Exp. #19584 Gumberg/East Liberty \$150.00



NOW OR FORMERLY  
 PENNLEY PARK SOUTH INC.  
 TAX PARCEL 83-N-125



**EXHIBIT A**

Project Number: 2012-004  
 Drawing Title: EX-A  
 Date: 01-22-2013  
 Issue Number: 001  
 Drawn By: JCF  
 Checked By: JCF  
 Printed Through: JCF

**EAST LIBERTY MIXED USE**  
 8TH WARD, CITY OF PITTSBURGH  
 ALLEGHENY COUNTY, PA

PREPARED FOR:  
**PENNLEY PARK SOUTH, INC.**  
 535 SMITHFIELD ST., STE 900  
 PITTSBURGH, PA 15222

Date	No.	REVISION RECORD
	01	
	02	
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	05	

**GATEWAY**

The Gateway Engineers, Inc.  
 Full-Service Civil Engineering & Surveying  
 Pittsburgh, PA  
 gatewayeng.com 855-634-8284



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IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

PENNLEY PARK SOUTH, INC.,

NO. SA 17-0050 (CONSOLIDATED)  
NO. GD17-1820

Appellant,

vs.

NO. SA-17-187 (CONSOLIDATED)  
NO. SA-17-200

CITY OF PITTSBURGH PLANNING  
COMMISSION,

NO. SA-17-241  
GD 17-2870

Appellee,

vs.

FRIENDSHIP COMMUNITY GROUP,  
EAST LIBERTY DEVELOPMENT, INC.,  
ET AL,

Intervenor.

DEPT OF COURT RECORDS  
CIVIL FAMILY DIVISION  
ALLEGHENY COUNTY, PA  
17 OCT 27 PM 2:28  
FILED

CONSENT ORDER OF COURT

AND NOW, this 27<sup>th</sup> day of October, 2017, as a result of the Settlement reached before the Court Appointed Mediator WILLIAM PIETRAGALLO, II, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

1. Pennley Park South, Inc. ("PPS") will file a Revised Amendment to its Preliminary Land Development Plan (the "RAPLDP") with a Site Plan substantially in the form of Exhibit "A", which is attached hereto and is incorporated by reference herein. The RAPLDP shall address the matters required by the City Code and the City's Additional Points as set forth in Exhibit "B".

2. The City shall promptly review the RAPLDP for completeness within fourteen (14) days. The City will determine when the RAPLDP is complete. The RAPLDP shall not be considered incomplete if there are outstanding third party reviews or submissions required (i.e. traffic and stormwater). The City shall place the RAPLDP on the Planning Commission Agenda no more than six (6) weeks from the City's determination of completeness.

3. Within ten (10) days of the determination of completeness, PPS, the City and the Intervenor shall schedule the first of two (2) Public Meetings, facilitated by City, to review the RAPLDP and to seek public input on the same. The Parties shall respond to the issues raised at the first meeting at the second meeting, which shall be held no less than seven (7) days before the scheduled Planning Commission meeting. The Public meetings shall include the following minimum components:



3.1 A principal of PPS shall attend the Public Meetings;

3.2 PPS will have its design consultants in attendance at the Public Meetings;

3.3 The City shall have representatives from the Planning Department in attendance at the Public Meetings;

3.4 The City will post the RAPLDP and any follow up submissions to the City Planning Department's website;

3.5 PPS shall provide Counsel with electronic copies of any submissions for Counsel to distribute to its clients;

3.6 Public comment will be taken on the entire RAPLDP;

3.7 The City will be responsible for advertising each Public Meeting through its standard public information process. Intervenors shall also share the timing and place of the Public Meetings with their constituents.

4. The City shall consider legislation authorizing the land swaps, the vacation of the speed lane, the RAPLDP, and an amendment to the East Liberty TRID Map which expands the district to  $\frac{1}{4}$  of a mile from the TOD Infrastructure, thereby enlarging the eligible Assistance Area, at the same time.

5. Subject to the approval of the Planning Commission, and the taking of appropriate legislative action, and Orphan's Court, if applicable, the Parties agree to the following regarding the reconfigured Enright Park:

5.1 PPS, the City (including its appropriate departments and affiliates) agree to engage in the appropriate land swaps and conveyances in order to accomplish the configuration of the Site Plan and the reconfigured Enright Park as shown on Exhibit "A". These land swaps shall be commenced within seven (7) days of approval by Orphan's Court, if applicable.

5.2 The Parties agree that the newly configured Enright Park shall be at least 2.28 acres as generally shown on Exhibit "A".

5.3 The Parties agree that the City and the Intervenors shall work cooperatively during the approval process of the RAPLDP to plan the programming and amenities that will be located in the reconfigured Enright Park. The scope and quality of the improvements shall be determined by the City of Pittsburgh Department of Public Works and the City of Pittsburgh Department of Parks and Recreation.

5.4 PPS agrees to deliver that portion of its Property which is being utilized for the reconfigured Enright Park in a rough graded condition as set forth in the specifications attached hereto as Exhibit "C" which is incorporated by reference herein.

5.5 The reconfigured Enright Park shall remain publicly owned.

6. The Parties agree to the following regarding taxation of the improvements on PPS' Property, as reconfigured:

6.1. The City, PPS and the Intervenor shall jointly prepare a TRID Funding Plan related to the proposed development on the PPS' Property (the "TFP") in compliance with the eTRID Phase II Implementation Plan (the "TRID Plan") and will submit the same to the East Liberty Transit Revitalization Investment District Revitalization Authority ("ELTRIDRA") for approval. The TFP shall include the following:

6.1.1 The TRID increment generated from the TFP shall be segregated into three accounts: the PPS Improvement Account (the "PPIA"), the Enright Park Improvement Account (the "EPIA"), and the East End Housing Regeneration Account (the "Housing Account").

6.1.2 Fifty Percent (50%) of the total TRID increment generated from the TFP shall be deposited in the PPIA for use as set forth in Section 6.1.6 (the "PPS Share") below.

6.1.3 The remaining Fifty Percent (50%) of the TRID increment generated from the TFP (the "Public Share") shall be deposited according to the following schedule:

- a. Up to One-Million Dollars (\$1,000,000.00) shall be deposited in the EPIA; and
- b. The remaining funds, which the Parties project will be in excess of One-Million Dollars (\$1,000,000.00) for each phase of the development, shall be deposited in the Housing Account.

6.1.4 The Intervenor may seek additional funds from foundations or other donors which may be deposited in the Housing Account established at ELTRIDRA.

6.1.5 The TFP shall contain provisions for the issuance of bonds or notes, taxable or tax-exempt, based upon the projected tax increment revenues from all phases of the PPS Property development subject to such reasonable underwriting as may be required by the

financing authority for revenue bonds or notes. The Parties acknowledge that this financing may occur in multiple phases depending on the phasing of the development. In all events PPS shall pledge the tax increment from its Property on an equal basis to the PPS Share and the Public Share.

6.1.6 To the extent permitted by the TRID Plan, the PPIA shall be used to pay debt service on a loan or bond issue made by a private lender to PPS and guaranteed by PPS, or to reimburse PPS, for: (a) construction, repair, and/or replacement of Eva Street, Penn Avenue, South Negley Avenue, and/or South St. Clair Street, including, but not limited to, all of the infrastructure, lighting, sidewalks, traffic control, and utilities associated therewith; (b) the construction, maintenance, repair, and/or replacement of all utilities which service the PPS Property, including, but not limited to, the stormwater management system servicing the property and other green infrastructure; (c) site development expenses associated with physically preparing the property for development including, but not limited to, the rough grading of the reconfigured Enright Park; (d) any subsurface construction and improvements on the PPS property necessary to develop the PPS property to accomplish the items set forth herein; and (e) any approved soft costs consistent with the TRID enabling legislation.

6.1.7 The City will have the obligation to utilize up to One-Million Dollars (\$1,000,000.00) from the EPIA for improvements to the reconfigured Enright Park. The scope and quality of the improvements shall be determined by the City of Pittsburgh Department of Parks and Recreation with input and advice from the Intervenors and PPS.

6.1.8 The TFP shall establish a New Housing Program (the "Housing Program") to fund, in part, the acquisition and development of mixed income housing as generally set forth on Exhibit "D"; provided however:

- a. No applicant may submit a request for funds under the Housing Program without first having their proposal reviewed by the Housing Committee comprised of one member from each of ELDI, BCG, FCG and the City. The Housing Committee shall have the right to submit proposals, or to solicit proposals from the greater community.

- b. The Housing Committee shall timely process all applications and shall provide ELTRIDRA with either an affirmative or negative written recommendation on the proposed project which shall be reviewed in accordance with the guidelines set forth in Exhibit "D".
- c. The funds in the Housing Account shall be utilized to supply a portion of the "GAP" funding required under current or future governmental housing programs including, without limitation, LIHTC, PHARE, FHLB and PHFA, as applicable.
- d. The Housing Program shall fund these projects within a 1 mile radius of the PPS Property (the "Assistance Area") as measured from the intersection of the center lines of Penn and Negley Avenues, and within the common areas of the TRID map, as amended, such areas shown on Exhibit "E".

6.2 In the event that ELTRIDRA does not approve the TFP, or any portion thereof, then the Parties may proceed with the portion of the TFP that has been approved, but shall resubmit those portions of the TFP, after reviewing the objections of ELTRIDRA, and shall make such modifications as necessary to satisfy the objections until they are able to obtain full approval of the TFP.

6.3 PPS agrees not to apply to Allegheny County, the City of Pittsburgh School District, or City of Pittsburgh for any further real estate tax abatements while the PPS Property is receiving preferential abatement as part of the TRID.

7. The Parties further agree to the following:

7.1 Within seven (7) days of the Planning Commission's approval of the RAPLDP, the City shall advertise to schedule the appropriate public hearings and proceedings for the vacation of the "speed lane"; provided however that such vacation shall not be effective until the recording of the FLDP site plan, or applicable portions thereof.

7.2 PPS and the City agree to address any traffic concerns on a phase by phase basis. The Intervenor may submit such document, testimony, and comments as they deemed appropriate in this process which the City and PPS shall consider.

7.3 All of the Parties to this action agree to publicly support and to mutually cooperate to facilitate the reconfigured Site Plan, the reconfigured Enright Park, the RAPLDP, and their mutual commitments as contained herein.

7.4 MWBE Participation. The Parties agree to use commercially reasonable efforts to encourage MWBE participation in the development of PPS' property and the reconfigured Enright Park.

7.5 Equal Opportunity. The Parties agree that they will not discriminate against any contractors, employees, and/or vendors on the basis of age, gender, race, and/or sexual orientation.

7.6 Communications regarding permits and approvals. Within three (3) days of filing any application, revision, supplement, comment, response or objection to any permit or approval regarding site development, without limitation PLDP, FLDP, Street openings, street vacations, tree cutting permits, soil and erosion control permits required for any and all phases of the Project, Counsel for PPS shall provide a copy to the other Counsel in electronic format, and shall post to a community drop box, such documents. In the event that such documents cannot be transmitted electronically, hard copies shall be provided to Counsel.

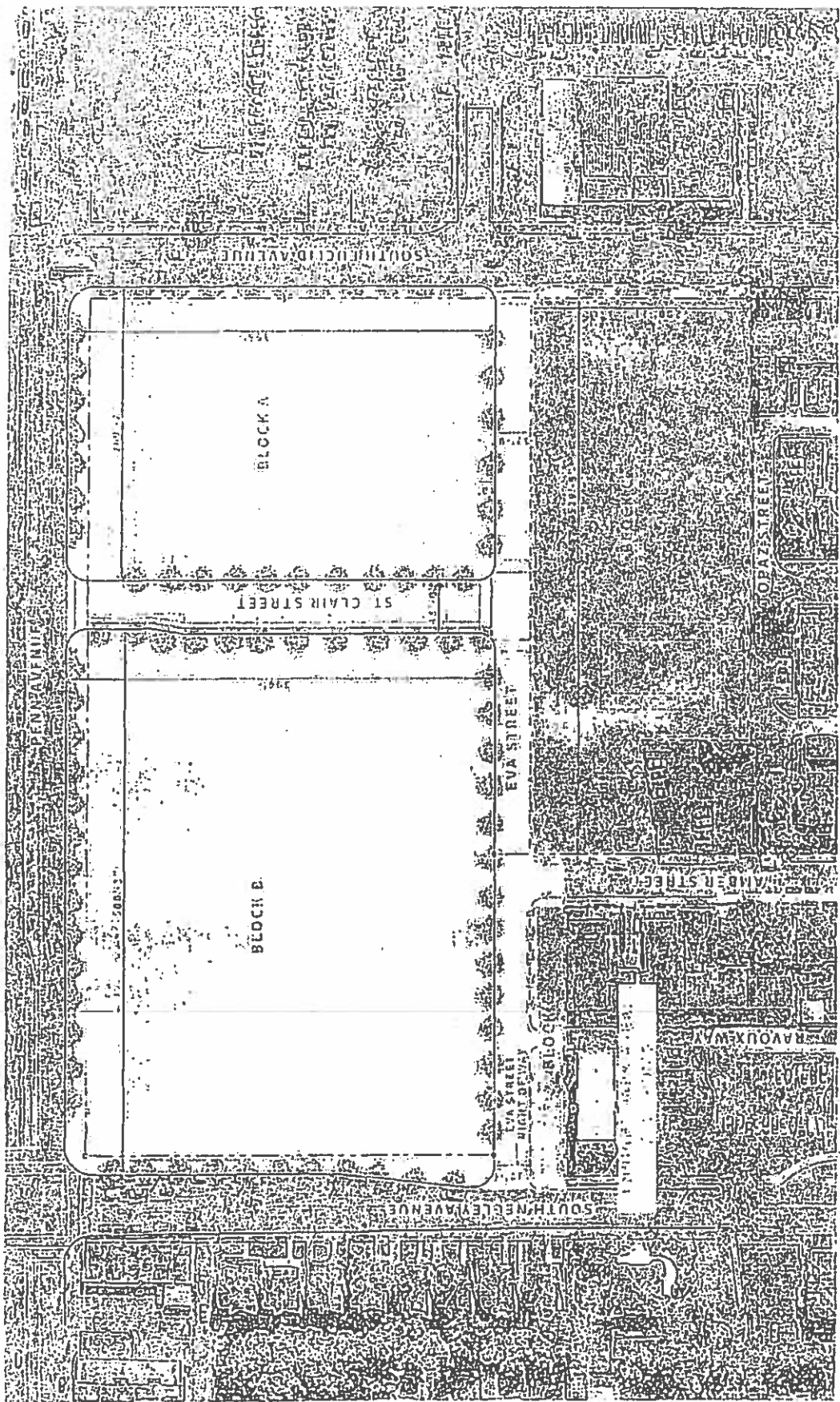
8. The Parties agree that all of the litigation at the above captioned docket numbers and terms is hereby settled; provided however, that this Court shall retain jurisdiction over this matter.

9. The Parties wish to publically thank William Pietragallo, II for his time, effort, thoughtfulness in bringing this matter to a successful conclusion. The record shall reflect that this settlement could not have been achieved without his substantial and significant efforts.

BY THE COURT.

Joseph M James, J.





CONFIDENTIAL MEDIATION DOCUMENT. THIS DOCUMENT IS PREPARED AND PROVIDED PURSUANT TO I.R.C. § 6109 AND MAY NOT BE USED FOR ANY OTHER PURPOSES.

CONFIDENTIAL

11/12/2011

**EXHIBIT B**

**LIST OF ISSUES TO BE ADDRESSED IN RAPLDP**

1. Site plan
2. Public realm and public open space plan
3. Allowable uses and projected use mix
4. Pedestrian and vehicle circulation plan
5. Design guidelines and standards
6. Build-to and massing thresholds
7. Transportation plan
8. Environmental/stormwater management plan
9. Landscape plan and plant standards
10. Tree replacement analysis and
11. Construction management and phasing plan
12. Affordable housing/socio-economic impact statement
13. Sustainability features
14. Universal design/accessibility features/plan

## EXHIBIT C

### STANDARDS FOR ROUGH GRADING OF RECONFIGURED ENRIGHT PARK

#### GENERAL

The Developer and City of Pittsburgh shall provide a timeline for new park design and construction to be reviewed with the Intervenors.

The Developer will use commercially reasonable efforts to ensure that the area of the existing Enright Park, west of the preserved trees will remain open and useable during construction.

The Developer will hire professionals to perform soil testing and inspection services during the development of the reconfigured Enright Park. The Developer will share such information with the City and Intervenors.

The Developer will provide the City and Intervenors with an updated survey upon the completion of the Developer's work.

#### TREE PROTECTION

Developer shall follow a Tree Protection Plan developed in coordination with the City of Pittsburgh to provide tree protection before, during, and after Site Preparation.

#### EROSION AND SEDIMENTATION CONTROL

Developer shall follow an Erosion and Sedimentation Control Plan developed in coordination with the City of Pittsburgh for the park site during construction, and a Post Construction Storm Water Management Plan once construction has been completed.

Topsoil from the existing park area to be stripped and stockpiled on the developer's site, for possible re-use in the new park area.

At the completion of developer's on-site operations of the new park area, the site shall be seeded to provide erosion control measures.

#### EXCAVATION AND SUBSURFACE REMOVAL

Remove any and all existing structures and obstructions in newly developed park area above and below grade to a minimum depth of 2 feet. Scope of work includes but is not limited to removal of existing asphalt paving, footings, and other site improvements to the depth of 2 feet below grade.

Remove debris before filling or backfilling. Fill and/or backfill shall be free from plaster, bats, and other debris. Deposit exterior fill and backfill in layers not exceeding 8 inches; compact each layer. Developer shall be responsible for providing approved fill and/or backfill materials.

#### **ROUGH GRADING**

Developer shall provide a site with grades of uniform levels or slopes. Abrupt changes in slopes shall be rounded.

Under lawn or unpaved areas, compact top 6 inches of subgrade and each layer of backfill or fill at 90 percent maximum density.

Developer shall provide a four-inch layer of topsoil uniformly spread over the site, providing adjustments to grade as necessary to secure gradual slopes and good drainage.

Topsoil previously stripped and stored may be used; however, the developer shall furnish all additional topsoil that may be required to provide the thickness specified.

## EXHIBIT D

### Housing Program Guidelines

An applicant seeking assistance for the development of affordable housing ("Applicant") may apply for Gap Financing, as hereinafter defined, from the East Liberty Transit Revitalization Investment District Authority ("ELTRIDA") Housing Account subject to review from the Housing Committee, as created and set forth in that certain Consent Decree dated \_\_\_\_\_ and docketed at SA 17 – 50 ("Court Order"), that the following conditions have been met:

- 1) Gap financing from the Housing Account is limited to \$25K per unit for units affordable to people at 80% or less of median household income, and \$50 per unit for units affordable to people at 60% or less of median household income; provided however, the Housing Committee can adjust these limits from time to time to meet current economic conditions.
- 2) The Applicant is a non-profit, or a non-profit and for-profit developer in some form of a joint venture or limited partnership ("Joint Venture"). Housing Committee may amend this provision if necessary.
- 3) All developments are consistent with neighborhood plans where they exist.
- 4) Projects done by a Joint Venture are mixed-income housing unless expressly waived by the Housing Committee.
- 5) Project is in the eligible area set forth in Exhibit E of the Court Order unless the Housing Committee determines that the Gap financing will meet the definition of eligible public project cost in the Tax Increment Financing Act.
- 6) Preferred eligible costs for Gap Financing are sitework costs such as demolition, sidewalks, steps, catch basins and other forms of stormwater collection, retaining walls, landscaping/grading, and tie-ins to water and sewage systems.
- 7) The Applicant has submitted its project costs to URA for an intensive cost analysis and the Housing Committee has received a positive recommendation from URA as to costs.
- 8) In the event that for-sale units are included in the Project, the Applicant has agreed with URA to write in restrictive covenants on deferred-payment, second mortgage loans that it provides to such buyers that require the buyers to sell the units to those purchasers who are also at 80% or less of median household income.
- 9) The Housing Committee determines the maximum amount that ELTRIDA may withdraw from the Housing Account for the Project and so notifies ELTRIDA.

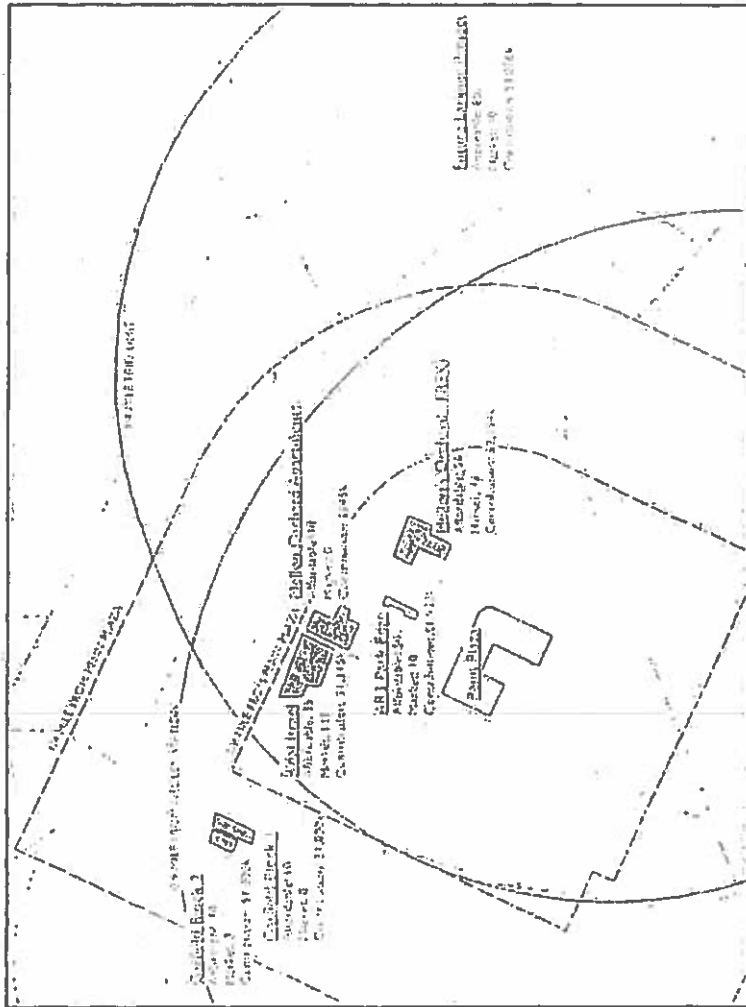
# PENN PLAZA HOUSING REPLACEMENT

Phase 02: 1E, 2017

## Housing Replacement Breakdown

Phase 01	231
Phase 02	219
<b>Total Count</b>	<b>450</b>

Note: Project may be subject to final EIR, the Housing  
Code, and other applicable laws. (C) 2017 PHCA. All  
rights reserved. All other rights reserved by the Housing Commission.



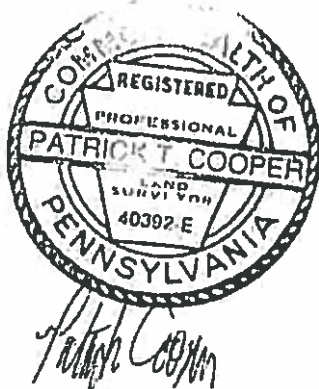
**RIGHT OF WAY TO BE VACATED  
AT PENN AVENUE AND SOUTH EUCLID AVENUE**

All that certain portion of a public right of way, situate in the 8<sup>th</sup> Ward, City of Pittsburgh, Allegheny County, Pennsylvania, more particularly described as follows:

Beginning at a point on the southerly right of way line of Penn Avenue, 100 feet wide, at the right of way radius return between said Penn Avenue and South Euclid Avenue, 70 feet wide; thence by a line being an extension of the southerly right of way line of said Penn Avenue S 65° 07' 38.4" E a distance of 100.00 feet to a point; thence by a line being an extension of the westerly right of way line of said South Euclid Avenue S 24° 52' 21.6" W a distance of 100.00 feet to a point on the westerly right of way line of said South Euclid Avenue; thence by the right of way radius return of said Penn Avenue and said South Euclid Avenue in a northwesterly direction by a curve bearing to the left having a radius of 100.00 feet through an arc distance of 157.08 feet, said curve having a chord bearing of N 20° 07' 38.4" W and a chord distance of 141.42 feet to the southerly right of way line of said Penn Avenue at the point of beginning.

Containing an area of 2,146 square feet.

G:\Projects\16000\16121 Penn Plaza ALTA-8th Ward-Pgh\0004 Due Diligence\Docs\Survey\rw description.docx



CERTIFICATE OF RESIDENCE

I, -- do hereby certify that our precise residence is c/o Troy Hill Federal Savings and Loan Association, 1706 Lowrie Street, Pittsburgh 12, Pa.  
 WITNESS my hand this 25th day of May 1966.

Charles J. Kainz  
 One of the Grantees.

Registered in Allegheny County May 31, 1966  
 No. 25575 Recorded May 25, 1966 Time 1:44 P.M.  
 Written by Durkin Compared by *P. Durkin*

Urban Redevelopment Authority ) BLOCK -- Lot -- See Inside  
 of Pittsburgh ) John P. Ladesic  
 to ) Custodian  
 Pennley Park South, Inc. ) DATE 5-26-66

THIS INDENTURE

MADE the 25th day of May 1966, BETWEEN URBAN REDEVELOPMENT AUTHORITY OF Pittsburgh, a Redevelopment Authority established and existing under the Urban Redevelopment Law of the Commonwealth of Pennsylvania, Act of May 24, 1945, P.L. 991, for the City of Pittsburgh, County of Allegheny, Pennsylvania, (hereinafter called the "Grantor"); and PENNLEY PARK SOUTH, INC., a Pennsylvania corporation, having its principal office at 1004 Frick Building, City of Pittsburgh, State of Pennsylvania, (hereinafter called the "Grantee".)

WITNESSETH: That the said Grantor, in consideration of the sum of Three Hundred Twenty Thousand One Hundred Thirty-four and 60/100 (\$320,134.60) Dollars, lawful money of the United States of America, to it paid by the Grantee, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, does grant, bargain, sell and convey unto the said Grantee, its successors and assigns, the following described Properties (referred to hereinafter as the "Property");

ALL those certain lots or pieces of ground situate in the Eighth (8th) Ward, City of Pittsburgh, and County of Allegheny, bounded and described as follows, to-wit:

FIRST: BEGINNING at a point of intersection of the southerly line of Penn Avenue with the easterly line of Amber Street, produced northwardly; thence in a southerly direction along the easterly line of Amber Street so produced S. 24° 52' 21.6" W. 400.50 feet to a point on the northerly line of Eva Street, as the same was widened by Ordinance No. 338 of the City of Pittsburgh, approved September 28, 1964; thence westwardly along the northerly line of widened Eva Street, N. 65° 07' 38.4" W. 275.00 feet to a point on the easterly line of South Negley Avenue, 80.00 feet wide, as the same is to be widened; thence northwardly along said easterly line of South Negley Avenue, as the same is to be widened, N. 24° 52' 21.6" E. 400.50 feet to its intersection with the southerly line of Penn Avenue; thence eastwardly along the southerly line of Penn Avenue S. 65° 07' 38.4" E. 275.00 feet to its intersection with the easterly line of Amber Street produced northwardly, the place of beginning. 834-N-125

SECOND: BEGINNING at a point of intersection of the easterly line of Amber Street produced northwardly and the southerly line of Penn Avenue; thence eastwardly along the southerly line of Penn Avenue, S. 65° 07' 38.4" E. 408.81 feet to a point of curve, said point being 100.00 feet west of the westerly line of South Euclid Avenue, as the said South Euclid Avenue was widened to a width of 70 feet by Ordinance No. 338 of the City of Pittsburgh, approved September 28, 1964; thence easterly and southerly by an arc of a circle having a radius of 100.00 feet, a central angle of 90° 00' 00" for an arc length of 157.08 feet to a point of tangent on the westerly line of South Euclid Avenue, as widened by said Ordinance; thence southwardly along the westerly line of South Euclid Avenue S. 24° 52' 21.6" W. 100.55 feet to its intersection with the northerly line of former Mignonette Street, now vacated by Ordinance No. 316 of the City of Pittsburgh, approved September 14, 1964; thence westwardly along the northerly line of said former Mignonette Street (now vacated), N. 65° 07' 38.4" W. 508.81 feet to a point of intersection of the easterly line of Amber Street as produced northwardly; thence northwardly along the easterly line of Amber Street as produced N. 24° 52' 21.6" E. 200.55 feet to a point of intersection with the southerly line of Penn Avenue, the place of beginning. 84-B-179

THIRD: BEGINNING at a point of intersection of the easterly line of former South Saint Clair Street, now vacated by Ordinance No. 316 of the City of Pittsburgh, approved September 14, 1964, and the northerly line of former Mignonette Street, now vacated by Ordinance No. 316 of the City of Pittsburgh, approved September 14, 1964; thence eastwardly along the northerly line of said former Mignonette Street S. 65° 07' 38.4" E. 242.25 feet to its intersection with the westerly line of widened South Euclid Avenue, as widened by Ordinance No. 338 of the City of Pittsburgh approved September 28, 1964; thence southwardly along the westerly line of said widened South Euclid Avenue S. 24° 52' 21.6" W. 409.03 feet to a point; thence westwardly N. 65° 07' 38.4" W. 242.25 feet to a point of intersection with the easterly line of former South Saint Clair Street (now vacated); thence northwardly along the easterly line of said former South Saint Clair Street, N. 24° 52' 21.6" E. 409.03 feet to its intersection with the northerly line of said former Mignonette Street, the place of beginning. 84-A-310

THE above three descriptions are in accordance with a survey of the Green Engineering Company dated January 30, 1962, as revised to April 15, 1966 and represent the same property described as Parcels A-11a, A-11b and A-11c in the Contract for Disposition by Sale of the land between the Urban Redevelopment Authority of Pittsburgh and Vernon C. Neal, Inc. dated August 20, 1962 and recorded in the Recorder's Office of Allegheny County, Pennsylvania, in Deed Book Vol. 4135, page 15.

BLOCK 84-B: LOTS NOS. 176, 179, 186, 195, 184, 272, 273, 274  
 BLOCK 84-A: LOTS NOS. 167, 166, 165, 164, 163, 162, 159, 141, 142, 145, 146, 148, 147, 149, 68, 320, 316, 314, 313, 311, 310, 308, 295, 296, 300, 306, 247, 248, 249, 250, 251, 285, 289, 290, 291, & 292.





BLOCK 23-B: LOTS NOS. 179, 145, 141, 140, 139, 136, 130, 128, 127, 125, 172, 170C, 174B, 170A, 176 & 178

Being the same property which was acquired by Urban Redevelopment Authority of Pittsburgh, by various deeds, instruments, and proceedings, all of which are of record.

UNDER and subject to and together with easements for utilities as shown on Schedule "B" of the Disposition Contract, which Contract is dated August 20, 1962 and of record in the Recorder's Office of Allegheny County in Deed Book Volume 4134, page 15 and as shown on Schedule "B" of the said Contract, as follows:

(a) Easement for utilities on vacated portion of South Saint Clair Street.

(b) Easement for utilities on vacated Mononette Street from the easterly line of Parcel A-11a described hereinabove to the westerly line of the utility easement in South Saint Clair Street referred to in (a) above.

THIS CONVEYANCE is made under and subject to:

A. Any state of facts an inspection or accurate survey might show.  
B. Laws, ordinances, resolutions, regulations and orders of all municipal, county, state, federal or other governmental bodies, boards, agencies or other authority now or hereafter having jurisdiction.

C. The public easement in public streets and alleys abutting the Property.

D. The following easements:

Easements as set forth hereinabove.

E. The following covenants:

1. That the Grantee, for itself and its successors and assigns, to or of the property or any part thereof, shall:

(a) Devote the Property to, and only to and in accordance with the uses specified in, and comply with the controls and restrictions with respect to the Property, contained in Section II of the Redevelopment Area Plan, (including the Urban Renewal Plan, referred to hereinafter as the "Plan"), which Plan is recorded in the Office of the Recorder of Deeds of Allegheny County in Deed Book Vol. 4135, page 316, and the Disposition Contract between Vernon C. Neal, Inc. and the Grantor, dated August 20, 1962 and recorded in the Recorder's Office of Allegheny County, Pennsylvania, in Deed Book Vol. 4102, page 314, which Contract has been duly assigned to the Grantee herein, (referred to hereinafter as the "Disposition Contract");

(b) Not effect or execute any agreement, lease, conveyance or other instrument whereby the Property or any part thereof is restricted upon the basis of race, religion, color, creed, or national origin in the sale, lease, or occupancy thereof;

(c) Not discriminate in the use, sale or lease of any or all of the Property or Buildings or structures thereon against any person because of race, creed, color, religion or national origin; nor shall any person be deprived of the right to live on the Property or use any of the facilities therein by reason, of race, creed, color, religion or national origin.

(d) Comply with all State and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, religion, color or national origin in the sale, lease or occupancy of the Property;

(e) Be without power to sell, lease or otherwise transfer the Property or any part thereof without the prior written consent of the Grantor until the Grantor shall certify in writing that the Improvements as provided by Section 5 of the Disposition Contract, have been completed.

(f) Make no changes in the Improvements after the completion of the construction thereof which would constitute a major change in said Improvements or in the utilization of the property except with the written approval of the Grantor, and

(g) Commence and complete the construction of the Improvements to the Property within the period of time provided in the Disposition Contract.

2. THE Grantee, for itself and its successors and assigns, further covenants and agrees that the aforesaid covenants shall be covenants running with the land and shall be in effect until July 8, 2000, except for the covenants provided in paragraphs 1(b), 1(c) and 1(d) hereof, which shall remain in effect without limitation as to time and shall be enforceable by the Grantor, its successors and assigns, the City of Pittsburgh, or any successor in title to the Grantee of any of the Property or by any party interested in any of the other real property or any part thereof covered by said Plan against the Grantee, its successors and assigns, of the property or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof; and the Grantee, for itself and its successors and assigns, further agrees that said covenants shall be enforceable by the Grantor for said entire period of time without regard to whether the Grantor is or remains an owner of any land or interest therein to which said covenants relate.

F. THE following express conditions:

1. THAT the Grantee, its successors or assigns, shall commence and complete the construction of the Improvements to the Property in accordance with the Disposition Contract, and the Grantor, or its successors or assigns, shall have a right of re-entry, and the estate hereby conveyed shall be forfeited by reason of the failure of the Grantee its successors or assigns, so to do, and the title, to said estate shall revert to and be vested in the said Grantor or its successors or assigns,

2. THAT prior to completion of the Improvements as certified by the Grantor pursuant to said Disposition Contract, the Grantee, its successors or assigns, shall not sell, lease or otherwise transfer the Property or any part thereof, or transfer ownership of more than ten percentum (10%) of the stock in the Grantee corporation or of the stock of a corporate successor or assign, without the approval of the Grantor, its successors or assigns, in accordance with the terms of the aforesaid Disposition Contract, for breach of which condition the Grantor, or its successors or assigns, shall have a right of re-entry and the estate hereby conveyed shall be forfeited and the title to said estate shall revert to and be vested in the said Grantor or its successors or assigns:

3. THAT prior to completion of the Improvements as certified by the Grantor

pursuant to the Disposition Contract, the Grantee, its successors and assigns, shall pay the real estate taxes and any special assessments on the Property when due and shall not place or permit any lien or other encumbrance to be placed on the Property except as authorized by the said Disposition Contract, and shall not suffer any levy or attachment, to be made upon the Property or to be or remain a charge or encumbrance on or against the Property and, for any neglect or failure to have such encumbrance or lien removed or discharged as provided in said Contract, the estate hereby conveyed shall be forfeited by reason of the failure of the Grantee, its successors or assigns, so to do and the title to said estate shall revert to and be re-vested in the said Grantor or its successors or assigns, and the Grantee, or its successors or assigns shall have a right of re-entry.

PROVIDED however, that the rights of forfeiture, re-entry and reversion of title reserved by the Grantor for a breach of any of the foregoing conditions shall be subject to and shall not impair the lien of any mortgage or trust deed authorized by the aforesaid Disposition Contract in existence at the time of the said breach, and any rights or interests provided in said Contract for the protection of the holders of any evidence of indebtedness secured by any such mortgage or trust deed;

PROVIDED, further, that said rights of forfeiture, re-entry and reversion of title hereby reserved by the Grantor for a breach of any of the foregoing conditions shall not apply to parts or parcels of the Property on which the Improvements to be constructed thereon have been completed and which have, pursuant to authorization contained in the Disposition Contract, been sold, conveyed, or leased to other parties.

G. THE Grantor, for itself and its successors and assigns, covenants and agrees that after completion of the Improvements by the Grantee on any individual parts or parcels on said Property, as shown by a certificate of completion of the Grantor, which is to be recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, any party purchasing individual parts or parcels of the said property from the Grantee, which the Grantee is authorized by the terms of said Agreement to sell, convey or lease to other parties, shall not (because of such purchase or lease) incur any obligation with respect to the construction of the Improvements on such parts or parcels or to other parts or parcels of the Property.

WITH the appurtenances: TO HAVE AND TO HOLD the same subject as aforesaid unto and for the use of the said Grantee, its successors and assigns, FOREVER.

AND the Grantor, for itself and its successors, covenants with the Grantee, its successors and assigns, against all lawful claimants claiming by, through or under Grantor, the same and every part thereof to Warrant and Defend.

THE said Grantor doth hereby constitute and appoint VINCENT L. ST. JOHNS to be its Attorney, for it and in its name, and as and for its corporate act and deed, to acknowledge this Deed before any person having authority by the laws of the Commonwealth of Pennsylvania to take such acknowledgment to the intent that the same may be duly recorded.

THIS Deed is made by virtue and in pursuance of a Resolution duly adopted at a Special Meeting of the members of the Grantor, duly called and held on May 20, 1966, a full quorum being present, authorizing and directing the same to be made and done.

NOTICE: GRANTEE knows that he may not be obtaining the right of Protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. This acknowledgment is made for the purpose of complying with the provisions of section 14 of the Act of April 27, 1966, known as the Bituminous mine subsidence and compensation Act.

IN WITNESS WHEREOF, the said Grantor has caused its common and corporate seal to be affixed to these presents by the hand of its Vice Chairman and the same to be duly attested by its Assistant Secretary. Dated the day and year first above written.

ATTEST:  
Mary E. Vogel  
Assistant Secretary

URBAN REDEVELOPMENT AUTHORITY  
OF PITTSBURGH (Corp Seal)  
By George W. Rooney  
Vice Chairman

(\$352.55 U.S.I.R.S. Cancelled)  
(\$3201.35 Penna. Real Estate T.T.S. Cancelled)  
(\$3201.35 City of Pgh D.T.T.S. Cancelled)

COMMONWEALTH OF PENNSYLVANIA ) I hereby certify that on this 25th day of May A.D.  
COUNTY OF ALLEGHENY ) SS. 1966, before me, a Notary Public, in and for the  
) County and Commonwealth aforesaid, personally  
appeared VINCENT L. ST. JOHNS, the Attorney named in the foregoing Deed, and by virtue and in pursuance of the authority therein conferred upon him, acknowledged said instrument to be the act and deed of the said URBAN REDEVELOPMENT AUTHORITY OF PITTSBURGH, to the end that it may be recorded as such.

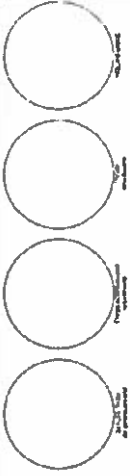
WITNESS my hand and notarial seal the day and year above written.  
Jean C. Gordes Notary Public (E. P. Seal)  
Pittsburgh, Allegheny County, Pa.  
My commission expires May 20, 1968

CERTIFICATE AS TO RESIDENCE.  
THE undersigned hereby certifies that the precise residence of the Grantee herein named is 1018 Frick Building, Pittsburgh, Pennsylvania, 15219.  
John G. Saul.

Registered in Allegheny County May 31, 1966  
No. 25564 Recorded May 25, 1966 Time 1:30 P.M.  
Written by Durkin Compared by

*Handwritten signature*

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



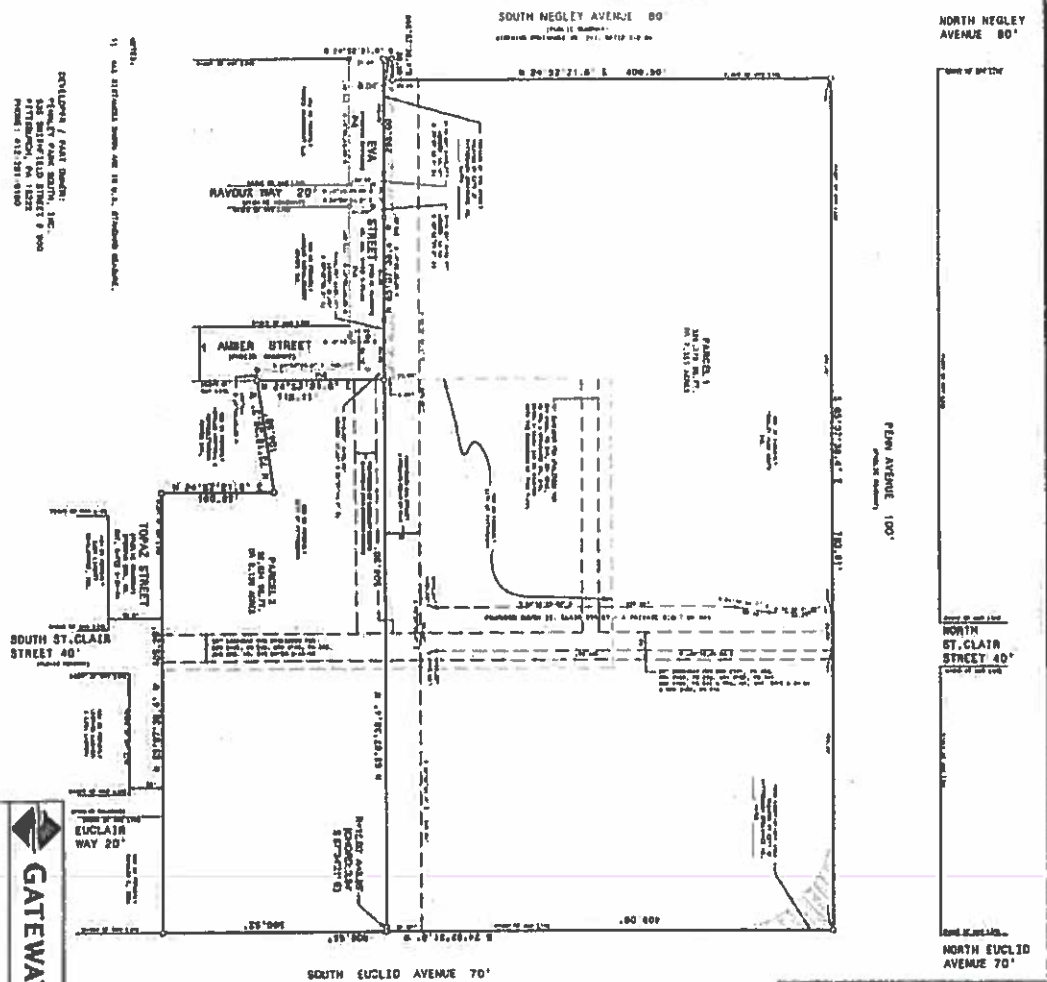
**APPROVED:** \_\_\_\_\_  
 DATE: \_\_\_\_\_

**RECORDED:** \_\_\_\_\_  
 DATE: \_\_\_\_\_

**FILED:** \_\_\_\_\_  
 DATE: \_\_\_\_\_

**NOTARIAL PUBLIC:** \_\_\_\_\_  
 My Comm. Expires: \_\_\_\_\_

**DEVELOPER / PLAN BOOK:**  
 545 WESTFIELD STREET, 2ND FLOOR  
 PITTSBURGH, PA 15222  
 PHONE: (412) 321-9100



**PROPOSED AREA 1** \* 32475 SQ.FT. OR 1.28 ACRES

**PROPOSED AREA 2** \* 32475 SQ.FT. OR 1.28 ACRES

**PROPOSED AREA 3** \* 32475 SQ.FT. OR 1.28 ACRES

**THROUGH PAVE AREA**

PARCEL 1 \* 32475 SQ.FT. OR 1.28 ACRES  
 PARCEL 2 \* 32475 SQ.FT. OR 1.28 ACRES  
 PARCEL 3 \* 32475 SQ.FT. OR 1.28 ACRES

**GATEWAY\***  
 The Gateway Engineers, Inc.  
 1615 Gateway Blvd., Suite 100  
 Pittsburgh, PA 15206  
 Phone: (412) 321-9100

**PENNEY PARK SOUTH PLAN**

6TH WARD - CITY OF PITTSBURGH  
 ALLEGHENY COUNTY, PA

**PENNEY PARK SOUTH, INC.**

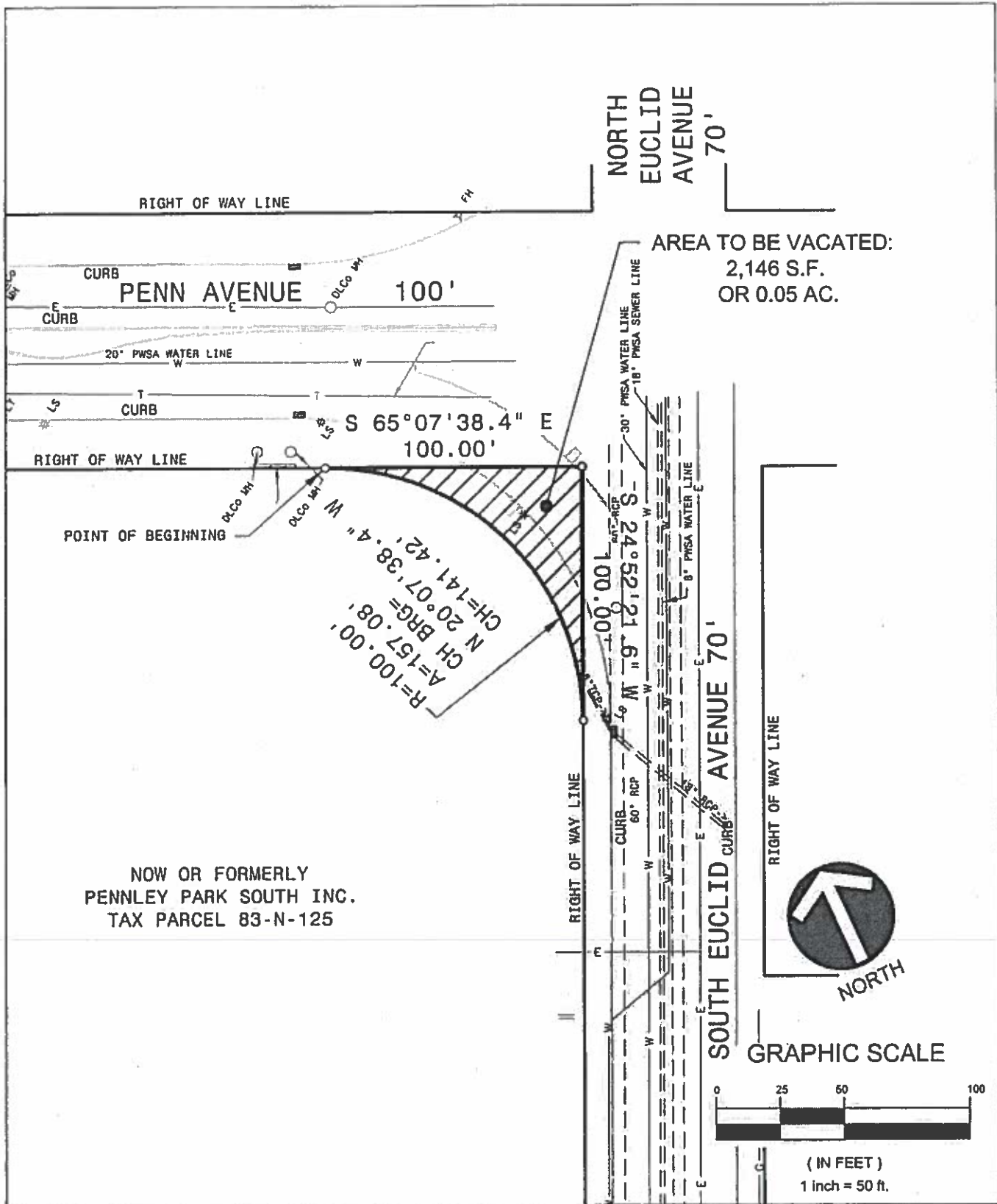


**APPROVED:** \_\_\_\_\_  
 DATE: \_\_\_\_\_

**RECORDED:** \_\_\_\_\_  
 DATE: \_\_\_\_\_

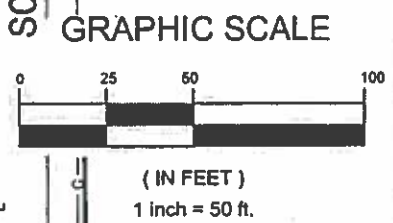
**FILED:** \_\_\_\_\_  
 DATE: \_\_\_\_\_





NOW OR FORMERLY  
 PENNLEY PARK SOUTH INC.  
 TAX PARCEL 83-N-125

AREA TO BE VACATED:  
 2,146 S.F.  
 OR 0.05 AC.



**EXHIBIT B**

**EAST LIBERTY MIXED USE**  
 8TH WARD, CITY OF PITTSBURGH  
 ALLEGHENY COUNTY, PA

PREPARED FOR:  
**PENNLEY PARK SOUTH, INC.**  
 535 SMITHFIELD ST., STE 900  
 PITTSBURGH, PA 15222

REVISION RECORD	

**GATEWAY**

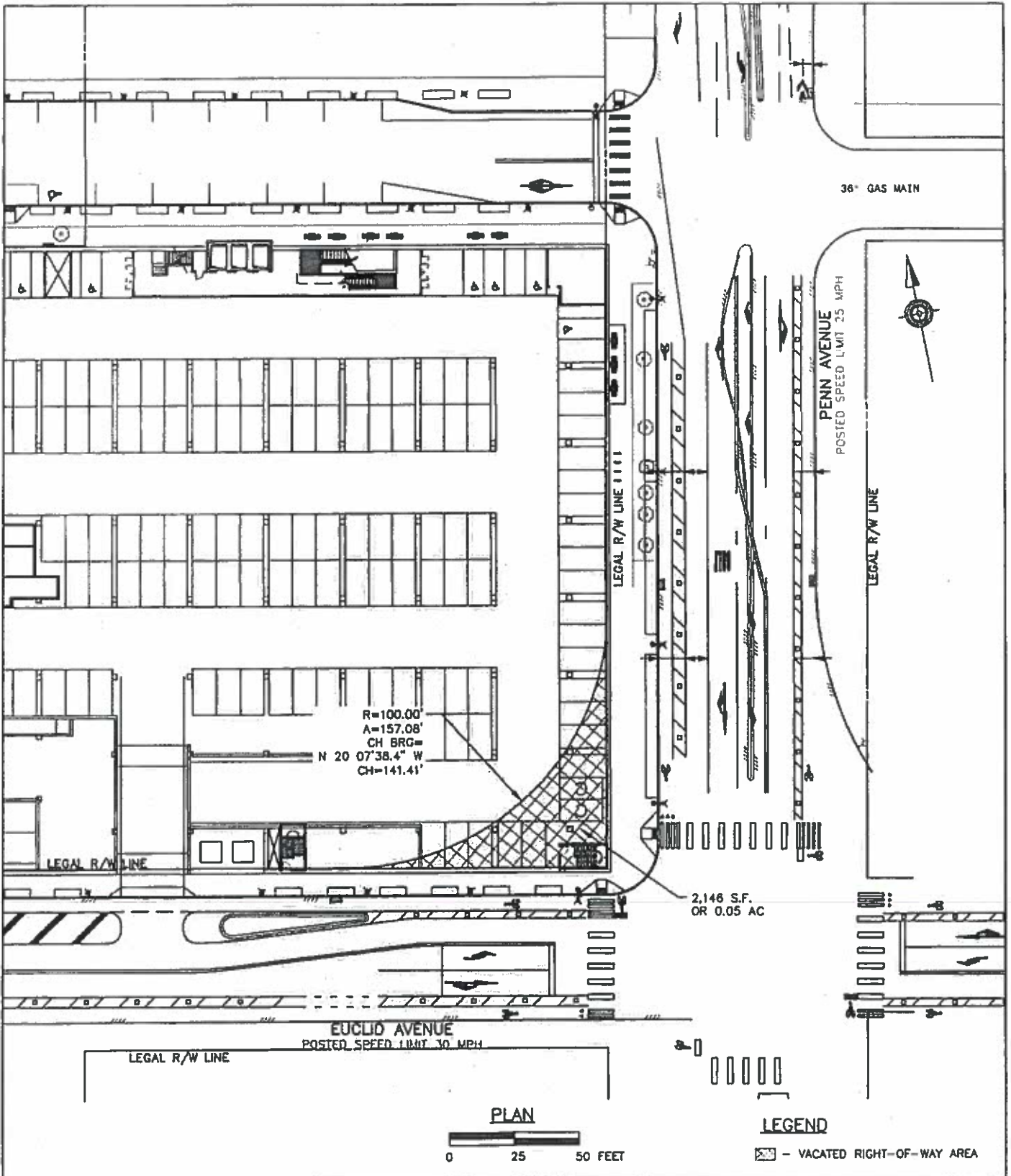
The Gateway Engineers, Inc.  
 Full-Service Civil Engineering & Surveying  
 Pittsburgh, PA  
 955-634-9284

PENNGAID 800-631-9889

**EXHIBIT**

**F**

© Gateway Engineers Inc. All Rights Reserved



$R=100.00'$   
 $A=157.08'$   
 $CH\ BRG=$   
 $N\ 20\ 07'38.4''\ W$   
 $CH=141.41'$

2,146 S.F.  
OR 0.05 AC

**EUCLID AVENUE**  
 POSTED SPEED LIMIT 30 MPH

**PENN AVENUE**  
 POSTED SPEED LIMIT 25 MPH

**PLAN**



**LEGEND**

- VACATED RIGHT-OF-WAY AREA

**PENNLEY PARK SOUTH INC. - City of Pittsburgh**  
**Intersection of Penn Avenue & Euclid Avenue**  
**Vacated ROW Area**

PENGA0 800-631-6988  
**EXHIBIT**  
**G**

**SHEET 1**