

WILLIAM
PEDUTO



KARINA RICKS
DIRECTOR

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

January 18, 2021

President and Members
City Council
City of Pittsburgh

**RE: 1605 SMALLMAN STREET
ENCROACHMENT**

Dear President and Members of City Council:

We have a request for an encroachment permit at 1605 Smallman Street, in the 2nd Ward, 6th Council District, as shown on the attached plan. A copy of the request is also attached.

SMALLMAN HOLDINGS LLC, is proposing improvements to extend and renovate existing ramps and docks attached to 1600 Smallman Street.

Your favorable approval of this proposed Resolution is hereby recommended.

Sincerely,

A handwritten signature in black ink, appearing to be "K. Ricks", written over a horizontal line.

Karina Ricks
Director

KR:JM
Attachments

SMALLMAN HOLDINGS, LLC
2000 Smallman Street, Suite 205A
Pittsburgh, PA 15222

March 23, 2020

Department of Mobility and Infrastructure
215 B City-County Building
414 Grant Street
Pittsburgh, PA 15219
Attention: Karina Ricks, Director

Re: Encroachment permit application at 1600 Smallman Street

Dear Director Ricks;

In connection with the redevelopment of the building located at 1600 Smallman Street and the Produce Terminal Building directly across the street (the "Redevelopment Project"), we hereby submit the attached Application for an Encroachment on City Dedicated Right-Of-Way. As the property exists today, the northern boundary of the property runs along the northern façade of the building. Access to the building involves the use of certain concrete ramps which will be expanded to form usable docks to the building as part of the Redevelopment Project. This application is being submitted in conjunction with a separate application for the City to vacate a five foot wide portion of Smallman Street that will cause the northern boundary of the property be relocated to a line that is five feet from the current façade of the building. The planned redevelopment of the concrete ramps and docks will encroach up to thirteen feet from the current boundary of the property, although this encroachment will be reduced by five feet upon approval of the application to vacate previously mentioned. The requested encroachment will track the design of the redeveloped ramps and docks, and will range in width from five to thirteen feet, as reflected in the drawings attached to this application.

As you are aware, an affiliate of Smallman Holdings, LLC is actively redeveloping the Produce Terminal Building on the north side of Smallman Street as part of the Redevelopment Project. The land underlying the Produce Terminal Building, as well as the northern half of Smallman Street, is owned by the Urban Redevelopment Authority of Pittsburgh and Allegheny County (the "URA"). As noted in that certain memorandum of understanding between Smallman Holdings, LLC and the City of Pittsburgh dated February 26, 2019 (the "Swap Agreement"), realignment of the property line on the south side of Smallman Street (i.e., along 1600 Smallman Street) will be completed in conjunction with the dedication by the URA of private property on the northern side of Smallman Street that would have the overall effect of widening the Smallman Street right-of-way and shifting it to the north.

In connection with the foregoing and in support of our Application for an Encroachment on City Dedicated Right-Of-Way, please find attached additional materials depicting the proposed encroachment.

Additionally, given the recent orders from Governor Wolf limiting access to work spaces, we are not able to forward a check in conjunction with this application. As soon as we are physically able to do so, we will forward a check in the amount of one hundred fifty dollars (\$150.00) made payable to "Treasurer, City of Pittsburgh" is also enclosed.

Please contact us if you require any additional information in processing our request. We thank you for your time and attention.

Very truly yours,

Smallman Holdings, LLC, a Delaware limited liability company

By: MEPT McCaffery Strip District Holdings LLC, a Delaware limited liability company, its Member

By: McCaffery Strip District Member LLC, a Delaware limited liability company, its Managing Member

By: Jeff Boyle
Title: Authorized Signatory

Enclosures



CITY OF PITTSBURGH

Department of Mobility and Infrastructure

William Peduto, Mayor

Karina Ricks, Director

Application for an Encroachment on City Dedicated Right-Of-Way

Date March 20, 2020

Applicant Name Smallman Holdings, LLC

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

Address 2000 Smallman Street Suite 205A Pgh PA 15222

Phone Number: (312) 784-2762 Alternate Phone Number: _____

Location of Proposed Encroachment: 1600 Smallman Street

Ward: 2 Council District: _____ Lot and Block 9-6-80

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

Is the existing right-of-way, a street or a sidewalk? Street

Width of Existing Right-of-Way (sidewalk or street): variable (Before encroachment)

Length of Existing Right-of-Way (sidewalk or street): 466' (Before encroachment)

Width of Proposed Encroachment: Variable, up to 15' 4" (see attached drawings)

Length of Proposed Encroachment: 395'

Number of feet the proposed object will encroach into the ROW: Up to 15' 4" (see attached drawing)

Reason for application: Extension and renovation of ramps and docks attached to 1600 Smallman Street building is part of the Redevelopment Project (see cover letter)

*****PLEASE ATTACH ALL ADDITIONAL INFORMATION*****



CITY OF PITTSBURGH

Department of Mobility and Infrastructure

William Peduto, Mayor

Karina Ricks, Director

APPLICANT CHECKLIST

- Letter to the Director
- Property Owners'** Certificate of Insurance – listing the City of Pittsburgh as an additional insured in the amounts listed: Public Liability \$ 100,000.00 - \$ 300,000.00 Property Damage \$ 50,000.00
- Profile picture or drawing with dimensions of the proposed structure to be placed on the site of the encroached property – **STAMPED WITH ZONING APPROVAL**
- Copy of the specifications of the proposed encroachment
- Copy of a survey or plot plan of the property
- Documentation from utility companies stating approval/easement/agreement
- Application Fee \$150 made payable to Treasurer City of Pittsburgh

REMEMBER TO ATTACH ALL REQUIRED INFORMATION. (*Letter to the Director, Property Owner Insurance forms-listing the City of Pittsburgh as an additional insured, maps, specs ,zoning approved drawings, utility documentation, a check for \$150.00*)

For Office Use:

Check for \$150.00 Check # _____ Received Plot Plan or Survey _____

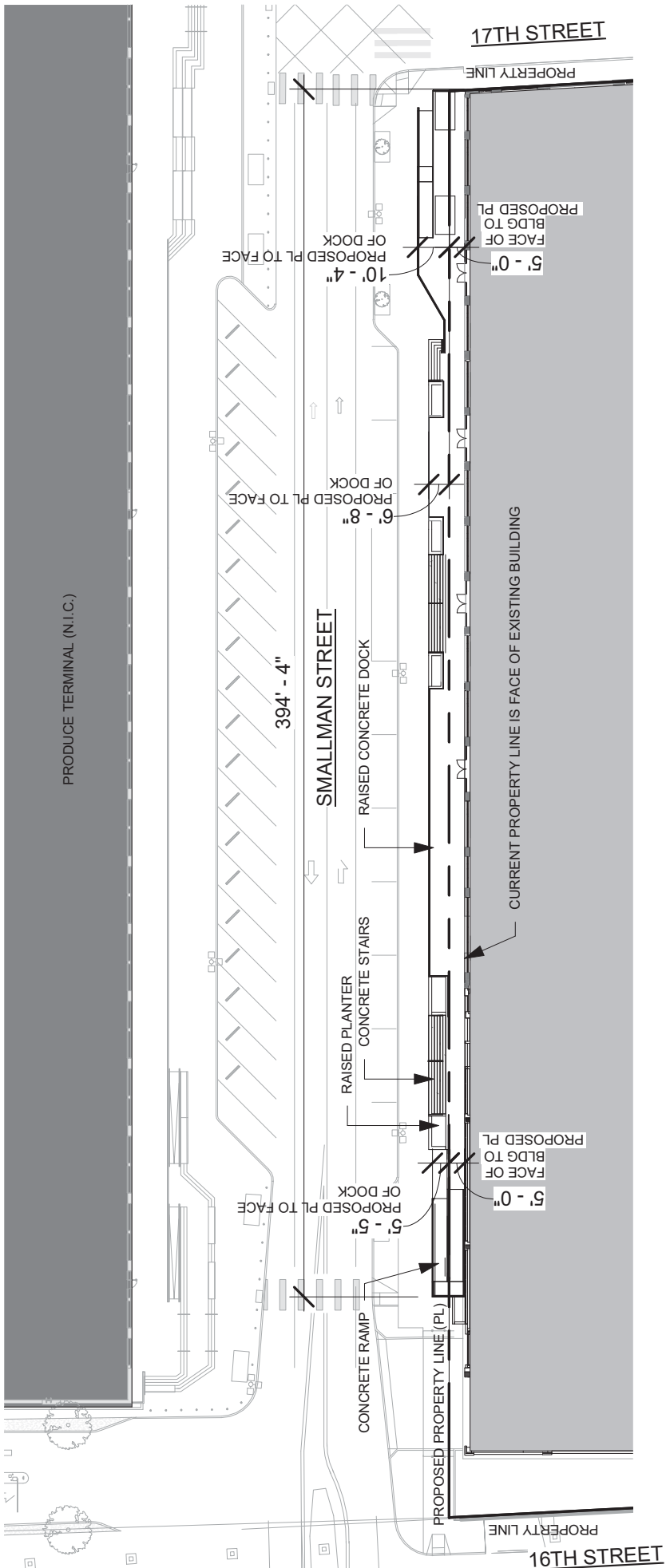
Received Required Insurance _____ Received detailed map of proposed encroachment _____

Received Utility Letters _____

Received drawing or picture of completed project _____

Received picture of proposed encroached property _____

All tax information in compliance _____ delinquent _____



1654 SMALLMAN STREET
MAIN BUILDING

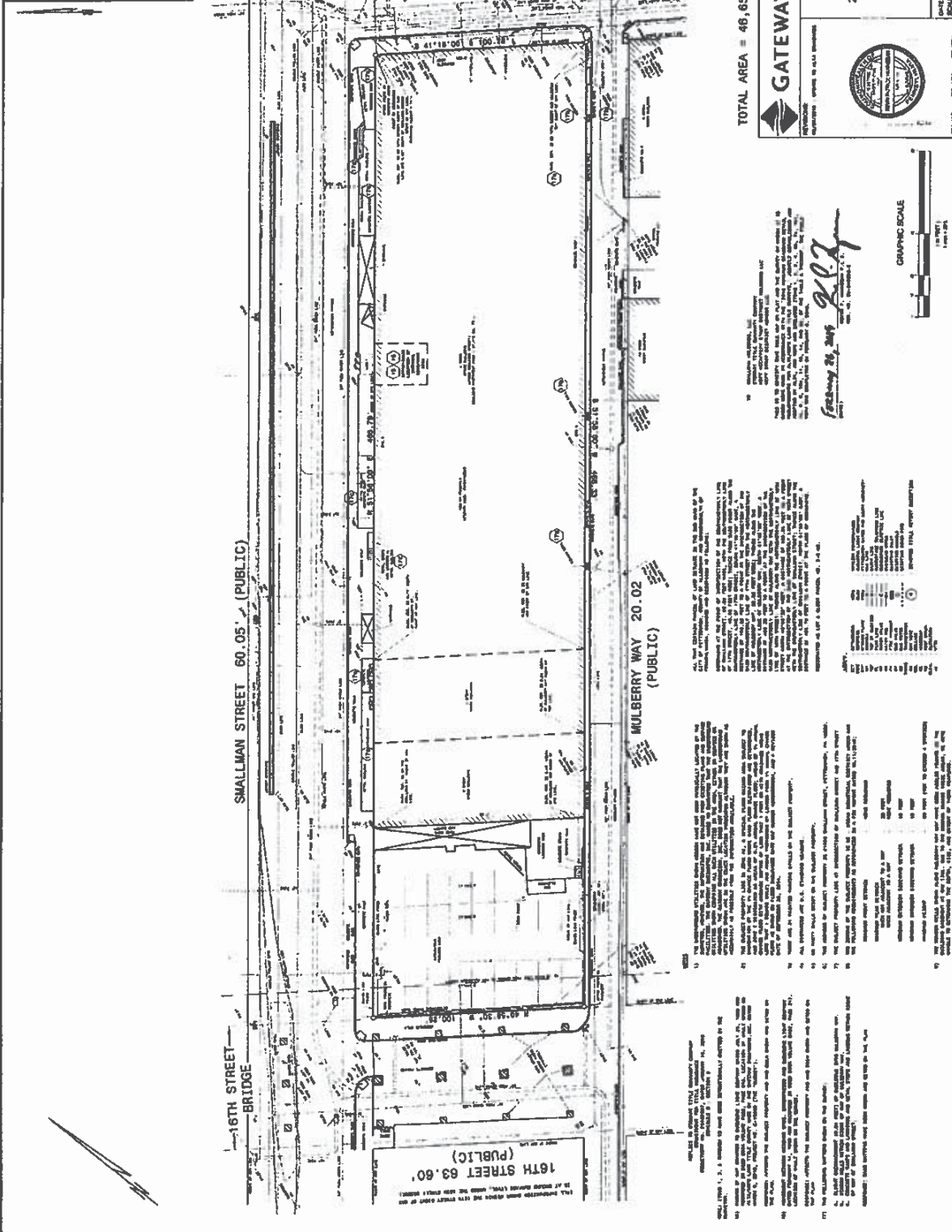
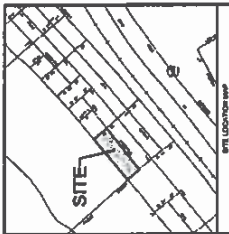
1628 SMALLMAN STREET
GARAGE

1600 SMALLMAN STREET

1600 SMALLMAN ST PITTSBURGH, PA 15222 • 1600 SMALLMAN HOLDINGS, LLC. • Antunovich Associates ©



SITE PLAN
SCALE: 1"= 50'-0"



TOTAL AREA = 46,659 SQ. FT. OR 1.071 ACRES



The Gateway Engineers, Inc.
Full-Service Civil Engineering & Surveying
400 Highway Drive, Suite 200, Pittsburgh, PA 15201
412-261-1100
www.gatewayeng.com

ALTAINSPS
LAND TITLE SURVEY
FOR THE
2ND WARD - CITY OF PITTSBURGH
ALLEGHENY COUNTY, PA

SMALLMAN
HOLDINGS, LLC

DATE: MAY 2, 2018
SCALE: 1" = 20'



Robert J. Smallman
Professional Engineer
No. 10000
State of Pennsylvania



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- 2. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD OR RAILROAD, UNLESS OTHERWISE SPECIFIED.
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May 4, 2020

Smallman Holdings, LLC.
C/O McCaffery Interests, Inc.
2000 Smallman Street
#205A
Pittsburgh, PA 15222

Attn: Pamela Austin

Re: construction of stairs/ramps/raised dock 5' off of the face of the building located on the North East side of Smallman St. between 16th St. 17th St., 2nd Ward, City of Pittsburgh

Ms. Austin,

Duquesne Light has reviewed the area 5' off the face of the building on the North East side of Smallman St. between 16th St. & 17th St. and does not object to McCaffery Interests construction of steps /ramps/raised docks in the area. The construction of the facilities will not impact the accessibility of Duquesne Light Company underground facilities in Smallman St.

Respectfully,

Greg Alan

Greg Alan
Major Account Manager



375 North Shore Drive
Pittsburgh, Pennsylvania 15212

www.peoples-gas.com

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

May 27, 2020

Pamela Austin, Sr. Project Mgr.
Smallman Holdings, LLC
c/o McCaffery Interests, Inc.
2000 Smallman Street – Ste. 205A
Pittsburgh, PA 15222

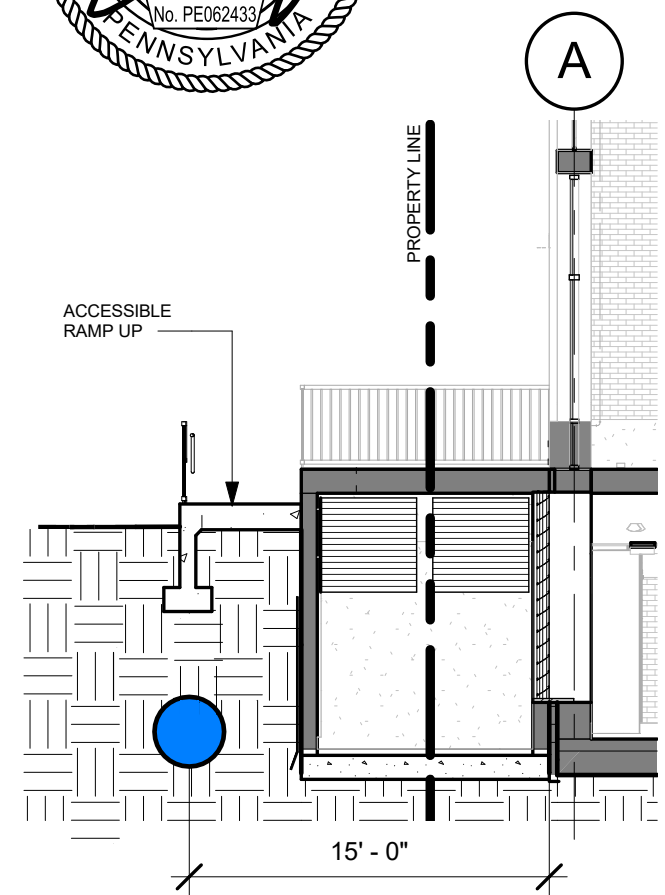
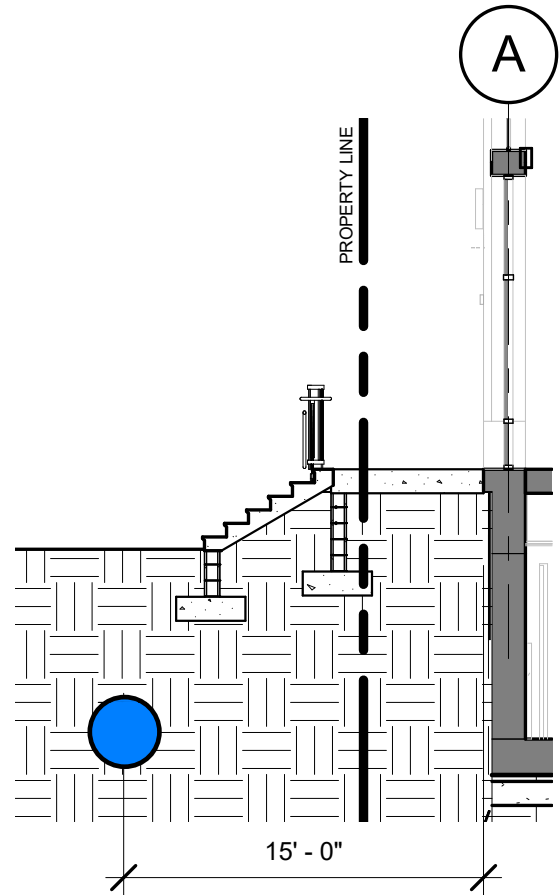
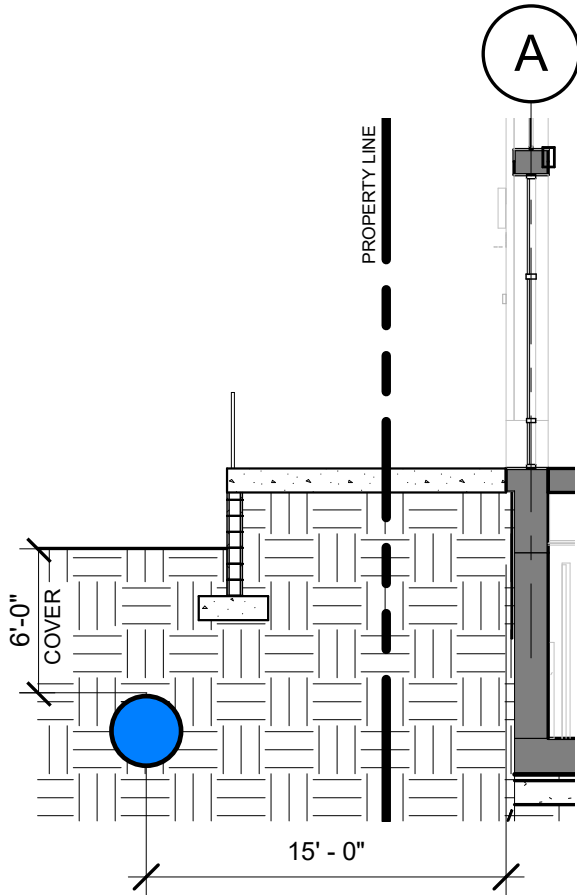
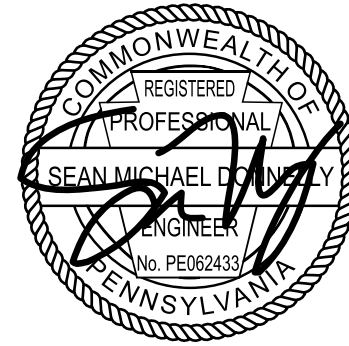
RE: Request to Vacate City Right of Way (Street Vacation)
Portion of Smallman Street between 16th Street & 17th Street
2nd Ward, City of Pittsburgh

Peoples Natural Gas Company (Peoples) has been advised that the City of Pittsburgh (City) is reviewing a request to vacate a portion of Smallman Street between 16th Street and 17th Street in the 2nd Ward, City of Pittsburgh

Peoples has reviewed the area to be vacated. Based on the Exhibit that was submitted to us for review, Peoples does not have any gas facilities that will be affected due to this proposed vacation. Peoples has no objection to the proposed vacation.

Sincerely,

Janice Kraus Saltzman
Land Agent



3 SECTION AT DOCK
1/8" = 1'-0"

2 SECTION AT STAIR
1/8" = 1'-0"

1 SECTION AT VAULT
1/8" = 1'-0"

1600 SMALLMAN STREET

To: Karina Ricks, Director of the Department of Mobility and Infrastructure
From: Will Pickering, PWSA Executive Director
Date: August 26, 2020
Subject: Proposed Encroachment at 1600 Smallman Street

The following is in response to the attached 5/7/2020 request regarding the encroachment into the public right-of-way at 1600 Smallman Street in the 2nd Ward of the City of Pittsburgh.

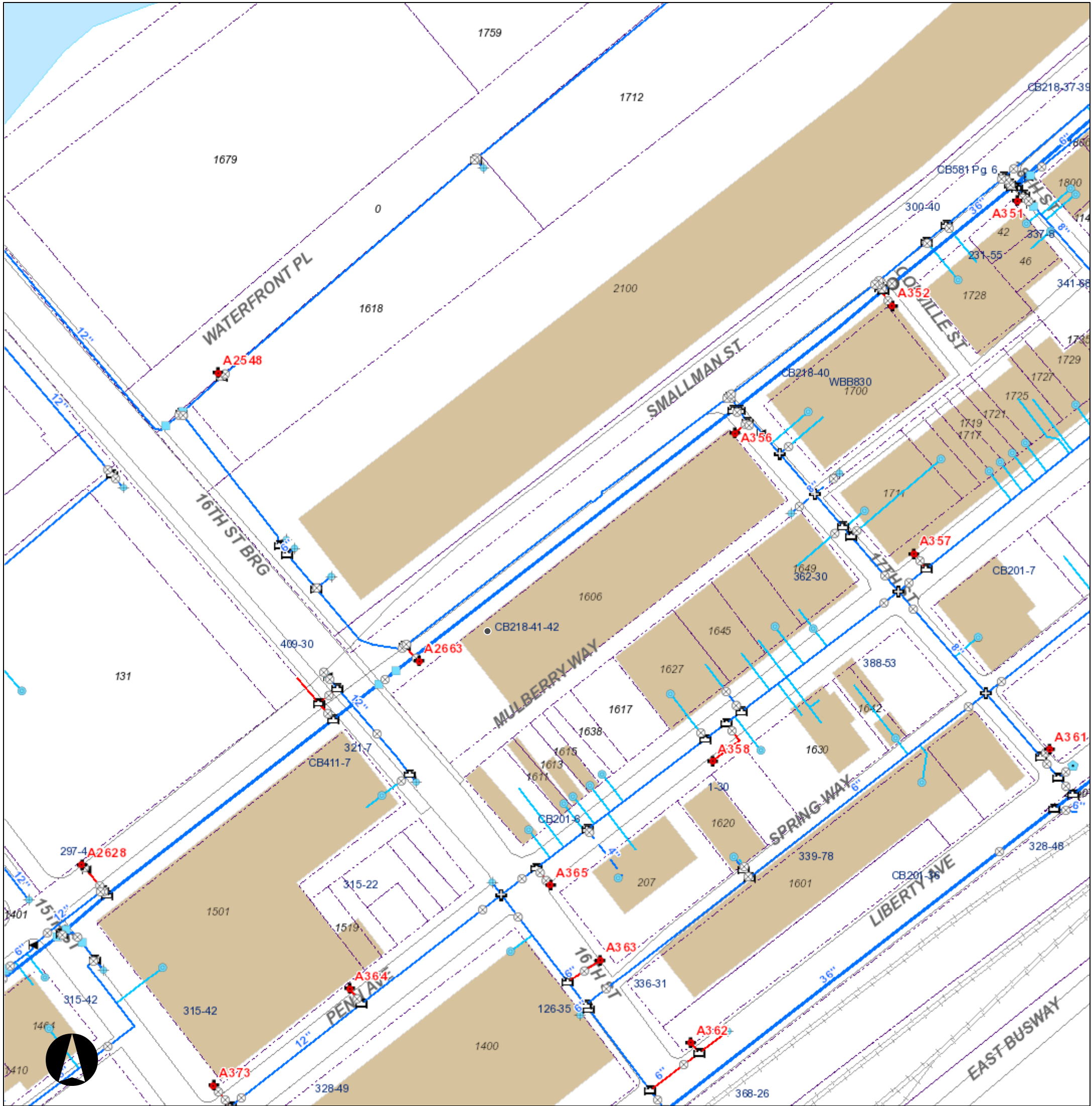
1. The Water Mapping (attached) indicates that there is a 36" PWSA water distribution main that will be impacted. PWSA will require the execution of a Structures Over Facilities Agreement (attached). Please coordinate with Julie Ascioffa at jasciolla@pgh2o.com or 412-606-1233 to complete the agreement .
2. The Sewer Mapping (attached) indicates that there are no known PWSA sewerlines within the area of the proposed encroachment. Please note, PWSA does not maintain records of sewer service laterals and the property owner is responsible for maintenance. We cannot confirm if the private service lateral will be affected.

PWSA has no objection to the proposed encroachment under the conditions set forth above.

JMA

Attachment

1606 Smallman Street Waterline



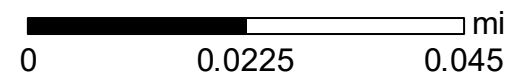
Legend

WATER

- Meter
- Curb Box
- Water System Pump
- Hydrant
- System Valve
- Dividing Pressure Valve
- Coupling
- Tee
- Cross
- Reducer
- End Cap
- Wash Out

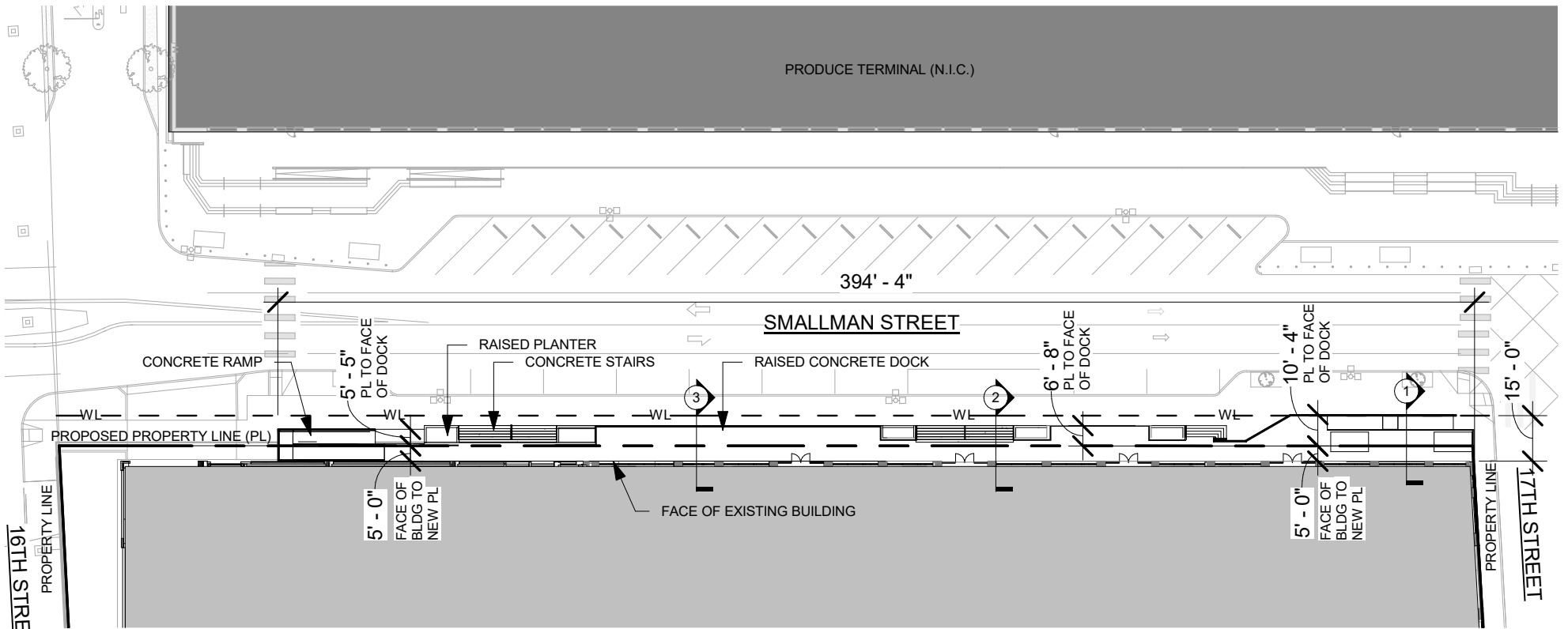
- Pressure Monitoring Station
- Water Manhole
- Rising Main
- Supply Main
- Transmission Main
- Distribution Main
- Hydrant Branch
- Private Main
- Water Service Line
- SEWER**
- Manhole
- Junction
- Inlet

- Private Inlet
- Outfall
- End Cap
- Sewer Pump Station
- Combined Sewer
- Sanitary Sewer
- Storm Sewer
- Regulated Combined Sewer
- Overflow Sewer
- Interceptor
- Sewer Force Main
- Private Sewer
- Undefined Sewer
- Green Infrastructure Underground Facilities



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: 8/26/2020



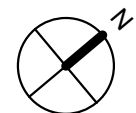
1628 SMALLMAN STREET
GARAGE

1654 SMALLMAN STREET
MAIN BUILDING



1600 SMALLMAN STREET

1600 SMALLMAN ST PITTSBURGH, PA 15222 • 1600 SMALLMAN HOLDINGS, LLC. • Antunovich Associates ©



SITE PLAN
SCALE: 1"= 50'-0"

STRUCTURES OVER FACILITIES AGREEMENT

THIS STRUCTURES OVER FACILITIES AGREEMENT (this "Agreement") is made and entered into this 26 of October 2020 by and among

SMALLMAN HOLDINGS LLC a Limited Liability Company formed under Delaware state law having a place of business at 2000 Smallman Street, Suite 205A, Pittsburgh, PA 15222 (hereinafter the "Owner"),

and

THE PITTSBURGH WATER AND SEWER AUTHORITY, a municipal authority incorporated pursuant to the Municipality Authorities Act of the Commonwealth of Pennsylvania located at 1200 Penn Avenue, Pittsburgh PA, 15222(hereinafter the "PWSA").

WITNESSETH:

WHEREAS, the Owner is the Owner of that certain parcel of land (the "Land") located in the 2nd Ward of the City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania, known as Lot and Block 9-G-80, as more particularly described in that certain deed recorded on March 4, 2019 in the Allegheny County Department of Real Estate at Deed Book Volume 17534, page 420; and

WHEREAS, PWSA is the municipal authority that provides water and sewer service for the area of the City of Pittsburgh in which the Land is located; and

WHEREAS, PWSA maintains a certain public water transmission main and related facilities (the "PWSA Facilities"); and

WHEREAS, in order for the Owner to accomplish the desired development, improvements have been or will be constructed in a portion of the public right of way adjacent to the Land and over certain portions of PWSA Facilities, in the locations depicted on Exhibit A attached hereto (the "Improvements"); and

WHEREAS, PWSA is willing to allow the Improvements pursuant to the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the premises, easements, covenants, conditions, restrictions and encumbrances contained herein, the sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1

STRUCTURES OVER PWSA FACILITIES

1.1. Permitted Improvements. Subject to the terms and conditions contained in Section 1.2 below (collectively, the "Improvement Conditions"), PWSA, on its behalf and on behalf of its successors and assigns, hereby grants to the Owner, and its successors and assigns, the perpetual right to develop, construct, maintain, improve, repair, operate and use the Improvements that are generally identified on Exhibits A and B attached hereto and made part hereof in, on, over and across PWSA Facilities.

1.2. Improvement Conditions.

(a) Owner shall construct, improve and replace the Improvements in a good and workmanlike manner, in accordance with applicable laws and regulations in all material respects.

(b) Only those Improvements shown or that are generally identified on Exhibits A & B attached hereto and made part hereof, shall be installed, constructed, or permitted to remain on, in, or under the Land. Subject to Section 1.2(f) herein, construction drawings, plans, and specifications, including drawings containing plan view, profile and cross sections, showing improvements or structures to be constructed over PWSA Facilities shall be delivered to PWSA prior to the construction thereof in order to confirm compliance with this Agreement. The Owner further agrees that no Improvements, except the Improvements already constructed in accordance with Exhibits A & B attached hereto, shall be constructed without PWSA's prior written approval, which shall not be unreasonably withheld or delayed. Within ninety (90) days of completion of construction of any Improvements other than the Improvements already constructed in accordance with Exhibits A & B attached hereto, Owner shall prepare and submit to PWSA as-built record drawings, as reasonably required by PWSA, for such portion of the Improvements.

(c) PWSA shall have the right to observe and inspect such construction at no cost to the Owner. The construction of any Improvements shall be performed expeditiously, with due care, and in a manner that is reasonably calculated to minimize vibratory loading of PWSA Facilities.

(d) Owner shall indemnify and hold harmless PWSA from and against any and all damages to PWSA Facilities that directly result from the Improvements that are or will be constructed in, on over or across PWSA Facilities.

(e) Owner shall repair, at its sole cost and expense, any damage to the Improvements that results from PWSA's reasonable efforts to gain access to PWSA Facilities if PWSA is not able to gain such access otherwise, provided, however, that PWSA agrees to exercise due care and to provide Owner written notice and a reasonable opportunity to discuss alternatives with PWSA prior to PWSA causing any such damage to the Improvements, and PWSA otherwise complies with Article 2 of this Agreement.

(f) PWSA agrees and acknowledges that the Improvements depicted on Exhibits A & B have been completed, that all Improvement Conditions for the initial construction of such Improvements have been satisfied, and no further approvals from PWSA shall be required relating to the construction of the Improvements as depicted on Exhibits A & B.

(g) Notwithstanding anything to the contrary in this Agreement, PWSA's approval rights relating to the construction, maintenance and repair of the Improvements shall be limited to the effect of such Improvements on the structural stability and operation of PWSA Facilities.

(h) For any matters requiring PWSA approval, PWSA shall give its approval or disapproval (giving general reasons in case of disapproval) within thirty (30) days after

delivery to PWSA of such request and all drawings, plans and specifications reasonably necessary for PWSA to make such determination.

ARTICLE 2

REPAIR OF PWSA FACILITIES

2.1 Grant of License to PWSA. Subject only to the restrictions contained in this Article 2, Owner gives and grants to PWSA, its agents, contractors, servants and employees, the right, license and privilege to enter upon the Land and Improvements at all times and with all personnel, materials and equipment necessary and convenient to the use of PWSA Facilities. PWSA shall take all reasonable means necessary to minimize damage to or other interference with the Land and Improvements or the use or operation thereof by Owner or any tenants thereof. If no emergency exists, PWSA shall give 48 hours' notice and shall enter the Land and Improvements only during normal business hours, or such other times as the Owner may reasonably designate to minimize interruption with the use and operation of the Improvements. In the event of an emergency, as determined by the Executive Director of PWSA or his designee in their reasonable discretion, PWSA or its agents may enter the Land and Improvements immediately for the purpose of undertaking corrective action. Notwithstanding anything to the contrary contained in this Agreement, PWSA shall provide Owner written notice and a reasonable opportunity to discuss alternatives with PWSA prior to PWSA causing any such damage to the Improvements.

2.2 Excess Repair Cost. If PWSA Facilities shall require repairs, replacement or reconstruction ("Repair Work"), PWSA shall cause the same to be made in good workmanlike condition, as expeditiously and as efficiently as possible, and in compliance with all applicable laws. Owner shall reimburse PWSA for the portion of the reasonable cost of such repairs, replacement or reconstruction that is equal to the amount, if any, which is in excess of the cost which would have been incurred by PWSA had the Improvements not been built thereon (the "Excess Repair Cost").

(a) With respect to any Repair Work that may necessitate Excess Repair Cost, PWSA shall submit plans therefore to Owner for its review and approval, which shall not be unreasonably withheld, delayed or conditioned, prior to the commencement of non-emergency Repair Work. PWSA shall also submit an analysis of the problem to be addressed by said work, which analysis (a) shall be performed by an engineer and shall include an identification of the problem, the cause of the problem and the work proposed to address the problem, (b) all estimated unit costs for labor, equipment and materials, (c) all assumptions made in determining the scope of the work and the determination of an estimate of the Excess Repair Cost, and (d) any and all other facts Owner deems relevant for the purposes of determining the scope of the Repair Work and the Excess Repair Cost. Owner shall provide comments, including objections and/or alternative proposals, to PWSA within thirty (30) days of the receipt of the Engineer's analysis, and PWSA will incorporate reasonable changes to the analysis and the plans as a result thereof. In the event of an emergency, as reasonably determined by PWSA, in which Repair Work is required before analysis can be prepared and presented for Owner's review, PWSA shall submit the analysis to Owner in a reasonable time and be allowed to proceed with said Repair Work without waiving its rights herein.

(b) If, during the prosecution of any such Repair Work, it is necessary to change the plans and/or specification therefore and such change would have the effect of increasing the amount of the Excess Repair Cost, PWSA shall cause the Engineer to prepare and submit to Owner a detailed revised analysis. Within thirty (30) days of receipt of the revised analysis, Owner shall provide comments thereto, including objections and alternative proposals, to PWSA, and PWSA will cause the Engineer to incorporate reasonable changes to the analysis and the plans as a result thereof

(c) Following completion of all Repair Work, PWSA shall submit a final determination of the total reasonable cost thereof and a proposed determination of the Excess Repair Cost, if any, which determination shall be made in a manner which is consistent with PWSA's original analysis (as modified by any revised analysis). Owner shall pay to PWSA the amount of the Excess Repair Cost within sixty (60) days after the final determination thereof. If, after PWSA has considered Owner's comments, Owner continues to disagree with PWSA's proposed determination of Excess Repair Cost, the issue shall be submitted to a third-party professional engineer registered in the Commonwealth of Pennsylvania. The engineer shall be selected by PWSA and Owner, and PWSA and Owner shall be equally responsible for the costs of such engineer. The engineer shall prepare its estimate of the Excess Repair Cost, which shall be binding on the parties.

ARTICLE 3 RELEASE AND INDEMNITY

Owner does hereby release and forever discharge PWSA, its officers, servants, agents or employees, and does hereby agree to indemnify, defend save and hold harmless PWSA, its officers, servants, agents or employees of and from any and all claims, demands, damages, actions, causes of action, judgments, suits of any kind of nature whatsoever, in law or in equity, and costs and expenses, including reasonable attorneys' fees and other costs of defense (collectively, "Claims"): (a) on account of all injuries, including death, and/or damages, known or unknown, to property related directly to the design and construction of the Improvements and/or any future development of Improvements over or across PWSA Facilities; and (b) arising out of or relating to the design and construction of the Improvements, and incurred by PWSA due to any failure of Owner to have the Improvements constructed in accordance with the plans and specifications as required by this Agreement.

ARTICLE 4 MISCELLANEOUS

4.1 Notices. Any notice required, permitted or given under this Agreement shall be in writing and shall be deemed to have been given upon deposit in the United States Mail as Certified Mail, Return Receipt Requested, postage prepaid, and addressed to the party being notified at the address given below (or such other address which any party may designate for itself from time to time hereafter by written notice to the other parties):

As to Smallman Holdings, LLC:

2000 Smallman Street, Suite 205A
Pittsburgh, PA 15222

As to PWSA:
Pittsburgh Water and Sewer Authority
Penn Liberty Plaza I
1200 Penn Avenue
Pittsburgh, PA 15222
Attention: Executive Director
CC: Director of Engineering

Except as herein otherwise provided, any such notice shall be deemed to be given or delivered at the time of mailing. In addition to notice by mail, any party may give notice to the other by national overnight delivery service, which notice shall be deemed to have been given or delivered upon delivery to such overnight delivery service.

4.2 Rights of Successors. The easements, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes running with the land. This Agreement shall bind and inure to the benefit of the parties hereto, and their respective successors and assigns. Owner shall record, at its cost, this Agreement with the Department of Real Estate of Allegheny County, Pennsylvania, providing evidence thereof to PWSA.

4.3 Eminent Domain. Nothing herein shall be construed to give any party any interest in any award or payment made to the other party in collections with any exercise of eminent domain or transfer in lieu thereof affecting another party's interest in the Land or giving the public or any government any rights in the Land. In the event of any exercise of eminent domain or transfer in lieu thereof of any part of the Land, the award attributable to the land and Improvements of such portion so taken shall be payable only to the Owner thereof, and no claim thereon shall be made by the other parties.

4.4 Document Execution, Modification and Cancellation. It is understood and agreed that until this document is fully executed by all of the parties hereto, there is not and shall not be an agreement of any kind between the parties hereto upon which any commitment, undertaking or obligation can be founded. This Agreement (including exhibits) may be modified or canceled only by a writing signed by all of the parties hereto.

4.5 Incorporation of Recitals. The above-written recitals are incorporated herein by reference.

4.6 Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof

4.7 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof.

4.8 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without regard to conflicts of laws principles.

4.9 Authority. This Agreement is entered into by the PWSA pursuant to Resolution No.64 of 2019, approved May 24, 2019.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES ON FOLLOWING PAGE]**

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

SMALLMAN HOLDINGS LLC

By: 
Title: AUTHORIZED SIGNATORY

THE PITTSBURGH WATER AND SEWER AUTHORITY

By: Will Pickering
Executive Director

Approved as to form:

Shannon F. Barkley
Legal Counsel for PWSA

Edward Barca
Finance Director for PWSA

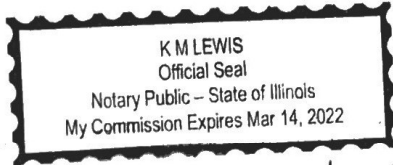
STATE OF ILLINOIS

COUNTY OF COOK

) SS:
)

On this 13 day of October, A.D., 2020, before me a Notary Public, the undersigned officer, personally appeared JEFF BOYLE, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the foregoing instrument for the purposes therein contained.

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



K M Lewis
Notary Public

My Commission Expires: 3/14/2022

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

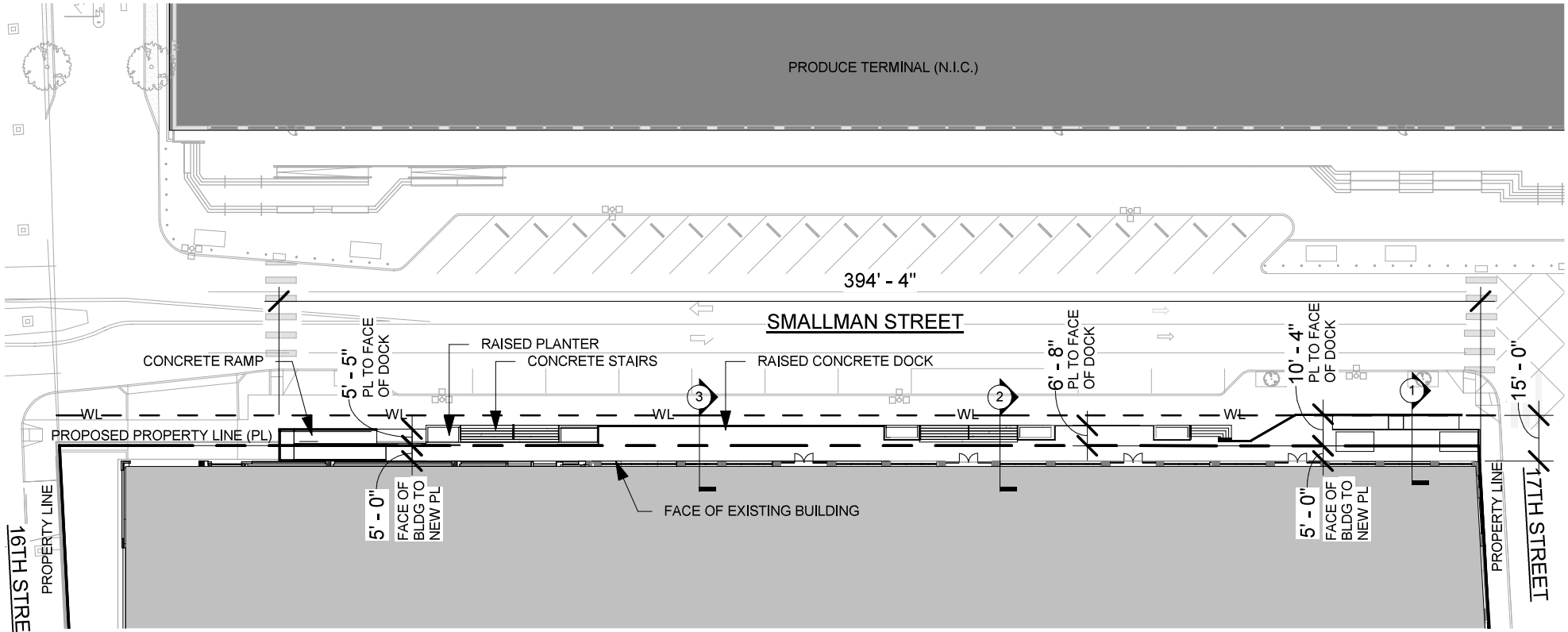
On this ____ day of _____, A.D., 20____, before me a Notary Public, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of Pittsburgh Water and Sewer Authority and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

My Commission Expires: _____

EXHIBIT A
STRUCTURES OVER PWSA FACILITIES



1628 SMALLMAN STREET
GARAGE

1654 SMALLMAN STREET
MAIN BUILDING



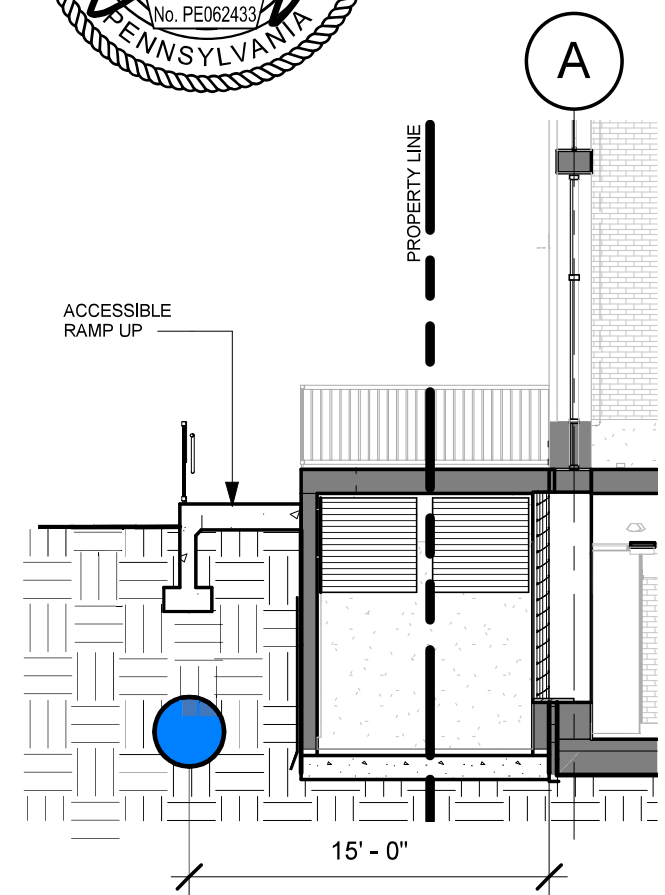
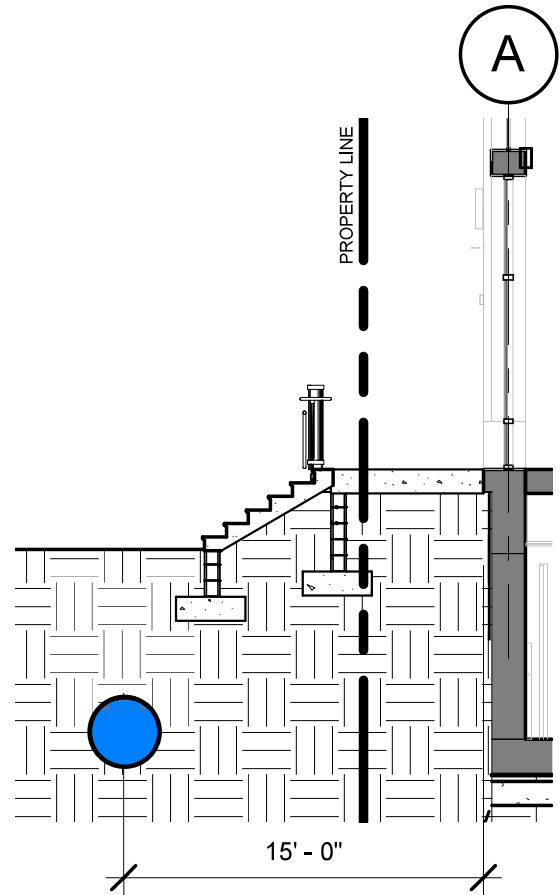
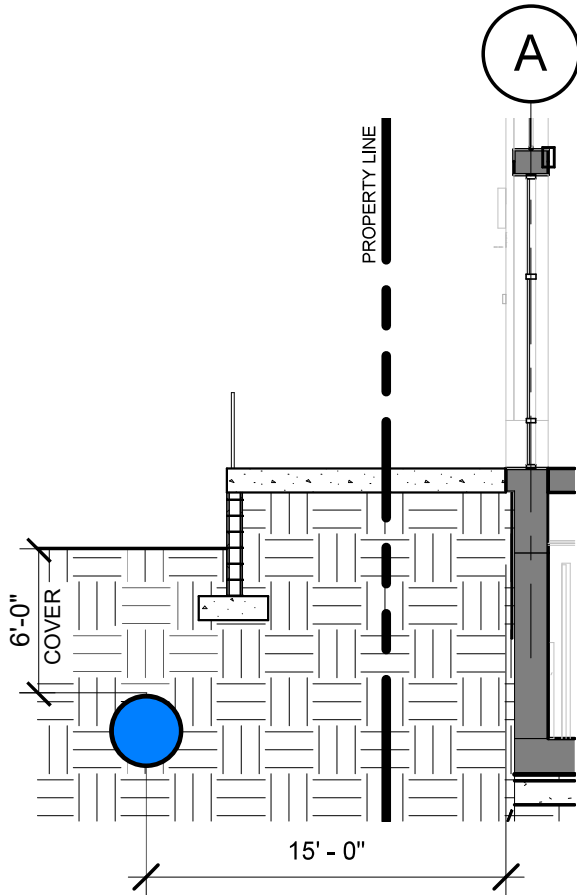
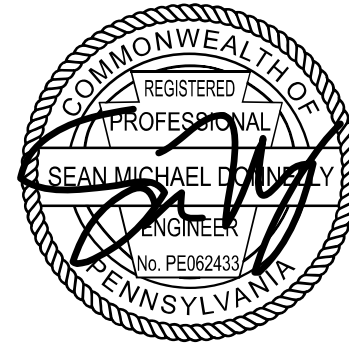
1600 SMALLMAN STREET

1600 SMALLMAN ST PITTSBURGH, PA 15222 • 1600 SMALLMAN HOLDINGS, LLC. • Antunovich Associates ©



SITE PLAN
SCALE: 1"= 50'-0"

EXHIBIT B
STRUCTURE DRAWING



3 SECTION AT DOCK
1/8" = 1'-0"

2 SECTION AT STAIR
1/8" = 1'-0"

1 SECTION AT VAULT
1/8" = 1'-0"

1600 SMALLMAN STREET



EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)
04/30/2020

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

PRODUCER NAME, CONTACT PERSON AND ADDRESS Willis Towers Watson Insurance Services West, Inc. fka Willis of Texas, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	PHONE (A/C, No, Ext): 1-877-945-7378	COMPANY NAME AND ADDRESS Lloyd's One Lime Street London, EC3M7HA	NAIC NO: B7874
FAX (A/C, No): 1-888-467-2378	E-MAIL ADDRESS: certificates@willis.com	IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH	
CODE:	SUB CODE:	POLICY TYPE Builders Risk	
AGENCY CUSTOMER ID #:		LOAN NUMBER	POLICY NUMBER B128417768W19
NAMED INSURED AND ADDRESS Produce Terminal Holdings, LLC & Smallman Holdings, LLC 225 North Shore Drive Pittsburgh, PA 15219		EFFECTIVE DATE 03/29/2019	EXPIRATION DATE 10/10/2020 <input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
ADDITIONAL NAMED INSURED(S)	THIS REPLACES PRIOR EVIDENCE DATED:		

PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) BUILDING OR BUSINESS PERSONAL PROPERTY

LOCATION / DESCRIPTION

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION	PERILS INSURED	BASIC	BROAD	SPECIAL	<input checked="" type="checkbox"/> Builders' Risk
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE:	\$ 93,334,099				DED: 20,000
<input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> RENTAL VALUE		<input checked="" type="checkbox"/>			If YES, LIMIT: 7,872,000 <input checked="" type="checkbox"/> Actual Loss Sustained; # of months:
BLANKET COVERAGE		<input checked="" type="checkbox"/>			If YES, indicate value(s) reported on property identified above: \$ 7,872,000
TERRORISM COVERAGE		<input checked="" type="checkbox"/>			Attach Disclosure Notice / DEC
IS THERE A TERRORISM-SPECIFIC EXCLUSION?		<input checked="" type="checkbox"/>			
IS DOMESTIC TERRORISM EXCLUDED?		<input checked="" type="checkbox"/>			
LIMITED FUNGUS COVERAGE		<input checked="" type="checkbox"/>			If YES, LIMIT: DED:
FUNGUS EXCLUSION (If "YES", specify organization's form used)		<input checked="" type="checkbox"/>			Manuscript Exclusion
REPLACEMENT COST		<input checked="" type="checkbox"/>			
AGREED VALUE		<input checked="" type="checkbox"/>			
COINSURANCE		<input checked="" type="checkbox"/>			If YES, %
EQUIPMENT BREAKDOWN (If Applicable)		<input checked="" type="checkbox"/>			If YES, LIMIT: Included DED: 20,000
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg		<input checked="" type="checkbox"/>			If YES, LIMIT: Included DED: 20,000
- Demolition Costs		<input checked="" type="checkbox"/>			If YES, LIMIT: 2,047,435 DED: 20,000
- Incr. Cost of Construction		<input checked="" type="checkbox"/>			If YES, LIMIT: 2,047,435 DED: 20,000
EARTH MOVEMENT (If Applicable)		<input checked="" type="checkbox"/>			If YES, LIMIT: 93,334,099 DED: 20,000
FLOOD (If Applicable)		<input checked="" type="checkbox"/>			If YES, LIMIT: 93,334,099 DED: 75,000
WIND / HAIL INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:		<input checked="" type="checkbox"/>			If YES, LIMIT: 93,334,099 DED: 50,000
NAMED STORM INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:		<input checked="" type="checkbox"/>			If YES, LIMIT: 93,334,099 DED: 50,000
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS		<input checked="" type="checkbox"/>			

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

CONTRACT OF SALE	LENDER'S LOSS PAYABLE <input type="checkbox"/> LOSS PAYEE	LENDER SERVICING AGENT NAME AND ADDRESS
MORTGAGEE	<input checked="" type="checkbox"/> Additional Insured	
NAME AND ADDRESS City of Pittsburgh 414 Grant Street Pittsburgh, PA 15219		AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Insurance Services West, Inc. fka Willis of Texas, Inc.		NAMED INSURED Produce Terminal Holdings, LLC & Smallman Holdings, LLC 225 North Shore Drive Pittsburgh, PA 15219	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 28 **FORM TITLE:** Evidence of Commercial Property

Terrorism and Sabotage Coverage:
 Carrier Lloyds Underwriters
 Policy Number: B080114168L19
 Limit: \$111,000,000
 Deductible: \$20,000
 Soft Costs/DSU: 18 days each occurrence

Proof of coverage for Encroachment permit for 1600 Smallman Street and the Produce Terminal Building.

Certificate holder is included as an Additional Insured as respects to Builders Risk coverage.