



Text File

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Committee: Committee on Public Works

Status: Passed Finally

Resolution vacating a portion of Stoebner Way from Larimer Avenue southeasterly an average distance of 123.47 feet, in the 12th Ward, 9th Council District of the City of Pittsburgh.

WHEREAS, the Housing Authority of the City of Pittsburgh (“HACP”) and McCormack Baron Salazar (“MBS”) have requested this vacation of a portion of a presently open and used right-of-way; and

WHEREAS, after review, the City of Pittsburgh’s (the “City”) Department of Mobility and Infrastructure (“DOMI”) recommends that said vacation be granted subject to certain terms and conditions; and

WHEREAS, the City of Pittsburgh wishes to grant said vacation.

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

Section 1. The City vacates a portion of right-of-way (“Stoebner Way Parcel”) described as follows:

All that certain portion of Stoebner Way, 20.00 feet wide, to be vacated, situate in the 12th Ward, City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, which is more particularly bounded and described as follows, to wit:

Beginning at a point at the intersection of the southwesterly right of way line of Stoebner Way, 20.00 feet wide, and the southeasterly right of way line of Larimer Avenue, 45.00 feet wide; thence from said point of beginning by the southeasterly right of way line of Larimer Avenue N 62' 46' 28" E a distance of 20.57 feet to a point on the northeasterly right of way line of said Stoebner Way; thence by the northeasterly right of way line of said Stoebner Way S 40' 42' 02" E a distance of 121.08 feet to a point; thence by a line through said Stoebner Way S 49' 17' 58" W a distance of 20.00 feet to a point on the southwesterly right of way line of said Stoebner Way; thence by the southwesterly right of way line of said Stoebner Way N 40' 42' 02" W a distance of 125.87 feet to a point at the intersection of the southwesterly right of way line of said Stoebner Way and the southeasterly right of way line of said Larimer Avenue, at the point of beginning. Stoebner Way was laid out in the Thomas A. Mellon Plan of Lots “Collins Park” #880.

Containing an area of 2,470 square feet or 0.057 acre.

Section 2. The vacation of the Stoebner Way Parcel shall not become effective unless and until the underlying fee simple owners of the Stoebner Way Parcel and below referenced Project Parcel, including the HACP and/or its development partner MBS, executes and records, at its own expense, one or more agreements, in form reasonably satisfactory to the City, granting the following easements:

(A) A temporary easement (“Easement #1”) as depicted in the Easement Plan accompanying this Resolution, in favor of the City and the public over the Stoebner Way Parcel permitting public egress through the Stoebner Way Parcel consistent with access granted by a public right-of-way. Easement #1 shall terminate immediately upon the completion of the City/DOMI Review Process (as described below) by the City and/or DOMI with respect to the completion of the new public right-of-way (the “New Right-of-Way”) on Parcels 124-J-261, 124-J-273 and 124-J-274, which parcels are more particularly described below as the area of Easement #2. The written agreement or instrument evidencing Easement #1 shall require that during the existence of Easement #1, (a) the grantor(s) of such easement shall maintain Easement #1 and the Stoebner Way Parcel to a level satisfactory to the City, (b) that Easement #1 and the Stoebner Way Parcel shall be subject to the regulatory authority of DOMI; and (c) that if Easement #1 is not kept open and maintained to the satisfaction of the City, DOMI may enter therein to maintain and open Easement #1 at the grantor’s cost and expense.

(B) A temporary easement (“Easement #2” and, collectively with Easement #1, the “Easements”) as depicted in the Easement Plan accompanying this Resolution, in favor the City and the public over Parcels 124-J-261, 124-J-273 and 124-J-274, as more particularly described below (collectively, the “Project Parcel”) permitting temporary public egress through the Project Parcel over the New Right-of-Way consistent with access granted by a public right-of-way. Prior to the start of construction of the New Right-of-Way, MBS will add the City as an additional obligee under the payment and performance bonds obtained by MBS’ general contractor for the construction of the New Right-of-Way.

Easement #2 will be “Complete and Available” when all of the following has occurred:

- a. HACP and/or MBS has delivered written notice to the City/DOMI that the New Right-of-Way has been completed;
- b. The project engineer has delivered a written certification to the City/DOMI that the New Right-of-Way has been completed in accordance with the plans and specifications approved by the City/DOMI for the construction of the New Right-of-Way (the “Approved Plans and Specifications”); and
- c. MBS has delivered a guaranty to the City that it will remedy any material deficiencies in the constructed New Right-of-Way relative to the Approved Plans and Specifications that are identified by the City/DOMI in a timely fashion pursuant to the City/DOMI Review Process (as described below).

Immediately following Easement #2 becoming Complete and Available, as described above, the City/DOMI shall engage in the “City/DOMI Review Process” with respect to the New Right-of-Way. The City/DOMI Review Process shall proceed as follows:

- a. As soon as Easement #2 has become Complete and Available, the City/DOMI will have fifteen (15) days to inspect (the “Initial Inspection”) and either approve the New Right-of-Way or notify

HACP/MBS of any material deficiencies in the New Right-of-Way work relative to the Approved Plans and Specifications (such Initial Inspection and approval not to be unreasonably withheld, delayed or conditions);

b. If the City/DOMI Initial Inspection and approval as described above does not occur within such fifteen (15) day period, then Easement #1 shall be automatically terminated; however, the City/DOMI shall retain the right to inspect or approve the New Right-of-Way or to require additional work to the right-of-way to conform to the Approved Plans and Specifications in order to provide for dedication of the right-of-way to the City and acceptance of the right-of-way by the City as a public street.

c. If the City/DOMI completes its Initial Inspection of the New Right-of-Way and notifies HACP/MBS of any material deficiencies in the New Right-of-Way relative to the Approved Plans and Specifications, then HACP/MBS shall promptly correct all such material deficiencies and deliver written notice of completion of such corrective work to the City/DOMI. The City/DOMI shall have five (5) days following delivery of such notice of completion to inspect (each such inspection a "Subsequent Inspection") and either approve the New Right-of-Way or notify HACP/MBS of any remaining material deficiencies in the New Right-of-Way relative to the Approved Plans and Specifications. This process shall be repeated until there are no such material deficiencies remaining with respect to the New Right-of-Way, following which Easement #1 shall be automatically terminated.

d. If the City/DOMI Initial Inspection or a Subsequent Inspection finds only deficiencies which are not material to the use of Easement #2 for public transit, then Easement #1 shall be automatically terminated; however, the City/DOMI shall retain the right to inspect, approve or require additional work to conform the New Right-of-Way to the Approved Plans and Specifications.

The written agreement or instrument evidencing Easement #2 shall require that during the existence of Easement #2, (a) the grantor of such easement shall maintain Easement #2 to a level satisfactory to the City, and (b) that Easement #2 be subject to the regulatory authority of DOMI; and (c) that if Easement #2 is not kept open and maintained to the satisfaction of the City, DOMI may enter therein to maintain and open Easement #2 at the grantor's cost and expense.

(C) The Easements shall be memorialized in one or more easement agreements or instruments to be agreed to among the City, HACP and its development partners, and recorded in the land records of Allegheny County.

Section 3. The metes and bounds of Easement 1 shall be the same as those set forth in Section 1 of this Resolution. The metes and bounds of Easement 2 are as described below:

All that certain right of way, being the proposed portion of Stoebner Way, variable width, as shown on the Larimer/East Liberty Phase 3 Consolidation Plan, to be recorded, situate in the 12th Ward, City of Pittsburgh, Allegheny County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point at the intersection of the northwesterly right of way line of the proposed portion Stoebner Way, variable width, and the northeasterly right of way line of Meadow Street, 50.00 feet wide; thence from said point of beginning by the northwesterly right of way line of the proposed portion of Stoebner Way the following three (3) courses and distances:

N 49° 00' 58" E a distance of 80.91 feet;

N 40° 42' 02" W a distance of 16.64 feet;

N 49° 00' 58" E a distance of 55.96 feet to a point on the southwesterly right of way line of existing Stoebner Way, 20.00 feet wide;

thence by the southwesterly right of way line of existing Stoebner Way S 40° 42' 02" E a distance of 38.63 feet to a point on the southeasterly right of way line of the proposed portion of Stoebner Way; thence by the southeasterly right of way line of the proposed portion of Stoebner Way S 49° 00' 58" W a distance of 136.87 feet to a point on the northeasterly right of way line of said Meadow Street; thence by the northeasterly right of way line of said Meadow Street N 40° 42' 02" W a distance of 21.99 feet to a point at the intersection of the northwesterly right of way line of said proposed portion Stoebner Way and the northeasterly right of way line of said Meadow Street, at the point of beginning.

Containing an area of 3,941 square feet or 0.090 acre.

Section 4. The work on the New Right-of-Way will also include the following: A 6" PWSA water main and a 15" PWSA combination sewer exists within the Stoebner Way Parcel and can be abandoned; however the 6" PWSA water main and 15" PWSA combination sewer must be relocated on or around the Project Parcel per tap-in plans submitted to and approved by PWSA. A developer's agreement must be submitted to PWSA for review and approval indicating the relocation of facilities within Stoebner Way.