



Legislation Details (With Text)

**File #:** 2023-2121      **Version:** 1

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

**File created:** 11/3/2023      **In control:** Committee on Public Works and Infrastructure

**On agenda:** 11/6/2023      **Final action:** 11/20/2023

**Enactment date:** 11/20/2023      **Enactment #:** 773

**Effective date:** 11/22/2023

**Title:** Resolution authorizing the City of Pittsburgh and the Director of the Department of Finance to enter into a permanent easement agreement or agreements with Duquesne Light Company to provide, install, use, own, operate, maintain, repair, renew, and finally remove one (1) anchor attached to pole #DLS367618 located upon city-owned property in Homewood Park (Parcel 0125-S000150-0000-00) at no cost to the City.

**Sponsors:**

**Indexes:** ENCROACHMENTS & EASEMENTS

**Code sections:**

**Attachments:** 1. 2023-2121 Cover Letter-DL Easement, 2. 2023-2121 Exhibit A\_926938 City of Pgh anc agmt, 3. Summary 2023-2121

Date	Ver.	Action By	Action	Result
11/22/2023	1	Mayor	Signed by the Mayor	
11/20/2023	1	City Council	Passed Finally	Pass
11/14/2023	1	Standing Committee	Affirmatively Recommended	Pass
11/6/2023	1	City Council	Read and referred	

Resolution authorizing the City of Pittsburgh and the Director of the Department of Finance to enter into a permanent easement agreement or agreements with Duquesne Light Company to provide, install, use, own, operate, maintain, repair, renew, and finally remove one (1) anchor attached to pole #DLS367618 located upon city-owned property in Homewood Park (Parcel 0125-S000150-0000-00) at no cost to the City.

**WHEREAS**, the Grantor is the owner in fee simple of that certain parcel of real property located in the 13<sup>th</sup> Ward of the City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania, being known as 540 N Lang Ave, Pittsburgh, PA 15208, being identified as Block and Lot No. 0125-S000150-0000-00 in the Allegheny County Department of Real Estate, as more particularly shown on Exhibit “A” attached hereto (the “Property”).

**WHEREAS**, the Grantee wishes to install one anchor to pole #DLS367618, together with the guy wires and other apparatus thereto upon the Property;

**WHEREAS**, the Grantee’s work upon the Property is necessary so as to allow Grantee to move existing poles across N Lang Ave and so as to remove an electric line that crosses the Pittsburgh Regional Transit (“PRT”) rail line and nearby railroad;

**WHEREAS**, the Grantee’s work will facilitate associated improvements to Homewood Park

**WHEREAS**, the City is willing to provide a permanent easement to Duquesne Light to install, use, own, operate, maintain, repair, renew, and finally remove one (1) anchor attached to pole #DLS367618, together with the guy wires and other apparatus thereto upon, over, under, along, across, and through certain portions of Parcel 0125-S000150-0000-00, as shown in Exhibit A.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor and Duquesne Light agree as follows:

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

**Section 1.** The Grantor does hereby irrevocably grant, sell and convey to Grantee the following: A perpetual, non-exclusive easement and right-of-way over, upon, and through the Easement Area (as shown in Exhibit A) for purposes of installing, using, owning, operating, maintaining, repairing, renewing, and finally removing one (1) anchor attached to pole #DLS367618, together with the guy wires and other apparatus thereto (“Anchor Easement”). Grantee shall not use the Easement Area for any other purposes other than those purposes stated herein.

The Grantor, its servants, agents, employees, contractors, invitees, tenants, subtenants, licensees, representatives, heirs, successors and assigns (the foregoing, collectively, the “Grantor Parties”), shall have the continuing right to use the Easement Area for all purposes not inconsistent with the rights granted to Grantee hereunder.

**Section 2.** The Easement will be held permanently by Grantee so long as 1) the same may be useful or necessary and 2) the use is held in accordance with the terms of this Agreement.