



Legislation Details (With Text)

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**Type:** Resolution      **Status:** Passed Finally

**File created:** 5/27/2016      **In control:** Committee on Public Works

**On agenda:** 6/1/2016      **Final action:** 6/14/2016

**Enactment date:** 6/14/2016      **Enactment #:** 343

**Effective date:** 6/21/2016

**Title:** Resolution granting unto unto Eastside Limited Partnership III, the Land Owner, and Eastside III TOD, LLC the Land Leasee, with both entities residing at 535 Smithfield Street, Suite 715, Pittsburgh, PA 15222, their successors and assigns, an encroachment to construct, maintain and use at their own cost and expense, building enroachments for Eastside III at 177 S. Highland Avenue, Stevenson Place, 6100 Centre Avenue in the 7th Ward, 8th Council District of the City of Pittsburgh.

**Sponsors:**

**Indexes:** ENCROACHMENTS & EASEMENTS

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
6/21/2016	1	Mayor	Signed by the Mayor	
6/14/2016	1	City Council	Passed Finally	Pass
6/8/2016	1	Standing Committee	AFFIRMATIVELY RECOMMENDED	Pass
6/1/2016	1	City Council	Read and referred	

Resolution granting unto unto Eastside Limited Partnership III, the Land Owner, and Eastside III TOD, LLC the Land Leasee, with both entities residing at 535 Smithfield Street, Suite 715, Pittsburgh, PA 15222, their successors and assigns, an encroachment to construct, maintain and use at their own cost and expense, building enroachments for Eastside III at 177 S. Highland Avenue, Stevenson Place, 6100 Centre Avenue in the 7<sup>th</sup> Ward, 8<sup>th</sup> Council District of the City of Pittsburgh.

That, Eastside Limited Partnership III, the Land Owner, and Eastside III TOD, LLC the Land Leasee, with both entities residing at 535 Smithfield Street, Suite 715, Pittsburgh, PA 15222, their successors and assigns, are hereby granted the privilege to construct, maintain and use at their own cost and expense, On S. Highland a steel canopy fourteen inches (14”) above grade projecting four feet, two inches (4’2”) over the sidewalk.

On Stevenson Place, steel entry stoops on grade encroaching four feet (4’) into the sidewalk, steel balconies with a minimum height of sixteen feet (16’) above grade projecting six inches (6”) over the side walk, and a building projection with a minimum height of fourteen feet (14’) above grade projecting twelve inchess (12”) over the sidewalk, pedestrian light posts along the ROW and festoon lighting spanning over the pedestrian and vehicular ROW at a minimum of eighteen feet (18’).

On Annie Place, a building projection with a minimum height above grade of twenty eight feet (28’), projecting nine inches (9”) over the sidewalk, and steel railings with a minimum height of twenty nine (29’) above grade, projecting over the sidewalk one foot two inches (1’2”), pedestrian posts along the ROW.

On Centre Avenue a steel canopy with a minimum height above grade of ten feet (10’), projecting over the sidewalk three inches (3”).

On Penn Avenue, a steel canopy with a minimum height of eight feet (8') above grade projecting over the sidewalk four feet (4') , and a building projection with a minimum height above grade of twenty four feet (24'), projecting up to seven feet six inches (7'6") over the sidewalk. Additionally, linear extruded fluorescent lamps, all privately owned and maintained, Type C Bega lighting per exhibit A to be used, on Stevenson Place, in the 7<sup>th</sup> Ward, 8<sup>th</sup> Council District of the City of Pittsburgh.

**Be it resolved by the Council of the City of Pittsburgh as follows:**

**Section 1.** The said encroachment shall conform to the provisions of their resolution and in accordance with the Plan identified as Accession D-805 on file in the Division of Surveys, Department of Public Works.

**Section 2.** The said Grantee prior to the beginning of the construction of said encroachment shall submit to the Director of the Department of Public Works of the City of Pittsburgh a complete set of plans, in triplicate, showing the location and all details of said construction. Said plans and said construction shall be subject to the approval and supervision of the Director of the Department of Public Works.

**Section 3.** The encroachment herein granted shall be subject and subordinate to the rights of the City of Pittsburgh and its powers and supervision over City streets, and also to Resolutions of the City of Pittsburgh relating thereto, and to the provisions of any general Resolutions which have been or may be hereafter passed relating to said construction, maintenance and its use on City streets and compensation for same.

**Section 4.** The said Grantee shall bear the full cost and expense of the repair of any street pavement damaged, repair of sewer, water lines and other surface and sub-surface structures which may be in any way damaged or disturbed by reason of the construction, maintenance, use and operation of said construction. All work, including the repaving and repairing of any portion of the street damaged, shall be done in the manner and at such times as the Director of the Department of Public Works may order and shall be subject to their approval and supervision.

**Section 5.** The rights and privileges granted by their Resolution are granted upon the express condition that the City of Pittsburgh, without liability, reserves the right to cause the removal of said construction upon giving to the said Grantee at least three (3) months written notice through the proper officers, pursuant to a resolution of Council, to the said Eastside Limited Partnership III, the Land Owner, and Eastside III TOD, LLC the Land Leasee, with both entities residing at 535 Smithfield Street, Suite 715, Pittsburgh, PA 15222, their successors and assigns, to that effect and that the said Grantee shall when so notified at the expiration of the said three (3) months forthwith remove said construction and replace street to its original condition at their own cost and expense.

**Section 6.** That Eastside Limited Partnership III, the Land Owner, and Eastside III TOD, LLC the Land Leasee, with both entities residing at 535 Smithfield Street, Suite 715, Pittsburgh, PA 15222, or the City of Pittsburgh, for damages to persons or property by reason of the construction, maintenance and use of said encroachment and it is a condition of their grant that the City of Pittsburgh assumes no liability for damage to either persons, or property on account of their grant, and that Eastside Limited Partnership III, the Land Owner, and Eastside III TOD, LLC the Land Leasee, with both entities residing at 535 Smithfield Street, Suite 715, Pittsburgh, PA 15222,, for themselves, their successors and assigns, shall, by accepting the terms of their Resolution, hereby indemnify, save harmless and defend the City of Pittsburgh from any and all damages and claims for damages arising by reason of said construction, maintenance and use.

**Section 7.** That Eastside Limited Partnership III, the Land Owner, and Eastside III TOD, LLC the Land Leasee, with both entities residing at 535 Smithfield Street, Suite 715, Pittsburgh, PA 15222, shall maintain in

effect during the entire period of their license the following insurance for the protection of the City of Pittsburgh, all premiums being at the expense of the licensee, which insurance shall be non-cancelable except upon thirty (30) days written notice to said City and which insurance shall cover and name said City as an additional insured:

Public Liability	\$ 100,000.00 - \$ 300,000.00
Property	\$ 50,000.00
Damage	

Prior to commencement of their license and as required by said City, from time to time licensee shall submit proof of the above insurance in form of a certificate, duly attested by the proper officers or authorized representatives of a responsible insurance company.