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September 12, 2025

CONTRACT NO. 1797

OHIO RIVER TUNNEL

ADDENDUM No. 3

All bidders bidding **Contract No. 1797** shall read and take note of this **Addendum No. 3.** The Contract Documents for **Contract No. 1797 – Ohio River Tunnel** are hereby revised and/or clarified as stated below.

Acknowledgement of Contract No. 1797; Addendum No. 3

The Acknowledgement attached to **Addendum No. 3** is to be signed and returned immediately via email to ORT.bids@alcosan.org and acknowledged with Bidder's Proposal.

Michael Lichte, P.E.
Director of Regional Conveyance

3300 Preble Avenue • Pittsburgh, PA 15233-1092 • ph: 412.766.4810
www.alcosan.org

ACKNOWLEDGEMENT OF

CONTRACT NO. 1797 – OHIO RIVER TUNNEL

***** return via email to ORT.bids@alcosan.org *****

ADDENDUM No. 3

FIRM NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

September 12, 2025
CONTRACT NO. 1797
OHIO RIVER TUNNEL
ADDENDUM No. 3

This Addendum No. 003 consists of 304 total pages including the following attachments:

- Attachment A: APPENDIX A – TECHNICAL SPECIFICATIONS, Section 01 14 19 Use of Sites
    - Attachment 1.1 – 02.1 – O27 – Recorded Permanent Easements - Sherwin Williams (14 pages)
    - Attachment 1.2 – 02.2 – O27 – Recorded Temporary Easements – Sherwin Williams (18 pages)
    - Attachment 1.3 – 06.1 – A48 – Recorded Taking – Unknown Owner (26 pages)
    - Attachment 1.4 – 06.2 – A48 – Temporary Construction License Agreement – Stadium Authority, ALCO, Commonwealth of Pennsylvania (10 pages)
    - Attachment 1.5 – 08.1 – A58 – Recorded Temporary Easements – 810 River Avenue (17 pages)
    - Attachment 1.6 – 13.1 – O14 – Recorded Permanent Easement – Parrendo (8 pages)
    - Attachment 1.7 – 13.2 – O14 – Recorded Temporary Easement – Parrendo (9 pages)

- Attachment B: APPENDIX A – TECHNICAL SPECIFICATIONS, Section 01 32 13 Construction and Schedule Constraints
    - Attachment 2.1 – DT – Duquesne Light Company – Notice to Condemnee (4.17.25) (53 pages)
    - Attachment 2.2 – DT – Unknown Owner Unassessed Parcel – Subterranean #3 (18 pages)
    - Attachment 2.3 – DT – Unknown Owner Unassessed Parcel – Subterranean #4 (18 pages)
    - Attachment 2.4 – DT – Unknown Owner Unassessed Parcel – Subterranean #5 (18 pages)
    - Attachment 2.5 – DT – Unknown Owner Unassessed Parcel – Subterranean #6 (18 pages)
    - Attachment 2.6 – DT – Wieczorkowski – Notice to Condmnee (4.17.25) (24 pages)
    - Attachment 2.7 – DT – River Road Development – Notice to Condemnee (4.17.25) (26 pages)

- Attachment C- APPENDIX B – CONTRACT DRAWINGS,
  - Revised A48-ST-311 (Sheet 372 of 770) (1 page)
  - Revised A58-ST-429 (Sheet 430 of 770) (1 page)
  - Revised A58-ST-430 (Sheet 431 of 770) (1 page)

- Attachment D: APPENDIX E – SUPPLEMENTAL INFORMATION, Section 9.1 West View Water – O06A Record Information – 08/18/2025, *WV-27-24 Ella Street – Record (as-built) 082025* (7 pages)

ATTENTION BIDDERS
The following additions to and modifications of the Contract Documents will be included in and become part of the Contract for the Allegheny County Sanitary Authority (ALCOSAN) Ohio River Tunnel. Bidders are instructed to take the following into account in rendering any Bid for this work

The Bidder is responsible for verifying that he/she has received and reviewed all of the pages of the Contract Documents as well as all of the pages and attachments of all addenda. The Bidder shall verify all pages with the table of contents in the Contract Documents and the first page of all Addenda. Receipt of this Addendum No. 3 must be noted on the Bid Form. These items modify the portions of the documents specifically noted; all other provisions of the Contract Documents shall remain in effect.

CONTRACT NO. 1797
OHIO RIVER TUNNEL
ADDENDUM NO. 3

A. QUESTIONS & ANSWERS FROM RFI'S SENT TO ORT.bids@alcosan.org

Q1 *We seek clarification regarding the requirement for a report required as part of the Escrow Bid Documents (EBDs), as referenced in Article 2, Attachment B.*

On Page 2B-2, the instructions state:

"The Escrow Bid Documents (EBDs) shall include the report provided by a qualified geologist/geotechnical tunnel engineer as required in the Geotechnical Baseline Report (GBR)."

Additionally, the Escrow Bid Document Review Checklist (Item 5, Page 2B-15) references the same report.

However, the GBR itself does not explicitly require the preparation of a report. It states:

"This document presents numerous geotechnical and geologic concepts, terms, and descriptions. Bidders are required to have an independent geotechnical engineer or engineering geologist who is familiar with the topics presented carefully review and explain this information so that bidders have a complete understanding of the information prior to bid preparation."

Given this, please clarify the following:

- Is a formal report documenting the review and understanding of the GBR by a qualified geotechnical professional required to be included in the EBDs?
- If so, please specify the expected content, format, and level of detail for this report.

A1 **A formal report documenting the review and understanding of the Ohio River Tunnel GBR by an independent geotechnical professional is not required; however, Bidders must provide a written summary with the name of the independent geotechnical professional, including current license(s), contact information, and summary of Ohio River Tunnel GBR understanding. The written summary must include geologic and geotechnical assumptions incorporated into development of the bid. The Bidder must state in writing that the identified, independent geotechnical professional has informed**

the Bidder and that the Bidder has a complete understanding of the information presented to them by the geotechnical professional. The Bidder must confirm, in writing, that they have used the information from the Ohio River Tunnel GBR and specifications to develop their bid. See CHANGES TO CONTRACT DOCUMENTS.

Article 2, Attachment B4 – Escrow Bid Documents Review Checklist, Page 2B-15 Replace the word "Report" with the word "Summary" for item #5. See CHANGES TO CONTRACT DOCUMENTS.

Q2 *Article 3SC - 3.1. states replace subsection 3.1.B with the following, "B. Separate Contracts". Section 3.1.B is "The Work Under This Contract" and 3.1.C is "Separate Contracts" in Article 3. Please confirm if section 3.1 of Article 3SC is supposed to replace B or C.*

A2 **3.1.B is mislabeled and should be 3.1.C. See CHANGES TO CONTRACT DOCUMENTS.**

Q3 *Article 3SC - 3.43 Testing states, "Replace first paragraph of Section 3.44 in its entirety with the following:". Please confirm if this should be 3.43 or 3.44 that gets the first paragraph replaced.*

A3 **Article 3SC – 3.44 is mislabeled and should be 3.43. See CHANGES TO CONTRACT DOCUMENTS.**

Q4 *Article 3SC, Exhibit A-3SC-6. Pollution policies are standalone policies that are placed with markets that specialize in pollution risks. These markets are generally different from Umbrella insurers, or in different divisions under separate treaties at the major insurers. Contractor's pollution policies are utilized to provide broader terms than sudden / accidental language of the standard GL policy, which is often the subject of limitations. It is standard practice that Umbrella policies do not schedule pollution policies on their underlying limits for these reasons. Will a standalone Pollution Liability policy, with $5M/$5M limits, be acceptable?*

A4 **A standalone Pollution Liability policy is required. Limits are revised to $10,000,000 each occurrence and $20,000,000 in aggregate. See CHANGES TO CONTRACT DOCUMENTS.**

Q5 *Article 3SC, Exhibit A-3SC-3. With regard to Contractor's Liability Insurance Section 5, Excess or Umbrella Liability – a $75,000,000 requirement is excessive and above what is generally seen in standard contract conditions. We feel that a limit of $50,000,000 is more consistent with what owners require for projects of this nature, and request that a limit of $50,000,000 be adopted in the supplemental contract conditions.*

A5 **Insurance limits will remain unchanged.**

Q6 *Article 3SC, Paragraph 3.9 Insurance. Insurance policy limits of this magnitude will substantially impact subcontractors' ability to participate. Please remove the requirements for subcontractors to meet the same insurance requirements as the Prime or lower the limit requirements of subcontractors.*

A6 **There is no requirement for the sub-contractors to obtain the same (duplicate) insurance coverage as the Prime Contractor, JV or Partnership. Paragraph 3.9 "Insurance" states; "It shall be the responsibility of the Contractor to make certain that its subcontractors and suppliers comply with any such insurance requirements or provide such coverages relating to its subcontractors and suppliers".**

Q7 *Drop Shaft - Max Concrete Lifts - Please confirm the maximum height concrete lift allowed in the 8ea shafts.*

A7 **Bidders should refer to the Specifications for guidance on this request. Maximum concrete lifts are not defined except that the Contractor must adhere to and comply with the standards identified.**

Q8 *ORT-A58-RG1 Mid-Level Slab*
Reinforcement - Sheet A58-ST-429 depicts #7 Bar @ 6" T &B at Mid-Level Slab elevation. Sheet A58-ST-430 depicts #6 Bar @ 6" EW Top and Side only. Please advise on correct bar size and layout.

A8 **Drawings A58-ST-429, A58-ST-430, A48-ST-311 are revised and attached as Addendum 3 Attachment C. See CHANGES TO CONTRACT DOCUMENTS.**

Q9 *ORT-A48-RG Mid-Level Slab Reinforcement - Sheet A48-ST-311 depicts #8 Bar @ 6" T &B at Mid-Level Slab elevation. Sheet A48-ST-312 depicts #6 Bar @ 6" EW Top and Side only. Please advise on correct bar size and layout.*

A9 **Drawings A58-ST-429, A58-ST-430, A48-ST-311 are revised and attached as Addendum 3 Attachment C. See CHANGES TO CONTRACT DOCUMENTS.**

There is no change to A48-ST-312.

Q10 *Note D on sheet O07-ST-713 - Note D on Sheet O07-ST-713 says to "over-excavate and remove the unsuitable material, as approved by the owner. Backfill with foundation stabilization material and compact to 90 percent of maximum dry density per ASTM D698." Please confirm how the contractor will be paid for the disposal of unsuitable material as well as placing new material.*

A10 **Payment for placement of new material is in accordance with Section 01 22 00 Measurement and Payment, Bid Item 83. Disposal of unsuitable material should be in accordance with Measurement and Payment, Bid Item 103, Excavated Soil Handling, Testing, Transport, Disposal – Clean Fill and Bid Item 104, Excavated Soil Handling, Testing, Transport, Disposal – Residual/Regulated Fill, as applicable.**

Q11 *Through the numerous industry day meetings that were held for the ALCOSAN Wet Weather Program, Contractors were promised a minimum of a three month period between the Wet Weather Pump Station and Ohio River Tunnel bid dates. Currently the WWPS project is due October 2, 2025 and the ORT project is due November 24, 2025. Please extend the bid date for the ORT to the end of January 2026 to preserve the promised period between bid due dates and account for the lost time around the end of year holidays.*

A11 **Bids will be extended until 11am on Monday, January 26, 2026.**

B. CHANGES TO CONTRACT DOCUMENTS

1. CONTRACT DOCUMENTS, Article 2, Attachment B – Escrow Bid Documents, Page 2-B2, REPLACE Paragraph 6 in its entirety with the following (CHANGES ARE DENOTED IN RED):

   The EBDs shall include a summary provided by an independent engineering geologist/geotechnical tunneling engineer as required in the Geotechnical Baseline Report (GBR). Include a written summary with the name of the independent geotechnical professional, including current license(s), contact information, and summary of Ohio River Tunnel GBR understanding. The Bidder must state in writing that the identified, independent geotechnical professional has informed the Bidder and that the Bidder has a complete understanding of the information presented to them by the independent geotechnical professional. The Bidder must confirm, in writing, that they have used the information in the Ohio River Tunnel GBR and specifications to develop their bid.

2. CONTRACT DOCUMENTS, Article 2, Attachment B4 – Escrow Bid Documents Review Checklist, Page 2-B15, REPLACE the word “Report” with the word “Summary” in row 5 (CHANGE IS DENOTED IN RED):

ATTACHMENT B4
ALLEGHENY COUNTY SANITARY AUTHORITY
CONTRACT NO. 1797 OHIO RIVER TUNNEL
ESCROW BID DOCUMENTS REVIEW CHECKLIST

COMPLETE ESTIMATES FROM EACH PARTNER (CONTINUED)			
		5 ~~Report~~ Summary provided by a qualified engineering geologist/geotechnical tunneling engineer as required in the GBR	

3. CONTRACT DOCUMENTS, Article 3SC, 3.1 DESCRIPTION OF WORK, page 3SC-1, REPLACE "**3.1.B**" in bold text with "**3.1.C**" and REPLACE "B." with "C." (CHANGES ARE DENOTED IN RED):

3.1 DESCRIPTION OF WORK

Replace subsection 3.1.~~B~~C in its entirety with the following:

~~B~~C. SEPARATE CONTRACTS

4. CONTRACT DOCUMENTS, Article 3SC, 3.43 TESTING, page 3SC-9, REPLACE "**3.44**" in bold text with "**3.43**" (CHANGE IS DENOTED IN RED):

3.43 TESTING

Replace first paragraph of Section ~~3.~~44 3.43 in its entirety with the following:

5. CONTRACT DOCUMENTS, Article 3SC, Exhibit A-3SC-6 – Pollution Liability. DELETE limits of $5,000,000 per occurrence and $5,000,0000 in aggregate and REPLACE with $10,000,000 per occurrence and $20,000,0000 in aggregate as shown below. (CHANGES ARE DENOTED IN RED):
Contractor shall provide Pollution Liability covering liability arising out of the pollution or impairment of the environment, including clean-up costs, caused by the performance of the Work of this project of not less than ~~$5,000,000~~ **$10,000,000** each occurrence and ~~$5,000,000~~ **$20,000,000** in aggregate. Coverage shall include coverage for the presence of uncontrolled or uncontained pollutants in land, atmosphere or body of water and the unknown abandonment of any pollutants or pollutants in containers/watercourses/soils as well as on-site or off-site non-owned disposal site third party claims for bodily injury and property damage and punitive damages were permissible by law with no exclusions for silica, mold or exacerbation of known pollutants.

6. CONTRACT DOCUMENTS, Article 3SC, Exhibit A-3SC-6 – Excess/Umbrella.

DELETE "and Pollution Liability" as shown below. (CHANGES ARE DENOTED IN RED)

Contractor shall purchase umbrella or excess liability insurance written over the underlying Contractor's Liability and~~,~~ Automotive Liability ~~and Pollution Liability~~ insurance described in the paragraphs above. Subject to the same exclusions and

provisions as described above, the coverage afforded shall follow form as to each and every one of the underlying policies.

7. APPENDIX A – Specification Section 01 14 19, Section 3.3 SITE USE AT ORT-A48:
    a. ADD the following in its entirety. "Section 3.3.A. The site will be available to the Contractor on August 1, 2026."
    b. REVISE subsection lettering to account for addition of new section 3.3.A (e.g. existing subsection A becomes subsection B, existing subsection B becomes subsection C, etc.)

8. APPENDIX A – Specification Section 01 14 19, Attachment 1:
    a. ADD Attachment 1.1 – 02.1 – O27 – Recorded Permanent Easements - Sherwin Williams (14 pages) after Sheet 60 of 2656, which is part of Attachment A to this Addendum.
    b. ADD Attachment 1.2 – 02.2 – O27 – Recorded Temporary Easements – (18 pages) after Attachment 1.1 above, which is part of Attachment A to this Addendum.
    c. ADD Attachment 1.3 – 06.1 – A48 – Recorded Taking – Unknown Owner (26 pages) after Sheet 66 of 2656, which is part of Attachment A to this Addendum.
    d. ADD Attachment 1.4 – 06.2 – A48 – Temporary Construction License Agreement – Stadium Authority, ALCO, Commonwealth of Pennsylvania (10 pages) after Attachment 1.3 above, which is part of Attachment A to this Addendum.
    e. ADD Attachment 1.5 – 08.1 – A58 – Recorded Temporary Easements – 810 River Avenue (17 pages) after Sheet 71 of 2656, which is part of Attachment A to this Addendum.
    f. ADD Attachment 1.6 – 13.1 – O14 – Recorded Permanent Easement – Parrendo (8 pages) after Sheet 106 of 2656, which is part of Attachment A to this Addendum.
    g. ADD Attachment 1.7 – 13.2 – O14 – Recorded Temporary Easement – Parrendo (9 pages) after Attachment 1.6 above, which is part of Attachment A to this Addendum.

9. APPENDIX A – Specification Section 01 32 13, Attachment 2:

    a. ADD Attachment 2.1 – DT – Duquesne Light Company – Notice to Condemnee (4.17.25) (53 pages) after Sheet 317 of 2656, which is part of Attachment B to this Addendum.

    b. DELETE Duquesne Light Company, Block & Lot 44-G-250 & 44-G-251, Permanent Subterranean Easement Exhibit (2 pages) (Sheets 318 and 319 of 2656).

    c. DELETE Duquesne Light Company, Block & Lot 44-L-115, Permanent Subterranean Easement Exhibit (1 page) (Sheet 320 of 2656).

    d. DELETE Duquesne Light Company, Block 44-L-125 & 44-L-150, Permanent Subterranean Easement Exhibit (1 page) (Sheet 321 of 2656).

    e. ADD Attachment 2.2 – DT – Unknown Owner Unassessed Parcel – Subterranean #3 (18 pages) after Sheet 323 of 2656, which is part of Attachment B to this Addendum.

    f. ADD Attachment 2.3 – DT – Unknown Owner Unassessed Parcel – Subterranean #4 (18 pages) after Sheet 324 of 2656, which is part of Attachment B to this Addendum.

    g. DELETE Duquesne Light Company – Block & Lot 21-D-104, Permanent Subterranean Easement Exhibit (1 page) (Sheet 325 of 2656).

    h. ADD Attachment 2.4 – DT – Unknown Owner Unassessed Parcel – Subterranean #5 (18 pages) after Sheet 342 of 2656, which is part of Attachment B to this Addendum.

    i. ADD Attachment 2.5 – DT – Unknown Owner Unassessed Parcel – Subterranean #6 (18 pages) after Sheet 344 of 2656, which is part of Attachment B to this Addendum.

    j. ADD Attachment 2.6 – DT – Wieczorkowski – Notice to Condemnee (4.17.25) (24 pages) after Sheet 449 of 2656, which is part of Attachment B to this Addendum.

    k. ADD Attachment 2.7 – DT – River Road Development – Notice to Condemnee (4.17.25) (26 pages) after Sheet 486 of 2656, which is part of Attachment B to this Addendum.

10. Appendix B - CONTRACT DRAWINGS

    a. DELETE A48-ST-311 (Sheet 372 of 770) and ADD Revised A48-ST-311 (Sheet 372 of 770), which is included in Attachment C to this Addendum.

b. DELETE A58-ST-429 (Sheet 430 of 770) and ADD Revised A58-ST-429 (Sheet 430 of 770), which is included in Attachment C to this Addendum.
c. DELETE A58-ST-430 (Sheet 431 of 770) and ADD Revised A58-ST-430 (Sheet 431 of 770), which is included in Attachment C to this Addendum.

11. APPENDIX E – ADD *Section 9 Utility Record Drawings* and *Section 9.1 West View Water – O06A Record Information – 08/18/2025* to APPENDIX E Table of Contents (page 8 of 10153). Section 9 includes record information provided by utility companies of modifications made by that utility (or others) to their infrastructure in and around the ORT project limits subsequent to the issuance of the Contract Documents on July 1, 2025. The record information is being provided to advise the Contractor of modifications and any record information that utility companies have provided; this information is for reference and has not been confirmed by the Owner or Engineer as to its accuracy or completeness.

12. APPENDIX E – ADD WV-*27-24 Ella Street – Record (as-built) 082025* (7 pages) to Section 9.1, which is included with Attachment D to this Addendum.

13. LEGAL NOTICE, paragraph 1, first sentence; DELETE bid date of November 24, 2025 and REPLACE with January 26, 2026 as shown below. (CHANGE IS DENOTED IN RED):

    Sealed Bids for CONTRACT NO. 1797 – OHIO RIVER TUNNEL shall be received at the Engineering Department office of the Allegheny County Sanitary Authority, 3300 Preble Avenue, Pittsburgh, PA, 15233, until 11:00 A.M., Prevailing Time, Monday, ~~November 24, 2025~~ January 26, 2026 and then shall be Publicly Opened and read.

14. Information for Bidders, Article 2.06, Paragraph 2, last sentence (Page 2-4); DELETE bid date of November 24, 2025 and REPLACE with January 26, 2026 as shown below. (CHANGE IS DENOTED IN RED):

    Bids will be received at the office of the Owner until 11:00 A.M., prevailing time, on Monday, ~~November 24, 2025~~ January 26, 2026, at which time and place said Bids will be opened publicly and read aloud.

15. Information for Bidders, Article 2.09, Paragraph 2, first sentence (Page 2-6); DELETE “at lease thirty calendar days….” and REPLACE with “by 5:00 P.M., Friday, December 19, 2025”. (CHANGES ARE DENOTED IN RED):

To receive consideration, any question, inquiry or request for interpretation or clarification shall be submitted to the Owner in writing~~, at least thirty (30) calendar days prior to the advertised date for receipt of Bids~~, by 5:00 P.M., Friday, December 19, 2025. Core Shed visits must be completed by Wednesday, December 17, 2025.

Addendum No. 3

Attachment A

APPENDIX A – TECHNICAL SPECIFICATIONS
SECTION 01 14 19, ATTACHMENT 1

Recorded Temporary/Permanent Easements and an Executed Temporary Construction License Agreement

60 2025 00020080

Allegheny County
Jessica Garofolo
Division of Real Estate
Pittsburgh, PA 15219

ORT ADDENDUM 3
Section 01 14 19
Attachment 1.1
(14 Pages)

Instrument Number: 2025-20080 **BK-DE VL-20127 PG-282**

Recorded On: July 31, 2025 **As-Deed Easement**

Parties: SHERWIN WILLIAMS CO

To ALLEGHENY COUNTY SANITARY AUTH **# of Pages: 14**

Comment:

********** **THIS IS NOT A BILL** **********

Deed Easement	181.75
	0
	0
Total:	181.75

Realty Transfer Stamp

Affidavit Attached-Yes
NOT A DEED OF TRANSFER EXEMPT

Value

Not a Deed of Transfer 0.00
0.00

Division of Real Estate Stamp:

Certified On/By-> 07-31-2025 / Angela Gans

TAKING

I hereby certify that the within and foregoing was recorded in the Division of Real Estate in Allegheny County, PA

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

File Information:

Document Number: 2025-20080
Receipt Number: 4493730
Recorded Date/Time: July 31, 2025 11:25:37A
Book-Vol/Pg: BK-DE VL-20127 PG-282
User / Station: L Sulecki - CASH 03

Record and Return To:

BABST CALLAND CLEMENTS & ZOMNIR P C
TWO GATEWAY CENTER
603 STANWIX ST
PITTSBURGH PA 15222

Jessica Garofolo

Jessica Garofolo, Director
Sara Innamorato, County Executive

13 pages

632857 DRE Certified
31-Jul-2025 11:12A\Int By: Angela Gans

Form 12 (7/24)

Prepared By: Babst Calland
Two Gateway Center
603 Stanwix Street
Pittsburgh, PA 15222

Return To: Babst Calland
Two Gateway Center
603 Stanwix Street
Pittsburgh, PA 15241
Attn: Alyssa E. Golfieri, Esq.

Site Location: 2001 Tracy Street & 3125 Preble Avenue, 27th Ward, Pittsburgh, PA 15233

Clean Water Plan Project	
Program	Regional Tunnel
Purpose	Permanent Utility Easement
Municipality	City of Pittsburgh, 27th Ward
Parcel Id Number	75-R-270 & 75-P-120
Grantor	The Sherwin-Williams Company

alcosan
allegheny county sanitary authority

EASEMENT

THIS EASEMENT (this "Easement"), made this 8th day of July, 2025 (the "Settlement Date"), by and between The Sherwin-Williams Company, an Ohio corporation, successor-by-merger to Engineered Polymer Solutions, Inc., a Delaware corporation, and The Valspar Corporation, a Delaware corporation, with its principal place of business at 101 West Prospect Avenue, Cleveland, OH 44115-1093 ("Grantor"), and the Allegheny County Sanitary Authority, a Pennsylvania municipal authority ("Grantee") (each a "Party," and together, the "Parties").

W I T N E S S E T H:

WHEREAS, Grantee is authorized and empowered by Subsections (d)(4), (5) and (15) of Section 5607 of the Municipality Authorities Act of June 19, 2001, P.L. 287, No. 22, 53 Pa.C.S. §§ 5601-5622, to hold or acquire by lease, purchase or condemnation any lands, rights, easements, franchises and other property, whether real, personal or mixed, deemed necessary or desirable for carrying out its purposes, including, without limitation, to construct, improve, maintain, repair and operate projects; and

WHEREAS, in connection with Grantee's development of the Clean Water Plan Project (the "Project"), Grantee requires easements in the areas shown on the plan attached as **Exhibit A** hereto for the purposes specified therein (as applicable, the "Easements," and the areas encompassed therein, the "Easement Areas"), over a portion of two (2) parcels of real property located at 2001 Tracy Street and 3125 Preble Avenue, in the City of Pittsburgh, 27th Ward, Allegheny County, Commonwealth of Pennsylvania, currently identified by the Allegheny County Department of Real Estate as Tax Parcel ID Numbers 75-R-270 and 75-P-120, respectively, (collectively, the "Property"), being more particularly described on **Exhibit A** attached hereto and incorporated herein, being all or a portion of the same property conveyed or devised to Property Owner's aforementioned predecessor-by-merger (i) Engineered Polymer Solutions, Inc. by deed of The Valspar Corporation, a Delaware corporation, dated January 29, 1998 and recorded in DBV

10491 PG 102, and (ii) The Valspar Corporation by Deed of Pittsburgh Economic and Industrial Development Corporation, a non-profit industrial development agency dated September 29, 1999 and recorded in Deed Book 10848 Page 259, and in lieu of condemnation thereof, Grantor desires to grant the Easements to Grantee.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the sufficiency of which Grantor acknowledges, Grantor hereby grants, bargains, sells and conveys the Easements to Grantee and its successors and assigns forever.

Grantee shall have the right to cut back or otherwise manage (through such means as Grantee may reasonably deem warranted) such fencing or foliage in the Easement Areas as may unreasonably interfere with Grantee's use and enjoyment of the Easements.

Following Grantee's completion of any construction activities in the Easement Areas, Grantee shall reasonably restore the affected portions of the Easement Areas to either (at Grantee's election) substantially its previous condition or a condition substantially commensurate with that of the balance of the Property.

Grantee shall obtain all necessary federal, state and local permits, licenses and other authorizations required for its activities and operations in the Easement Areas hereunder, and Grantee shall comply with all federal, state and local laws applicable to its activities and operations in the Easement Areas hereunder.

Grantee shall be solely responsible for, and shall pay on a timely basis when due, all costs and expenses associated with its activities in the Easement Areas hereunder.

Grantor, for itself, its successors and assigns, hereby covenants and agrees that it will WARRANT GENERALLY the Property hereunder.

Grantor hereby remises, releases, quitclaims and forever discharges Grantee and its agents and representatives of and from all suits, damages, claims and demands which Grantor might otherwise have been entitled to assert under the provisions of the Eminent Domain Code, 26 Pa.C.S. § 101 et seq., for or on account of the grant of the Easement(s) hereunder and any injury to or destruction of the Easement Area(s) through or by reason of the Project, except damages, if any, under Section 710 (Limited Reimbursement of Appraisal, Attorney and Engineering Fees) and Section 711 (Payment on Account of Increased Mortgage Costs) of the Eminent Domain Code; provided, however, that (a) if relocation of a residence or business or farm operation is involved, this release shall likewise not apply to damages, if any, under Section 902 (Moving Expenses) and/or Section 903 and/or 904 (Replacement Housing) of the Eminent Domain Code, and (b) the foregoing release shall not be deemed to constitute a waiver of Grantor's right to restoration of the Easement Area(s) following construction as provided herein.

This Easement may only be amended by an instrument in writing signed by both Parties. Except as expressly provided in this Easement, no waiver by any Party of any provision of or right under this Easement shall be binding unless executed in writing by the Party making the waiver. No waiver of any provision of or right under this Easement shall constitute a waiver of any other provision of or right hereunder, nor shall any waiver be a continuing waiver.

This Easement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law provisions.

This Easement (including the prefatory clauses hereof and the exhibits hereto, all of which are fully incorporated herein) constitutes the entire understanding and agreement of the Parties with respect to the

subject matter hereof, shall be binding upon and inure to the benefit of each Party and its heirs, executors, administrators, successors and assigns, and shall constitute a covenant running with the land of the Property.

This Easement may be executed in any number of counterparts, and by each of the Parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Grantor and Grantee have executed or caused to be executed this Easement, each intending to be legally bound hereby, effective on the Settlement Date (irrespective of whether executed by any Party before, on or after the Settlement Date).

THE SHERWIN-WILLIAMS COMPANY

BY: _____

Name: Stephen J. Perisutti

Title: Assistant Secretary

STATE OF OHIO

COUNTY OF CUYAHOGA

On this 8th day of July, 2025, before me, the undersigned officer, personally appeared Stephen J. Perisutti, Assistant Secretary, who acknowledged him/herself to be the _____ [*title*] of The Sherwin-Williams Company, an Ohio corporation, and that as such officer, being authorized to do so, executed such instrument, by signing on behalf of such corporation as such officer, for the purposes contained therein.

In witness whereof, I hereto set my hand and official seal on the day and year set forth above.

_____ [*Signature*]
Notary Public

[*Seal*]

Form 12 (7/24)

ALLEGHENY COUNTY SANITARY AUTHORITY

BY: _____
Name: Arletta Scott Williams
Title: Executive Director

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ALLEGHENY

On this 15th day of July, 2025, before me, the undersigned officer, personally appeared Arletta Scott Williams, who acknowledged herself to be the Executive Director of the Allegheny County Sanitary Authority, and that as such officer, being authorized to do so, executed such instrument, by signing on behalf of such Authority as such officer, for the purposes contained therein.

In witness whereof, I hereto set my hand and official seal on the day and year set forth above.

_____ [*Signature*]
Notary Public

[*Seal*]

COMMONWEALTH OF PENNSYLVANIA - NOTARY SEAL
Mira D Praytor, Notary Public
Allegheny County
My Commission Expires 5/3/2028
Commission # 1443933

Certificate of Residence

I do hereby certify that the **TAX BILL MAILING ADDRESS** of the within named Grantee is: Allegheny County Sanitary Authority 3300 Preble Avenue Pittsburgh, PA 15233	I do hereby certify that the **OWNER ADDRESS** of the within named Grantee is: Allegheny County Sanitary Authority 3300 Preble Avenue Pittsburgh, PA 15233

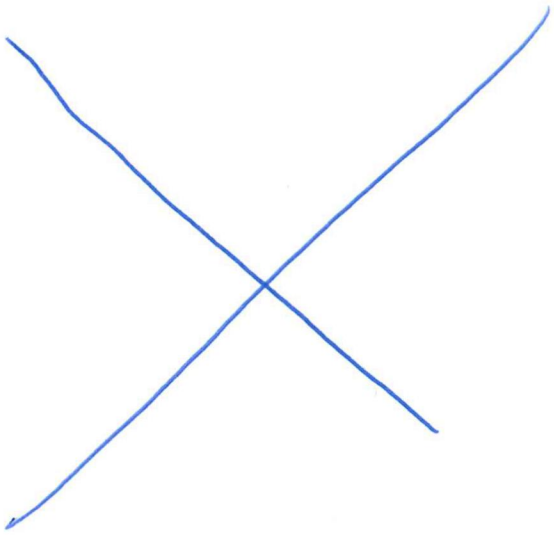
Witness my hand this 15th day of July, 2025.

_____
Agent for Allegheny County Sanitary Authority

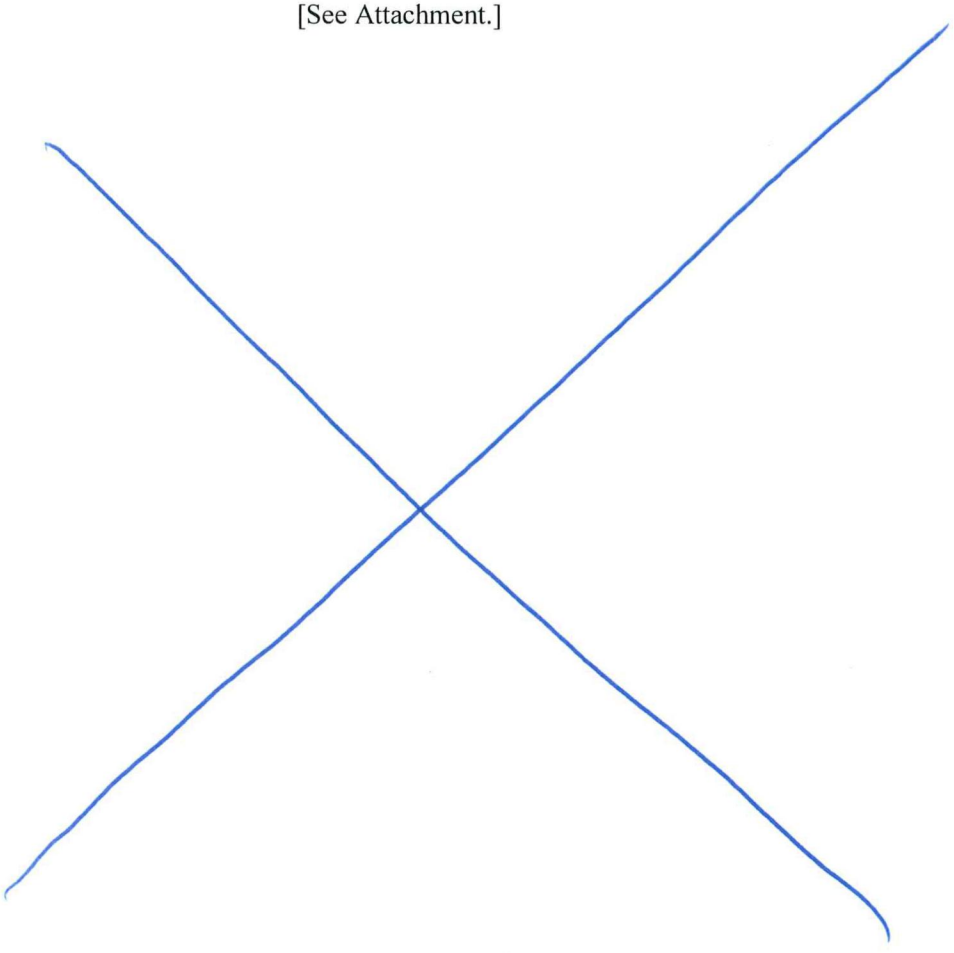
Form 12 (7/24)

EXHIBIT A
EASEMENT

DESCRIPTION/DEPICTION OF PROPERTY, EASEMENT(S) AND EASEMENT AREA(S)



[See Attachment.]



VICINITY MAP
SCALE: 1"=2000'

N

LEGEND

- Permanent Utility Easement Area
- Temporary Construction Easement Area

TRACY STREET 40' R/W

N89°15'38"E 1,115.00'

VACATED PORTION OF TRACEY STREET RESOLUTION NO. 365 APPROVED 06/19/1998

SEE DETAIL "C" SHEET 4 OF 5

SEE DETAIL "D" SHEET 5 OF 5

N33°37'08"W 106.29'

RADIUS=1,322.53'
ARC LENGTH=10.62'
CHORD BEARING=N33°23'19"W
CHORD LENGTH=10.62'

PC

PT

DWT TUNNEL ℄

RADIUS=410.28'
ARC LENGTH=64.69'
CHORD BEARING=N44°18'30"W
CHORD LENGTH=64.62'

SEE DETAIL "B" SHEET 3 OF 5

DWT TUNNEL CORRIDOR 24' WIDE

RADIUS=1,336.53'
ARC LENGTH=205.77'
CHORD BEARING=N26°01'45"W
CHORD LENGTH=205.57'

36' CITY OF PITTSBURGH RIGHT-OF-WAY

RADIUS=560.44'
ARC LENGTH=103.42'
CHORD BEARING=N16°19'55"W
CHORD LENGTH=103.27'

N04°09'36"W 44.71'

SEE DETAIL "A" SHEET 2 OF 5

THE VALSPAR CORPORATION
BLOCK & LOT
75-P-120
DBV 10848 PG 259

ENGINEERED POLYMER SOLUTIONS, INC.
BLOCK & LOT
75-R-270
DBV 10491 PG 102
FOURTH

30' RIGHT-OF-WAY FOR RAILROAD SIDING

BLOCK & LOT
75-R-270
DBV 10491 PG 102
THIRD

METAL FRAME BUILDING

TEMPORARY CONSTRUCTION EASEMENT RECORDED IN THE ALLEGHENY COUNTY DEPARTMENT OF REAL ESTATE ON SEPTEMBER 13, 2022, IN DBV 19051 PAGE 127

BLOCK & LOT
75-R-270
DBV 10491 PG 102
SECOND

BLOCK & LOT
75-R-270
DBV 10491 PG 102
FIRST

15' COMBINATION SEWER EASEMENT

METAL FRAME WAREHOUSE BUILDING

S89°15'38"W 199.03'

S00°59'14"E 250.00'

S00°44'22"E 225.00'

S89°15'38"W 690.84'

PREBLE AVENUE 50' R/W

WESTHALL STREET 50' R/W

100' 0' 100'
SCALE: 1" = 100'

GENERAL NOTES

1.) Private property lines are plotted from the current deed of record, recorded subdivision or lot plans, existing topographical features and limited field data. Private property lines were not surveyed by the professional land surveyor responsible for the project.

2.) Bearings and distances shown on this plan are derived from GPS observations on the Pennsylvania State Plane Coordinate System, South Zone, NAD 1983.

3.) The property is subject to all prior conveyances, easement, reservations and conditions recited in all prior conveyances.

4.) Topographic features are indicated in accordance with a survey performed in September, 2022 by Monaloh Basin Engineers, Inc. and are based on the North American Vertical Datum of 1988, NAVD 88.

Surveyed by: MBE	REVISION			
	REV No.	DATE	DESCRIPTION	APPV
Drawn by: BPP				
Checked by: BMT				

I, Brody M. Tunno, a licensed Professional Land Surveyor in the Commonwealth of Pennsylvania, hereby certify, to the best of my knowledge, information and belief, that this plan is correct and has been surveyed and prepared by me or under my direct supervision.

Brody M. Tunno, PLS #SU075462 — 01/16/2025 Date

mbe
monaloh basin engineers
Campbells Run Business Center
300 Business Center Drive, Suite 304
Pittsburgh, PA 15205
Office: 412-788-2433 Fax: 412-788-2295
www.mbe-eng.com

COMMONWEALTH OF PENNSYLVANIA — BRODY M. TUNNO — LAND SURVEYOR

ARLETTA SCOTT WILLIAMS
EXECUTIVE DIRECTOR, ALCOSAN
3300 PREBLE AVE.
PITTSBURGH, PENNSYLVANIA
PITTSBURGH, PA 15233
(412) 766-4810
www.alcosan.org

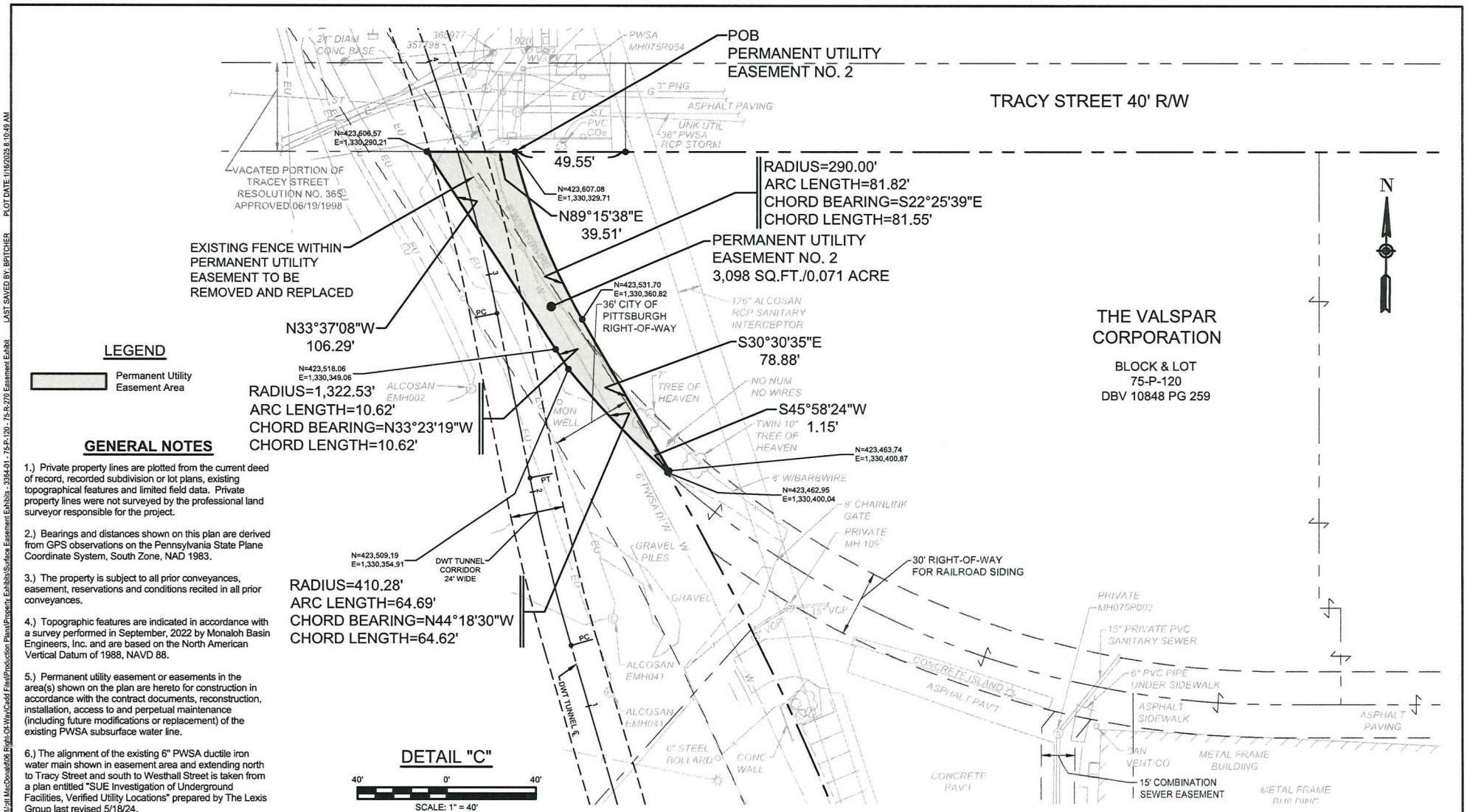
ALLEGHENY COUNTY SANITARY AUTHORITY
27TH WARD, CITY OF PITTSBURGH
COUNTY OF ALLEGHENY, PENNSYLVANIA

ENGINEERED POLYMER SOLUTIONS, INC. & THE VALSPAR CORPORATION
BLOCK & LOT 75-P-120 & 75-R-270

PERMANENT UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

Contract: S485
CAD File name: 3364-01 - 75-P-120 - 75-R-270 Easement Exhibit.dwg
Date: 01/16/2025
Sheet: 1 OF 5

FILE NAME=I:\3364\3364-01 ORT Mott MacDonald\06 Right-Of-Way\Cadd Files\Production Plans\Property Exhibits\Surface Easement Exhibits - 3364-01 - 75-P-120 - 75-R-270 Easement Exhibit LAST SAVED BY: BPITCHER PLOT DATE=1/16/2025 8:10:40 AM



GENERAL NOTES

1.) Private property lines are plotted from the current deed of record, recorded subdivision or lot plans, existing topographical features and limited field data. Private property lines were not surveyed by the professional land surveyor responsible for the project.

2.) Bearings and distances shown on this plan are derived from GPS observations on the Pennsylvania State Plane Coordinate System, South Zone, NAD 1983.

3.) The property is subject to all prior conveyances, easement, reservations and conditions recited in all prior conveyances.

4.) Topographic features are indicated in accordance with a survey performed in September, 2022 by Monaloh Basin Engineers, Inc. and are based on the North American Vertical Datum of 1988, NAVD 88.

5.) Permanent utility easement or easements in the area(s) shown on the plan are hereto for construction in accordance with the contract documents, reconstruction, installation, access to and perpetual maintenance (including future modifications or replacement) of the existing PWSA subsurface water line.

6.) The alignment of the existing 6" PWSA ductile iron water main shown in easement area and extending north to Tracy Street and south to Westhall Street is taken from a plan entitled "SUE Investigation of Underground Facilities, Verified Utility Locations" prepared by The Lexis Group last revised 5/18/24.

Surveyed by:	REVISION			
MBE	REV No.	DATE	DESCRIPTION	APPV
Drawn by:				
BPP				
Checked by:				
BMT				

I, Brody M. Tunno, a licensed Professional Land Surveyor in the Commonwealth of Pennsylvania, hereby certify, to the best of my knowledge, information and belief, that this plan is correct and has been surveyed and prepared by me or under my direct supervision.

Brody M. Tunno, PLS #SU075462 — 01/16/2025 Date

mbe
monaloh basin engineers
Campbells Run Business Center
300 Business Center Drive, Suite 304
Pittsburgh, PA 15205
Office: 412-788-2433 Fax: 412-788-2295
www.mbe-eng.com

COMMONWEALTH OF PENNSYLVANIA — REGISTERED PROFESSIONAL LAND SURVEYOR — BRODY M. TUNNO

alcosan — allegheny county sanitary authority
ARLETTA SCOTT WILLIAMS
EXECUTIVE DIRECTOR, ALCOSAN
3300 PREBLE AVE.
PITTSBURGH, PENNSYLVANIA
PITTSBURGH, PA 15233
(412) 766-4810
www.alcosan.org

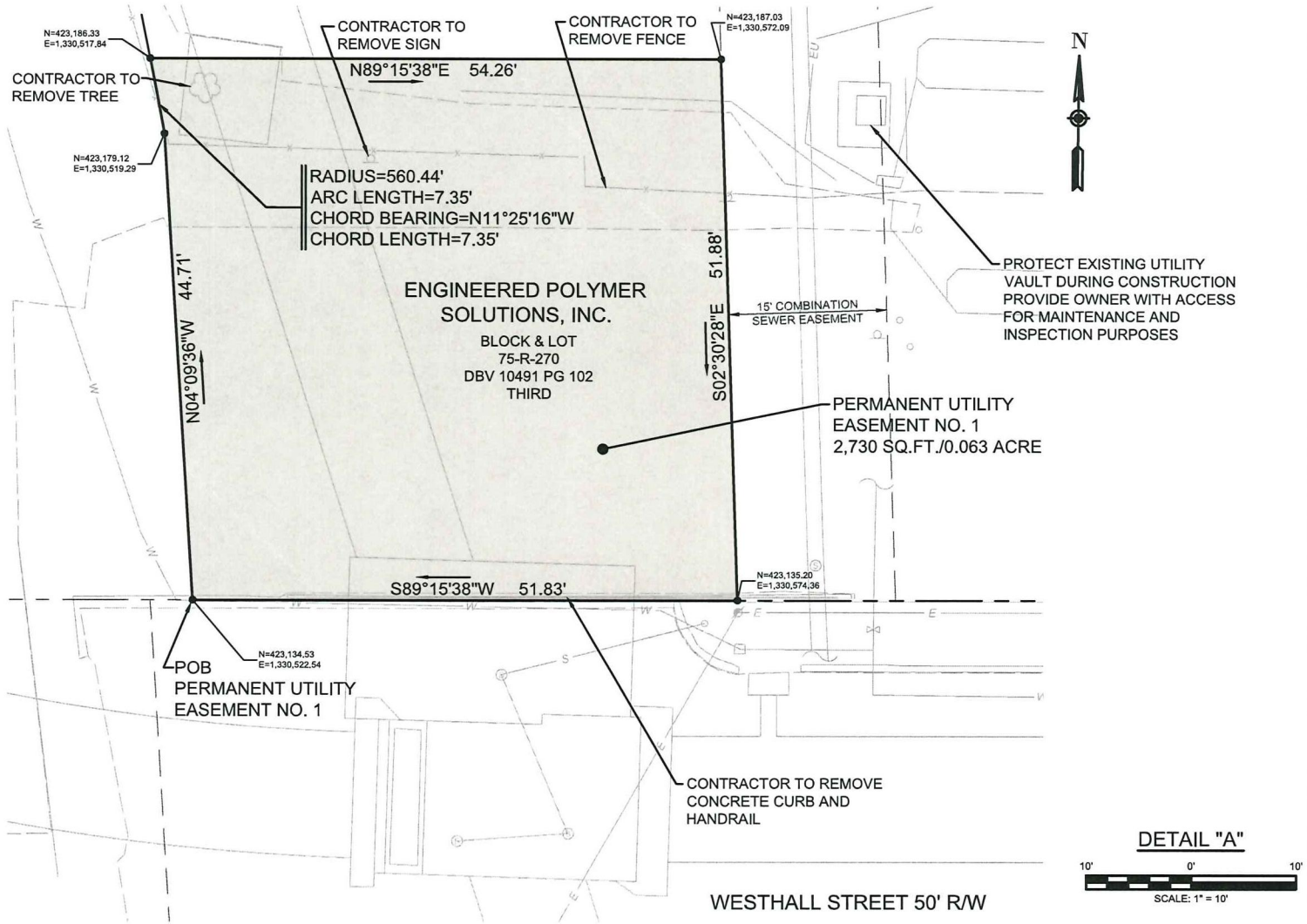
ALLEGHENY COUNTY SANITARY AUTHORITY
27TH WARD, CITY OF PITTSBURGH
COUNTY OF ALLEGHENY, PENNSYLVANIA

ENGINEERED POLYMER SOLUTIONS, INC.
& THE VALSPAR CORPORATION
BLOCK & LOT 75-P-120 & 75-R-270

PERMANENT UTILITY EASEMENT AND
TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

Contract:	S485
CAD File name:	3364-01 - 75-P-120 - 75-R-270 Easement Exhibit.dwg
Date:	01/16/2025
Sheet:	4 OF 5

FILE NAME:I:\3364\3364-91 - ORT Ln\8 MacDonald\06 Right-Of-Way\Cadd Files\Production Plans\Property Exhibits\Surface Easement Exhibits - 3364-01 - 75-P-120 - 75-R-270 Easement Exhibit LAST SAVED BY: BPITCHER PLOT DATE: 1/16/2025 8:10:49 AM



LEGEND

Permanent Utility Easement Area

GENERAL NOTES

1.) Private property lines are plotted from the current deed of record, recorded subdivision or lot plans, existing topographical features and limited field data. Private property lines were not surveyed by the professional land surveyor responsible for the project.

2.) Bearings and distances shown on this plan are derived from GPS observations on the Pennsylvania State Plane Coordinate System, South Zone, NAD 1983.

3.) The property is subject to all prior conveyances, easement, reservations and conditions recited in all prior conveyances.

4.) Topographic features are indicated in accordance with a survey performed in September, 2022 by Monaloh Basin Engineers, Inc. and are based on the North American Vertical Datum of 1988, NAVD 88.

5.) Permanent utility easement or easements in the area(s) shown on the plan are hereto for construction in accordance with the contract documents, reconstruction, installation, access to and perpetual maintenance (including future modifications or replacement) of ALCOSAN's subsurface water and sewer facilities.

6.) The alignment of the existing 6" PWSA ductile iron water main shown is taken from a plan entitled "SUE Investigation of Underground Facilities, Verified Utility Locations" prepared by The Lexis Group last revised 5/18/24.

Surveyed by:	REVISION			
MBE	REV No.	DATE	DESCRIPTION	APPV
Drawn by:				
BPP				
Checked by:				
BMT				

I, Brody M. Tunno, a licensed Professional Land Surveyor in the Commonwealth of Pennsylvania, hereby certify, to the best of my knowledge, information and belief, that this plan is correct and has been surveyed and prepared by me or under my direct supervision.

Brody M. Tunno, PLS #SU075462 — 01/16/2025 Date

mbe monaloh basin engineers
Campbells Run Business Center
300 Business Center Drive, Suite 304
Pittsburgh, PA 15205
Office: 412-788-2433 Fax: 412-788-2295
www.mbe-eng.com

COMMONWEALTH OF PENNSYLVANIA — BRODY M. TUNNO — LAND SURVEYOR — PROFESSIONAL

alcosan allegheny county sanitary authority
ARLETTA SCOTT WILLIAMS
EXECUTIVE DIRECTOR, ALCOSAN
3300 PREBLE AVE.
PITTSBURGH, PENNSYLVANIA
PITTSBURGH, PA 15233
(412) 766-4810
www.alcosan.org

ALLEGHENY COUNTY SANITARY AUTHORITY
27TH WARD, CITY OF PITTSBURGH
COUNTY OF ALLEGHENY, PENNSYLVANIA

ENGINEERED POLYMER SOLUTIONS, INC. & THE VALSPAR CORPORATION
BLOCK & LOT 75-P-120 & 75-R-270

PERMANENT UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

Contract:	S485
CAD File name:	3364-01 - 75-P-120 - 75-R-270 Easement Exhibit.dwg
Date:	01/16/2025
Sheet:	2 OF 5

FILE NAME: I:\3364\3364-01 - ORT Mott Mac Donald\06 Right-Of-Way\Cadd Files\Production Plans\Property Exhibits\Surface Easement Exhibits - 3364-01 - 75-P-120 - 75-R-270 Easement Exhibit LAST SAVED BY: BPITCHER PLOT DATE: 1/16/2025 8:10:43 AM

monaloh basin engineers

Permanent Utility Easement and Temporary Construction Easement
Parcel ID: 75-P-120 / 75-R-270

Permanent Utility Easement No. 1

All that piece or parcel of land situate in the 27th Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, being more particularly described as follows:

Beginning at a point at the intersection of the northerly line of Westhall Street (50' wide) and the westerly property line of Engineered Polymer Solutions, Inc.

Thence from said point of beginning along the westerly property line of Engineered Polymer Solutions, Inc. North 04°09'36" West a distance of 44.71' to a point;

Thence continuing along the westerly property line of Engineered Polymer Solutions, Inc. by a curve to the left having a Radius of 560.44' an Arc Length of 7.35' and a Chord Bearing of North 11°25'16" West 7.35' to a point at the intersection of the westerly property line of Engineered Polymer Solutions, Inc. and the northerly line of the Permanent Utility Easement;

Thence through the lands of Engineered Polymer Solutions, Inc. along the northerly line of the Permanent Utility Easement North 89°15'38" East a distance of 54.26' to a point;

Thence continuing through the lands of Engineered Polymer Solutions, Inc. along the easterly line of the Permanent Utility Easement South 02°30'28" East a distance of 51.88' to a point at the intersection of the easterly line of the Permanent Utility Easement and the northerly line of Westhall Street;

Thence along the northerly line of Westhall Street South 89°15'38" West a distance of 51.83' to a point, at the place of beginning.

Containing within said bounds 2,730 Square Feet/ 0.063 Acre of land.

Being a part of those parcels of land that The Valspar Corporation by their deed dated January 29, 1998, and recorded in Deed Book Volume 10491, Page 102 conveyed to Engineered Polymer Solutions, Inc..

Permanent Utility Easement No. 2

All that piece or parcel of land situate in the 27th Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, being more particularly described as follows:

Beginning at a point at the intersection of the northerly property line of The Valspar Corporation and the easterly line of the Permanent Utility Easement, said point being distant 49.55' from the intersection of the westerly terminus of Tracy Street (40' wide) and the lands of The Valspar Corporation.

Thence from said point of beginning through the lands of The Valspar Corporation along the easterly line of the Permanent Utility Easement by a curve to the left having a Radius of 290.00' an Arc Length of 81.82' and a Chord Bearing of South 22°25'39" East 81.55' to a point;

Thence continuing through the lands of The Valspar Corporation along the easterly line of the Permanent Utility Easement South 30°30'35" East a distance of 78.88' to a point;

Thence continuing through the lands of the Valspar Corporation along the easterly line of the Permanent Utility Easement South 45°58'24" West a distance of 1.15' to a point at the intersection of the easterly line of the Permanent Utility Easement and the westerly property line of The Valspar Corporation;

Thence along the westerly line of The Valspar Corporation by a curve to the right having a Radius of 410.28' an Arc Length of 64.69' and a Chord Bearing of North 44°18'30" West 64.62' to a point;

Thence continuing along the westerly property line of The Valspar Corporation by a curve to the left having a Radius of 1,322.53' an Arc Length of 10.62' and a Chord Bearing of North 33°23'19" West 10.62' to a point;

Thence continuing along the westerly property line of the Valspar Corporation North 33°37'08" West a distance of 106.29' to a point at the northwesterly corner of The Valspar Corporation;

Thence along the northerly property line of The Valspar Corporation North 89°15'38" East a distance of 39.51' to a point, at the place of beginning.

Containing within said bounds 3,098 Square Feet/ 0.071 Acre of land.

Being a part of that parcel of land that Pittsburgh Economic and Industrial Development Corporation by their deed dated September 29, 1999, and recorded in Deed Book Volume 10848, Page 259 conveyed to The Valspar Corporation.

Temporary Construction Easement No. 1

All that piece or parcel of land situate in the 27th Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, being more particularly described as follows:

Beginning at a point at the northwesterly corner of the lands of Engineered Polymer Solutions, Inc.

Thence from said point of beginning along the northerly property line of Engineered Polymer Solutions, Inc. by a curve to the left having a Radius of 410.28' an Arc Length of 64.62' and a Chord Bearing of South 53°20'13" East 64.55' to a point at the intersection of the northerly property line of Engineered Polymer Solutions, Inc. and the easterly line of the Temporary Construction Easement;

Thence through the lands of Engineered Polymer Solutions, Inc. along the easterly line of the Temporary Construction Easement South 18°45'57" West a distance of 24.54' to a point;

Thence continuing through the lands of Engineered Polymer Solutions, Inc. along the easterly line of the Temporary Construction Easement South 50°46'45" East a distance of 8.85' to a point at the intersection of the easterly line of the Temporary Construction Easement and the westerly property line of Engineered Polymer Solutions, Inc.;

Thence along the westerly property line of Engineered Polymer Solutions, Inc. by a curve to the left having a Radius of 1,336.53' an Arc Length of 76.89' and a Chord Bearing of North 28°47'30" West 76.88' to a point, at the place of beginning.

Containing within said bounds 1,005 Square Feet/ 0.023 Acre of land.

Being a part of those parcels of land that The Valspar Corporation by their deed dated January 29, 1998, and recorded in Deed Book Volume 10491, Page 102 conveyed to Engineered Polymer Solutions, Inc..

Temporary Construction Easement No. 2

All that piece or parcel of land situate in the 27th Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, being more particularly described as follows:

Beginning at a point at the intersection of the northerly property line of The Valspar Corporation and the easterly line of the Temporary Construction Easement, said point being the intersection of the westerly terminus of Tracy Street (40' wide) and the lands of The Valspar Corporation.

Thence from said point of beginning through the lands of The Valspar Corporation along the easterly line of the Temporary Construction Easement South 00°44'22" East a distance of 2.00' to a point;

Thence continuing through the lands of The Valspar Corporation along the Temporary Construction Easement South 89°15'38" West a distance of 71.09' to a point;

Thence continuing through the lands of The Valspar Corporation along the Temporary Construction Easement South 33°37'08" East a distance of 94.86' to a point;

mbe
monaloh basin
engineers

Permanent Utility Easement and Temporary Construction Easement
Parcel ID: 75-P-120 / 75-R-270

Thence continuing through the lands of The Valspar Corporation along the Temporary Construction Easement by a curve to the left having a Radius of 395.28' an Arc Length of 130.06' and a Chord Bearing of South 47°54'18" East 129.47' to a point;

Thence continuing through the lands of The Valspar Corporation along the Temporary Construction Easement South 18°45'57" West a distance of 15.44' to a point at the intersection of the Temporary Construction Easement and the westerly property line of The Valspar Corporation;

Thence along the westerly line of The Valspar Corporation by a curve to the right having a Radius of 410.28' an Arc Length of 129.30' and a Chord Bearing of North 48°49'12" West 128.77' to a point;

Thence continuing along the westerly property line of The Valspar Corporation by a curve to the left having a Radius of 1,322.53' an Arc Length of 10.62' and a Chord Bearing of North 33°23'19" West 10.62' to a point;

Thence continuing along the westerly property line of the Valspar Corporation North 33°37'08" West a distance of 106.29' to a point at the northwesterly corner of The Valspar Corporation;

Thence along the northerly property line of The Valspar Corporation North 89°15'38" East a distance of 89.05' to a point, at the place of beginning.

Containing within said bounds 3,587 Square Feet/ 0.082 Acre of land.

Being a part of that parcel of land that Pittsburgh Economic and Industrial Development Corporation by their deed dated September 29, 1999, and recorded in Deed Book Volume 10848, Page 259 conveyed to The Valspar Corporation.

pennsylvania DEPARTMENT OF REVENUE (EX) MOD 06-19 (FI)

REV-183

BUREAU OF INDIVIDUAL TAXES
PO BOX 280603
HARRISBURG, PA 17128-0603

1830019105

REALTY TRANSFER TAX STATEMENT OF VALUE

COMPLETE EACH SECTION

RECORDER'S USE ONLY

State Tax Paid:

Book: | Page:

Instrument Number:

Date Recorded:

SECTION I TRANSFER DATA

Date of Acceptance of Document			
07/08/2025			
Grantor(s)/Lessor(s)	Telephone Number	Grantee(s)/Lessee(s)	Telephone Number
The Sherwin-Williams Company	(216) 566-1708	Allegheny County Sanitary Authority	(412) 766-1232
Mailing Address		Mailing Address	
101 West Prospect Avenue		3300 Preble Avenue	
City / State / ZIP Code		City / State / ZIP Code	
Cleveland / OH / 44115		Pittsburgh / PA / 15233	

SECTION II REAL ESTATE LOCATION

Street Address	City, Township, Borough	
2001 Tracy Street & 3125 Preble Ave	Pittsburgh, 27th Ward	
County	School District	Tax Parcel Number
Allegheny	Pittsburgh	Part of 75-R-270 & 75-P-120

SECTION III VALUATION DATA

Was transaction part of an assignment or relocation? ○ YES ● NO

1. Actual Cash Consideration	2. Other Consideration	3. Total Consideration
1.00	+ 0.00	= 1.00
4. County Assessed Value	**5. Common Level Ratio Factor**	**6. Computed Value**
6,041,100.00	x 1.99	= 12,021,789.00

SECTION IV EXEMPTION DATA - Refer to instructions for exemption status.

1a. Amount of Exemption Claimed	1b. Percentage of Grantor's Interest in Real Estate	1c. Percentage of Grantor's Interest Conveyed
$ 12,021,789.00	100 %	100 %

2. Fill in the Appropriate Oval Below for Exemption Claimed.

- ○ Will or intestate succession. _____ (Name of Decedent) _____ (Estate File Number)
- ○ Transfer to a trust. (Attach complete copy of trust agreement and all amendments.)
- ○ Transfer from a trust. (Attach complete copy of trust agreement and all amendments.)
- ○ Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- ● Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- ○ Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- ○ Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- ○ Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- ○ Other (Provide a detailed explanation of exemption claimed. If more space is needed attach additional sheets.)

SECTION V CORRESPONDENT INFORMATION - All inquiries may be directed to the following person:

Name		Telephone Number
Keystone Acquisition Services Corporation		(412) 364-8612
Mailing Address	City	State / ZIP Code
3200 McKnight East Drive, Suite 3210	Pittsburgh	PA / 15237

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party	Date
Kara Owens	7/24/25

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.

1830019105

1830019105

60 2025 00020079

Allegheny County
Jessica Garofolo
Division of Real Estate
Pittsburgh, PA 15219

ORT ADDENDUM 3
Section 01 14 19
Attachment 1.2
(18 Pages)

Instrument Number: 2025-20079 **BK-DE VL-20127 PG-264**

Recorded On: July 31, 2025 **As-Deed Easement**

Parties: SHERWIN WILLIAMS CO

To ALLEGHENY COUNTY SANITARY AUTH **# of Pages: 18**

Comment:

********** **THIS IS NOT A BILL** **********

Deed Easement	181.75
	0
	0
Total:	181.75

Realty Transfer Stamp

Affidavit Attached-Yes
NOT A DEED OF TRANSFER EXEMPT

Value

Not a Deed of Transfer 0.00
0.00

Division of Real Estate Stamp:

Certified On/By-> 07-31-2025 / Angela Gans

TAKING

I hereby certify that the within and foregoing was recorded in the Division of Real Estate in Allegheny County, PA

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

File Information:

Document Number: 2025-20079
Receipt Number: 4493730
Recorded Date/Time: July 31, 2025 11:25:37A
Book-Vol/Pg: BK-DE VL-20127 PG-264
User / Station: L Sulecki - CASH 03

Record and Return To:

BABST CALLAND CLEMENTS & ZOMNIR P C
TWO GATEWAY CENTER
603 STANWIX ST
PITTSBURGH PA 15222

Jessica Garofolo

Jessica Garofolo, Director
Sara Innamorato, County Executive

17 pages

632856 DRE Certified
31-Jul-2025 11:12A\Int By: Angela Gans

Prepared By: Craig Laurenson
Keystone Acquisition Services Corporation
3200 McKnight East Drive, STE 3210
Pittsburgh, PA 15237-6423

Return To: Babst, Calland, Clements & Zomnir, P.C.
c/o Alyssa E. Golfieri, Esquire
Two Gateway Center
603 Stanwix Street
Pittsburgh, PA 15222

Site Location: 2001 Tracy Street & 3125 Preble Avenue, 27th Ward, Pittsburgh, PA 15233

Clean Water Plan	
Program	Regional Tunnel
Purpose	Temporary Construction Easement
Municipality	City of Pittsburgh, 27th Ward
Parcel Id Number	75-R-270 & 75-P-120
Property Owner	The Sherwin-Williams Company

TEMPORARY EASEMENT AGREEMENT FOR CONSTRUCTION

THIS TEMPORARY EASEMENT AGREEMENT FOR CONSTRUCTION (this "Agreement"), made this 8th day of July, 2025 (the "Effective Date"), by and between The Sherwin-Williams Company, an Ohio corporation, successor-by-merger to Engineered Polymer Solutions, Inc., a Delaware corporation, and The Valspar Corporation, a Delaware corporation, with its principal place of business at 101 West Prospect Avenue, Cleveland, OH 44115-1093 ("Property Owner"), and the Allegheny County Sanitary Authority, a Pennsylvania municipal authority ("ALCOSAN") (each a "Party," and together, the "Parties").

W I T N E S S E T H:

WHEREAS, ALCOSAN is authorized and empowered by Subsections (d)(4), (5) and (15) of Section 5607 of the Municipality Authorities Act of June 19, 2001, P.L. 287, No. 22, 53 Pa.C.S. §§ 5601-5622, to hold or acquire by lease, purchase or condemnation any lands, rights, easements, franchises and other property, whether real, personal or mixed, deemed necessary or desirable for carrying out its purposes, including, without limitation, to construct, improve, maintain, repair and operate projects; and

WHEREAS, in connection with ALCOSAN's development of Clean Water Plan Improvements on various other properties (the "Project"), ALCOSAN requires a temporary construction easement in the areas shown on the plan attached as **Exhibit A** hereto for work and operations necessary or convenient for ALCOSAN's planning, implementation, execution, construction, installation and completion of the Project (the "Easement," and the area encompassed therein, the "Easement Area"), over a portion of those certain parcels of real property situated in Allegheny County, Pennsylvania, being Parcel Numbers 75-R-270 and

75-P-120 (the "Property"), which Property belongs to Property Owner, being all or a portion of the same property conveyed or devised to Property Owner's aforementioned predecessor-by-merger (i) Engineered Polymer Solutions, Inc. by deed of The Valspar Corporation, a Delaware corporation, dated January 29, 1998 and recorded in DBV 10491 PG 102, and (ii) The Valspar Corporation by Deed of Pittsburgh Economic and Industrial Development Corporation, a non-profit industrial development agency dated September 29, 1999 and recorded in Deed Book 10848 Page 259, and in lieu of condemnation thereof, Property Owner desires to grant the Easement to ALCOSAN.

NOW, THEREFORE, in consideration of the sum of Fourteen Thousand Four Hundred and 00/100 Dollars ($14,400.00) (the "Easement Payment") and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **Grant of Easement and Permitted Activities**. Property Owner hereby grants and conveys to ALCOSAN and its successors and assigns, for the Term (as defined in **Section 10** hereof), on the terms and conditions set forth in this Agreement, the Easement with the following rights and privileges: (a) to use the Easement Area for any work and operations necessary or convenient for ALCOSAN's planning, implementation, execution, construction, installation and completion of the Project; (b) to park and place in the Easement Area any vehicles, temporary structures, equipment, materials and supplies, but only to the extent reasonably required for the Project; and (c) access to and ingress, egress and regress from, over, upon and within the Easement Area for all of the foregoing purposes (all of the foregoing, collectively, the "Permitted Activities"). In connection with the Permitted Activities, ALCOSAN shall secure all property, equipment, materials, supplies or the like of ALCOSAN located in the Easement Area and store all such items in a reasonably neat condition. ALCOSAN shall use the Easement Area only for the Permitted Activities and shall not permit the Easement Area to be used for any other purpose.

2. **Entrance**. ALCOSAN shall not enter or occupy the Easement Area until the Easement Payment is paid to Property Owner and all certificates of insurance are provided to Property Owner as required pursuant to **Section 11** hereof.

3. **Compliance with Laws**. ALCOSAN shall comply with all Applicable Laws (as defined herein) that govern or relate to ALCOSAN's activities and operations in the Easement Area. ALCOSAN shall obtain all necessary federal, state and local permits, licenses and other authorizations required for its activities and operations in the Easement Area and in furtherance of the Permitted Activities conducted therein.

   As used in this Agreement, "Applicable Laws" shall mean, with respect to the Easement and the Easement Area, any applicable federal, national, regional, state, municipal or local law, statute, treaty, rule, regulation, ordinance, code, judgment, decree, directive, injunction, writ or similar action or decision duly implementing any of the foregoing by any Governmental Authority, whether now or hereafter in effect. "Governmental Authority" shall mean any federal, state or local government or political subdivision thereof, including any authority, body, agency, department, bureau, or entity exercising executive, legislative, judicial, regulatory or administrative governmental powers or functions, or having the authority to bind a party at law, in each case to the extent the same has jurisdiction over the person, action, or property in question.

4. **Hazardous Materials**. ALCOSAN, at its expense, shall comply with Applicable Laws governing Hazardous Materials brought to or placed or used in the Easement Area by ALCOSAN or its Contractors (as defined below). "Hazardous Materials" shall mean hazardous or toxic materials, wastes, substances, and/or pollutants, as defined or identified in Applicable Laws. ALCOSAN, its affiliates, its contractors, subcontractors, vendors, agents, representatives, or other persons or

entities performing work or acting on their behalf (hereinafter collectively referred to as "Contractors"), and assigns shall not use the Easement Area for treatment, emission, release, discharge, or disposal of Hazardous Materials (excepting automotive or similar engine or equipment emissions in accordance with Applicable Laws). In the event of any emission, discharge, or release of any Hazardous Materials (excepting automotive or similar engine or equipment emissions in accordance with Applicable Laws) in the Easement Area caused or permitted by ALCOSAN or its Contractors, ALCOSAN shall immediately notify Property Owner and at Property Owner's request, undertake all environmental remediation required by Applicable Laws and comply with orders, directives, or mandates of any Governmental Authority having jurisdiction thereover. This **Section 4** shall survive the termination or expiration of this Agreement.

5. **Non-Interference; Maintenance**. (a) Property Owner shall not (i) damage, tamper or unreasonably interfere with any vehicles, temporary structures, equipment, materials, supplies or other property of ALCOSAN or its Contractors in the Easement Area, (ii) install any additional structures in the Easement Area or locate any personal property in the Easement Area, (iii) conduct business operations in the Easement Area (other than maintenance and repair of its existing structures there), or (iv) materially interfere with ALCOSAN or its Contractors in their use and enjoyment of the Easement Area for the Permitted Activities. Within fifteen (15) days after the Effective Date, Property Owner shall remove its personal property from the Easement Area.

   (b) ALCOSAN shall maintain the Easement Area in reasonably good repair and in a reasonably neat condition; provided, however, that ALCOSAN shall have no maintenance or repair responsibility with respect to any structures or personal property of Property Owner elsewhere on the Property. In no event shall Property Owner have any obligation to make any repairs, maintenance or replacements in the Easement Area during the Term.

   (c) Notwithstanding anything in this Agreement to the contrary, in no event shall ALCOSAN's use of this Easement or activities in the Easement Area unreasonably interfere with Property Owner's businesses conducted on, or use, operation and/or enjoyment of, the Property outside of the Easement Area or interfere with Property Owner's obligation to act in compliance with Applicable Laws, or impose any cost on the Property Owner.

6. **Costs; Reimbursements**. ALCOSAN shall be solely responsible for, and shall pay on a timely basis when due, all costs and expenses associated with its activities in the Easement Area hereunder.

   In the event ALCOSAN reasonably determines that the removal of any structures in the Easement Area, including, without limitation, fencing, is required to be removed in furtherance of the Permitted Activities, ALCOSAN shall not remove any such items without the prior written consent of Property Owner, which consent shall not be unreasonably withheld, conditioned or delayed; provided, the removal and replacement of all such items shall be at ALCOSAN's sole cost and expense.

   This **Section 6** shall survive the termination or expiration of this Agreement.

7. **Liens and Encumbrances**. ALCOSAN shall keep the Easement Area and the rest of the Property free from any liens or encumbrances arising out of any work performed, materials furnished or obligations incurred by or on behalf of ALCOSAN and its Contractors in connection with its use and enjoyment of the Easement Area. In the event that any such lien is filed against any portion of the Property, ALCOSAN shall cause the same to be paid or bonded over or released within thirty (30) days after receipt of written demand therefor from Property Owner. ALCOSAN's obligations

pertaining to liens or encumbrances against the Property shall survive the termination of this Agreement.

8. **Indemnification**. ALCOSAN agrees to indemnify, defend (through legal counsel reasonably acceptable to Property Owner) and hold harmless Property Owner and its shareholders, officers, directors, employees, agents, successors and assigns (collectively, "Property Owner Parties") from and against any and all claims, demands, losses, suits, judgments, liabilities, costs, damages, fees and other expenses, including, but not limited to, court costs and reasonable attorneys' and experts' fees, caused by, resulting from, relating to, arising out of or in any way connected with ALCOSAN's and its Contractors activities, or any activities on their behalf, within the Easement Area or breach of this Agreement; provided, however, that the foregoing obligations shall not apply to any gross negligence or willful misconduct of Property Owner, Property Owner Parties, or those acting on behalf of or at the direction of Property Owner, or to acts or omissions of Property Owner that constitute a breach of this Agreement.

9. **Eminent Domain**. To the extent permitted by applicable law, Property Owner hereby remises, releases, quitclaims and forever discharges ALCOSAN of and from all suits, damages, claims and demands which Property Owner might otherwise have been entitled to assert under the provisions of the Eminent Domain Code, 26 Pa.C.S. § 101 et seq., for or on account of the grant of the Easement hereunder and any injury to or destruction of the Easement Area, except damages, if any, under Section 710 (Limited Reimbursement of Appraisal, Attorney and Engineering Fees) and Section 711 (Payment on Account of Increased Mortgage Costs) of the Eminent Domain Code; provided, however, that (a) if relocation of a residence or business or farm operation is involved, this release shall likewise not apply to damages, if any, under Section 902 (Moving Expenses) and/or Section 903 and/or 904 (Replacement Housing) of the Eminent Domain Code, and (b) the foregoing release shall not be deemed to constitute a waiver of Property Owner's right to the Easement Payment or other payments expressly provided for herein, restoration of the Easement Area following ALCOSAN's use thereof as provided herein, or any indemnification obligations of ALCOSAN hereunder with respect to this Agreement.

10. **Term; Termination**. (a) The term of this Agreement (the "Term") shall commence on the date that ALCOSAN commences construction within in the Easement Area and shall expire automatically on the date that is the earlier of: (i) five (5) years after ALCOSAN commences construction within in the Easement Area; or (ii) the date that the Project is completed or ALCOSAN determines that it no longer requires the Easement. Upon the expiration or termination of this Agreement, ALCOSAN shall reasonably promptly execute and deliver a written release of this Agreement in a form reasonably satisfactory to Property Owner (a "Written Release") and any other documentation reasonably requested by Property Owner for such purposes, and if ALCOSAN records this Agreement in the public property records, then reasonably promptly following the expiration or termination of this Agreement, ALCOSAN, at its sole cost and expense, shall record such Written Release of this Agreement to terminate it of record.

(b) Property Owner shall have the right to terminate this Agreement upon written notice to ALCOSAN as of the date specified in such written notice in the event one or more of the following shall have occurred (each, a "Termination Event"): ALCOSAN (i) ceases use of the Easement or abandons the Easement Area after commencing construction, in each instance for a period of at least one (1) year; (ii) utilizes the Easement for purposes other than for the Permitted Activities; (iii) fails to comply in any material respect with any Applicable Law, subjecting Property Owner to fines or civil or criminal liability, including, without limitation, any applicable environmental law governing the use of Hazardous Materials; (iv) materially interferes with or materially adversely impacts Property Owner's use of the Property, excepting the Easement Area,

as a result of ALCOSAN's use of the Easement, in breach of this Agreement; or (v) otherwise materially breaches this Agreement; provided, however, ALCOSAN shall not be deemed in default of clauses (ii) through (v) hereunder, and Property Owner shall have no termination right as to clauses (ii) through (v) hereunder, if ALCOSAN shall have commenced action to remedy any non-monetary failure giving rise to a Termination Event described therein promptly following written notice thereof, shall have diligently and continuously prosecuted such action in good faith thereafter, shall have provided Property Owner with written notice that it has commenced action to remedy such failure, shall keep Property Owner reasonably apprised of ALCOSAN's efforts to remedy such default, and, in any event, shall have cured such default no later than ninety (90) days after Property Owner's written notice of default.

In the event Property Owner is entitled to (and does) terminate this Agreement in accordance with this **Section 10**, then notwithstanding any provision herein to the contrary, within one hundred eighty (180) days following written notice of termination, ALCOSAN must remove all above and below ground improvements in the Easement Area installed or made by or on behalf of ALCOSAN that are not provided to be left in place, and ALCOSAN shall make all repairs and restorations otherwise provided for in this Agreement.

In addition to its rights of termination as set forth above (but subject to the conditions on termination set forth above), Property Owner shall also have any and all other rights and remedies available at law or in equity with respect to any breach of this Agreement by ALCOSAN.

11. **Insurance**. During the Term, ALCOSAN shall, at its expense: (1) maintain a commercial general liability policy, in an amount not less than One Million and No/100 Dollars ($1,000,000.00) per occurrence and Two Million and No/100 Dollars ($2,000,000.00) in the annual aggregate; (2) maintain an umbrella liability policy placement in excess of the commercial general liability policy with limits at least Two Million and No/100 Dollars ($2,000,000.00); (3) maintain automobile liability insurance, which includes, without limitation, coverage for any scheduled (if any) or non-owned and hired vehicles associated with the operations; (4) to the extent exposure exists, maintain workers' compensation insurance, which includes, without limitation, coverage for employee payroll associated with operations; and (5) require its Contractors performing work or acting on behalf of ALCOSAN in the Easement Area to secure or reference the coverage set forth in sub-part (1) and (2) hereinabove and include commercial automobile liability, and workers' compensation (to the extent exposure exists). ALCOSAN shall cause Property Owner to be named as an additional insured on the required insurance policies (except for those policies that do not permit the naming of additional insureds). Certificates of insurance shall be provided to Property Owner prior to entry onto the Easement Area and commencement of any construction activities thereon. Thereafter, ALCOSAN shall deliver a certificate of such insurance to Property Owner from time to time upon reasonable request by Property Owner therefor.

12. **No Liability**. The obligations and liabilities of the Parties under this Agreement are limited to the Parties, and under no circumstances shall any obligation or liability be personally binding upon either Party's respective officers, directors, shareholders, employees or agents, regardless of whether such obligations or liabilities are in the nature of contract, tort or otherwise. Further, except for a breach by ALCOSAN of any applicable environmental law, neither Party shall be liable to the other Party for punitive, consequential, indirect or special damages under this Agreement.

13. **Amendment**. This Agreement may only be amended by an instrument in writing signed by both Parties. Except as expressly provided in this Agreement, no waiver by any Party of any provision of or right under this Agreement shall be binding unless executed in writing by the Party making

the waiver. No waiver of any provision of or right under this Agreement shall constitute a waiver of any other provision of or right hereunder, nor shall any waiver be a continuing waiver.

14. **Time of the Essence**. Time is of the essence in the performance by the Parties of each and all of their respective obligations under this Agreement.

15. **Governing Law; Venue**. The laws of the Commonwealth of Pennsylvania shall govern the rights and obligations of the Parties under this Agreement without regard to its conflicts of law provisions. Any and all disputes between the Parties under or in connection with this Agreement shall be adjudicated in the Court of Common Pleas of Allegheny County, Pennsylvania, or the U.S. District Court for the Western District of Pennsylvania (if it has jurisdiction) and their respective courts of appeal.

16. **Entire Agreement**. This Agreement (including the prefatory clauses hereof and the exhibits hereto, all of which are fully incorporated herein) constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof, shall be binding upon and inure to the benefit of each Party and its heirs, executors, administrators, successors and assigns, and shall constitute a covenant running with the land of the Property. This Agreement may be recorded in the real property records of Allegheny County, Pennsylvania by ALCOSAN at its sole cost and expense.

17. **Captions**. The headings and captions in the Easement are used for convenience only and shall not be construed to affect its meaning.

18. **Counterparts**. This Agreement may be executed in any number of counterparts, and by each of the Parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally blank.]

Form 27

IN WITNESS WHEREOF, Property Owner and ALCOSAN have executed this Agreement, each intending to be legally bound hereby, effective on the date first written above (irrespective of whether executed by any Party before, on or after said date).

THE SHERWIN-WILLIAMS COMPANY

BY: _____

Name: Stephen J. Perisutti

Title: Assistant Secretary

STATE OF OHIO

COUNTY OF CUYAHOGA

On this 8th day of July, 2025, before me, the undersigned officer, personally appeared Stephen J. Perisutti, who acknowledged him/herself to be the Assistant Secretary [*title*] of The Sherwin-Williams Company, an Ohio corporation, and that as such officer, being authorized to do so, executed such instrument, by signing on behalf of such corporation as such officer, for the purposes contained therein.

In witness whereof, I hereto set my hand and official seal on the day and year set forth above.

_____ [*Signature*]
Notary Public

[*Seal*]

Form 27

ALLEGHENY COUNTY SANITARY AUTHORITY

BY: _____
Name: Arletta Scott Williams
Title: Executive Director

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

On this 15th day of July, 2025, before me, the undersigned officer, personally appeared Arletta Scott Williams, who acknowledged herself to be the Executive Director of the Allegheny County Sanitary Authority, and that as such officer, being authorized to do so, executed such instrument, by signing on behalf of such Authority as such officer, for the purposes contained therein.

In witness whereof, I hereto set my hand and official seal on the day and year set forth above.

_____ [*Signature*]
Notary Public

[*Seal*]

COMMONWEALTH OF PENNSYLVANIA - NOTARY SEAL
Mira D Praytor, Notary Public
Allegheny County
My Commission Expires 5/3/2028
Commission # 1443933

Certificate of Residence

I do hereby certify that the **TAX BILL MAILING ADDRESS** of the within named Grantee is: Allegheny County Sanitary Authority 3300 Preble Avenue Pittsburgh, PA 15233	I do hereby certify that the **OWNER ADDRESS** of the within named Grantee is: Allegheny County Sanitary Authority 3300 Preble Avenue Pittsburgh, PA 15233

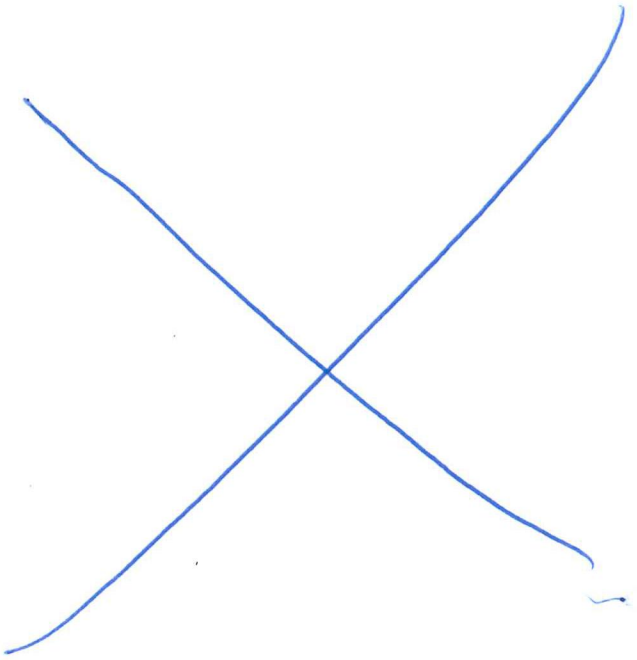
Witness my hand this 15th day of July, 2025.

_____
Agent for Allegheny County Sanitary Authority

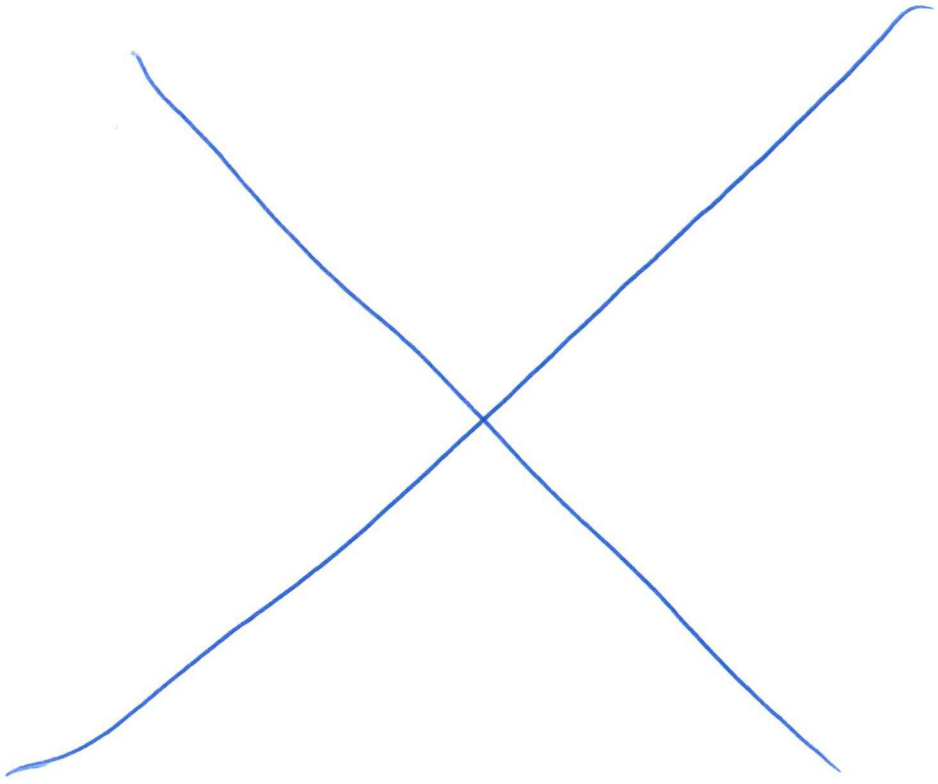
Form 27

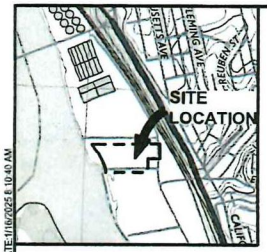
EXHIBIT A
TO TEMPORARY EASEMENT AGREEMENT FOR CONSTRUCTION

DESCRIPTION/DEPICTION OF PROPERTY AND EASEMENT AREA



[See Attachment.]





VICINITY MAP
SCALE: 1"=2000'

N

LEGEND

- Permanent Utility Easement Area
- Temporary Construction Easement Area

TRACY STREET 40' R/W

N89°15'38"E 1,115.00'

VACATED PORTION OF TRACEY STREET RESOLUTION NO. 365 APPROVED 06/19/1998

SEE DETAIL "C" SHEET 4 OF 5

SEE DETAIL "D" SHEET 5 OF 5

N33°37'08"W 106.29'

RADIUS=1,322.53'
ARC LENGTH=10.62'
CHORD BEARING=N33°23'19"W
CHORD LENGTH=10.62'

PC

PT

DWT TUNNEL ℄

RADIUS=410.28'
ARC LENGTH=64.69'
CHORD BEARING=N44°18'30"W
CHORD LENGTH=64.62'

PC

SEE DETAIL "B" SHEET 3 OF 5

DWT TUNNEL CORRIDOR 24' WIDE

RADIUS=1,336.53'
ARC LENGTH=205.77'
CHORD BEARING=N26°01'45"W
CHORD LENGTH=205.57'

36' CITY OF PITTSBURGH RIGHT-OF-WAY

RADIUS=560.44'
ARC LENGTH=103.42'
CHORD BEARING=N16°19'55"W
CHORD LENGTH=103.27'

N04°09'36"W 44.71'

SEE DETAIL "A" SHEET 2 OF 5

THE VALSPAR CORPORATION
BLOCK & LOT
75-P-120
DBV 10848 PG 259

ENGINEERED POLYMER SOLUTIONS, INC.
BLOCK & LOT
75-R-270
DBV 10491 PG 102
FOURTH

30' RIGHT-OF-WAY FOR RAILROAD SIDING

BLOCK & LOT
75-R-270
DBV 10491 PG 102
THIRD

METAL FRAME BUILDING

TEMPORARY CONSTRUCTION EASEMENT RECORDED IN THE ALLEGHENY COUNTY DEPARTMENT OF REAL ESTATE ON SEPTEMBER 13, 2022, IN DBV 19051 PAGE 127

BLOCK & LOT
75-R-270
DBV 10491 PG 102
SECOND

BLOCK & LOT
75-R-270
DBV 10491 PG 102
FIRST

15' COMBINATION SEWER EASEMENT

METAL FRAME WAREHOUSE BUILDING

S89°15'38"W 199.03'

S00°59'14"E 250.00'

S00°44'22"E 225.00'

S89°15'38"W 690.84'

PREBLE AVENUE 50' R/W

WESTHALL STREET 50' R/W

100' 0' 100'
SCALE: 1" = 100'

GENERAL NOTES

1.) Private property lines are plotted from the current deed of record, recorded subdivision or lot plans, existing topographical features and limited field data. Private property lines were not surveyed by the professional land surveyor responsible for the project.

2.) Bearings and distances shown on this plan are derived from GPS observations on the Pennsylvania State Plane Coordinate System, South Zone, NAD 1983.

3.) The property is subject to all prior conveyances, easement, reservations and conditions recited in all prior conveyances.

4.) Topographic features are indicated in accordance with a survey performed in September, 2022 by Monaloh Basin Engineers, Inc. and are based on the North American Vertical Datum of 1988, NAVD 88.

Surveyed by:	REVISION			
MBE	REV No.	DATE	DESCRIPTION	APPV
Drawn by:				
BPP				
Checked by:				
BMT				

I, Brody M. Tunno, a licensed Professional Land Surveyor in the Commonwealth of Pennsylvania, hereby certify, to the best of my knowledge, information and belief, that this plan is correct and has been surveyed and prepared by me or under my direct supervision.

Brody M. Tunno PLS #SU075462 — 01/16/2025 Date

mbe monaloh basin engineers
Campbells Run Business Center
300 Business Center Drive, Suite 304
Pittsburgh, PA 15205
Office: 412-788-2433 Fax: 412-788-2285
www.mbe-eng.com

COMMONWEALTH OF PENNSYLVANIA — BRODY M. TUNNO — PROFESSIONAL LAND SURVEYOR

ARLETTA SCOTT WILLIAMS
EXECUTIVE DIRECTOR, ALCOSAN
3300 PREBLE AVE.
PITTSBURGH, PENNSYLVANIA
PITTSBURGH, PA 15233
(412) 766-4810
www.alcosan.org

ALLEGHENY COUNTY SANITARY AUTHORITY
27TH WARD, CITY OF PITTSBURGH
COUNTY OF ALLEGHENY, PENNSYLVANIA

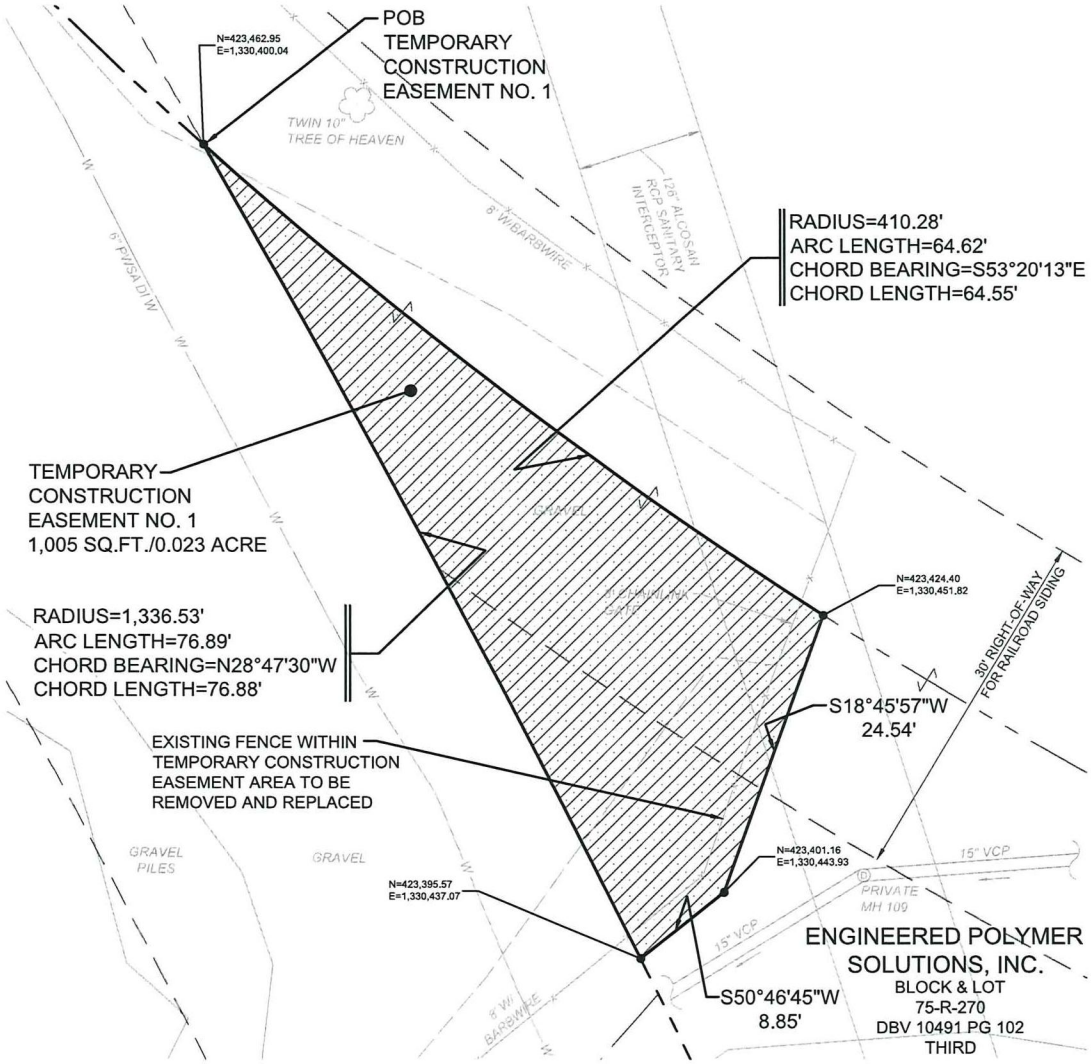
ENGINEERED POLYMER SOLUTIONS, INC. & THE VALSPAR CORPORATION

BLOCK & LOT 75-P-120 & 75-R-270

PERMANENT UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

Contract:	S485
CAD File name:	3364-01 - 75-P-120 - 75-R-270 Easement Exhibit.dwg
Date:	01/16/2025
Sheet:	1 OF 5

FILE NAME:\\3364\3364-01 - ORT Mott MacDonald\06 Right-Of-Way\Cadd Files\Production Plans\Property Exhibits\Surface Easement Exhibits - 3364-01 - 75-P-120 - 75-R-270 Easement Exhibit LAST SAVED BY: BPITCHER PLOT DATE: 1/16/2025 6:10:40 AM



LEGEND

Temporary Construction Easement Area

GENERAL NOTES

1.) Private property lines are plotted from the current deed of record, recorded subdivision or lot plans, existing topographical features and limited field data. Private property lines were not surveyed by the professional land surveyor responsible for the project.

2.) Bearings and distances shown on this plan are derived from GPS observations on the Pennsylvania State Plane Coordinate System, South Zone, NAD 1983.

3.) The property is subject to all prior conveyances, easement, reservations and conditions recited in all prior conveyances.

4.) Topographic features are indicated in accordance with a survey performed in September, 2022 by Monaloh Basin Engineers, Inc. and are based on the North American Vertical Datum of 1988, NAVD 88.

5.) Temporary construction easement or easements in the area(s) shown on the plan are hereto for work and operations necessary or convenient for ALCOSAN's planning, implementation, execution, construction in accordance with the contract documents, installation, and completion of the Project.

6.) The alignment of the existing 6" PWSA ductile iron water main shown is taken from a plan entitled "SUE Investigation of Underground Facilities, Verified Utility Locations" prepared by The Lexis Group last revised 5/18/24.

DETAIL "B"

10' 0' 10'

SCALE: 1" = 10'

Surveyed by: MBE	REVISION			
Drawn by: BPP	REV No.	DATE	DESCRIPTION	APPV
Checked by: BMT				

I, Brody M. Tunno, a licensed Professional Land Surveyor in the Commonwealth of Pennsylvania, hereby certify, to the best of my knowledge, information and belief, that this plan is correct and has been surveyed and prepared by me or under my direct supervision.

Brody M. Tunno, PLS #SU075462 — 01/16/2025 Date

mbe monaloh basin engineers
Campbells Run Business Center
300 Business Center Drive, Suite 304
Pittsburgh, PA 15205
Office: 412-788-2433 Fax: 412-788-2295
www.mbe-eng.com

COMMONWEALTH OF PENNSYLVANIA — BRODY M. TUNNO — LAND SURVEYOR

ARLETTA SCOTT WILLIAMS
EXECUTIVE DIRECTOR, ALCOSAN
3300 PREBLE AVE.
PITTSBURGH, PENNSYLVANIA
PITTSBURGH, PA 15233
(412) 766-4810
www.alcosan.org

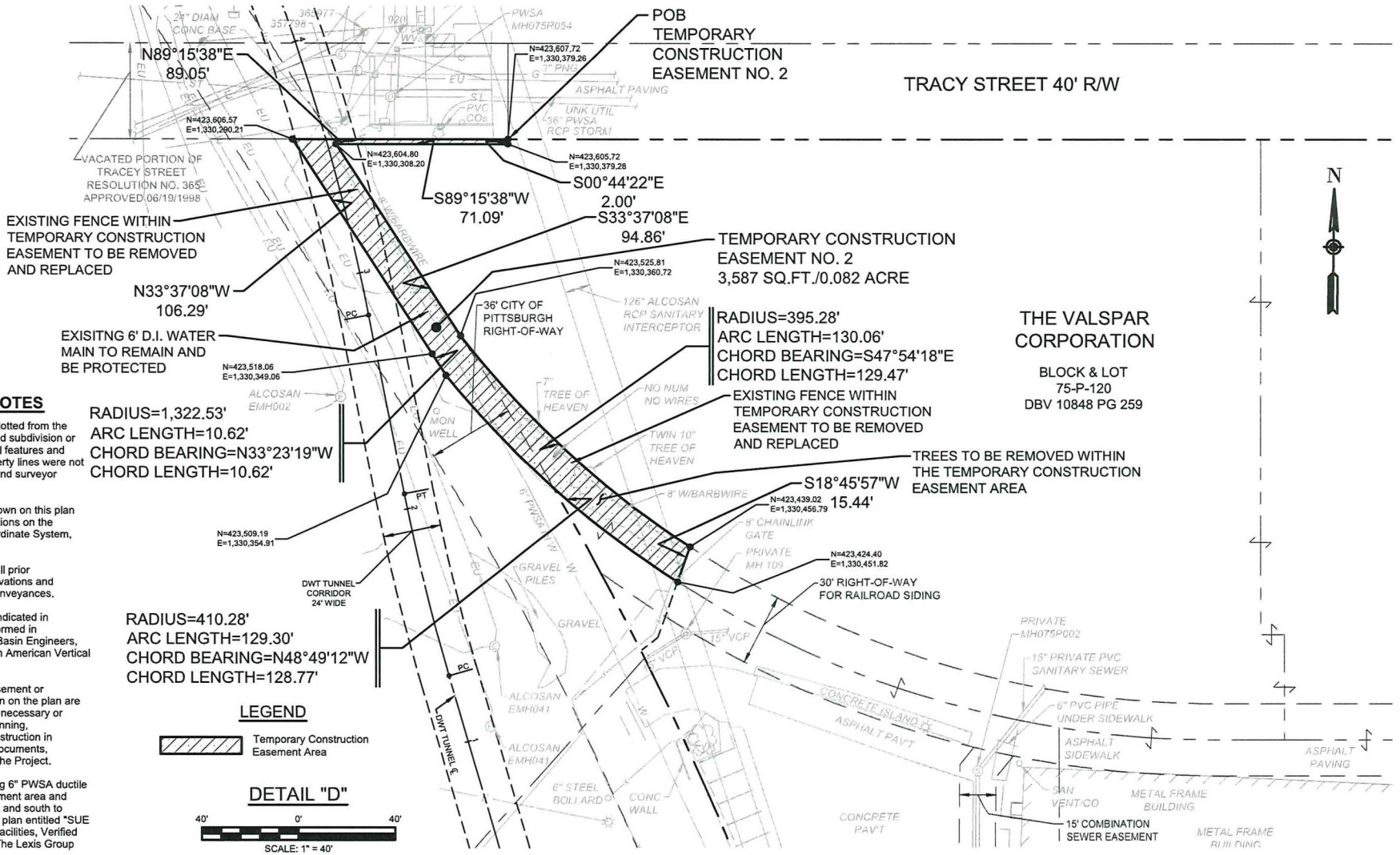
ALLEGHENY COUNTY SANITARY AUTHORITY
27TH WARD, CITY OF PITTSBURGH
COUNTY OF ALLEGHENY, PENNSYLVANIA

ENGINEERED POLYMER SOLUTIONS, INC.
& THE VALSPAR CORPORATION
BLOCK & LOT 75-P-120 & 75-R-270

PERMANENT UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

Contract:	S485
CAD File name:	3364-01 - 75-P-120 - 75-R-270 Easement Exhibit.dwg
Date:	01/16/2025
Sheet:	3 OF 5

FILE NAME:I:\3364\3364-01 - ORT Mott MacDonald\06 Right-Of-Way\Cadd Files\Production Plans\Property Exhibits\Surface Easement Exhibits - 3364-01 - 75-P-120 - 75-R-270 Easement Exhibit LAST SAVED BY: BPITCHER PLOT DATE:1/16/2025 8:10:45 AM



GENERAL NOTES

1.) Private property lines are plotted from the current deed of record, recorded subdivision or lot plans, existing topographical features and limited field data. Private property lines were not surveyed by the professional land surveyor responsible for the project.

2.) Bearings and distances shown on this plan are derived from GPS observations on the Pennsylvania State Plane Coordinate System, South Zone, NAD 1983.

3.) The property is subject to all prior conveyances, easement, reservations and conditions recited in all prior conveyances.

4.) Topographic features are indicated in accordance with a survey performed in September, 2022 by Monaloh Basin Engineers, Inc. and are based on the North American Vertical Datum of 1988, NAVD 88.

5.) Temporary construction easement or easements in the area(s) shown on the plan are hereto for work and operations necessary or convenient for ALCOSAN's planning, implementation, execution, construction in accordance with the contract documents, installation, and completion of the Project.

6.) The alignment of the existing 6" PWSA ductile iron water main shown in easement area and extending north to Tracy Street and south to Westhall Street is taken from a plan entitled "SUE Investigation of Underground Facilities, Verified Utility Locations" prepared by The Lexis Group last revised 5/18/24.

LEGEND

Temporary Construction Easement Area

DETAIL "D"

40' 0' 40'

SCALE: 1" = 40'

FILE NAME: I:\3364\3364-01 - ORT Mott MacDonald\06 Right-Of-Way\Cadd Files\Production Plans\Property Exhibits\Surface Easement Exhibits - 3364-01 - 75-P-120 - 75-R-270 Easement Exhibit LAST SAVED BY: BPITCHER PLOT DATE: 1/16/2025 8:10:52 AM

Surveyed by:	MBE
Drawn by:	BPP
Checked by:	BMT

REVISION

REV No.	DATE	DESCRIPTION	APPV

I, Brody M. Tunno, a licensed Professional Land Surveyor in the Commonwealth of Pennsylvania, hereby certify, to the best of my knowledge, information and belief, that this plan is correct and has been surveyed and prepared by me or under my direct supervision.

Brody M. Tunno, PLS #SU075462 — 01/16/2025 Date

mbe monaloh basin engineers
Campbells Run Business Center
300 Business Center Drive, Suite 304
Pittsburgh, PA 15205
Office: 412-788-2433 Fax: 412-788-2295
www.mbe-eng.com

COMMONWEALTH OF PENNSYLVANIA — REGISTERED PROFESSIONAL — BRODY M. TUNNO — LAND SURVEYOR

alcosan — allegheny county sanitary authority
ARLETTA SCOTT WILLIAMS
EXECUTIVE DIRECTOR, ALCOSAN
3300 PREBLE AVE.
PITTSBURGH, PENNSYLVANIA
PITTSBURGH, PA 15233
(412) 766-4810
www.alcosan.org

ALLEGHENY COUNTY SANITARY AUTHORITY
27TH WARD, CITY OF PITTSBURGH
COUNTY OF ALLEGHENY, PENNSYLVANIA

ENGINEERED POLYMER SOLUTIONS, INC.
& THE VALSPAR CORPORATION
BLOCK & LOT 75-P-120 & 75-R-270

PERMANENT UTILITY EASEMENT AND
TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

Contract:	S485
CAD File name:	3364-01 - 75-P-120 - 75-R-270 Easement Exhibit.dwg
Date:	01/16/2025
Sheet:	5 OF 5

monaloh basin engineers

Permanent Utility Easement and Temporary Construction Easement
Parcel ID: 75-P-120 / 75-R-270

Permanent Utility Easement No. 1

All that piece or parcel of land situate in the 27th Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, being more particularly described as follows:

Beginning at a point at the intersection of the northerly line of Westhall Street (50' wide) and the westerly property line of Engineered Polymer Solutions, Inc.

Thence from said point of beginning along the westerly property line of Engineered Polymer Solutions, Inc. North 04°09'36" West a distance of 44.71' to a point;

Thence continuing along the westerly property line of Engineered Polymer Solutions, Inc. by a curve to the left having a Radius of 560.44' an Arc Length of 7.35' and a Chord Bearing of North 11°25'16" West 7.35' to a point at the intersection of the westerly property line of Engineered Polymer Solutions, Inc. and the northerly line of the Permanent Utility Easement;

Thence through the lands of Engineered Polymer Solutions, Inc. along the northerly line of the Permanent Utility Easement North 89°15'38" East a distance of 54.26' to a point;

Thence continuing through the lands of Engineered Polymer Solutions, Inc. along the easterly line of the Permanent Utility Easement South 02°30'28" East a distance of 51.88' to a point at the intersection of the easterly line of the Permanent Utility Easement and the northerly line of Westhall Street;

Thence along the northerly line of Westhall Street South 89°15'38" West a distance of 51.83' to a point, at the place of beginning.

Containing within said bounds 2,730 Square Feet/ 0.063 Acre of land.

Being a part of those parcels of land that The Valspar Corporation by their deed dated January 29, 1998, and recorded in Deed Book Volume 10491, Page 102 conveyed to Engineered Polymer Solutions, Inc..

Permanent Utility Easement No. 2

All that piece or parcel of land situate in the 27th Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, being more particularly described as follows:

Beginning at a point at the intersection of the northerly property line of The Valspar Corporation and the easterly line of the Permanent Utility Easement, said point being distant 49.55' from the intersection of the westerly terminus of Tracy Street (40' wide) and the lands of The Valspar Corporation.

Thence from said point of beginning through the lands of The Valspar Corporation along the easterly line of the Permanent Utility Easement by a curve to the left having a Radius of 290.00' an Arc Length of 81.82' and a Chord Bearing of South 22°25'39" East 81.55' to a point;

Thence continuing through the lands of The Valspar Corporation along the easterly line of the Permanent Utility Easement South 30°30'35" East a distance of 78.88' to a point;

Thence continuing through the lands of the Valspar Corporation along the easterly line of the Permanent Utility Easement South 45°58'24" West a distance of 1.15' to a point at the intersection of the easterly line of the Permanent Utility Easement and the westerly property line of The Valspar Corporation;

Thence along the westerly line of The Valspar Corporation by a curve to the right having a Radius of 410.28' an Arc Length of 64.69' and a Chord Bearing of North 44°18'30" West 64.62' to a point;

Thence continuing along the westerly property line of The Valspar Corporation by a curve to the left having a Radius of 1,322.53' an Arc Length of 10.62' and a Chord Bearing of North 33°23'19" West 10.62' to a point;

Thence continuing along the westerly property line of the Valspar Corporation North 33°37'08" West a distance of 106.29' to a point at the northwesterly corner of The Valspar Corporation;

Thence along the northerly property line of The Valspar Corporation North 89°15'38" East a distance of 39.51' to a point, at the place of beginning.

Containing within said bounds 3,098 Square Feet/ 0.071 Acre of land.

Being a part of that parcel of land that Pittsburgh Economic and Industrial Development Corporation by their deed dated September 29, 1999, and recorded in Deed Book Volume 10848, Page 259 conveyed to The Valspar Corporation.

Temporary Construction Easement No. 1

All that piece or parcel of land situate in the 27th Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, being more particularly described as follows:

Beginning at a point at the northwesterly corner of the lands of Engineered Polymer Solutions, Inc.

Thence from said point of beginning along the northerly property line of Engineered Polymer Solutions, Inc. by a curve to the left having a Radius of 410.28' an Arc Length of 64.62' and a Chord Bearing of South 53°20'13" East 64.55' to a point at the intersection of the northerly property line of Engineered Polymer Solutions, Inc. and the easterly line of the Temporary Construction Easement;

Thence through the lands of Engineered Polymer Solutions, Inc. along the easterly line of the Temporary Construction Easement South 18°45'57" West a distance of 24.54' to a point;

Thence continuing through the lands of Engineered Polymer Solutions, Inc. along the easterly line of the Temporary Construction Easement South 50°46'45" East a distance of 8.85' to a point at the intersection of the easterly line of the Temporary Construction Easement and the westerly property line of Engineered Polymer Solutions, Inc.;

Thence along the westerly property line of Engineered Polymer Solutions, Inc. by a curve to the left having a Radius of 1,336.53' an Arc Length of 76.89' and a Chord Bearing of North 28°47'30" West 76.88' to a point, at the place of beginning.

Containing within said bounds 1,005 Square Feet/ 0.023 Acre of land.

Being a part of those parcels of land that The Valspar Corporation by their deed dated January 29, 1998, and recorded in Deed Book Volume 10491, Page 102 conveyed to Engineered Polymer Solutions, Inc..

Temporary Construction Easement No. 2

All that piece or parcel of land situate in the 27th Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, being more particularly described as follows:

Beginning at a point at the intersection of the northerly property line of The Valspar Corporation and the easterly line of the Temporary Construction Easement, said point being the intersection of the westerly terminus of Tracy Street (40' wide) and the lands of The Valspar Corporation.

Thence from said point of beginning through the lands of The Valspar Corporation along the easterly line of the Temporary Construction Easement South 00°44'22" East a distance of 2.00' to a point;

Thence continuing through the lands of The Valspar Corporation along the Temporary Construction Easement South 89°15'38" West a distance of 71.09' to a point;

Thence continuing through the lands of The Valspar Corporation along the Temporary Construction Easement South 33°37'08" East a distance of 94.86' to a point;

mbe
monaloh basin engineers

Permanent Utility Easement and Temporary Construction Easement
Parcel ID: 75-P-120 / 75-R-270

Thence continuing through the lands of The Valspar Corporation along the Temporary Construction Easement by a curve to the left having a Radius of 395.28' an Arc Length of 130.06' and a Chord Bearing of South 47°54'18" East 129.47' to a point;

Thence continuing through the lands of The Valspar Corporation along the Temporary Construction Easement South 18°45'57" West a distance of 15.44' to a point at the intersection of the Temporary Construction Easement and the westerly property line of The Valspar Corporation;

Thence along the westerly line of The Valspar Corporation by a curve to the right having a Radius of 410.28' an Arc Length of 129.30' and a Chord Bearing of North 48°49'12" West 128.77' to a point;

Thence continuing along the westerly property line of The Valspar Corporation by a curve to the left having a Radius of 1,322.53' an Arc Length of 10.62' and a Chord Bearing of North 33°23'19" West 10.62' to a point;

Thence continuing along the westerly property line of the Valspar Corporation North 33°37'08" West a distance of 106.29' to a point at the northwesterly corner of The Valspar Corporation;

Thence along the northerly property line of The Valspar Corporation North 89°15'38" East a distance of 89.05' to a point, at the place of beginning.

Containing within said bounds 3,587 Square Feet/ 0.082 Acre of land.

Being a part of that parcel of land that Pittsburgh Economic and Industrial Development Corporation by their deed dated September 29, 1999, and recorded in Deed Book Volume 10848, Page 259 conveyed to The Valspar Corporation.

pennsylvania DEPARTMENT OF REVENUE (EX) MOD 06-19 (FI)

REV-183

BUREAU OF INDIVIDUAL TAXES
PO BOX 280603
HARRISBURG, PA 17128-0603

1830019105

REALTY TRANSFER TAX STATEMENT OF VALUE

COMPLETE EACH SECTION

RECORDER'S USE ONLY

State Tax Paid:

Book: | Page:

Instrument Number:

Date Recorded:

SECTION I TRANSFER DATA

Date of Acceptance of Document			
07/08/2025			
Grantor(s)/Lessor(s)	Telephone Number	Grantee(s)/Lessee(s)	Telephone Number
The Sherwin-Williams Company	(216) 566-1708	Allegheny County Sanitary Authority	(412) 766-1232
Mailing Address		Mailing Address	
101 West Prospect Avenue		3300 Preble Avenue	
City / State / ZIP Code		City / State / ZIP Code	
Cleveland / OH / 44115		Pittsburgh / PA / 15233	

SECTION II REAL ESTATE LOCATION

Street Address	City, Township, Borough	
2001 Tracy Street & 3125 Preble Ave	Pittsburgh, 27th Ward	
County	School District	Tax Parcel Number
Allegheny	Pittsburgh	Part of 75-R-270 & 75-P-120

SECTION III VALUATION DATA

Was transaction part of an assignment or relocation? ○ YES ● NO

1. Actual Cash Consideration	2. Other Consideration	3. Total Consideration
1.00	+ 0.00	= 1.00
4. County Assessed Value	5. Common Level Ratio Factor	6. Computed Value
6,041,100.00	x 1.99	= 12,021,789.00

SECTION IV EXEMPTION DATA - Refer to instructions for exemption status.

1a. Amount of Exemption Claimed	1b. Percentage of Grantor's Interest in Real Estate	1c. Percentage of Grantor's Interest Conveyed
$ 12,021,789.00	100 %	100 %

2. Fill in the Appropriate Oval Below for Exemption Claimed.

- ○ Will or intestate succession. _____ (Name of Decedent) _____ (Estate File Number)
- ○ Transfer to a trust. (Attach complete copy of trust agreement and all amendments.)
- ○ Transfer from a trust. (Attach complete copy of trust agreement and all amendments.)
- ○ Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- ● Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- ○ Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- ○ Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- ○ Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- ○ Other (Provide a detailed explanation of exemption claimed. If more space is needed attach additional sheets.)

SECTION V CORRESPONDENT INFORMATION - All inquiries may be directed to the following person:

Name		Telephone Number
Keystone Acquisition Services Corporation		(412) 364-8612
Mailing Address	City	State / ZIP Code
3200 McKnight East Drive, Suite 3210	Pittsburgh	PA / 15237

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party	Date
Karen Lewis	7/24/25

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.

1830019105

1830019105

ORT ADDENDUM 3
Section 01 14 19
Attachment 1.3
(26 Pages)

In the Court of Common Pleas of Allegheny County, Pennsylvania
Civil Division
No. GD-25-003555
In Rem Eminent Domain

In Re: Condemnation by the Allegheny County Sanitary Authority (hereinafter "ALCOSAN") of permanent access easement, temporary construction easement, and fee simple interest in a portion of an unassessed parcel of property located in the City of Pittsburgh, 22nd Ward, County of Allegheny, Commonwealth of Pennsylvania, for the Clean Water Plan.

Condemnee(s): Any person found to have an interest in the following property condemned:

Fee Acquisition
All that piece or parcel of land situate in the 22nd Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, being more particularly described as follows:

Beginning at a point at the intersection of the westerly Fee Acquisition line and the northerly property line of an Unknown Owner.

Thence along the northerly property line of an Unknown Owner South 71°09'23" East a distance of 114.16' to a point at the easterly property line of an Unknown Owner;

Thence along the easterly property line of an Unknown Owner South 12°14'23" East a distance of 58.04' to a point at the intersection of the easterly property line of an Unknown Owner and the northerly line of Cremo Street (40' Wide);

Thence along the northerly line of Cremo Street South 52°38'57" West a distance of 22.09' to a point at the intersection of the northerly line of Cremo Street and the westerly property line of an Unknown Owner;

Thence along the westerly property line of an Unknown Owner North 12°14'23" West a distance of 56.12' to a point;

Thence along the southerly property line of an Unknown Owner North 71°09'23" West a distance of 90.92' to a point at the intersection of the southerly property line of an Unknown Owner and the westerly line of the Fee Acquisition;

Thence through the lands of an Unknown Owner along the westerly line of the Fee Acquisition North 11°59'30" West a distance of 23.29' to a point, at the place of beginning.

Containing within said bounds 3,192 Square Feet, or 0.073 Acre of land.

Being part of the northerly half of vacated Martindale Street, as vacated by Resolution No. 612 and being part of the easterly half of vacated Cremo Street, as vacated by Resolution No. 612.

Permanent Access Easement No. 1

All that piece or parcel of land situate in the 22nd Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, being more particularly described as follows:

Beginning at a point at the intersection of the southerly property line of an Unknown Owner and the easterly line of Martindale Street (60.06' wide).

Thence from said point of beginning along the easterly line of Martindale Street North 12°37'40" West a distance of 20.90' to a point at the intersection of the easterly line of Martindale Street and the northerly line of the Permanent Access Easement;

Thence through the lands of an Unknown Owner along the northerly line of the Permanent Access Easement North 77°43'46" East a distance of 58.60' to a point;

Thence continuing through the lands of an Unknown Owner along the northerly line of the Permanent Access Easement North 89°30'39" East a distance of 61.85' to a point;

Thence continuing through the lands of an Unknown Owner along the northerly line of the Permanent Access Easement South 87°56'41" East a distance of 30.61' to a point at the intersection of the northerly line of the Permanent Access Easement and the southerly property line of an Unknown Owner;

Thence along the southerly property line of an Unknown Owner South 77°27'37" West a distance of 148.69' to a point, at the place of beginning.

Containing within said bounds 2,188 Square Feet, or 0.050 Acre of land.

Being part of the northerly half of vacated Martindale Street, as vacated by Resolution No. 612.

Permanent Access Easement No. 2

All that piece or parcel of land situate in the 22nd Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, being more particularly described as follows:

Beginning at a point at the intersection of the southerly property line of an Unknown Owner and the northerly line of the Permanent Access Easement.

Thence from said point of beginning through the lands of an Unknown Owner along the northerly line of the Permanent Access Easement South 87°56'41" East a distance of 12.18' to a point;

Thence continuing through the lands of an Unknown Owner along the easterly line of the Permanent Access Easement South 11°59'30" East a distance of 4.09' to a point at the intersection of the easterly line of the Permanent Access Easement and the southerly property line of an Unknown Owner;

Thence along the southerly property line of an Unknown Owner North 71°09'23" West a distance of 13.76' to a point, at the place of beginning.

Containing within said bounds 24 Square Feet, or 0.001 Acre of land.

Being part of the northerly half of vacated Martindale Street, as vacated by Resolution No. 612.

Tempoarary Construction Easement

All that piece or parcel of land situate in the 22nd Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, being more particularly described as follows:

Beginning at a point at the intersection of the easterly line of Martindale Street (60.06' wide) and the northerly property line of an Unknown Owner.

Thence from said point of beginning along the northerly property line of an Unknown Owner North 77°27'37" East a distance of 155.79' to a point;

Thence continuing along the northerly property line of an Unknown Owner South 71°09'23" East a distance of 32.15' to a point at the intersection of the northerly property line of an Unknown Owner and the easterly line of the Temporary Construction Easement;

Thence through the lands of an Unknown Owner along the easterly line of the Temporary Construction Easement South 11°59'30" East a distance of 19.20' to a point;

Thence continuing through the lands of an Unknown Owner along the southerly line of the Temporary Construction Easement North 87°56'41" West a distance of 12.18' to a point;

Thence continuing through the lands of an Unknown Owner along the southerly line of the Temporary Construction Easement North 71°09'23" West a distance of 11.27' to a point;

Thence continuing through the lands of an Unknown Owner along the southerly line of the Temporary Construction Easement South 77°27'37" West a distance of 12.92' to a point;

Thence continuing through the lands of an Unknown Owner along the southerly line of the Temporary Construction Easement North 87°56'41" West a distance of 30.61' to a point;

Thence continuing through the lands of an Unknown Owner along the southerly line of the Temporary Construction Easement South 89°30'39" West a distance of 61.85' to a point;

Thence continuing through the lands of an Unknown Owner along the southerly line of the Temporary Construction Easement South 77°43'46" West a distance of 58.60' to a point at the intersection of the southerly line of the Temporary Construction Easement and the easterly line of Martindale Street;

Thence along the easterly line of Martindale Street North 12°37'40" West a distance of 6.10' to a point, at the place of beginning.

Containing within said bounds 2,644 Square Feet, or 0.061 Acre of land.

Being part of the northerly half of vacated Martindale Street, as vacated by Resolution No. 612.

In accordance with Section 305 of the Pennsylvania Eminent Domain Code, 26 Pa.C.S. § 305, ALCOSAN hereby gives notice that:

1. ALCOSAN filed a Declaration of Taking on April 1, 2025 in the Court of Common Pleas of Allegheny County, Pennsylvania at No. GD-25-003555. This was filed pursuant to the requirements of the Pennsylvania Eminent Domain Code.

2. The Condemnor is ALCOSAN, a municipal authority formed under the laws of the Commonwealth of Pennsylvania, having an address of 3300 Preble Avenue, Pittsburgh, Pennsylvania.

3. ALCOSAN is authorized and empowered by the Pennsylvania Municipality Authorities Act to have all powers necessary and/or convenient for the carrying out of its statutorily proscribed purposes, including without limitation the power of eminent domain. See Pa.C.S. § 5607(15).

4. This Declaration of Taking was authorized by a Resolution adopted July 25, 2024 by ALCOSAN's Board of Directors. The record thereof may be examined at ALCOSAN's offices.

5. The purpose of the condemnation is to acquire property interests necessary to implement sewer infrastructure necessary to implement the Clean Water Plan.

6. The property condemned is situate in the City of Pittsburgh, 22nd Ward, Allegheny County and consists of a 3,192 square foot fee simple interest, a 2,188 sqaure foot permanent access easement, 24 square foot permanent access easement, and a 2,644 square foot temporary construction easement. A plan of the property condemned sufficient for its identification has been filed with the Allegheny County Department of Court Records and recorded with the Allegheny County Department of Real Estate in accordance with Section 304 of the Pennsylvania Eminent Domain Code.

7. The nature of the title hereby condemned is temporary construction easement, permanent access easement, and fee simple interest.

8. A plan showing the condemned property may be inspected at the law offices of Babst Calland, Two Gateway Center, Pittsburgh, PA 15222 during regular business hours.

9. The Condemnor filed with the Declaration of Taking its Open-End Bond without surety pursuant to Section 303(a) of the Pennsylvania Eminent Domain Code. Just Compensation is made or secured by the filing of said Bond.

10. If you wish to challenge the power or right of the Condemnor, the ALCOSAN, to appropriate the condemned property, the sufficiency of the security, the procedure followed by the Condemnor, or the Declaration of Taking, you are required to file preliminary objections with the Court of Common Pleas of Allegheny County, Pennsylvania, within thirty (30) days after publication of this Notice.

ALCOSAN By: Anna R. Hosack, Esquire, Babst Calland, Two Gateway Center, 6th Floor, Pittsburgh, PA 15222 (412) 394-5400; (412) 394-6576 (facsimile) ahosack@babstcalland.com.

60 2025 00007682

Allegheny County
Jessica Garofolo
Division of Real Estate
Pittsburgh, PA 15219

Instrument Number: 2025-7682 **BK-DE VL-19994 PG-313**

Recorded On: April 01, 2025 **As-Deed Agreement**

Parties: UNKNOWN

To ALLEGHENY COUNTY SANITARY AUTH **# of Pages: 22**

Comment: CONDEMNATION

********** THIS IS NOT A BILL **********

Deed Agreement	181.75
	0
	0
Total:	181.75

Realty Transfer Stamp

Affidavit Attached-No
PITTSBURGH EXEMPT
Ward-22-STADIUM-ALLEGHENY CENTER-NOR1
Value

Commonwealth of Pennsylvania	
Munic-Pittsburgh City of	
School District-Pittsburgh	
Munic-Penalty	0.00
Munic-Interest	0.00
School-Penalty	0.00
School-Interest	0.00
	0.00

Division of Real Estate Stamp:

Certified On/By-> 04-01-2025 / Angela Gans

TAKING

I hereby certify that the within and foregoing was recorded in the Division of Real Estate in Allegheny County, PA

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

File Information:

Document Number: 2025-7682
Receipt Number: 4455288
Recorded Date/Time: April 01, 2025 01:37:20P
Book-Vol/Pg: BK-DE VL-19994 PG-313
User / Station: P Rankin - CASH 01

Record and Return To:

ALYSSA E GOLFIERE ESQ
BABST CALLAND CLEMENTS & ZOMNIR P C
TWO GATEWAY CTR 603 STANWIX ST 6TH FL
PITTSBURGH PA 15222

Jessica Garofolo

Jessica Garofolo, Director
Sara Innamorato, County Executive

21

619014 DRE Certified
01-Apr-2025 01:20P\Int By: Angela Gans

AFTER RECORDATION, RETURN TO:
Alyssa E. Golfieri, Esquire
Babst Calland Clements and Zomnir, P.C.
Two Gateway Center
603 Stanwix Street, 6th Floor
Pittsburgh, PA 15222
(412) 394-5400

NOTICE OF CONDEMNATION

CONDEMNATION BY THE ALLEGHENY COUNTY SANITARY AUTHORITY OF A PERMANENT ACCESS EASEMENT, TEMPORARY CONSTRUCTION EASEMENT, AND A FEE SIMPLE INTEREST IN A PORTION OF AN UNASSESSED PARCEL OF PROPERTY LOCATED IN THE CITY OF PITTSBURGH, 22ND WARD, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, FOR THE CLEAN WATER PLAN. CONDEMNEE(S) CONSIST OF ANY PERSON FOUND TO HAVE AN INTEREST IN THE PROPERTY CONDEMNED.

In accordance with Section 304 of the Eminent Domain Code, 26 Pa. C.S. § 304, notice is hereby given that on this 1st day of APRIL, 2025, the Allegheny County Sanitary Authority filed a Declaration of Taking (the "Declaration"), a true and correct copy of which is attached hereto and made a part hereof as **Attachment "A"**, with the Allegheny County Department of Court Records at GD - 25-003555 captioned as follow:

> **IN RE: CONDEMNATION BY THE ALLEGHENY COUNTY SANITARY AUTHORITY OF A PERMANENT ACCESS EASEMENT, TEMPORARY CONSTRUCTION EASEMENT, AND A FEE SIMPLE INTEREST IN A PORTION OF AN UNASSESSED PARCEL OF PROPERTY LOCATED IN THE CITY OF PITTSBURGH, 22ND WARD, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, FOR THE CLEAN WATER PLAN.**

The Declaration permanently and temporarily condemns a portion of the property described as follows in the Declaration and as otherwise shown, in a manner sufficient for its identification, on the plan attached to the Declaration: **A PORTION OF AN UNASSESSED PARCEL OF PROPERTY SITUATE IN THE 22ND WARD OF THE CITY OF PITTSBURGH, ALLEGHENY COUNTY.**

The owner(s) of the property subject to this condemnation and any lienholder(s) of record are unknown.

ALLEGHENY COUNTY SANITARY

AUTHORITY

Dated: 4/1/25

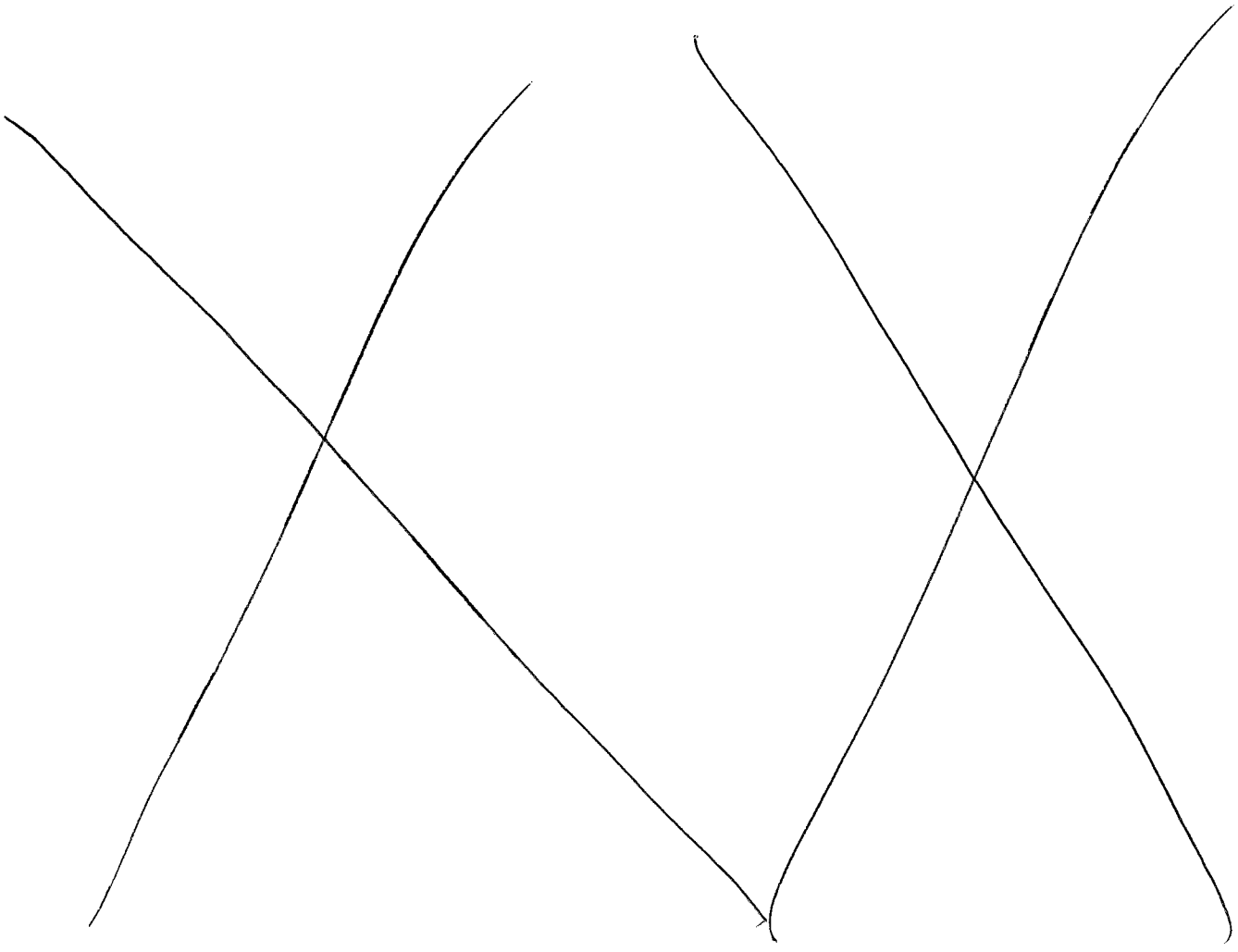
By: _____

Anna R. Hosack, Esquire
Babst Calland Clements and Zomnir, P.C.
Two Gateway Center
603 Stanwix Street 6th Floor
Pittsburgh, PA 15222
(412) 394-5400
(412) 394-6576 (facsimile)

Attachment A
Notice of Condemnation

DECLARATION OF TAKING

[See Attachment]



IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION

IN RE: CONDEMNATION BY THE ALLEGHENY COUNTY SANITARY AUTHORITY OF A PERMANENT ACCESS EASEMENT, TEMPORARY CONSTRUCTION EASEMENT, AND A FEE SIMPLE INTEREST IN A PORTION OF AN UNASSESSED PARCEL OF PROPERTY LOCATED IN THE CITY OF PITTSBURGH, 22ND WARD, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, FOR THE CLEAN WATER PLAN	:	No. GD 25-003555
	:	IN REM
	:	EMINENT DOMAIN
	:	**DECLARATION OF TAKING**
	:	Filed on behalf of: ALLEGHENY COUNTY SANITARY AUTHORITY
CONDEMNEE(S): ANY PERSON FOUND TO HAVE AN INTEREST IN THE PROPERTY CONDEMNED	:	Counsel of Record for this Party:
	:	ALYSSA E. GOLFIERI, ESQUIRE Pa. I.D. # 314369
	:	MICHAEL T. KORNS, ESQUIRE Pa. I.D. # 203742
	:	ANNA R. HOSACK, ESQUIRE Pa. I.D. # 332057
	:	BABST, CALLAND, CLEMENTS & ZOMNIR, P.C. Pa. Firm No. 812 Two Gateway Center 603 Stanwix Street, 6th Floor Pittsburgh, PA 15222 (412) 394-5400

DEPT. OF COURT RECORDS
CIVIL FAMILY DIVISION
ALLEGHENY COUNTY, PA

2025 APR -1 PM 12:29

FILED

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION

IN RE: CONDEMNATION BY THE ALLEGHENY COUNTY SANITARY AUTHORITY OF A PERMANENT ACCESS EASEMENT, TEMPORARY CONSTRUCTION EASEMENT, AND A FEE SIMPLE INTEREST IN A PORTION OF AN UNASSESSED PARCEL OF PROPERTY LOCATED IN THE CITY OF PITTSBURGH, 22ND WARD, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, FOR THE CLEAN WATER PLAN	:	GD-_____ IN REM EMINENT DOMAIN

CONDEMNEE(S): ANY PERSON FOUND TO HAVE AN INTEREST IN THE PROPERTY CONDEMNED

DECLARATION OF TAKING

The Allegheny County Sanitary Authority ("ALCOSAN"), pursuant to Section 302 of the Eminent Domain Code, 26 Pa.C.S. § 302, respectfully declares the following:

1. The Condemnor is ALCOSAN, a municipal authority existing under the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. § 5601, *et seq.* (the "Act").

2. ALCOSAN's address is 3300 Preble Avenue, Pittsburgh, Allegheny County, Pennsylvania.

3. ALCOSAN was formed in 1946 to provide wastewater treatment service to abate the pollution of certain waters of the Commonwealth of Pennsylvania. ALCOSAN's service area now extends over 310 square miles and provides wastewater treatment to 83 municipalities, including the City of Pittsburgh.

4. ALCOSAN is authorized and empowered by the Act to exercise all powers necessary or convenient for the carrying out of its statutorily proscribed purposes, including without limitation the power of eminent domain. *See* 53 Pa.C.S. § 5607(d).

5. The property subject to this Declaration of Taking is situate in the 22nd Ward of the City of Pittsburgh, Allegheny County and is currently unassessed – i.e., the Subject Property is not identified by a Block and Lot Number by the Allegheny County Office of Property Assessment (the "Subject Property").

6. The nature of the proposed condemnation is a permanent taking of a portion of the Subject Property in the form of an access easement, a temporary taking of a portion of the Subject Property in the form of a temporary construction easement, and a taking of a portion of the Subject Property in the form of a fee simple interest (the "Condemnation"). A plan showing the portion of the Subject Property being condemned, sufficient for its identification, (the "Condemnation Plan") is attached hereto as **Exhibit "A"** and made a part hereof. In accordance with Sections 302(b)(5) and 304 of the Eminent Domain Code, 26 Pa.C.S. §§ 302(b)(5) and 304, the Condemnation Plan will be filed with the Allegheny County Department of Court Records and recorded with the Allegheny County Department of Real Estate on the same day as this Declaration of Taking. A copy of the Condemnation Plan may also be examined at the law offices of Babst Calland Clements & Zomnir, P.C., Two Gateway Center, 603 Stanwix Street, Pittsburgh, PA 15222 during regular business hours.

7. ALCOSAN authorized the Condemnation and, among other things, the filing of this Declaration of Taking by Resolution 2024-07-05 on July 25, 2024. A true and correct copy of Resolution 2024-07-05 is attached hereto as **Exhibit "B"** and made a part hereof. A true and correct copy of Resolution 2024-07-05 may also be examined at ALCOSAN's principal office during regular business hours.

8. The purpose of the Condemnation is to acquire the above-described real property interests for the construction and operation of sewer infrastructure needed to comply with the

Modified Consent Decree that ALCOSAN entered with the U.S. Department of Justice, the U.S. Environmental Protection Agency, the Pennsylvania Department of Environmental Protection, and the Allegheny County Health Department. This sewer infrastructure construction project is known as the Clean Water Plan.

9. Pursuant to Section 303(a) of the Eminent Domain Code, 26 Pa.C.S. § 303(a), ALCOSAN files with this Declaration of Taking an open-end bond, without surety, (the "Bond"), through which just compensation is made or secured. A true and correct copy of the Bond is attached hereto as **Exhibit "C"** and made a part hereof.

Date: 4/1/25

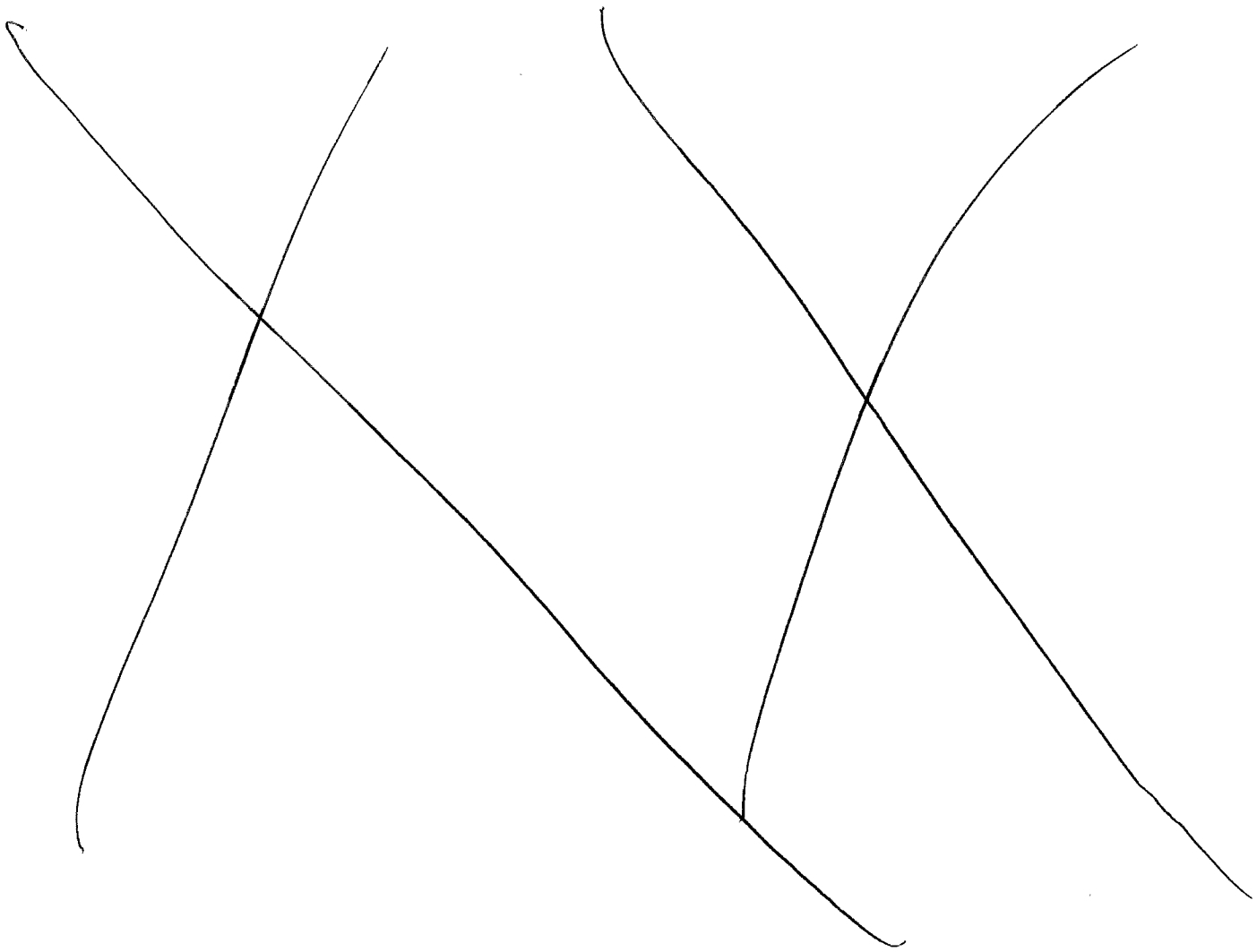
By: _____

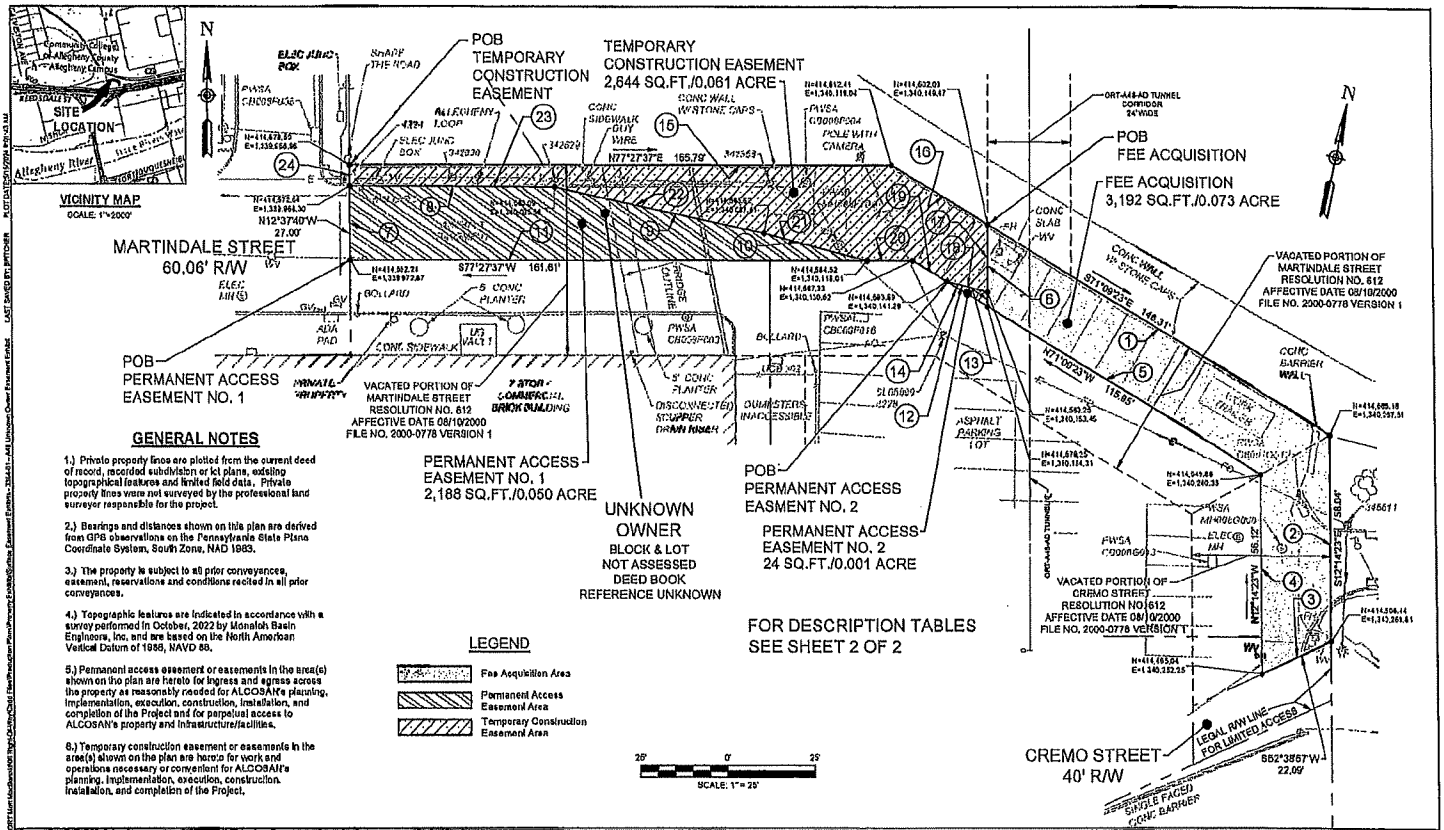
Anna R. Hosack, Esquire
Babst, Calland, Clements & Zomnir, P.C.
Two Gateway Center, 6th Floor
Pittsburgh, PA 15222
(412) 394-5400
ahosack@babstcalland.com

Exhibit A
Declaration of Taking

CONDEMNATION PLAN

[See Attachment]





GENERAL NOTES

1.) Private property lines are plotted from the current deed of record, recorded subdivision or lot plans, existing topographical features and limited field data. Private property lines were not surveyed by the professional land surveyor responsible for this project.

2.) Bearings and distances shown on this plan are derived from GPS observations on the Pennsylvania State Plane Coordinate System, South Zone, NAD 1983.

3.) The property is subject to all prior conveyances, easement, reservations and conditions recited in all prior conveyances.

4.) Topographic features are indicated in accordance with a survey performed in October, 2022 by Monaloh Basin Engineers, Inc. and are based on the North American Vertical Datum of 1988, NAVD 88.

5.) Permanent access easement or easements in the area(s) shown on the plan are hereto for ingress and egress across the property as reasonably needed for ALCOSAN's planning, implementation, execution, construction, installation, and completion of the Project and for perpetual access to ALCOSAN's property and infrastructure/facilities.

6.) Temporary construction easement or easements in the area(s) shown on the plan are hereto for work and operations necessary or convenient for ALCOSAN's planning, implementation, execution, construction, installation, and completion of the Project.

Surveyed by:	MBB
Drawn by:	BPP
Checked by:	BJT

REVISION			
REV NO.	DATE	DESCRIPTION	APPV

I, Brady W. Turner, a licensed Professional Land Surveyor in the Commonwealth of Pennsylvania, hereby certify to the best of my knowledge, information and belief, that the plan is correct as it is based on surveys and prepared by me or under my direct supervision.

Brady W. Turner, PLS 70639E — 05/10/2023 DATE

mbe monaloh basin engineers
Corporate Run Business Center
110 Beaver Corporate Drive, Suite 204
Pittsburgh, PA 15202
Office: 412-788-2455 Fax: 412-788-2295
www.mbe-eng.com

ARLETTA SCOTT WILLIAMS
EXECUTIVE DIRECTOR, ALCOSAN
3300 FREBLE AVE.
PITTSBURGH, PENNSYLVANIA
PITTSBURGH, PA 15233
(412) 766-1510
www.alcosan.org

ALLEGHENY COUNTY SANITARY AUTHORITY
22ND WARD, CITY OF PITTSBURGH
COUNTY OF ALLEGHENY, PENNSYLVANIA

UNKNOWN OWNER
BLOCK & LOT NOT ASSESSED
FEE AND EASEMENT ACQUISITION EXHIBIT

Contract:	6465
CAD File name:	6465 - Martindale Cremo Easement Exhibit.dwg
Date:	05/10/2023
Sheet:	1 OF 2

FEE ACQUISTION		
SIDE	BEARING	LENGTH, FT.
①	S71°09'23"E	114.16'
②	S12°14'23"E	58.04'
③	S52°38'57"W	22.09'
④	N12°14'23"W	56.12'
⑤	N71°09'23"W	90.92'
⑥	N11°59'30"W	23.29'
AREA = 3,192 SQ.FT./0.073 ACRE		

PERMANENT ACCESS EASEMENT NO. 1		
SIDE	BEARING	LENGTH, FT.
⑦	N12°37'40"W	20.90'
⑧	N77°43'46"E	58.60'
⑨	N89°30'39"E	61.85'
⑩	S87°56'41"E	30.61'
⑪	S77°27'37"W	148.69'
AREA = 2,188 SQ.FT./0.050 ACRE		

PERMANENT ACCESS EASEMENT NO. 2		
SIDE	BEARING	LENGTH, FT.
⑫	S87°56'41"E	12.18'
⑬	S11°59'30"E	4.09'
⑭	N71°09'23"W	13.76'
AREA = 24 SQ.FT./0.001 ACRE		

TEMPORARY CONSTRUCTION EASEMENT		
SIDE	BEARING	LENGTH, FT.
⑮	N77°27'37"E	155.79'
⑯	S71°09'23"E	32.15'
⑰	S11°59'30"E	19.20'
⑱	N87°56'41"W	12.18'
⑲	N71°09'23"W	11.27'
⑳	S77°27'37"W	12.92'
㉑	N87°56'41"W	30.61'
㉒	S89°30'39"W	61.85'
㉓	S77°43'46"W	58.60'
㉔	N12°37'40"W	6.10'
AREA = 2,644 SQ.FT./0.061 ACRE		

Surveyed by: MBE
Drawn by: BPP
Checked by: BMT

REVISION

REV No.	DATE	DESCRIPTION	APPV

I, Brady M. Tunis, a Licensed Professional Land Surveyor in the Commonwealth of Pennsylvania, hereby certify, to the best of my knowledge, to be true, correct and factual, that this plan is correct as it relates to our surveys and map prepared by us or under my direct supervision.

Brady M. Tunis, PLS #SU078317 — #SU078317 — Date

mde
manaiah basin engineers
Corporate Real Estate Center
306 Business Center Drive, Suite 104
Pittsburgh, PA 15205
Office: 412-788-2103 Fax: 412-788-2256
www.mde-eng.com

alcosan
ARLETTA SCOTT WILLIAMS
EXECUTIVE DIRECTOR, ALCOSAN
3300 PREBLE AVE.
PITTSBURGH, PENNSYLVANIA
PITTSBURGH, PA 15233
(412) 766-4615
www.alcosan.org

ALLEGHENY COUNTY SANITARY AUTHORITY
22ND WARD, CITY OF PITTSBURGH
COUNTY OF ALLEGHENY, PENNSYLVANIA

UNKNOWN OWNER
BLOCK & LOT NOT ASSESSED
FEE AND EASEMENT ACQUISITION EXHIBIT

Contract: 6168
CAD File Name: 6168 UNKNOWN Owner Easement Exhibit.dwg
Date: 05/13/2024
Sheet: 2 OF 2

E:\Easements\6168\6168 UNKNOWN Owner Easement Exhibit.dwg - 6168 Unknown Owner Easement Exhibit - 2024-05-13 - 8:49:10am - Brady Tunis

Exhibit B
Declaration of Taking

RESOLUTION 2024-07-05

[See Attachment]

OFFICIAL

ALLEGHENY COUNTY SANITARY AUTHORITY
RESOLUTION NO. 2024-07-05

A RESOLUTION OF THE ALLEGHENY COUNTY SANITARY AUTHORITY, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING THE CONDEMNATION OF ALL OR A PORTION OF A PIECE OF REAL ESTATE LOCATED AT MARTINDALE STREET AND MERCHANT STREET, 22ND WARD OF THE CITY OF PITTSBURGH CURRENTLY OWNED BY AN UNKNOWN OWNER, OR THE PURCHASE THEREOF IN LIEU OF CONDEMNATION.

WHEREAS, the Allegheny County Sanitary Authority (the "Authority") is authorized and empowered by the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. § 5601, *et seq.* (the "Act") to exercise all powers necessary to carry out its purposes as contemplated in the Act, including without limitation the powers to acquire property through eminent domain and purchase; and

WHEREAS, in order to meet its mission to provide cost-effective, customer-oriented, and environmentally conscious wastewater treatment that protects public health and enhances the use of natural resources, and in order to develop and construct infrastructure necessary to comply with the Consent Decree that the Authority entered with the U.S. Department of Justice, the U.S. Environmental Protection Agency, the Pennsylvania Department of Environmental Protection and the Allegheny County Health Department in January 2008, as amended, the Authority is in the process of designing for construction various new sewer lines and other apparatus to address combined sewer flows (the "Clean Water Plan"); and

WHEREAS, the Authority has identified a piece of real property that, in the judgment of the Authority's engineers and other representatives, and in connection with other property that has been or will be acquired, are necessary, in whole or in part, for the Authority to acquire for the purpose of constructing infrastructure to address combined sewer overflows pursuant to the Clean Water Plan; said property is located at Martindale Street and Merchant Street, situate in the City of Pittsburgh, 22nd Ward (the "Subject Property"); and

WHEREAS, the real estate interests that the Authority needs to acquire in said Subject Property in furtherance of the Clean Water Plan construction activities are (i) permanent access easements of approximately 0.051 acres of the Subject Property; (ii) a fee acquisition of an approximate 0.073 acre portion of the Subject Property, and (iii) a temporary construction easement of an approximate 0.061 acre portion of the Subject Property, the use of which is required for five (5) years, and all of which are more particularly depicted in the Plat Plan attached as **Exhibit A** (the "Subject Property Interests"); and

WHEREAS, upon reasonable diligence, the owners of the Subject Property are currently unknown to the Authority; and

WHEREAS, pursuant to Section 307 of the Pennsylvania Eminent Domain Code, 26 Pa. C.S. § 307, a condemnor must pay or offer to pay estimated just compensation before being entitled to take possession of the condemned property; and

WHEREAS, the Authority has estimated the just compensation for the Subject Property to be Three Hundred Forty-Five Thousand Dollars ($345,000.00), which the Authority must pay into Court for possession of the Subject Parcel ("EJC").

NOW, THEREFORE, the Board of Directors of the Authority hereby resolves as follows, incorporating the above recitals by reference:

Section 1. The Authority, pursuant to the Act, hereby authorizes the condemnation or the purchase in lieu of condemnation of the Subject Property Interests and, if necessary, the payment of the EJC to the Clerk of the Department of Court Records of Allegheny County.

Section 2. The Authority's Solicitor and other Authority officials are hereby authorized and empowered to conduct due diligence, retain the services of appraisers and title insurance agents, prepare, execute and record declarations of taking, deeds, and other agreements and instruments, all in a form acceptable to the Authority's Solicitor, and take any other action necessary and appropriate under the Pennsylvania Eminent Domain Code, 26 Pa.C.S. §101, *et seq.* and all other applicable laws to effectuate the purpose of this Resolution.

Section 3. It is the intention of the Authority that the sections, subsections, paragraphs, sentences, and/or phrases of this Resolution are severable. If any section, subsection, paragraph, sentence, or phrase of this Resolution is for any reason declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of this Resolution as a whole or the validity of any remaining sections, subsections, paragraphs, sentences, or phrases of this Resolution.

Section 4. This Resolution shall take effect immediately.

[Remainder of Page Left Blank]

RESOLVED and **ADOPTED** this 25TH day of July, 2024, by the Board of Directors of the Allegheny County Sanitary Authority in lawful session duly assembled.

ATTEST:

Name:
Title:

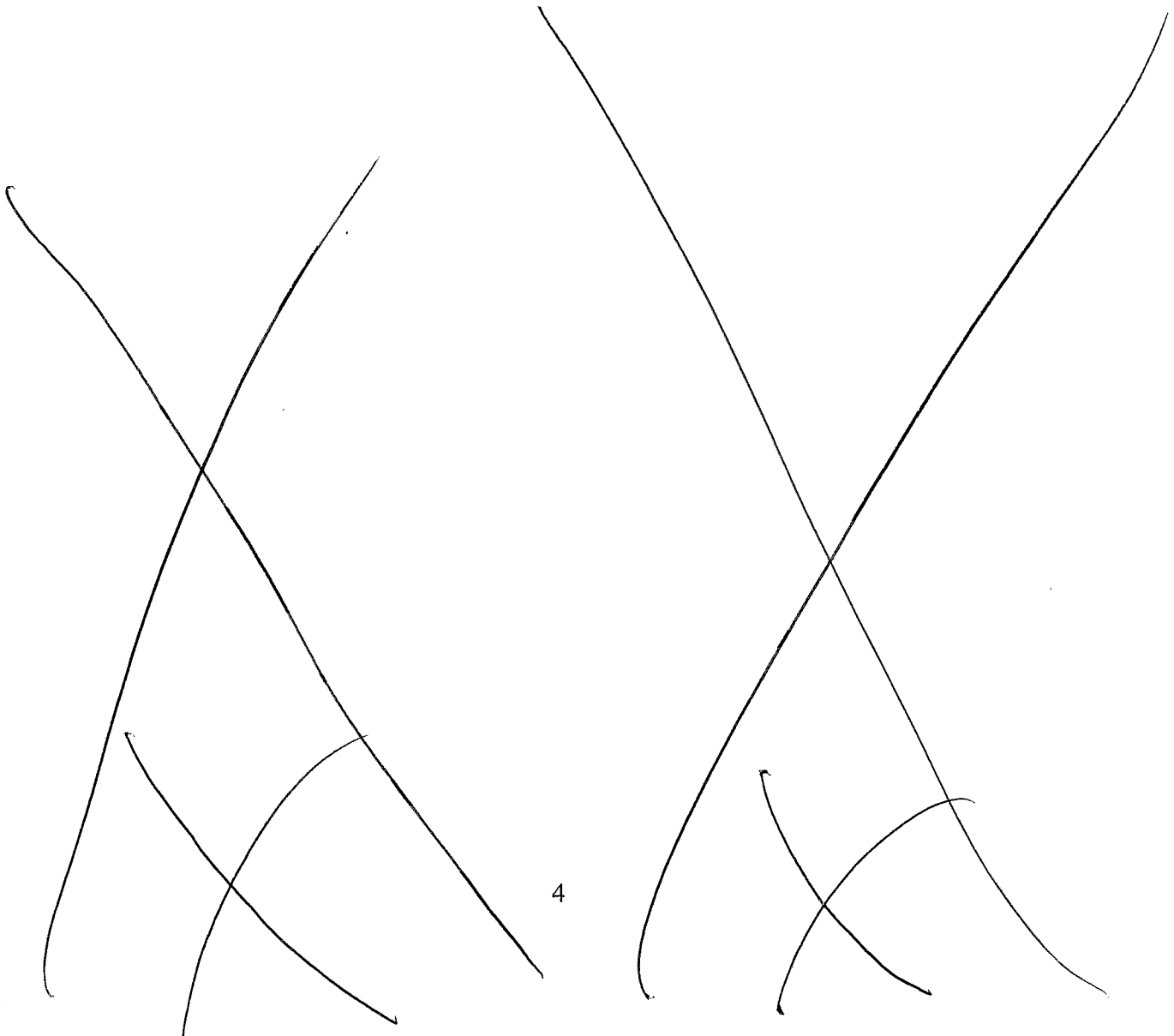
(Seal)

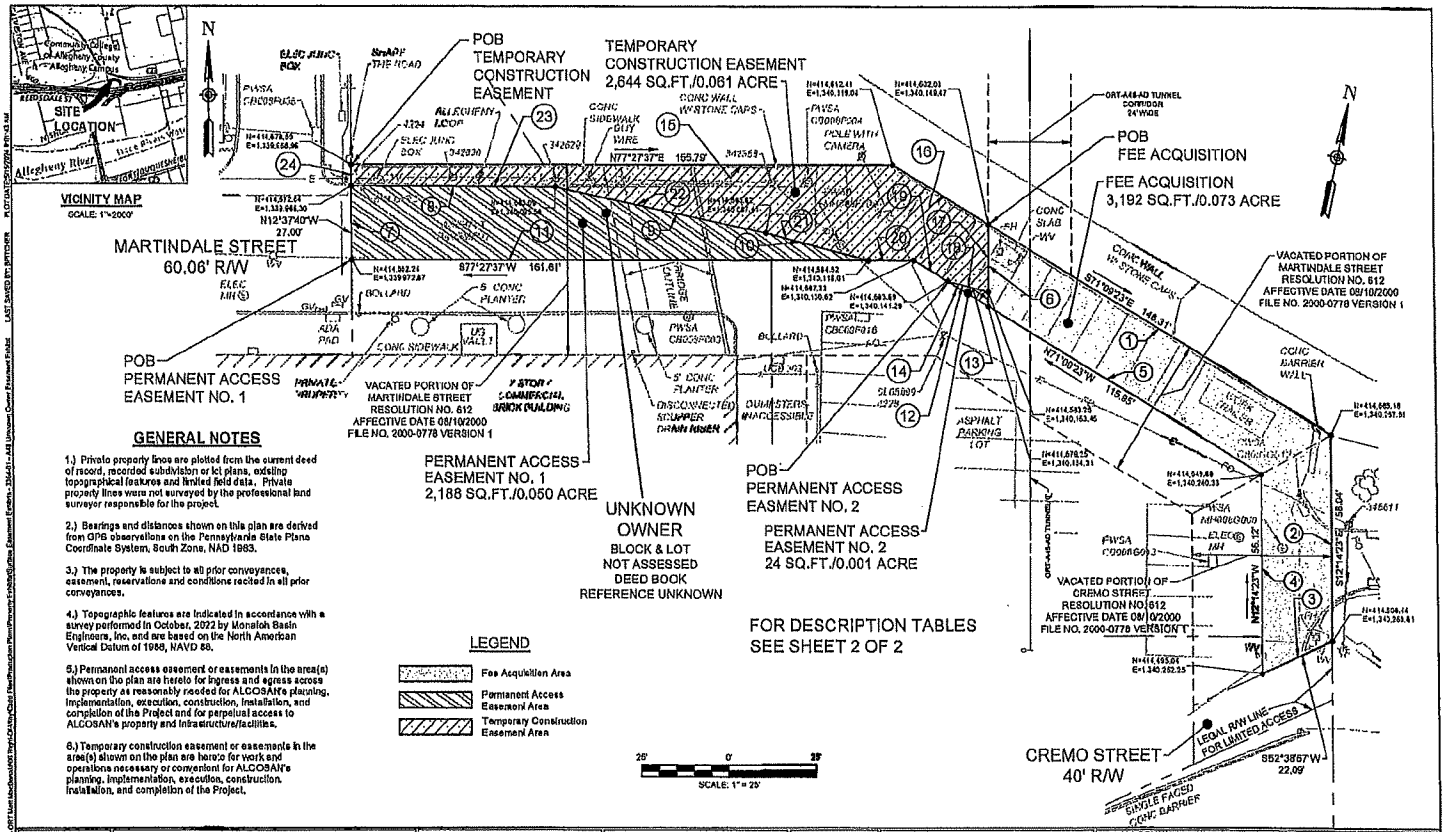
ALLEGHENY COUNTY SANITARY AUTHORITY

By:
Name: SHANNON GIBSON
Title: Board President

EXHIBIT A

PLAT PLAN





GENERAL NOTES

1.) Private property lines are plotted from the current deed of record, recorded subdivision or lot plans, existing topographical features and limited field data. Private property lines were not surveyed by the professional land surveyor responsible for the project.

2.) Bearings and distances shown on this plan are derived from GPS observations on the Pennsylvania State Plane Coordinate System, South Zone, NAD 1983.

3.) The property is subject to all prior conveyances, easement, reservations and conditions recited in all prior conveyances.

4.) Topographic features are indicated in accordance with a survey performed in October, 2022 by Monaloh Basin Engineers, Inc. and are based on the North American Vertical Datum of 1988, NAVD 88.

5.) Permanent access easement or easements in the area(s) shown on the plan are hereto for ingress and egress across the property as reasonably needed for ALCOSAN's planning, implementation, execution, construction, installation, and completion of the Project and for perpetual access to ALCOSAN's property and infrastructure/facilities.

6.) Temporary construction easement or easements in the area(s) shown on the plan are hereto for work and operations necessary or convenient for ALCOSAN's planning, implementation, execution, construction, installation, and completion of the Project.

Surveyed by: NBE	REVISION				
	REV No.	DATE	DESCRIPTION	APPV
Drawn by: BPP				
Checked by: BMT				

I, Brady M. Torres, a Licensed Professional Land Surveyor in the Commonwealth of Pennsylvania, hereby certify to the best of my knowledge, information and belief, that this plan is correct as it has been surveyed and prepared by me or under my direct supervision.

Brady M. Torres, PLS #SU078967 — 05/10/2023 DATE

mbe monaloh basin engineers
Corporate Run Business Center
338 Rochester Center Drive, Suite 304
Pittsburgh, PA 15205
Office: 412-788-2133 Fax: 412-788-2295

ARLETTA SCOTT WILLIAMS
EXECUTIVE DIRECTOR, ALCOSAN
3300 PREBLE AVE.
PITTSBURGH, PENNSYLVANIA
PITTSBURGH, PA 15233
(412) 766-4810
www.alcosan.org

ALLEGHENY COUNTY SANITARY AUTHORITY
22ND WARD, CITY OF PITTSBURGH
COUNTY OF ALLEGHENY, PENNSYLVANIA

UNKNOWN OWNER
BLOCK & LOT NOT ASSESSED
FEE AND EASEMENT
ACQUISITION EXHIBIT

Contract: S463
CAD File name: 21013 - Martindale Cremo Easement Exhibit.dwg
Date: 05/10/2023
Sheet: 1 OF 2

FEE ACQUISTION		
SIDE	BEARING	LENGTH, FT.
①	S71°09'23"E	114.16'
②	S12°14'23"E	58.04'
③	S52°38'57"W	22.09'
④	N12°14'23"W	56.12'
⑤	N71°09'23"W	90.92'
⑥	N11°59'30"W	23.29'
AREA = 3,192 SQ.FT./0.073 ACRE		

PERMANENT ACCESS EASEMENT NO. 1		
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AREA = 2,188 SQ.FT./0.050 ACRE		

PERMANENT ACCESS EASEMENT NO. 2		
SIDE	BEARING	LENGTH, FT.
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AREA = 24 SQ.FT./0.001 ACRE		

TEMPORARY CONSTRUCTION EASEMENT		
SIDE	BEARING	LENGTH, FT.
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㉓	S77°43'46"W	58.60'
㉔	N12°37'40"W	6.10'
AREA = 2,644 SQ.FT./0.061 ACRE		

Surveyed by: MBE
Drawn by: BAP
Checked by: BMT

REVISION			
REV No.	DATE	DESCRIPTION	APPV

I, Brady M. Tarve, a Licensed Professional Land Surveyor in the Commonwealth of Pennsylvania, hereby certify, to the best of my knowledge, information and belief, that this plat is correct and that it was surveyed as required by me or under my direct supervision.

Brady M. Tarve, PLS #SU078417 — 05/10/2024 DATE

mde
manaloh basic engineers
Complex Run Business Center
304 Rochester Center Drive, Suite 304
Pittsburgh, PA 15205
Office: 412-788-3113 Fax: 412-788-2295
www.mde-eng.com

ARLETTA SCOTT WILLIAMS
EXECUTIVE DIRECTOR, ALCOSAN
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ALLEGHENY COUNTY SANITARY AUTHORITY
22ND WARD, CITY OF PITTSBURGH
COUNTY OF ALLEGHENY, PENNSYLVANIA

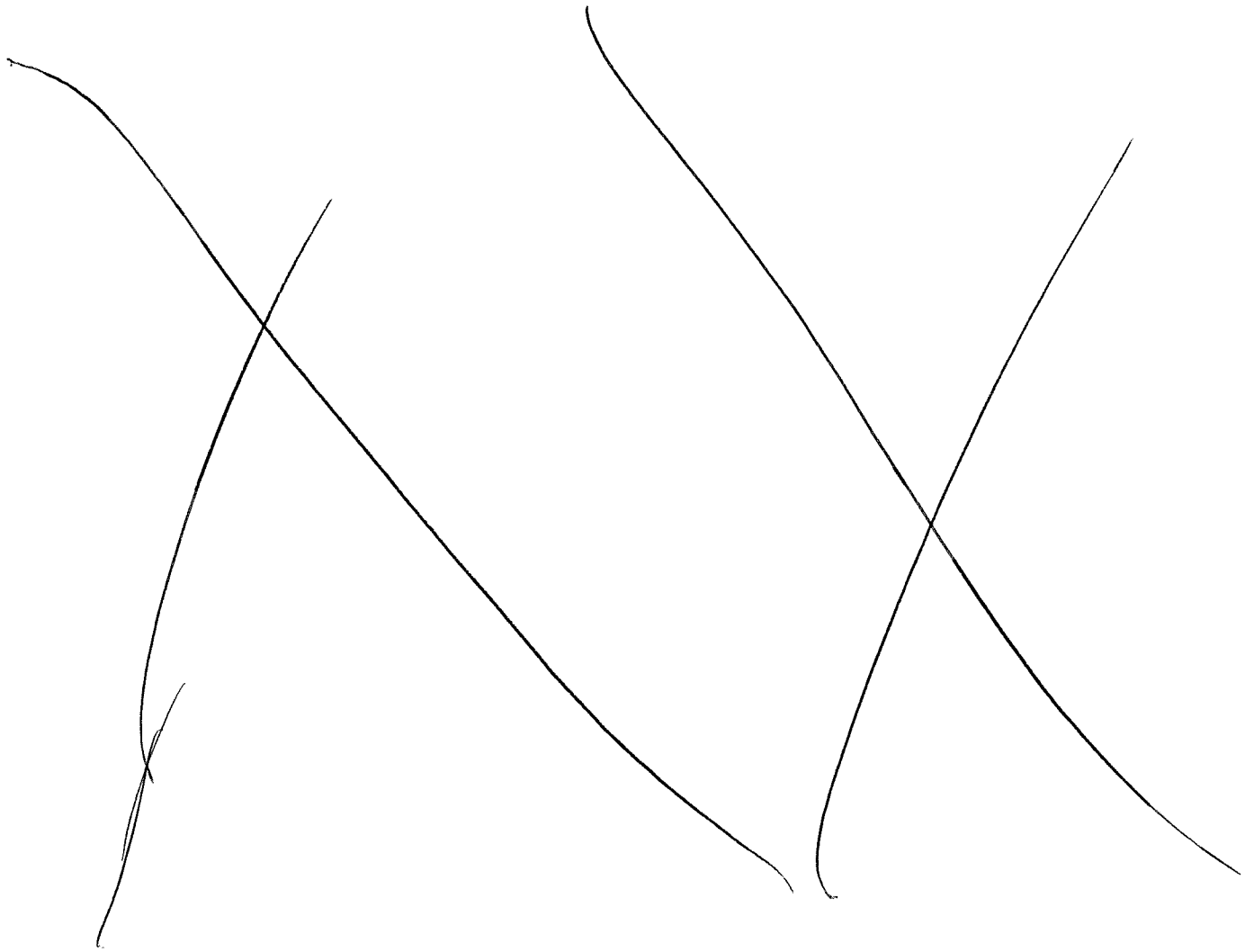
UNKNOWN OWNER
BLOCK & LOT NOT ASSESSED
FEE AND EASEMENT ACQUISITION EXHIBIT

Contract: 8465
CAD File/Link: [illegible]
Date: 05/10/2024
Sheet: 2 OF 2

Exhibit C
Declaration of Taking

BOND

[See Attachment]



IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION

IN RE: CONDEMNATION BY THE ALLEGHENY COUNTY SANITARY AUTHORITY OF A PERMANENT ACCESS EASEMENT, TEMPORARY CONSTRUCTION EASEMENT, AND A FEE SIMPLE INTEREST IN A PORTION OF AN UNASSESSED PARCEL OF PROPERTY LOCATED IN THE CITY OF PITTSBURGH, 22ND WARD, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, FOR THE CLEAN WATER PLAN	:	No. GD _____
	:	IN REM
	:	EMINENT DOMAIN
CONDEMNEES: ANY PERSON FOUND TO HAVE AN INTEREST IN THE PROPERTY CONDEMNED	:	

BOND

KNOW ALL MEN BY THESE PRESENTS that the Allegheny County Sanitary Authority, a municipal authority existing and empowered by the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. § 5601, *et seq.*, is held firmly bound to the Commonwealth of Pennsylvania for the use and benefit of the owner or owners of the property interests condemned by a Declaration of Taking filed, or to be filed, in the above-named Court, and under the above caption, and pay such damages as shall be determined by law.

Now the condition of this obligation is such that if the Allegheny County Sanitary Authority shall pay to the said owner or owners of the property interests condemned such damages as shall be determined by law, this obligation shall be void; otherwise to be and remain in full force and effect.

Sealed with the official seal of the said Authority and dated this 6th day of March, 2025.

ATTEST:

Kimberly Kennedy

ALLEGHENY COUNTY SANITARY AUTHORITY

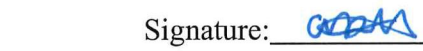
By: Arletta Willliams

Arletta Willliams, Executive Director

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Cou*rts that require filing confidential information and documents differently than non-confidential information and documents.

Submitted by: Anna R. Hosack, Esquire

Signature: 

Name: Anna R. Hosack, Esquire

Attorney No. (if applicable): 332057

CERTIFICATE OF SERVICE

I, Anna R. Hosack, certify that, pursuant to Sections 305(a) and (b) of the Eminent Domain Code, 26 Pa.C.S. § 305(a) (b), within 30 days of the date set forth below, written notice of the filing of this DECLARATION OF TAKING will be served by posting a copy of said notice upon the most public part of the Subject Property and by publication of a copy of the notice, omitting the plot plan, one time in a newspaper of general circulation in Allegheny County and one time in the Pittsburgh Legal Journal. A courtesy copy of the notice will also be served, within 30 days of the date set forth below, via U.S. registered mail on the following potential lienholders:

Pittsburgh Public School District
341 South Bellefield Avenue
Pittsburgh, PA 15213

City of Pittsburgh
City County Building
414 Grant Street
Pittsburgh, PA 15219

County Solicitor
Allegheny County Law Department
445 Fort Pitt Boulevard
300 Fort Pitt Commons
Pittsburgh, PA 15219

Date: 7/1/25

By: _____
Anna R. Hosack, Esquire

TEMPORARY CONSTRUCTION LICENSE AGREEMENT

This Amended and Restated TEMPORARY CONSTRUCTION LICENSE AGREEMENT ("**Agreement**") is made and entered into as of the 29 day of July 2025 by and among the STADIUM AUTHORITY OF THE CITY OF PITTSBURGH, with an address at 171 10th Street, 2nd Floor, Pittsburgh, PA 15222 ("**Authority**"), ALCO PARKING CORPORATION, with an address at 501 Martindale Street, Pittsburgh, PA 15212 ("**ALCO**") (the Authority and ALCO together being the "**Licensors**"), and the ALLEGHENY COUNTY SANITARY AUTHORITY, a Pennsylvania municipal authority, with an address of 3300 Preble Avenue, Pittsburgh, PA 15233 ("**Licensee**").

WITNESSETH:

WHEREAS, the Licensors and Licensee are parties to the Temporary Construction License Agreement (the "**Original License**") dated April 21, 2025, pursuant to which Licensors granted Licensee and its employees, representatives, contractors, subcontractors and/or agents a license for the use of a particular License Area; and

WHEREAS, the parties desire to amend and restate the Original License in its entirety.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, and intending to be legally bound, the parties hereby agree as follows:

1. **Facts and Circumstances**. This Agreement is made with reference to the following facts and circumstances:

(a) The Authority is the lessee of certain premises located in the City of Pittsburgh, County of Allegheny, and Commonwealth of Pennsylvania described as the parking lot Red 7D along Lacock Street and adjacent to Federal Street, as identified in Exhibit A (the "**Premises**").

(b) The Premises is subject to the terms of an agreement between the Authority and ALCO dated November 30, 1999 (the "**ALCO Lease**").

(c) In order to meet its mission to provide cost-effective, customer-oriented, and environmentally conscious wastewater treatment that protects public health and enhances the use of natural resources, and in order to develop and construct infrastructure necessary to comply with the Consent Decree that the Licensee entered with the U.S. Department of Justice, the U.S. Environmental Protection Agency, the Pennsylvania Department of Environmental Protection and the Allegheny County Health Department in January 2008, as amended, the Licensee is in the process of designing for construction various new sewer lines and other apparatus to address combined sewer flows (the "Clean Water Plan").

(d) Licensee, on its own behalf, intends to enter onto and use, in a manner consistent with Exhibit C, the Premises as an area to store construction equipment and only clean fill, stone, and other materials can be stored on the property in conjunction with the implementation of its Clean Water Plan ("**Approved Use**"). Licensee shall be financially responsible for the cleanup cost associated with any contamination caused by the storage of any equipment or

materials.

(e) See Exhibit A for a depiction of certain referred to land parcel.

2. **License**. Licensors hereby grant to Licensee and its employees, representatives, contractors, subcontractors and/or agents (all such persons including Licensee, being herein called "**Licensee Parties**") a license for the use of the Premises as depicted on Exhibit B ("**License Area**"), for the Approved Use (as set forth on Exhibit C), for the Term (as described in Paragraph 4 below), in consideration of the License Fee (as set forth in Paragraph 3 below), and otherwise in accordance with this Agreement.

3. **License Fee**. For the period beginning January 1, 2026, and ending December 31, 2030, a license fee in the amount of Six Hundred Thousand and 00/100 Dollars ($600,000) is due upon execution of this Agreement to the Authority, the receipt whereof is hereby acknowledged. All costs related to the Licensee's use of the License Area, including but not limited to utility costs, shall be the costs of Licensee. Licensee agrees that it shall enter upon and use the License Area at its sole cost and at its sole risk. The Authority shall pay ALCO 50% of the License Fee. ALCO acknowledges payment of 50% of the License Fee satisfies the terms of the ALCO Lease and waives any right to any additional payment by the Licensee or the Authority.

4. **Term**. This Agreement is effective beginning January 1, 2026, and terminates on December 31, 2030, except, however, this Agreement shall earlier terminate if and when Licensee notifies Licensors that it no longer requires use of the License Area.

5. **Return of Property**. Upon expiration or termination of this Agreement, Licensee, at Licensee's sole cost and expense, shall within thirty (30) days of expiration or termination undertake the following: (1) remove all fencing, sign, equipment and any other personal property and any improvements constructed by Licensee on the License Area; (2) remove all wastes, by-products, refuse and other materials from the License Area placed there by Licensee Parties; (3) terminate or cause to be terminated all contract, licenses and other agreements, written or oral, relating in any manner to the License Area; and (4) except as otherwise provided in Exhibit C, place the License Area in substantially the same physical condition as it existed on the date hereof to allow Licensors to resume the use as a surface parking lot. TIME BEING OF THE ESSENCE in all respects.

Except as otherwise provided on Exhibit C, Licensee shall return License Area to a surface parking lot, at its sole cost and expense. Licensors and Licensee acknowledge and agree that nothing in this Agreement shall be construed to constitute Licensors' abandonment of the use of the License Area as a surface parking lot.

Any personal property that Licensee does not remove within thirty (30) days of the expiration or termination of this Agreement shall, at Licensor's option, become property of the Licensors and shall be deemed abandoned to the Licensors. Licensors will be reimbursed by Licensee for the actual out-of-pocket costs of removal of any abandoned property.

6. **Obligations and Covenants**. During the Term, Licensee shall, at Licensee's sole cost and expense:

(a) use the License Area in compliance with all applicable Federal, state, and

local laws, ordinances, statutes, codes, rules, and regulations having jurisdiction over the License Area (collectively, "**Laws**");

(b) obtain and comply with all necessary or appropriate permits, licenses, approvals, authorizations, and consents for Licensee's use of the License Area (collectively, "**Permits**") and provide evidence of the obtainment of such Permits, if any, and compliance therewith at any time and from time to time upon request of Licensors;

(c) carry or cause contractors to carry (a) commercial general liability insurance in amounts not less than $2,000,000 for bodily injury and property damage, per occurrence and in the aggregate, coverage to be provided by any combination of primary and excess insurance, and (ii) workers' compensation insurance in amounts no less than that required by any applicable workers' compensation laws and any regulations related thereto. Licensee agrees that Licensors and the Commonwealth of Pennsylvania, Department of Transportation ("PennDOT") shall be named as an additional insured on the General Liability coverage described above, and that the insurance provided shall be on a primary and non-contributory basis. Upon written request, Licensee shall provide a certificate of insurance evidencing the above-coverage to Licensors prior to use of the License Area;

(d) cause any construction on the License Area to be completed in a lien-free manner. In the event of the filing of any mechanic's or materialmen's lien against the Premises or any portion thereof, Licensee shall within ten (10) days after the filing thereof cause such lien to be removed by bonding or otherwise, or insured over to the satisfaction of the Licensors in its sole discretion;

(e) cause the License Area to be kept in a reasonably neat and orderly manner consistent with the uses permitted by this Agreement and provide reasonably adequate security for the License Area;

(f) cause the License Area to be used in such a manner so as to not cause a nuisance or undue annoyance or hardship to the Licensor or create a hazard or element of waste to the License Area. To the extent Licensee does any alteration to the lighting existing for the License Area including street lighting, Licensee will ensure that it will not impact other lighting in the vicinity of the License Area;

(g) be responsible for snow removal and maintenance of the sidewalks of the License Area;

(h) comply with all reasonable rules and regulations promulgated by Licensors from time to time during the Term;

(i) take all actions and implement all protections necessary to ensure that the use of the License Area will pose no threat to the safety or health of persons, property, or the environment:

(j) not allow the installation, nor operate on the premises, a gasoline supply station; nor shall vehicles used or designed for the transportation of gasoline or petroleum products be permitted on the Premises:

(k) not use the Premise for the manufacture or storage of flammable, explosive

or hazardous material or for any occupation which is deemed by the PennDOT to be a hazard to non-highway users;

(l) not conduct, permit or allow vending of any kind or character upon the leased Premises;

(m) Not erect signs;

(n) Include positive protection prior to storing any construction-related equipment or materials next to any high-speed roadway or ramp;

(o) Not construct structures or building without the written permission of PennDOT and Federal Highway Administration and

(p) construct any improvements approved by PennDOT with fire-resistant materials in accordance with the provision of local applicable building codes and shall be at the sole expense of Licensee.

7. **Condition of the Property**. Licensors make no representation or warranty with respect to the License Area, whether express or implied, of merchantability or fitness for particular purpose, as to any compliance with any ordinances, rules, regulations or laws that relate to the condition of the License Area, and specifically, as to the existence of any hazardous or toxic or polluting substance or waste, pollutant, contaminant, industrial solid waste, special waste or any constituent of any such items (collectively, "**Hazardous Substances**"), as defined under or regulated by any Laws.

Licensee acknowledges and agrees that Licensors shall have no obligation or liability to insure, secure or protect the personal property, if any, of Licensee Parties. Risk of loss or damage of any such personal property shall be borne solely by Licensee Parties.

8. **Indemnification**. Licensee and its successors and assigns, shall at all times hereafter indemnify, hold harmless and defend the Authority, Sports & Exhibition Authority of the City of Pittsburgh and Allegheny County, Alco, the City of Pittsburgh, Allegheny County, Commonwealth of Pennsylvania, PennDOT, the Federal Highway Administration and their successors and assigns, members, officers, elected officials, representatives, employees, agents, invitees, consultants, successors and assigns ("Indemnified Parties") from any claims, demands, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs, asserted against an Indemnified Party, including, but not limited to, environmental matters, personal injury or property damage incurred by reason of or arising out of this Agreement or Licensee's exercise of any rights granted herein, except to the extent caused by the gross negligence or willful misconduct of the Indemnified Party. Licensee hereby releases Licensors and Indemnified Parties from any and all such losses and claims related to or arising in connection with this Agreement, except to the extent caused by the gross negligence or willful misconduct of the Indemnified Party. The provisions of this section shall survive termination of this Agreement.

9. **PennDOT Right of Entry**. Licensee shall provide a right of entry to any authorized officer, engineer, employee, contractor, or agency of the Commonwealth and the Federal Highway Administration for the purpose of inspecting the Premises, or the doing of any

and all acts necessary or property on the Premises in connection with protection, maintenance, painting and operation of the highway structures and their appurtenances. Licensee shall provide the Commonwealth of Pennsylvania to immediate entry upon the Premises and to take immediate possession of the same in case of any national or other emergency, or for the purpose of preventing sabotage, and for the protection of the highway structures.

10. **Default**. If at any time Licensee (a) fails to make payment hereunder or under any other agreement Licensee has with Licensors, (b) fails to maintain the insurance required hereunder, or (c) commits any other material breach of this Agreement and, in the case of any such breach of (a)-(c), Licensee fails to cure such breach within thirty (30) days of written notice by Licensors to Licensee of such breach (unless such breach is of a nature that it cannot be completed within such thirty (30) day period, then if Licensee fails to commence a cure within such thirty (30) day period and diligently pursue to completion a cure for such breach) (each an "**Event of Default**"), Licensors shall be entitled to all remedies available at law, in equity and under this Agreement. Without limitation of the foregoing, upon any Event of Default, Licensors may pursue any one or more of the following remedies: (i) require specific performance, (ii) perform the obligations of Licensee and Licensee shall within thirty (30) days of demand reimburse Licensor for all reasonable and necessary costs incurred (including, without limitation, reasonable counsel fees and expenses), and/or (iii) terminate this Agreement. The foregoing remedies shall be in addition to, and not in lieu of, all other remedies available to Licensors herein, in law or in equity, and all such remedies may be exercised concurrently or separately. Any failure by Licensors to exercise any right or remedy as provided in this Agreement shall not be deemed a waiver by Licensors of any claim for damages it may have by reason of an Event of Default. Licensors may exercise remedies individually or jointly.

11. **Termination by PennDOT**. Licensee agrees that Licensor or PennDOT may, upon 60 days written notice, terminate the License in the event that PennDOT determines that the Premises is needed for highway or related transportation purposes.

12. **Amendments**. The provisions of this Agreement shall not be amended, waived, or modified except by an instrument, in writing, signed by the parties hereto and approved by PennDOT and Federal Highway Administration. .

13. **Assignment**. Licensor or Licensee may not assign this License, either in whole or in part, without the written consent of PennDOT and the Federal Highway Administration.

14. **Headings and Exhibits**. All paragraph headings of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof. All exhibits attached hereto, incorporated herein, and are made a part hereof.

15. **Counterparts**. This Agreement may be executed in two or more counterparts, each of which, when executed and delivered, shall be an original, but all of which shall together constitute one and the same instrument.

16. **Waiver**. The waiver by any party of any breach or default by any other party under any of the terms of this Agreement shall not be deemed to be, nor shall the same constitute, a waiver of any subsequent breach or default on the part of any other party.

17. Notices. All notices, demands and other communications which are required to be given to or made by any party to the other in connection with this Agreement shall be in writing, shall be deemed to have been given when posted by certified or registered mail or when receipt by a courier express, telegram, cable, has been acknowledged to the addresses in the first paragraphs of this Agreement or such other addresses as either party from time to time may designate by notice delivered to the other.

18. Governing Law. This Agreement shall be construed, governed, and enforced in accordance with the internal laws of the Commonwealth of Pennsylvania. Parties agree that any suit, action, or other legal proceeding arising out of the Agreement must be brought in the Court of Common Pleas of Allegheny County, Pennsylvania, and consent to such exclusive jurisdiction.

19. Recording. Licensee shall not record this Agreement or any memorandum thereof.

20. Miscellaneous. All provisions herein contained shall bind and inure to the benefit of the respective parties hereto, their heirs, personal representatives, successors, and assigns. Nothing contained herein is intended nor shall be deemed to create or confer any rights upon any third person not a party hereto, whether as a third-party beneficiary or otherwise, except as expressly provided herein, nor shall anything herein be construed to create any relationship or partnership, agency, joint venture or the like between Licensor and Licensee. The parties agree that any reviews, approvals, or acceptances by Licensors of any submissions made to Licensors with respect to the Approved Uses or otherwise are solely for Licensors' purposes and do not subject Licensors to any liability with respect to the contents thereof. This Agreement contains the entire understanding of the parties and supersedes any prior or contemporaneous understanding and agreements among them regarding the subject matter of this Agreement. This Agreement is non-assignable and non-transferable by Licensee except with the consent of Licensors.

21. Savings Clause. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent be invalid or unenforceable, the remainder of the Agreement, or the application of such term of provision to persons or circumstances other than those as to which it was held invalid or unenforceable, shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Licensors and Licensee, with the intent to be legally bound, have caused this Agreement to be duly executed as of the day and year first written above.

WITNESS:

AUTHORITY:

STADIUM AUTHORITY OF THE CITY OF PITTSBURGH

By:_____
Aaron Waller
Executive Director

ALCO:

ALCO PARKING CORPORATION

WITNESS/ATTEST:

By:_____
Name: Merrill Stabile
Title: President

LICENSEE:

ALLEGHENY COUNTY SANITARY AUTHORITY

WITNESS/ATTEST:

By:_____
Name: Arletta Scott Williams
Title: Executive Director

Exhibits

Exhibit A – Depiction of Area

Exhibit B – License Area

Exhibit C- Approved Use

Exhibit A
Depiction of Area

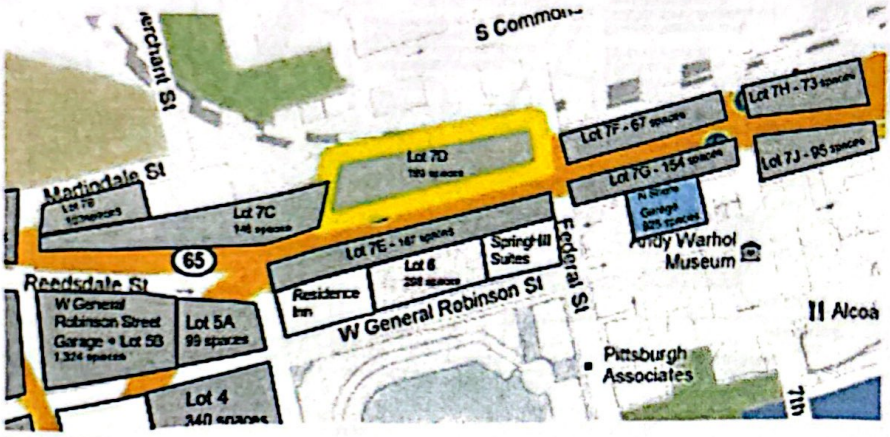


Exhibit B
License Area

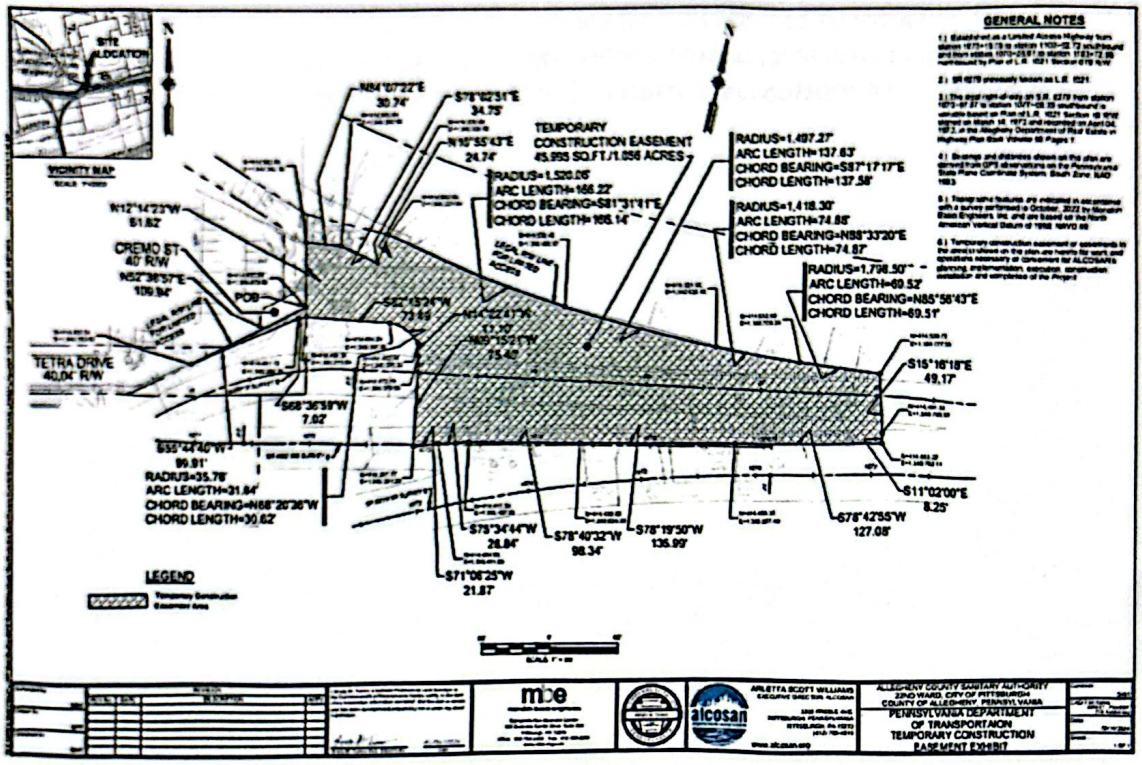


Exhibit C
Approved Use – Lot 7-D

Licensee shall use the License Area for the purpose of receiving, unloading, storage and staging of construction materials, fabrication and assembly of materials and equipment, parking of construction equipment (not personal vehicles) and for other related construction and support activities, provided that Licensors shall consent to such other related construction and support activities. The License Area will be returned to Licensors in accordance with Paragraph 5.

Doc-16371

Allegheny County
Jessica Garofolo
Division of Real Estate
Pittsburgh, PA 15219

ORT ADDENDUM 3
Section 01 14 19
Attachment 1.5
(17 Pages)

*** Electronically Filed Document ***

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

Department of Real Estate Stamp

NOTE-

NOT A DEED OF TRANSFER

Document Number: 2025-16371
Recorded As: ERX-DEED AGREEMENT
Recorded On: June 26, 2025
Recorded At: 03:32:42 pm
Number of Pages: 17
Book-Vl/Pg: Bk-DE Vl-20086 Pg-567
Recording Fee: $181.75
Parties:
EIGHT 810 RIVER AVE ASSOCIATES L L C
ALLEGHENY COUNTY SANITARY AUTH
Receipt Number: 4482552
Processed By: Laura Snyder

I hereby certify that the within and foregoing was recorded in the Division of Real Estate's Office in Allegheny County, PA

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

Jessica Garofolo, Director
Sara Innamorato, County Executive

628672

DRE Certified
26-Jun-2025 03:15P\Int By: A G

Form 27 (7/24)

Prepared By: ALROWS, LLC
961 Old 6th Avenue Road
Altoona, PA 16601

Return To: Babst Calland
c/o Alyssa Golfieri, Esq.
Two Gateway Tower, 6th Floor
603 Stanwix Street
Pittsburgh, PA 15241

Site Location: Portion of Parcel ID Nos. 9-A-158; 9-A-160; 9-A-162; and 9-B-211

Clean Water Plan Project	
Program	Regional Tunnel
Purpose	Temporary Construction Easement
Municipality	City of Pittsburgh - 23rd Ward
Parcel ID Nos.	Portions of 9-A-158; 9-A-160; 9-A-162; and 9-B-211
Property Owner	810 River Avenue Associates, LLC

alcosan

TEMPORARY EASEMENT AGREEMENT FOR CONSTRUCTION

THIS TEMPORARY EASEMENT AGREEMENT FOR CONSTRUCTION (this "Agreement"), made this 5th day of June, 2025, by and between 810 River Avenue Associates, LLC (the "Property Owner"), and the Allegheny County Sanitary Authority, a Pennsylvania municipal authority ("ALCOSAN") (each a "Party," and together, the "Parties").

W I T N E S S E T H:

WHEREAS, ALCOSAN is authorized and empowered by Subsections (d)(4), (5) and (15) of Section 5607 of the Municipality Authorities Act of June 19, 2001, P.L. 287, No. 22, 53 Pa.C.S. §§ 5601-5622, to hold or acquire by lease, purchase or condemnation any lands, rights, easements, franchises and other property, whether real, personal or mixed, deemed necessary or desirable for carrying out its purposes, including, without limitation, to construct, improve, maintain, repair and operate projects; and

WHEREAS, in connection with ALCOSAN's Clean Water Plan Project (the "Project"), ALCOSAN requires five (5) temporary construction easements identified as follows in the areas shown on the plans titled "810 River Avenue Associates, LLC Temporary Construction Easement Exhibit", prepared by Monaloh Basin Engineers, dated November 13, 2024, which are attached hereto and incorporated herein as **Exhibit A**, and as described in the legal descriptions attached hereto and incorporated herein as **Exhibit B**, for work and operations necessary or convenient for ALCOSAN's planning, implementation, execution, construction, installation, and completion of the Project:

i. Temporary Construction Easement No. 1 – 1,639 square feet or 0.038 acres
ii. Temporary Construction Easement No. 2 – 1,341 square feet or 0.031 acres
iii. Temporary Construction Easement No. 3 – 957 square feet or 0.022 acres

iv. Temporary Construction Easement No. 4 – 879 square feet or 0.020 acres
v. Temporary Construction Easement No. 5 – 63 square feet or 0.001acres

(collectively, the "Easements"), and the area(s) encompassed therein, each an "Easement Area" and collectively the "Easement Areas"), over portions of those certain parcels of real property situated in Allegheny County, Pennsylvania, currently identified as Allegheny County Parcel ID Nos. 9-A-158, 9-A-160, 9-A-162, and 9-B-211 (collectively, the "Property"), which Property belongs to Property Owner, being all or a portion of the same property conveyed or devised to Property Owner by Deed from NG Riverfront, LLC dated December 3, 2019, and recorded with the Allegheny County Department of Real Estate on December 10, 2019 in Deed Book 17865, Page 572 at Instrument Number 2019-37787, and by Deed from Walter J. Sperling, Jr. and Janet S. Notaro dated February 21, 2023, and recorded with the Allegheny County Department of Real Estate on March 1, 2023 in Deed Book 19220, Page 427 at Instrument Number 2023-4919, and in lieu of condemnation thereof, Property Owner desires to grant the Easements to ALCOSAN.

NOW, THEREFORE, in consideration of the sum of One Hundred Sixty Thousand and 00/100 Dollars ($160,000.00) and other good and valuable consideration, the sufficiency of which Property Owner hereby acknowledges, Property Owner hereby grants, bargains, sells, and conveys to ALCOSAN and its successors and assigns, for the term of this Agreement, the Easements, including, without limitation, the following rights and privileges: (a) to use the Easement Areas for any work and operations necessary or convenient for ALCOSAN's planning, implementation, execution, construction, installation and completion of the Project; (b) to remove any buildings, structures and other obstacles located on or in the Easement Areas that unreasonably interfere with the foregoing activities; (c) to park and place in the Easement Areas any vehicles, temporary structures, equipment, materials and supplies for the Project; and (d) access to and ingress, egress and regress from, over, upon and within the Easement Areas for all of the foregoing purposes.

ALCOSAN shall not enter or occupy the Easement Areas until the monetary sum set forth above is paid to Property Owner.

Property Owner shall not damage, tamper, or interfere with any vehicles, temporary structures, equipment, materials, supplies or other property of ALCOSAN in the Easement Areas, or interfere with ALCOSAN in its use and enjoyment of the Easement Areas for the purposes provided for herein.

Upon completion of its use of the Easement Areas, ALCOSAN shall restore the Easement Areas to its previous condition.

ALCOSAN shall obtain all necessary federal, state and local permits, licenses and other authorizations required for its activities and operations in the Easement Areas hereunder, and ALCOSAN shall comply with all federal, state, and local laws applicable to its activities and operations in the Easement Areas hereunder.

ALCOSAN shall be solely responsible for, and shall pay on a timely basis when due, all costs and expenses associated with its activities in the Easement Areas hereunder.

Property Owner, for itself, its successors and assigns, hereby covenants and agrees that it will warrant generally the Property hereunder.

Property Owner hereby remises, releases, quitclaims, and forever discharges ALCOSAN of and from all suits, damages, claims and demands which Property Owner might otherwise have been entitled to assert under the provisions of the Eminent Domain Code, 26 Pa.C.S. § 101 et seq., for or on account of the

grant of the Easements hereunder and any injury to or destruction of the Easement Areas through or by reason of ALCOSAN's use of the Easement Areas hereunder, except damages, if any, under Section 710 (Limited Reimbursement of Appraisal, Attorney and Engineering Fees) and Section 711 (Payment on Account of Increased Mortgage Costs) of the Eminent Domain Code; provided, however, that (a) if relocation of a residence or business or farm operation is involved, this release shall likewise not apply to damages, if any, under Section 902 (Moving Expenses) and/or Section 903 and/or 904 (Replacement Housing) of the Eminent Domain Code, and (b) the foregoing release shall not be deemed to constitute a waiver of Property Owner's right to restoration of the Easement Areas following ALCOSAN's use thereof as provided herein.

This Agreement shall expire automatically with respect to the Easements as follows:

i. Temporary Construction Easement No. 1 – on the date that is one and a half (1.5) years after ALCOSAN commences construction within this Easement Area.
ii. Temporary Construction Easement No. 2 – on the date that is four and a half (4.5) years after ALCOSAN commences construction within this Easement Area.
iii. Temporary Construction Easement No. 3 – on the date that is one and a half (1.5) years after ALCOSAN commences construction within this Easement Area.
iv. Temporary Construction Easement No. 4 – on the date that is one and a half (1.5) years after ALCOSAN commences construction within this Easement Area.
v. Temporary Construction Easement No. 5 – on the date that is one and a half (1.5) years after ALCOSAN commences construction within this Easement Area.

In the event that the Project is completed or ALCOSAN determines that it no longer requires one or more of the Easements prior to the foregoing dates, ALCOSAN shall reasonably promptly deliver to Property Owner a written release of this Agreement, in whole or in part as appropriate, and in any case, if ALCOSAN records this Agreement in the public property records, then reasonably promptly following the expiration or release of this Agreement, in whole or in part as appropriate, ALCOSAN shall record a written release of this Agreement, in whole or part as appropriate, to terminate it of record.

This Agreement may only be amended by an instrument in writing signed by both Parties. Except as expressly provided in this Agreement, no waiver by any Party of any provision of or right under this Agreement shall be binding unless executed in writing by the Party making the waiver. No waiver of any provision of or right under this Agreement shall constitute a waiver of any other provision of or right hereunder, nor shall any waiver be a continuing waiver.

This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law provisions.

This Agreement (including the prefatory clauses hereof and the exhibits hereto, all of which are fully incorporated herein) constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof, shall be binding upon and inure to the benefit of each Party and its heirs, executors, administrators, successors and assigns, and shall constitute a covenant running with the land of the Property.

This Agreement may be executed in any number of counterparts, and by each of the Parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Property Owner and ALCOSAN have executed or caused to be executed this Agreement, each intending to be legally bound hereby, effective on the Settlement Date (irrespective of whether executed by any Party before, on or after the Settlement Date).

---

810 RIVER AVENUE ASSOCIATES, LLC

BY: _____
Name: Charles W. Lantzman
Title: Sole Member

STATE OF Pennsylvania
COUNTY OF Allegheny

On this 5th day of June, 2025, before me, the undersigned officer, personally appeared , who acknowledged him/herself to be the [*title*] of 810 River Avenue Associates, LLC, and that as such officer/in such capacity, being authorized to do so, executed such instrument, by signing on behalf thereof as such officer/in such capacity, for the purposes contained therein. Charles W. Lantzman Sole Member

In witness whereof, I hereto set my hand and official seal on the day and year set forth above.

_____ [*Signature*]
Notary Public

[*Seal*]

Commonwealth of Pennsylvania - Notary Seal
Todd A. Alexander, Notary Public
Allegheny County
My commission expires December 7, 2027
Commission number 1266212
Member, Pennsylvania Association of Notaries

Doc-16371

Form 27 (7/24)

ALLEGHENY COUNTY SANITARY AUTHORITY

BY: _____
Name: Arletta Scott Williams
Title: Executive Director

COMMONWEALTH OFPENNSYLVANIA
COUNTY OF ALLEGHENY

On this 12th day of June, 2025, before me, the undersigned officer, personally appeared Arletta Scott Williams, who acknowledged herself to be the Executive Director of the Allegheny County Sanitary Authority, and that as such officer, being authorized to do so, executed such instrument, by signing on behalf of such Authority as such officer, for the purposes contained therein.

In witness whereof, I hereto set my hand and official seal on the day and year set forth above.

_____ [*Signature*]
Notary Public

[*Seal*]

COMMONWEALTH OF PENNSYLVANIA - NOTARY SEAL
Mira D Praytor, Notary Public
Allegheny County
My Commission Expires 5/3/2028
Commission # 1443833

Certificate of Residence

I do hereby certify that the **TAX BILL MAILING ADDRESS** of the within named Grantee is:	I do hereby certify that the **OWNER ADDRESS** of the within named Grantee is:
Allegheny County Sanitary Authority 3300 Preble Avenue Pittsburgh, PA 15233	Allegheny County Sanitary Authority 3300 Preble Avenue Pittsburgh, PA 15233

Witness my hand this 12th day of June, 2025.

_____
Agent for Allegheny County Sanitary Authority

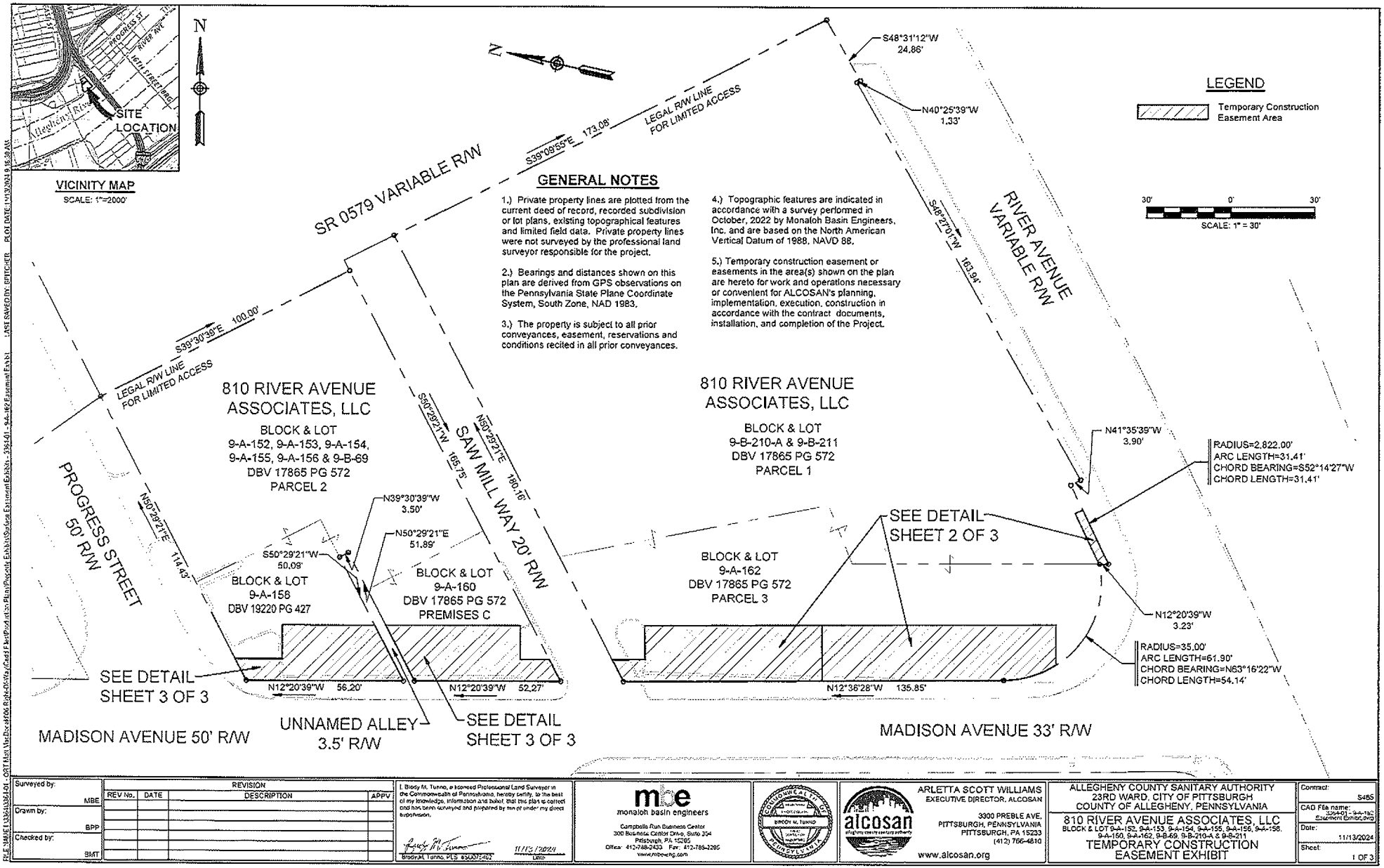
Form 27 (7/24)

EXHIBIT A
TO TEMPORARY EASEMENT AGREEMENT FOR CONSTRUCTION

PLAN DEPICTING PROPERTY, EASEMENTS, AND EASEMENT AREAS

[See Attachment.]

Doc-16371



Surveyed by:	MBE
Drawn by:	BPP
Checked by:	BMT

REVISION			
REV No.	DATE	DESCRIPTION	APPV

I, Brody M. Tunno, a licensed Professional Land Surveyor in the Commonwealth of Pennsylvania, hereby certify, to the best of my knowledge, information and belief, that this plan is correct and has been surveyed and prepared by me or under my direct supervision.

Brody M. Tunno, PLS 65037-E 11/13/2024 Date

monaloh basin engineers
Campbells Run Business Center
300 Business Center Drive, Suite 204
Pittsburgh, PA 15205
Office: 412-788-2433 Fax: 412-788-2286
www.mbeweng.com

BRODY M. TUNNO

ARLETTA SCOTT WILLIAMS
EXECUTIVE DIRECTOR, ALCOSAN
3300 PREBLE AVE.
PITTSBURGH, PENNSYLVANIA
PITTSBURGH, PA 15233
(412) 766-4810
www.alcosan.org

ALLEGHENY COUNTY SANITARY AUTHORITY
23RD WARD, CITY OF PITTSBURGH
COUNTY OF ALLEGHENY, PENNSYLVANIA

810 RIVER AVENUE ASSOCIATES, LLC
BLOCK & LOT 9-A-152, 9-A-153, 9-A-154, 9-A-155, 9-A-156, 9-A-156, 9-A-150, 9-A-162, 9-B-69, 9-B-210-A & 9-B-211

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

Contract:	S465
CAD File name:	930465 - 9-A-152 Easement Exhibit.dwg
Date:	11/13/2024
Sheet:	1 OF 3

FILE NAME: L:\365\1365A01 - OST Mon Yough\Proj\1365A01 - Right-Of-Way\Cad Files\Production Plans\Property Exhibits\Surface Easement Exhibits - 365A01 - 9-A-162 Easement Exhibit.dwg LAST SAVED BY: BPITCHER PLOT DATE: 11/13/2024 9:16:38 AM

Doc-16371

GENERAL NOTES

1.) Private property lines are plotted from the current deed of record, recorded subdivision or lot plans, existing topographical features and limited field data. Private property lines were not surveyed by the professional land surveyor responsible for the project.

2.) Bearings and distances shown on this plan are derived from GPS observations on the Pennsylvania State Plane Coordinate System, South Zone, NAD 1983.

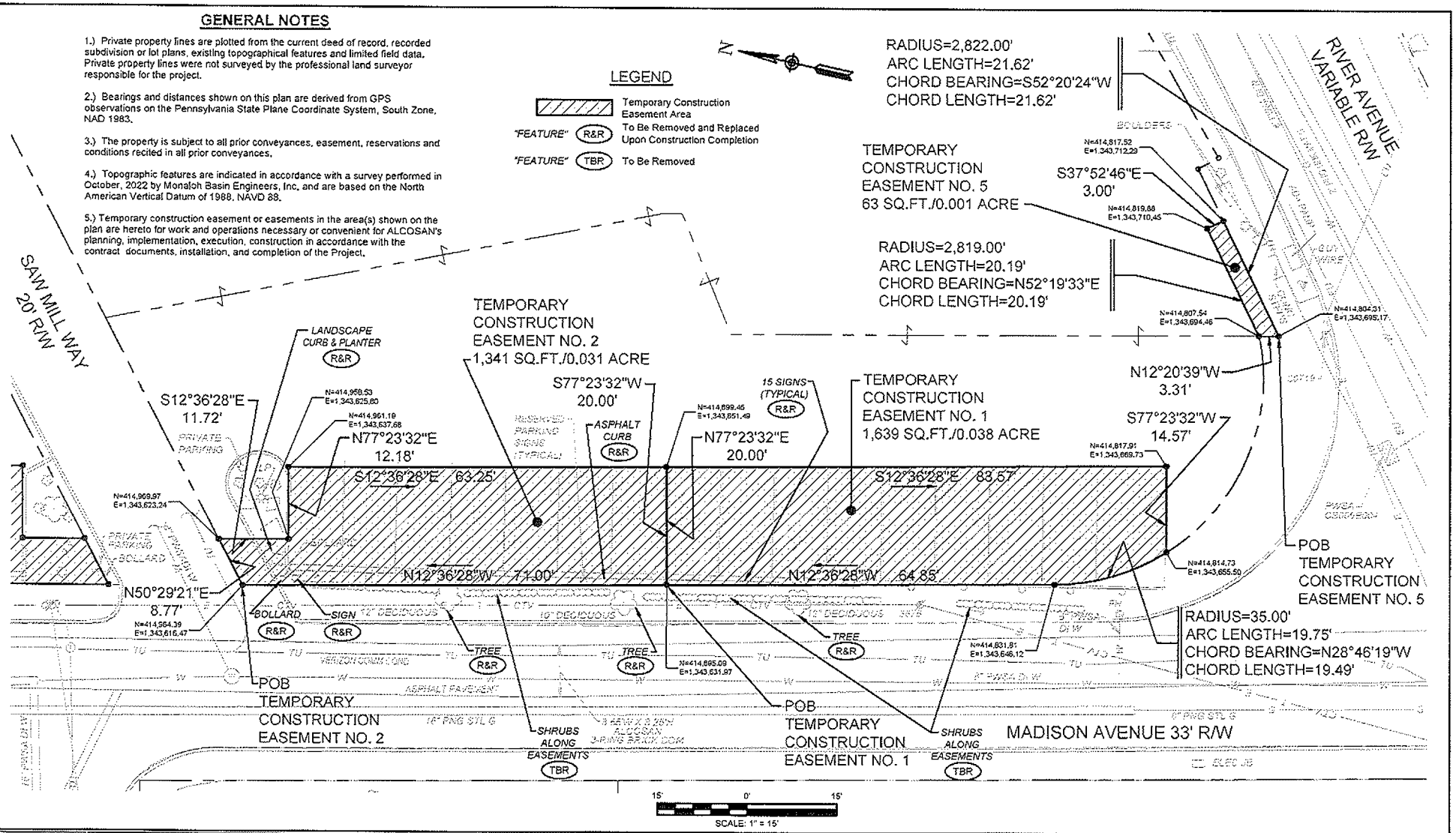
3.) The property is subject to all prior conveyances, easement, reservations and conditions recited in all prior conveyances.

4.) Topographic features are indicated in accordance with a survey performed in October, 2022 by Monaloh Basin Engineers, Inc. and are based on the North American Vertical Datum of 1988, NAVD 88.

5.) Temporary construction easement or easements in the area(s) shown on the plan are hereto for work and operations necessary or convenient for ALCOSAN's planning, implementation, execution, construction in accordance with the contract documents, installation, and completion of the Project.

LEGEND

- Temporary Construction Easement Area
- "FEATURE" (R&R) To Be Removed and Replaced Upon Construction Completion
- "FEATURE" (TBR) To Be Removed



Surveyed by:	REVISION			
MBE	REV No.	DATE	DESCRIPTION	APPV
Drawn by:				
BPP				
Checked by:				
BMT				

I, Brody M. Tunno, a Licensed Professional Land Surveyor in the Commonwealth of Pennsylvania, hereby certify, to the best of my knowledge, information and belief, that this plan is correct and has been surveyed and prepared by me or under my direct supervision.

Brody M. Tunno, PLS #SU075062 — Date 11/13/2024

mbe monaloh basin engineers
Campbells Run Business Center
380 Business Center Drive, Suite 304
Pittsburgh, PA 15205
Office: 412-788-2433 Fax: 412-788-2295
www.mbe-engr.com

ARLETTA SCOTT WILLIAMS
EXECUTIVE DIRECTOR, ALCOSAN
3300 PREBLE AVE.
PITTSBURGH, PENNSYLVANIA
PITTSBURGH, PA 15233
(412) 766-4810
www.alcosan.org

ALLEGHENY COUNTY SANITARY AUTHORITY
23RD WARD, CITY OF PITTSBURGH
COUNTY OF ALLEGHENY, PENNSYLVANIA

810 RIVER AVENUE ASSOCIATES, LLC
BLOCK & LOT 9-A-152, 9-A-153, 9-A-154, 9-A-155, 9-A-156, 9-A-158, 9-A-160, 9-A-162, 9-B-69, 9-B-210-A & 9-B-211

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

Contract:	5485
CAD File name:	5485-01 - 9-A-162 Easement Exhibit.dwg
Date:	11/13/2024
Sheet:	2 OF 3

FILE NAME: I:\5485\5485-01 - ORT Alex Mac\Acad\06 Plots\01 Plot\Plot on Plan\Pitcairn Exhibits\5485-01 - 9A-162 Easement Exhibit - LAST SAVED BY: BPITCHER PLOT DATE: 11/13/2024 9:16:33 AM

Doc-16371

GENERAL NOTES

1.) Private property lines are plotted from the current deed of record, recorded subdivision or lot plans, existing topographical features and limited field data. Private property lines were not surveyed by the professional land surveyor responsible for the project.

2.) Bearings and distances shown on this plan are derived from GPS observations on the Pennsylvania State Plane Coordinate System, South Zone, NAD 1983.

3.) The property is subject to all prior conveyances, easement, reservations and conditions recited in all prior conveyances.

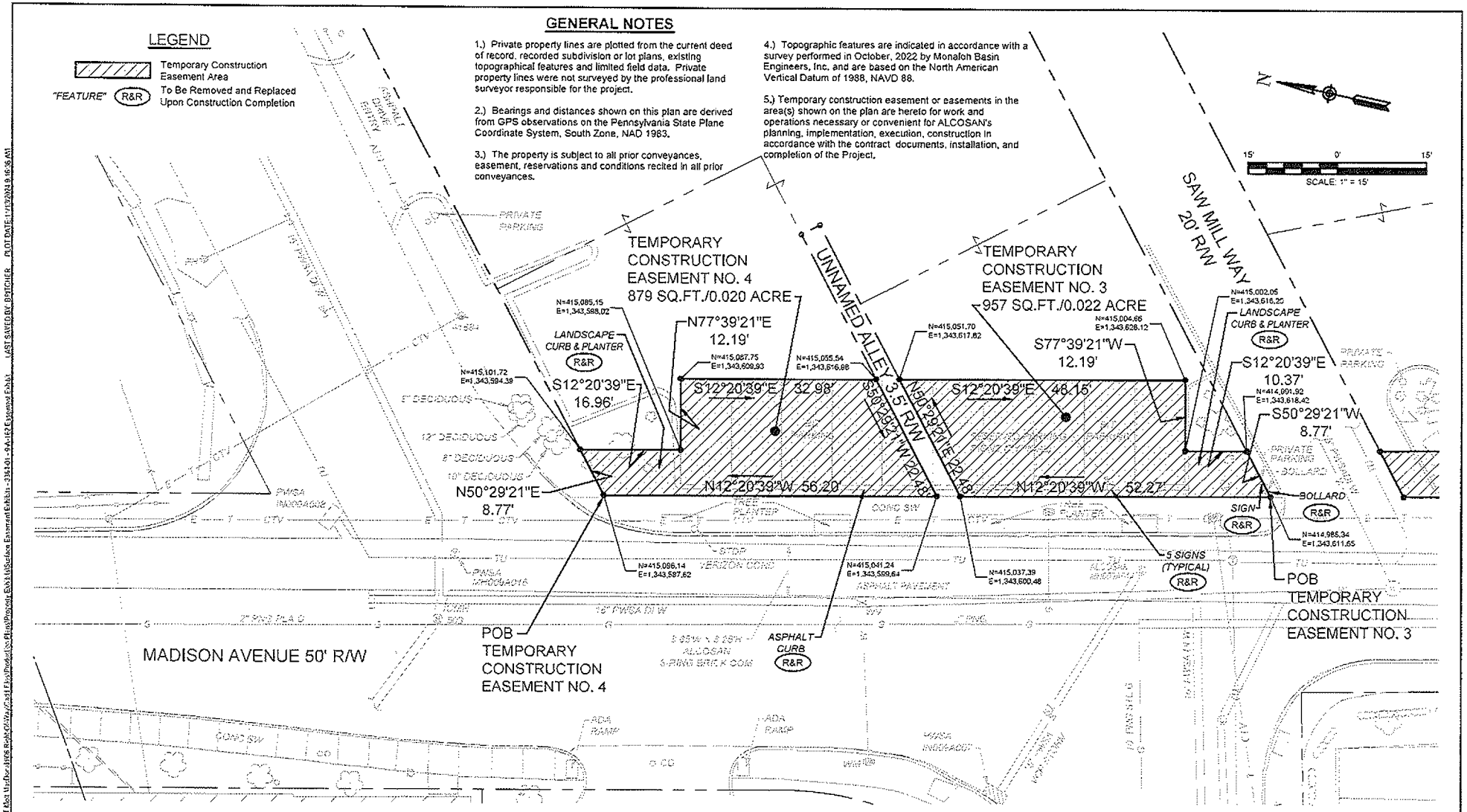
4.) Topographic features are indicated in accordance with a survey performed in October, 2022 by Monaloh Basin Engineers, Inc. and are based on the North American Vertical Datum of 1988, NAVD 88.

5.) Temporary construction easement or easements in the area(s) shown on the plan are hereto for work and operations necessary or convenient for ALCOSAN's planning, implementation, execution, construction in accordance with the contract documents, installation, and completion of the Project.

LEGEND

Temporary Construction Easement Area

"FEATURE" (R&R) To Be Removed and Replaced Upon Construction Completion



Surveyed by: MBE	REVISION REV No.	DATE	DESCRIPTION	APPV
Drawn by: BPP				
Checked by: BMT				

I, Brody M. Tunno, a licensed Professional Land Surveyor in the Commonwealth of Pennsylvania, hereby certify, to the best of my knowledge, information and belief, that this plan is correct and has been surveyed and prepared by me or under my direct supervision.

Brody M. Tunno, PLS- #SU075462 — Date

mbe monaloh basin engineers
Campbells Run Business Center
380 Business Center Drive, Suite 304
Pittsburgh, PA 15205
Office 412-788-2433 Fax 412-788-2295
www.mbeeng.com

ARLETTA SCOTT WILLIAMS
EXECUTIVE DIRECTOR, ALCOSAN
3300 PREBLE AVE.
PITTSBURGH, PENNSYLVANIA
PITTSBURGH, PA 15233
(412) 766-4810
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ALLEGHENY COUNTY SANITARY AUTHORITY
23RD WARD, CITY OF PITTSBURGH
COUNTY OF ALLEGHENY, PENNSYLVANIA

810 RIVER AVENUE ASSOCIATES, LLC
BLOCK & LOT 9-A-152, 9-A-153, 9-A-154, 9-A-155, 9-A-156, 9-A-158, 9-A-160, 9-A-162, 9-B-69, 9-B-210-A & 9-B-211

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

Contract:	S465
CAD File name:	9-A-152 - 9-A-162 Easement Exhibit.dwg
Date:	11/13/2024
Sheet:	3 OF 3

FILE NAME: I:\2024\3B4\01 - ORT Plot Manager\3B401 Easement Exhibits\Product\Sc Plot\Property Exhibits\Surface Easement Exhibits - 3B401 - 9-A-162 Easement Exhibit - LAST SAVED BY: BPITCHER - PLOT DATE: 11/13/2024 9:16:36 AM

Form 27 (7/24)

EXHIBIT B
TO TEMPORARY EASEMENT AGREEMENT FOR CONSTRUCTION

LEGAL DESCRIPTION OF EASEMENT AREAS

[See Attachment.]

monaloh basin engineers

Temporary Construction Easement
Parcel ID: 9-A-152 / 9-A-153 / 9-A- 154 / 9-A-155 / 9-A-156 / 9-A-158 / 9-A-160 / 9-A-162 / 9-B-69 / 9-B-210-A / 9-B-211

Temporary Construction Easement No. 1

All that piece or parcel of land situate in the 23rd Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, being more particularly described as follows:

Beginning at a point at the intersection of the easterly line of Madsion Avenue (33' Wide) and the northerly line of the Temporary Construction Easement, said point being distant 71.00' from the intersection of the easterly line of Madison Avenue and the southerly line of Saw Mill Way (20' Wide).

Thence from said point of beginning through the lands of River Avenue Associates, LLC along the northerly line of the Temporary Construction Easement North 77°23'32" East a distance of 20.00 feet to a point;

Thence continuing through the lands of 810 River Avenue Associates, LLC along the easterly line of the Temporary Construction Easement South 12°36'28" East a distance of 83.57' to a point;

Thence continuing through the lands of 810 River Avenue Associates, LLC along the southerly line of the Temporary Construction Easement South 77°23'32" West a distance of 14.57' to a point at the intersection of the southerly line of the Temporary Construction Easement and the easterly line of Madison Avenue;

Thence along the easterly line of Madison Avenue by a curve to the right having a Radius of 35.00' an Arc Length of 19.75' and a Chord Bearing of North 28°46'19" West 19.49' to a point of tangency;

Thence continuing along the easterly line of Madison Avenue North 12°36'28" West a distance of 64.85' to a point, at the place of beginning.

Containing within said bounds 1,639 Square Feet, or 0.038 Acre of land.

Being a part of the parcel of land that NG Riverfront, LLC by their deed dated December 3, 2019, and recorded in Deed Book Volume 17865, Page 572 conveyed to 810 River Avenue Associates, LLC.

Temporary Construction Easement No. 2

All that piece or parcel of land situate in the 23rd Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, being more particularly described as follows:

monaloh basin engineers

Temporary Construction Easement
Parcel ID: 9-A-152 / 9-A-153 / 9-A- 154 / 9-A-155 / 9-A-156 / 9-A-158 / 9-A-160 / 9-A-162 / 9-B-69 / 9-B-210-A / 9-B-211

Beginning at a point at the intersection of the easterly line of Madsion Avenue (33' Wide) and the southerly line of Saw Mill Way (20' Wide).

Thence from said point of beginning along the southerly line of Saw Mill Way North 50°29'21" East 8.77' to a point at the intersection of the southerly line of Saw Mill Way and the easterly line of the Temporary Construction Easement;

Thence through the lands of 810 River Avenue Associates, LLC along the easterly line of the Temporary Construction Easement South 12°36'28" East a distance of 11.72' to a point;

Thence continuing through the lands of 810 River Avenue Associates, LLC along the northerly line of the Temporary Construction Easement North 77°23'32" West a distance of 12.18' to a point;

Thence continuing through the lands of 810 River Avenue Associates, LLC along the easterly line of the Temporary Construction Easement South 12°36'28" East a distance of 63.25' to a point;

Thence continuing through the lands of 810 River Avenue Associates, LLC along the southerly line of the Temporary Construction Easement South 77°23'32" West a distance of 20.00' to a point at the intersection of the southerly line of the Temporary Construction Easement and the easterly line of Madison Avenue;

Thence along the easterly line of Madison Avenue North 12°36'28" West a distance of 71.00' to a point, at the place of beginning.

Containing within said bounds 1,341 Square Feet, or 0.031 Acre of land.

Being a part of the parcel of land that NG Riverfront, LLC by their deed dated December 3, 2019, and recorded in Deed Book Volume 17865, Page 572 conveyed to 810 River Avenue Associates, LLC.

Temporary Construction Easement No. 3

All that piece or parcel of land situate in the 23rd Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, being more particularly described as follows:

Beginning at a point at the intersection of the easterly line of Madsion Avenue (33' Wide) and the northerly line of Saw Mill Way (20' Wide).

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Thence from said point of beginning along the easterly line of Madison Avenue North 12°20'39" West a distance of 52.27 feet to a point at the intersection of the easterly line of Madison Avenue and the southerly line of an unnamed alley (3.50' Wide);

Thence along the southerly line of an unnamed alley North 50°29'21" East a distance of 22.48' to a point at the intersection of the southerly line of an unnamed alley and the easterly line of the Temporary Construction Easement;

Thence through the lands of 810 River Avenue Associates, LLC along the easterly line of the Temporary Construction Easement South 12°20'39" East a distance of 48.15' to a point;

Thence continuing through the lands of 810 River Avenue Associates, LLC along the southerly line of the Temporary Construction Easement South 77°39'21" West a distance of 12.19' to a point;

Thence continuing through the lands of 810 River Avenue Associates, LLC along the easterly line of the Temporary Construction Easement South 12°20'39" East a distance of 10.37' to a point at the intersection of the easterly line of the Temporary Construction Easement and the northerly line of Saw Mill Way;

Thence along the northerly line of Saw Mill Way South 50°29'21" West a distance of 8.77' to a point, at the place of beginning.

Containing within said bounds 957 Square Feet, or 0.022 Acre of land.

Being a part of the parcel of land that NG Riverfront, LLC by their deed dated December 3, 2019, and recorded in Deed Book Volume 17865, Page 572 conveyed to 810 River Avenue Associates, LLC.

Temporary Construction Easement No. 4

All that piece or parcel of land situate in the 23rd Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, being more particularly described as follows:

Beginning at a point at the intersection of the easterly line of Madsion Avenue (33' Wide) and the southerly line of Progress Street (50' Wide).

monaloh basin engineers

Thence from said point of beginning along the southerly line of Progress Street North 50°29'21" East 8.77' to a point at the intersection of the southerly line of Progress Street and the easterly line of the Temporary Construction Easement;

Thence through the lands of 810 River Avenue Associates, LLC along the easterly line of the Temporary Construction Easement South 12°20'39" East a distance of 16.96' to a point;

Thence continuing through the lands of 810 River Avenue Associates, LLC along the northerly line of the Temporary Construction Easement North 77°39'21" East a distance of 12.19' to a point;

Thence continuing through the lands of 810 River Avenue Associates, LLC along the easterly line of the Temporary Construction Easement South 12°20'39" East a distance of 32.98' to a point at the intersection of the easterly line of the Temporary Construction Easement and the northerly line of an unnamed alley;

Thence along the northerly line of an unnamed alley South 50°29'21" West a distance of 22.48' to a point at the intersection of the northerly line of an unnamed alley and the easterly line of Madison Avenue;

Thence along the easterly line of Madison Avenue North 12°20'39" West a distance of 56.20' to a point, at the place of beginning.

Containing within said bounds 879 Square Feet, or 0.020 Acre of land.

Being a part of the parcel of land that Walter J. Sperling, Jr. and Janet S. Notaro by their deed dated February 21, 2023, and recorded in Deed Book Volume 19220, Page 427 conveyed to 810 River Avenue Associates, LLC.

Temporary Construction Easement No. 5

All that piece or parcel of land situate in the 23rd Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, being more particularly described as follows:

Beginning at an angle point on the northerly line of River Avenue (Variable Width)

Thence from said point of beginning along the northerly line of River Avenue and through the lands of 810 River Avenue Associates North 12°20'39" West 3.31' to a point;

monaloh basin engineers

Temporary Construction Easement
Parcel ID: 9-A-152 / 9-A-153 / 9-A- 154 / 9-A-155 / 9-A-156 / 9-A-158 / 9-A-160 / 9-A-162 / 9-B-69 / 9-B-210-A / 9-B-211

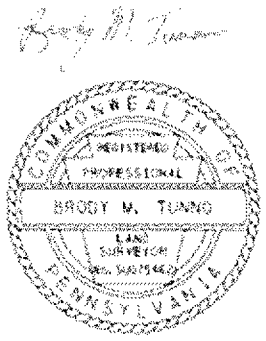
Thence continuing through the lands of 810 River Avenue Associates, LLC along the northerly line of the Temporary Construction Easement by a curve to the left having a Radius of 2,819.00' an Arc Length of 20.19' and a Chord Bearing of North 52°19'33" East 20.19' to a point;

Thence continuing through the lands of 810 River Avenue Associates, LLC along the easterly line of the Temporary Construction Easement South 37°52'46" East a distance of 3.00' to a point at the intersection of the easterly line of the Temporary Construction Easement and the northerly line of River Avenue;

Thence along the northerly line of River Avenue by a curve to the right having a Radius of 2,822.00' an Arc Length of 21.62' and a Chord Bearing of South 52°20'24" West 21.62' to a point, at the place of beginning.

Containing within said bounds 63 Square Feet, or 0.001 Acre of land.

Being a part of the parcel of land that NG Riverfront, LLC by their deed dated December 3, 2019, and recorded in Deed Book Volume 17865, Page 572 conveyed to 810 River Avenue Associates, LLC.



Doc-16371

pennsylvania DEPARTMENT OF REVENUE (EX) MOD 06-19 (FI)

REV-183

BUREAU OF INDIVIDUAL TAXES
PO BOX 280603
HARRISBURG, PA 17128-0603

1830019105

REALTY TRANSFER TAX STATEMENT OF VALUE

COMPLETE EACH SECTION

RECORDER'S USE ONLY

State Tax Paid:

Book: | Page:

Instrument Number:

Date Recorded:

SECTION I TRANSFER DATA

Date of Acceptance of Document: 06/05/2025

Grantor(s)/Lessor(s)	Telephone Number	Grantee(s)/Lessee(s)	Telephone Number
810 River Avenue Associates, LLC		ALCOSAN	

Mailing Address			Mailing Address		
2020 Knott Street			3300 Preble Ave.		
City	**State**	**ZIP Code**	**City**	**State**	**ZIP Code**
Pittsburgh	PA	15233	Pittsburgh	PA	15233

SECTION II REAL ESTATE LOCATION

Street Address	City, Township, Borough
810 River Avenue	City of Pittsburgh - 23rd Ward

County	School District	Tax Parcel Number
Allegheny	Pittsburgh Public Schools	0009-A-00158-0000-00; 0009-A-00160-0000-00; 0009-A-00162-0000-00; 0009-B-00211-0000-00

SECTION III VALUATION DATA

Was transaction part of an assignment or relocation? ○ YES ● NO

1. Actual Cash Consideration	2. Other Consideration	3. Total Consideration
160,000.00	+ 0.00	= 160,000.00
4. County Assessed Value	**5. Common Level Ratio Factor**	**6. Computed Value**
3,051,500.00	x 1.9	= 5,797,850.00

SECTION IV EXEMPTION DATA - Refer to instructions for exemption status.

1a. Amount of Exemption Claimed	1b. Percentage of Grantor's Interest in Real Estate	1c. Percentage of Grantor's Interest Conveyed
$ 5,797,850.00	100 %	100 %

2. Fill in the Appropriate Oval Below for Exemption Claimed.

- ○ Will or intestate succession. _____ (Name of Decedent) _____ (Estate File Number)
- ○ Transfer to a trust. (Attach complete copy of trust agreement and all amendments.)
- ○ Transfer from a trust. (Attach complete copy of trust agreement and all amendments.)
- ○ Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- ○ Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- ○ Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- ○ Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- ○ Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- ● Other (Provide a detailed explanation of exemption claimed. If more space is needed attach additional sheets.)

temporary easement

SECTION V CORRESPONDENT INFORMATION - All inquiries may be directed to the following person:

Name			Telephone Number
Erika Bianco			(717) 550-1182
Mailing Address	**City**	**State**	**ZIP Code**
5001 Baum Blvd., #419	Pittsburgh	PA	15213

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party: Erika Bianco — Date: 06/24/2025

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.

1830019105

1830019105

Doc-16373

Allegheny County
Jessica Garofolo
Division of Real Estate
Pittsburgh, PA 15219

ORT ADDENDUM 3
Section 01 14 19
Attachment 1.6
(8 Pages)

*** Electronically Filed Document ***

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

Department of Real Estate Stamp

NOTE-

NOT A DEED OF TRANSFER

Document Number: 2025-16373
Recorded As: ERX-DEED AGREEMENT
Recorded On: June 26, 2025
Recorded At: 03:42:00 pm
Number of Pages: 8
Book-Vl/Pg: Bk-DE Vl-20087 Pg-1
Recording Fee: $181.75
Parties:
PARREN DAVID ANTHONY
ALLEGHENY COUNTY SANITARY AUTH
Receipt Number: 4482552
Processed By: Laura Snyder

I hereby certify that the within and foregoing was recorded in the Division of Real Estate's Office in Allegheny County, PA

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

Jessica Garofolo, Director
Sara Innamorato, County Executive

628674

DRE Certified
26-Jun-2025 03:15P\Int By: A G

Form 12 (7/24)

Prepared By: ALROWS, LLC
961 Old 6th Avenue Road
Altoona, PA 16601

Return To: Sue Straka
Babst Calland
Two Gateway Tower, 6th Floor
603 Stanwix Street
Pittsburgh, PA 15241

Site Location: Portion of Block & Lots 7-P-46 & 7-P-48; 1756 W. Carson Street, Pittsburgh, PA 15219

Clean Water Plan Project	
Program	Regional Tunnel
Purpose	Partial Acquisition
Municipality	City of Pittsburgh - 19th Ward
Parcel ID Number	7-P-46 & 7-P-48
Property Owner/Grantor	Celeste Rose Parrendo, unmarried, and David Anthony Parrendo, unmarried, as joint tenants with the right of survivorship

alcosan

EASEMENT

THIS EASEMENT (this "Easement"), made this 30 day of April, 2025 (the "Settlement Date"), by and between Celeste Rose Parrendo, unmarried, and David Anthony Parrendo, unmarried, as joint tenants with the right of survivorship (whether one or more, "Grantor"), and the Allegheny County Sanitary Authority, a Pennsylvania municipal authority ("Grantee") (each a "Party," and together, the "Parties").

WITNESSETH:

WHEREAS, Grantee is authorized and empowered by Subsections (d)(4), (5) and (15) of Section 5607 of the Municipality Authorities Act of June 19, 2001, P.L. 287, No. 22, 53 Pa.C.S. §§ 5601-5622, to hold or acquire by lease, purchase or condemnation any lands, rights, easements, franchises and other property, whether real, personal or mixed, deemed necessary or desirable for carrying out its purposes, including, without limitation, to construct, improve, maintain, repair and operate projects; and

WHEREAS, in connection with Grantee's development of the Clean Water Plan Project (the "Project"), Grantee requires an easement or easements in the area(s) shown on the plan attached as **Exhibit A** hereto for the purposes specified therein (as applicable, the "Easement(s)," and the area(s) encompassed therein, the "Easement Area(s)"), over those certain parcel(s) of real property situated in Allegheny County, Pennsylvania, described in **Exhibit A** hereto (the "Property"), which Property belongs to Grantor, being all or a portion of the same property conveyed or devised to Grantor by deed of David Anthony Parrendo and Celeste Rose Parrendo, Co-Trustees of the Nicholas J. Parrendo Revocable Trust u/d February 23, 2006, dated March 17, 2022 and recorded in Instrument No. 2022-10024, and in lieu of condemnation thereof, Grantor desires to grant the Easement(s) to Grantee.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the sufficiency of which Grantor acknowledges, Grantor hereby grants, bargains, sells and conveys the Easement(s) to Grantee and its successors and assigns forever.

If applicable given the nature and depth of the Easement(s), Grantee shall have the right to remove any buildings, structures and other obstacles located in the Easement Area(s) that unreasonably interfere with its use and enjoyment of the Easement(s).

Grantee shall have the right to cut back or otherwise manage (through such means as Grantee may deem warranted) such foliage in the Easement Area(s) as may interfere with Grantee's use and enjoyment of the Easement(s).

Following Grantee's completion of any construction activities in the Easement Area(s), Grantee shall reasonably restore the affected portions of the Easement Area(s) to either (at Grantee's election) substantially its previous condition or a condition substantially commensurate with that of the balance of the Property.

Grantee shall obtain all necessary federal, state and local permits, licenses and other authorizations required for its activities and operations in the Easement Area(s) hereunder, and Grantee shall comply with all federal, state and local laws applicable to its activities and operations in the Easement Area(s) hereunder.

Grantee shall be solely responsible for, and shall pay on a timely basis when due, all costs and expenses associated with its activities in the Easement Area(s) hereunder.

Grantor, for itself, its successors and assigns, hereby covenants and agrees that it will WARRANT GENERALLY the Property hereunder.

Grantor hereby remises, releases, quitclaims and forever discharges Grantee and its agents and representatives of and from all suits, damages, claims and demands which Grantor might otherwise have been entitled to assert under the provisions of the Eminent Domain Code, 26 Pa.C.S. § 101 et seq., for or on account of the grant of the Easement(s) hereunder and any injury to or destruction of the Easement Area(s) through or by reason of the Project, except damages, if any, under Section 710 (Limited Reimbursement of Appraisal, Attorney and Engineering Fees) and Section 711 (Payment on Account of Increased Mortgage Costs) of the Eminent Domain Code; provided, however, that (a) if relocation of a residence or business or farm operation is involved, this release shall likewise not apply to damages, if any, under Section 902 (Moving Expenses) and/or Section 903 and/or 904 (Replacement Housing) of the Eminent Domain Code, and (b) the foregoing release shall not be deemed to constitute a waiver of Grantor's right to restoration of the Easement Area(s) following construction as provided herein.

This Easement may only be amended by an instrument in writing signed by both Parties. Except as expressly provided in this Easement, no waiver by any Party of any provision of or right under this Easement shall be binding unless executed in writing by the Party making the waiver. No waiver of any provision of or right under this Easement shall constitute a waiver of any other provision of or right hereunder, nor shall any waiver be a continuing waiver.

This Easement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law provisions.

This Easement (including the prefatory clauses hereof and the exhibits hereto, all of which are fully incorporated herein) constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof, shall be binding upon and inure to the benefit of each Party and its heirs, executors, administrators, successors and assigns, and shall constitute a covenant running with the land of the Property.

This Easement may be executed in any number of counterparts, and by each of the Parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all of which together shall constitute one and the same instrument.

Form 12 (7/24)

IN WITNESS WHEREOF, Grantor and Grantee have executed or caused to be executed this Easement, each intending to be legally bound hereby, effective on the Settlement Date (irrespective of whether executed by any Party before, on or after the Settlement Date).

INDIVIDUALS
OWNER:

Celeste Rose Parrendo
Celeste Rose Parrendo

David Anthony Parrendo
David Anthony Parrendo

_____

ENTITIES*
OWNER:

_____

BY: _____
Name:
Title:

INDIVIDUAL	**ENTITY**
STATE OF Pennsylvania COUNTY OF Allegheny On this 30 day of April, 2025, before me, the undersigned officer, personally appeared Celeste Rose & David Anthony Parrendo known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that they executed such instrument for the purposes contained therein. In witness whereof, I hereto set my hand and official seal on the day and year set forth above. _____ [*Signature*] Notary Public [*Seal*] COMMONWEALTH OF PENNSYLVANIA - NOTARY SEAL Allen L Thompson, Notary Public Blair County My Commission Expires 8/2/2028 Commission # 1166295	STATE OF _____ COUNTY OF _____ On this _____ day of _____, 20___, before me, the undersigned officer, personally appeared _____, who acknowledged him/herself to be the [*title*] of [*name of entity*], and that as such officer/in such capacity, being authorized to do so, executed such instrument, by signing on behalf thereof as such officer/in such capacity, for the purposes contained therein. In witness whereof, I hereto set my hand and official seal on the day and year set forth above. _____ [*Signature*] Notary Public [*Seal*]

Doc-16373

Form 12 (7/24)

ALLEGHENY COUNTY SANITARY AUTHORITY

BY: Arletta Scott Williams
Name: Arletta Scott Williams
Title: Executive Director

STATE OF Pennsylvania
COUNTY OF Allegheny

On this 9th day of June, 2025 before me, the undersigned officer, personally appeared ~~~, who acknowledged him/herself to be the [*title*] of the Allegheny County Sanitary Authority, and that as such officer, being authorized to do so, ~~executed~~ such instrument, by signing on behalf of such Authority as such officer, for the purposes contained therein. Executive Director

Arletta Scott Williams

In witness whereof, I hereto set my hand and official seal on the day and year set forth above.

Mira D Praytor [*Signature*]
Notary Public

[*Seal*]

COMMONWEALTH OF PENNSYLVANIA - NOTARY SEAL
Mira D Praytor, Notary Public
Allegheny County
My Commission Expires 5/3/2028
Commission # 1443933

Certificate of Residence

I do hereby certify that the **TAX BILL MAILING ADDRESS** of the within named Grantee is: Allegheny County Sanitary Authority 3300 Preble Avenue Pittsburgh, PA 15233	I do hereby certify that the **OWNER ADDRESS** of the within named Grantee is: Allegheny County Sanitary Authority 3300 Preble Avenue Pittsburgh, PA 15233

Witness my hand this 9th day of June, 2025

Arletta Scott Williams
Agent for Allegheny County Sanitary Authority

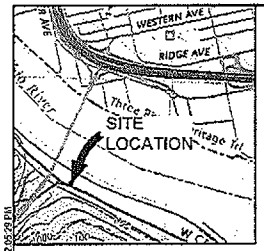
Form 12 (7/24)

EXHIBIT A
TO EASEMENT

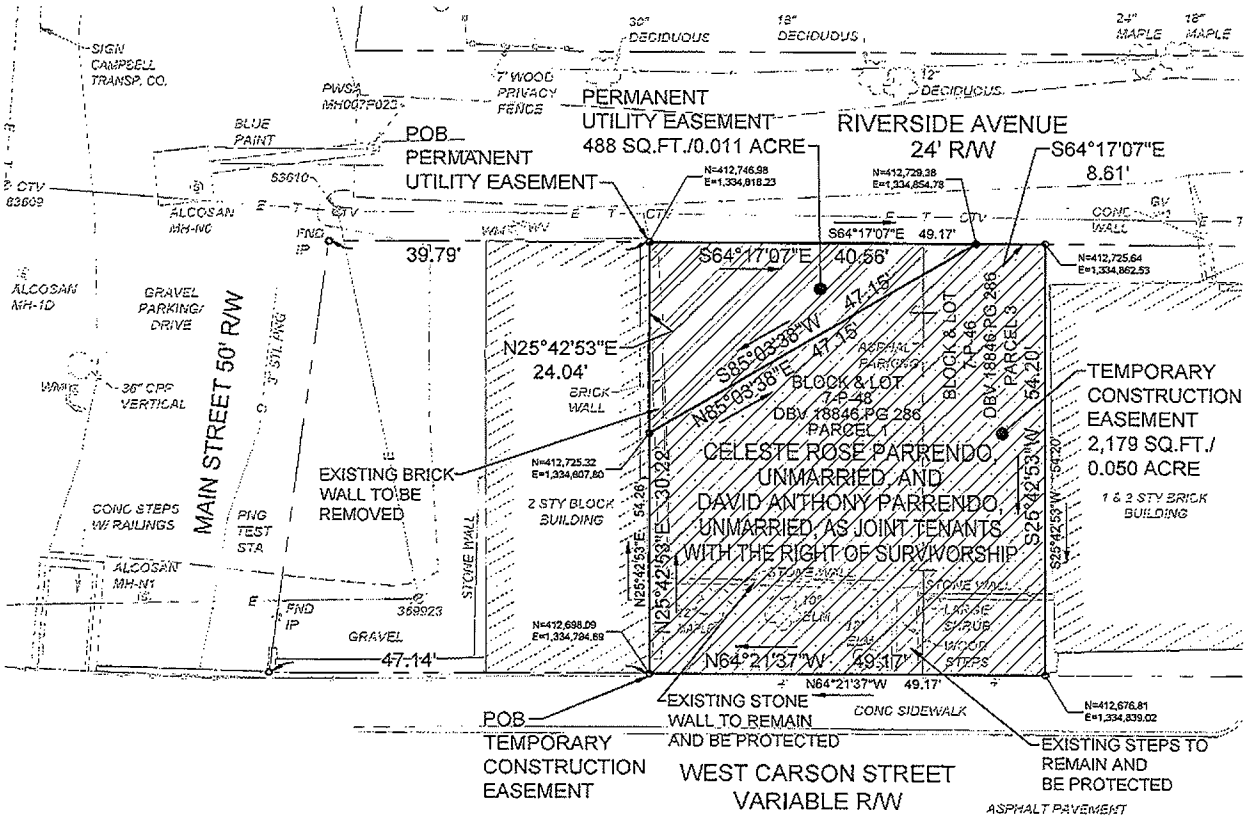
DESCRIPTION/DEPICTION OF PROPERTY, EASEMENT(S) AND EASEMENT AREA(S)

[See Attachment.]

Doc-16373



VICINITY MAP
SCALE: 1"=2000'



GENERAL NOTES

1.) Private property lines are plotted from the current deed of record, recorded subdivision or lot plans, existing topographical features and limited field data. Private property lines were not surveyed by the professional land surveyor responsible for the project.

2.) Bearings and distances shown on this plan are derived from GPS observations on the Pennsylvania State Plane Coordinate System, South Zone, NAD 1983.

3.) The property is subject to all prior conveyances, easement, reservations and conditions recited in all prior conveyances.

4.) Topographic features are indicated in accordance with a survey performed in October, 2022 by Monaloh Basin Engineers, Inc. and are based on the North American Vertical Datum of 1988, NAVD 88.

5.) Permanent utility easement or easements in the area(s) shown on the plan are hereto for construction in accordance with the contract documents, reconstruction, installation, access to and perpetual maintenance (including future modifications or replacement) of utility facilities.

6.) Temporary construction easement or easements in the area(s) shown on the plan are hereto for work and operations necessary or convenient for ALCOSAN's planning, implementation, execution, construction in accordance with the contract documents, installation, and completion of the Project.

LEGEND

- Permanent Utility Easement Area
- Temporary Construction Easement Area

15' 0' 15'
SCALE: 1" = 15'

Surveyed by:	REVISION			
MBE	REV No.	DATE	DESCRIPTION	APPV
Drawn by:				
BPP				
Checked by:				
BMT				

I, Brody M. Turino, a licensed Professional Land Surveyor in the Commonwealth of Pennsylvania, hereby certify, to the best of my knowledge, information and belief, that this plan is correct and has been surveyed and prepared by me or under my direct supervision.

Brody M. Turino, PLS #SU075462 — 08/07/2024 Date

mbe monaloh basin engineers
Campbells Run Business Center
300 Business Center Drive, Suite 364
Pittsburgh, PA 15205
Office: 412-788-2433 Fax: 412-788-2385
www.mbe-eng.com

COMMONWEALTH OF PENNSYLVANIA — BRODY M. TURINO — REGISTERED PROFESSIONAL LAND SURVEYOR

alcosan
ARLETTA SCOTT WILLIAMS
EXECUTIVE DIRECTOR, ALCOSAN
3300 PREBLE AVE.
PITTSBURGH, PENNSYLVANIA
PITTSBURGH, PA 15233
(412) 766-4610
www.alcosan.org

ALLEGHENY COUNTY SANITARY AUTHORITY
19TH WARD, CITY OF PITTSBURGH
COUNTY OF ALLEGHENY, PENNSYLVANIA
CELESTE ROSE PARRENDO, UNMARRIED, AND DAVID ANTHONY PARRENDO, UNMARRIED, AS JOINT TENANTS WITH THE RIGHT OF SURVIVORSHIP
BLOCK & LOT 7-P-46 & 7-P-48
PERMANENT UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

Contract:	S485
CAD File name:	S485-01 - 7-P-46 - 7-P-48 Easement Exhibit.dwg
Date:	08/07/2024
Sheet:	1 OF 1

FILE NAME: U:\S485\S485-01 - ORT Hall Road\Civil\05 Road-ROW\Cad Files\Production Plans\Property Exhibits\Surface Easement Exhibit - 7-P-46 - 7-P-48 Easement - LAST SAVED BY: BPITCHER - PLOT DATE: 8/7/2024 12:05:48 PM

Doc-16373

pennsylvania DEPARTMENT OF REVENUE (EX) MOD 06-19 (FI)

REV-183

BUREAU OF INDIVIDUAL TAXES
PO BOX 280603
HARRISBURG, PA 17128-0603

18300197105

REALTY TRANSFER TAX STATEMENT OF VALUE

COMPLETE EACH SECTION

RECORDER'S USE ONLY

State Tax Paid:

Book: | Page:

Instrument Number:

Date Recorded:

SECTION I TRANSFER DATA

Date of Acceptance of Document: 04/30/2025

Grantor(s)/Lessor(s)	Telephone Number	Grantee(s)/Lessee(s)	Telephone Number
Celeste Rose Parrendo, unmarried, and David Anthony Parrendo, unmarried		ALCOSAN	

Mailing Address	City	State	ZIP Code
1756 W. Carson Street	Pittsburgh	PA	15219

Mailing Address	City	State	ZIP Code
3300 Preble Ave.	Pittsburgh	PA	15233

SECTION II REAL ESTATE LOCATION

Street Address	City, Township, Borough
1756 W. Carson St.	City of Pittsburgh - 19th Ward

County	School District	Tax Parcel Number
Allegheny	Pittsburgh Public Schools	0007-P-00046-0000-00 & 0007-P-00048-0000-00

SECTION III VALUATION DATA

Was transaction part of an assignment or relocation? ○ YES ● NO

1. Actual Cash Consideration	2. Other Consideration	3. Total Consideration
1.00	+ 0.00	= 1.00

4. County Assessed Value	5. Common Level Ratio Factor	6. Computed Value
8,100.00	x 1.9	= 15,390.00

SECTION IV EXEMPTION DATA - Refer to instructions for exemption status.

1a. Amount of Exemption Claimed	1b. Percentage of Grantor's Interest in Real Estate	1c. Percentage of Grantor's Interest Conveyed
$ 15,390.00	100 %	100 %

2. Fill in the Appropriate Oval Below for Exemption Claimed.

- ○ Will or intestate succession. _____ (Name of Decedent) (Estate File Number)
- ○ Transfer to a trust. (Attach complete copy of trust agreement and all amendments.)
- ○ Transfer from a trust. (Attach complete copy of trust agreement and all amendments.)
- ○ Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- ○ Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- ○ Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- ○ Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- ○ Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- ● Other (Provide a detailed explanation of exemption claimed. If more space is needed attach additional sheets.)

easement

SECTION V CORRESPONDENT INFORMATION - All inquiries may be directed to the following person:

Name	Telephone Number
Erika Bianco	(717) 550-1182

Mailing Address	City	State	ZIP Code
5001 Baum Blvd., #419	Pittsburgh	PA	15213

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party: Erika Bianco — Date: 06/24/2025

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.

18300197105

18300197105

Doc-16372

Allegheny County
Jessica Garofolo
Division of Real Estate
Pittsburgh, PA 15219

ORT ADDENDUM 3
Section 01 14 19
Attachment 1.7
(9 Pages)

*** Electronically Filed Document ***

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

Department of Real Estate Stamp

NOTE-

NOT A DEED OF TRANSFER

Document Number: 2025-16372
Recorded As: ERX-DEED AGREEMENT
Recorded On: June 26, 2025
Recorded At: 03:40:24 pm
Number of Pages: 9
Book-Vl/Pg: Bk-DE Vl-20086 Pg-584
Recording Fee: $181.75
Parties:
PARRENDO CELESTE ROSE
ALLEGHENY COUNTY SANITARY AUTH
Receipt Number: 4482552
Processed By: Laura Snyder

I hereby certify that the within and foregoing was recorded in the Division of Real Estate's Office in Allegheny County, PA

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

Jessica Garofolo, Director
Sara Innamorato, County Executive

628673

DRE Certified
26-Jun-2025 03:15P\Int By: A G

Form 27 (7/24)

Prepared By: ALROWS, LLC
961 Old 6th Avenue Rd.
Altoona, PA 16601

Return To: Sue Straka
Babst Calland
Two Gateway Tower, 6th Floor
603 Stanwix Street
Pittsburgh, PA 15241

Site Location: Portion of Block & Lots 7-P-46 & 7-P-48; 1756 W. Carson St., Pittsburgh, PA 15219

Clean Water Plan Project	
Program	Regional Tunnel
Purpose	Temporary Construction Easement
Municipality	City of Pittsburgh - 19th Ward
Parcel ID Number	7-P-46 & 7-P-48
Property Owner	Celeste Rose Parrendo, unmarried, and David Anthony Parrendo, unmarried, as joint tenants with the right of survivorship

alcosan

TEMPORARY EASEMENT AGREEMENT FOR CONSTRUCTION

THIS TEMPORARY EASEMENT AGREEMENT FOR CONSTRUCTION (this "Agreement"), made this 30th day of April, 2025, by and between Celeste Rose Parrendo, unmarried, and David Anthony Parrendo, unmarried, as joint tenants with the right of survivorship (whether one or more, "Property Owner"), and the Allegheny County Sanitary Authority, a Pennsylvania municipal authority ("ALCOSAN") (each a "Party," and together, the "Parties").

WITNESSETH:

WHEREAS, ALCOSAN is authorized and empowered by Subsections (d)(4), (5) and (15) of Section 5607 of the Municipality Authorities Act of June 19, 2001, P.L. 287, No. 22, 53 Pa.C.S. §§ 5601-5622, to hold or acquire by lease, purchase or condemnation any lands, rights, easements, franchises and other property, whether real, personal or mixed, deemed necessary or desirable for carrying out its purposes, including, without limitation, to construct, improve, maintain, repair and operate projects; and

WHEREAS, in connection with ALCOSAN's Clean Water Plan Project impacting various other properties (the "Project"), ALCOSAN requires a temporary construction easement or easements in the area(s) shown on the plan attached as **Exhibit A** hereto for work and operations necessary or convenient for ALCOSAN's planning, implementation, execution, construction, installation and completion of the Project (as applicable, the "Easement(s)," and the area(s) encompassed therein, the "Easement Area(s)"), over those certain parcel(s) of real property situated in Allegheny County, Pennsylvania, described in **Exhibit A** hereto (the "Property"), which Property belongs to Property Owner, being all or a portion of the same property conveyed or devised to Property Owner by deed of David Anthony Parrendo and Celeste

Rose Parrendo, Co-Trustees of the Nicholas J. Parrendo Revocable Trust u/d February 23, 2006, dated March 17, 2022 and recorded in Instrument No. 2022-10024, and in lieu of condemnation thereof, Property Owner desires to grant the Easement(s) to ALCOSAN.

NOW, THEREFORE, in consideration of the sum of Fourteen Thousand Five Hundred Seventy Five and 00/100 Dollars ($14,575.00) and other good and valuable consideration, the sufficiency of which Property Owner hereby acknowledges, Property Owner hereby grants, bargains, sells and conveys to ALCOSAN and its successors and assigns, for the term of this Agreement, the Easement(s), including, without limitation, the following rights and privileges: (a) to use the Easement Area(s) for any work and operations necessary or convenient for ALCOSAN's planning, implementation, execution, construction, installation and completion of the Project; (b) to remove any buildings, structures and other obstacles located on the Easement Area(s) that unreasonably interfere with the foregoing activities; (c) to park and place in the Easement Area(s) any vehicles, temporary structures, equipment, materials and supplies for the Project; and (d) access to and ingress, egress and regress from, over, upon and within the Easement Area(s) for all of the foregoing purposes.

ALCOSAN shall not enter or occupy the Easement Area(s) until the monetary sum set forth above is paid to Property Owner.

Property Owner shall not damage, tamper or interfere with any vehicles, temporary structures, equipment, materials, supplies or other property of ALCOSAN in the Easement Area(s), or interfere with ALCOSAN in its use and enjoyment of the Easement Area(s) for the purposes provided for herein.

Upon completion of its use of the Easement Area(s), ALCOSAN shall restore the Easement Area(s) to either (at ALCOSAN's election) substantially its previous condition or a condition substantially commensurate with that of the balance of the Property.

ALCOSAN shall obtain all necessary federal, state and local permits, licenses and other authorizations required for its activities and operations in the Easement Area(s) hereunder, and ALCOSAN shall comply with all federal, state and local laws applicable to its activities and operations in the Easement Area(s) hereunder.

ALCOSAN shall be solely responsible for, and shall pay on a timely basis when due, all costs and expenses associated with its activities in the Easement Area(s) hereunder.

Property Owner, for itself, its successors and assigns, hereby covenants and agrees that it will warrant generally the Property hereunder.

Property Owner hereby remises, releases, quitclaims and forever discharges ALCOSAN of and from all suits, damages, claims and demands which Property Owner might otherwise have been entitled to assert under the provisions of the Eminent Domain Code, 26 Pa.C.S. § 101 et seq., for or on account of the grant of the Easement(s) hereunder and any injury to or destruction of the Easement Area(s) through or by reason of ALCOSAN's use of the Easement Area(s) hereunder, except damages, if any, under Section 710 (Limited Reimbursement of Appraisal, Attorney and Engineering Fees) and Section 711 (Payment on Account of Increased Mortgage Costs) of the Eminent Domain Code; provided, however, that (a) if relocation of a residence or business or farm operation is involved, this release shall likewise not apply to damages, if any, under Section 902 (Moving Expenses) and/or Section 903 and/or 904 (Replacement Housing) of the Eminent Domain Code, and (b) the foregoing release shall not be deemed to constitute a waiver of Property Owner's right to restoration of the Easement Area(s) following ALCOSAN's use thereof as provided herein.

This Agreement shall expire automatically on the date that is Five (5) years after ALCOSAN commences construction within the Easement Area, but in the event that the Project is completed or ALCOSAN determines that it no longer requires the Easement(s) prior to the foregoing date, ALCOSAN shall reasonably promptly deliver to Property Owner a written release of this Agreement, and in any case, if ALCOSAN records this Agreement in the public property records, then reasonably promptly following the expiration or release of this Agreement, ALCOSAN shall record a written release of this Agreement to terminate it of record.

This Agreement may only be amended by an instrument in writing signed by both Parties. Except as expressly provided in this Agreement, no waiver by any Party of any provision of or right under this Agreement shall be binding unless executed in writing by the Party making the waiver. No waiver of any provision of or right under this Agreement shall constitute a waiver of any other provision of or right hereunder, nor shall any waiver be a continuing waiver.

This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law provisions.

This Agreement (including the prefatory clauses hereof and the exhibits hereto, all of which are fully incorporated herein) constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof, shall be binding upon and inure to the benefit of each Party and its heirs, executors, administrators, successors and assigns, and shall constitute a covenant running with the land of the Property.

This Agreement may be executed in any number of counterparts, and by each of the Parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally blank.]

Form 27 (7/24)

IN WITNESS WHEREOF, Property Owner and ALCOSAN have executed or caused to be executed this Agreement, each intending to be legally bound hereby, effective on the Settlement Date (irrespective of whether executed by any Party before, on or after the Settlement Date).

INDIVIDUALS
OWNER:

Celeste Rose Parrendo
Celeste Rose Parrendo

David Anthony Parrendo
David Anthony Parrendo

_____

_____

ENTITIES*
OWNER:

_____
(Name of Entity)

BY: _____
Name:
Title:

INDIVIDUAL

STATE OF Pennsylvania
COUNTY OF Allegheny

On this 30 day of April, 2025, before me, the undersigned officer, personally appeared Celeste Rose and David Anthony Parrendo known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that they executed such instrument for the purposes contained therein.

In witness whereof, I hereto set my hand and official seal on the day and year set forth above.

[*Signature*]
Notary Public

[*Seal*]

COMMONWEALTH OF PENNSYLVANIA - NOTARY SEAL
Allen L Thompson, Notary Public
Blair County
My Commission Expires 8/2/2028
Commission # 1166295

ENTITY

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 20___, before me, the undersigned officer, personally appeared _____, who acknowledged him/herself to be the [*title*] of [*name of entity*], and that as such officer/in such capacity, being authorized to do so, executed such instrument, by signing on behalf thereof as such officer/in such capacity, for the purposes contained therein.

In witness whereof, I hereto set my hand and official seal on the day and year set forth above.

_____ [*Signature*]
Notary Public

[*Seal*]

Doc-16372

Form 27 (7/24)

ALLEGHENY COUNTY SANITARY AUTHORITY

BY: Arletta Scott Williams
Name: Arletta Scott Williams
Title: Executive Director

STATE OF Pennsylvania
COUNTY OF Allegheny

On this 9th day of June, 2025, before me, the undersigned officer, personally appeared , who acknowledged him/herself to be the [*title*] of the Allegheny County Sanitary Authority, and that as such officer, being authorized to do so, executed such instrument, by signing on behalf of such Authority as such officer, for the purposes contained therein. Executive Director

In witness whereof, I hereto set my hand and official seal on the day and year set forth above.

Arletta Scott Williams

Mira D. Praytor [*Signature*]
Notary Public

[*Seal*]

COMMONWEALTH OF PENNSYLVANIA - NOTARY SEAL
Mira D Praytor, Notary Public
Allegheny County
My Commission Expires 5/3/2028
Commission # 1443933

Certificate of Residence

I do hereby certify that the **TAX BILL MAILING ADDRESS** of the within named Grantee is: Allegheny County Sanitary Authority 3300 Preble Avenue Pittsburgh, PA 15233	I do hereby certify that the **OWNER ADDRESS** of the within named Grantee is: Allegheny County Sanitary Authority 3300 Preble Avenue Pittsburgh, PA 15233

Witness my hand this 9th day of June, 2025

Arletta Scott Williams
Agent for Allegheny County Sanitary Authority

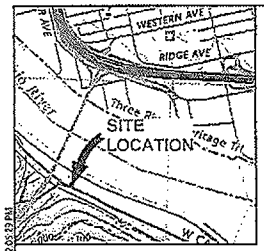
Form 27 (7/24)

EXHIBIT A
TO TEMPORARY EASEMENT AGREEMENT FOR CONSTRUCTION

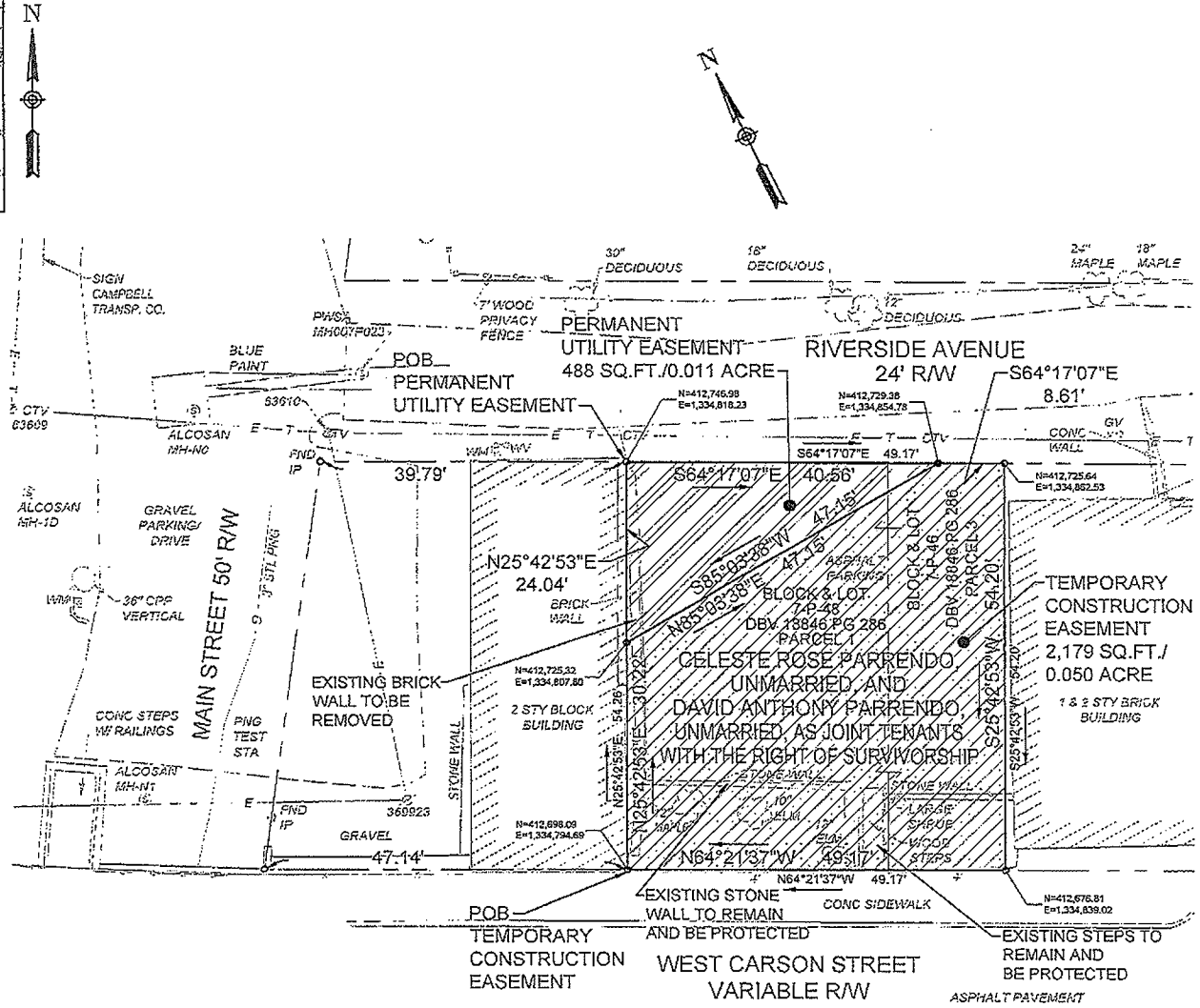
DESCRIPTION/DEPICTION OF PROPERTY, EASEMENT(S) AND EASEMENT AREA(S)

[See Attachment.]

Doc-16372



VICINITY MAP
SCALE: 1"=2000'



GENERAL NOTES

1.) Private property lines are plotted from the current deed of record, recorded subdivision or lot plans, existing topographical features and limited field data. Private property lines were not surveyed by the professional land surveyor responsible for the project.

2.) Bearings and distances shown on this plan are derived from GPS observations on the Pennsylvania State Plane Coordinate System, South Zone, NAD 1983.

3.) The property is subject to all prior conveyances, easement, reservations and conditions recited in all prior conveyances.

4.) Topographic features are indicated in accordance with a survey performed in October, 2022 by Monaloh Basin Engineers, Inc. and are based on the North American Vertical Datum of 1988, NAVD 88.

5.) Permanent utility easement or easements in the area(s) shown on the plan are hereto for construction in accordance with the contract documents, reconstruction, installation, access to and perpetual maintenance (including future modifications or replacement) of utility facilities.

6.) Temporary construction easement or easements in the area(s) shown on the plan are hereto for work and operations necessary or convenient for ALCOSAN's planning, implementation, execution, construction in accordance with the contract documents, installation, and completion of the Project.

LEGEND

- Permanent Utility Easement Area
- Temporary Construction Easement Area

15' 0' 15'
SCALE: 1" = 15'

Surveyed by: MBE	REVISION: REV No. / DATE / DESCRIPTION / APPV	I, Brody M. Tuma, a licensed Professional Land Surveyor in the Commonwealth of Pennsylvania, hereby certify, to the best of my knowledge, information and belief, that this plan is correct and has been surveyed and prepared by me or under my direct supervision. Brody M. Tuma, PLS 8SU075402 — 08/07/2024	mbe monaloh basin engineers; Campbells Run Business Center, 300 Business Center Drive, Suite 304, Pittsburgh, PA 15205; Office: 412-788-2433 Fax: 412-788-2295; www.mbe-eng.com
Drawn by: BPP			
Checked by: BMT			

ARLETTA SCOTT WILLIAMS
EXECUTIVE DIRECTOR, ALCOSAN
3300 PREBLE AVE.
PITTSBURGH, PENNSYLVANIA
PITTSBURGH, PA 15233
(412) 765-4610
www.alcosan.org

ALLEGHENY COUNTY SANITARY AUTHORITY
19TH WARD, CITY OF PITTSBURGH
COUNTY OF ALLEGHENY, PENNSYLVANIA

CELESTE ROSE PARRENDO, UNMARRIED, AND DAVID ANTHONY PARRENDO, UNMARRIED, AS JOINT TENANTS WITH THE RIGHT OF SURVIVORSHIP
BLOCK & LOT 7-P-48 & 7-P-46
PERMANENT UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

Contract: S485
CAD File name: 3364-01 - 7-P-46 - 7-P-48 Easement Exhibit.dwg
Date: 08/07/2024
Sheet: 1 OF 1

FILE NAME: I:\3364\3364-01 - DRT Hollis\Dwg\2406 Rich\OfficeStd\Exhibits\Celeste Parrendo Easement Exhibit - 3364-01 - 7-P-46 - 7-P-48 Easement.dwg LAST SAVED BY: BPITCHER PLOT DATE: 8/7/2024 12:05:33 PM

Doc-16372

pennsylvania DEPARTMENT OF REVENUE (EX) MOD 06-19 (FI)

REV-183

BUREAU OF INDIVIDUAL TAXES
PO BOX 280603
HARRISBURG, PA 17128-0603

1830019105

REALTY TRANSFER TAX STATEMENT OF VALUE

COMPLETE EACH SECTION

RECORDER'S USE ONLY
State Tax Paid:
Book: | Page:
Instrument Number:
Date Recorded:

SECTION I TRANSFER DATA

Date of Acceptance of Document: 04/30/2025

Grantor(s)/Lessor(s)	Telephone Number	Grantee(s)/Lessee(s)	Telephone Number
Celeste Rose Parrendo, unmarried, and David Anthony Parrendo, unmarried		ALCOSAN	
Mailing Address: 1756 W. Carson Street		Mailing Address: 3300 Preble Ave.	
City: Pittsburgh / State: PA / ZIP Code: 15219		City: Pittsburgh / State: PA / ZIP Code: 15233	

SECTION II REAL ESTATE LOCATION

Street Address	City, Township, Borough
1756 W. Carson St.	City of Pittsburgh - 19th Ward

County	School District	Tax Parcel Number
Allegheny	Pittsburgh Public Schools	0007-P-00046-0000-00 & 0007-P-00048-0000-00

SECTION III VALUATION DATA

Was transaction part of an assignment or relocation? ○ YES ● NO

1. Actual Cash Consideration	2. Other Consideration	3. Total Consideration
14,575.00	+ 0.00	= 14,575.00
4. County Assessed Value	**5. Common Level Ratio Factor**	**6. Computed Value**
8,100.00	x 1.9	= 15,390.00

SECTION IV EXEMPTION DATA - Refer to instructions for exemption status.

1a. Amount of Exemption Claimed	1b. Percentage of Grantor's Interest in Real Estate	1c. Percentage of Grantor's Interest Conveyed
$ 15,390.00	100 %	100 %

2. Fill in the Appropriate Oval Below for Exemption Claimed.

○ Will or intestate succession. _____ (Name of Decedent) _____ (Estate File Number)
○ Transfer to a trust. (Attach complete copy of trust agreement and all amendments.)
○ Transfer from a trust. (Attach complete copy of trust agreement and all amendments.)
○ Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
○ Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
○ Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
○ Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
○ Statutory corporate consolidation, merger or division. (Attach copy of articles.)
● Other (Provide a detailed explanation of exemption claimed. If more space is needed attach additional sheets.)

temporary easement

SECTION V CORRESPONDENT INFORMATION - All inquiries may be directed to the following person:

Name	Telephone Number
Erika Bianco	(717) 550-1182

Mailing Address	City	State	ZIP Code
5001 Baum Blvd., #419	Pittsburgh	PA	15213

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party: Erika Bianco — Date: 06/24/2025

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.

1830019105 1830019105

Addendum No. 3

Attachment B

APPENDIX A – TECHNICAL SPECIFICATIONS
SECTION 01 32 13, ATTACHMENT 2

Recorded Permanent Subterranean Easements

Babst | Calland
Attorneys at Law

ORT ADDENDUM 3
Section 01 32 13
Attachment 2.1
(53 Pages)

Anna R. Hosack
Attorney at Law
T 412.394.5406
ahosack@babstcalland.com

April 17, 2025

VIA U.S. REGISTERED MAIL

Duquesne Light Company
ATTN: Legal Department
1800 Seymour Street
Pittsburgh, PA 15233

RE: NOTICE TO CONDEMNEE
Property Condemnation by the Allegheny County Sanitary Authority
Block and Lot Nos. 44-G-250, 44-G-251, 44-L-115, 44-L-125, 44-L-150, and 21-D-104
GD-25-003556

Dear Duquesne Light Company:

In accordance with Section 305 of the Eminent Domain Code, 26 Pa. C.S. § 305, you are hereby **NOTIFIED** that a **DECLARATION OF TAKING**, a copy of which is enclosed, was filed on April 1, 2025 by the Allegheny County Sanitary Authority ("ALCOSAN") in the Court of Common Pleas of Allegheny County, Pennsylvania at GD-25-003556.

ALCOSAN has condemned permanent subterranean easements on portions of six (6) parcels of real property you own situate in the City of Pittsburgh, Allegheny County, currently identified as Allegheny County Tax Parcel ID Nos. 44-G-250, 44-G-251, 44-L-115, 44-L-125, 44-L-150 (27th Ward) and 21-D-104 (21st Ward) (the "Subject Properties"). A plan showing the entirety of the Subject Properties, in a manner sufficient for its identification, and the portions of the Subject Properties permanently condemned (the "Condemnation Plan") is also enclosed and is attached to the Declaration of Taking as **Exhibit "A"**.

You are further **NOTIFIED** that if you wish to challenge the power or the right of ALCOSAN to condemn the permanent easements on the Subject Properties, the sufficiency of the security, the procedure followed by ALCOSAN, or the Declaration of Taking, you must file preliminary objections within thirty (30) days after having been served with this NOTICE.

Finally, enclosed please find a Memorandum of Recording Notice of Condemnation, which was filed with the Allegheny County Department of Court Records on April 17, 2025.

Babst | Calland
Attorneys at Law

Anna R. Hosack
Attorney at Law
T 412.394.5406
ahosack@babstcalland.com

Best regards,

Anna R. Hosack, Esquire
Attorney for ALCOSAN

ARH/dms
Enclosures

cc: *All Via U.S. Registered Mail Unless Otherwise Noted*
City of Pittsburgh, ATTN: City Solicitor, 414 Grant Street, Pittsburgh, PA 15219
Craig Laurenson, Keystone Acquisition Services Corporation (via e-mail, w/ enclosures)
Alyssa E. Golfieri, Esq. (via e-mail, w/o enclosures)

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION

IN RE: CONDEMNATION BY THE ALLEGHENY COUNTY SANITARY AUTHORITY OF PERMANENT SUBTERRANEAN EASEMENTS ON PORTIONS OF PARCELS OF PROPERTY LOCATED IN THE CITY OF PITTSBURGH, 27TH WARD, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, (BLOCK AND LOT NOS. 44-G-250, 44-G-251, 44-L-115, 44-L-125, AND 44-L-150) AND IN THE CITY OF PITTSBURGH, 21ST WARD, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, (BLOCK AND LOT NO. 21-D-104) FOR THE CLEAN WATER PLAN CONDEMNEES: DUQUESNE LIGHT COMPANY AND ANY OTHER PERSON FOUND TO HAVE AN INTEREST IN THE PROPERTY CONDEMNED	No. GD 25-6035556 IN REM EMINENT DOMAIN **DECLARATION OF TAKING** Filed on behalf of: ALLEGHENY COUNTY SANITARY AUTHORITY Counsel of Record for this Party: ALYSSA E. GOLFIERI, ESQUIRE Pa. I.D. # 314369 MICHAEL T. KORNS, ESQUIRE Pa. I.D. # 203742 ANNA R. HOSACK, ESQUIRE Pa. I.D. # 332057 BABST, CALLAND, CLEMENTS & ZOMNIR, P.C. Pa. Firm No. 812 Two Gateway Center 603 Stanwix Street, 6th Floor Pittsburgh, PA 15222 (412) 394-5400

CERTIFICATE OF LOCATION

I hereby certify that the location of the real estate affected by this Declaration of Taking is:

City of Pittsburgh, 27th Ward (Block and Lot Nos. 44-G-250, 44-G-251, 44-L-115, 44-L-125, and 44-L-150)

City of Pittsburgh, 21st Ward (Block and Lot No. 21-D-104)

Anna R. Hosack, Esquire
Attorney for Condemnor

DEPT. OF COURT RECORDS
CIVIL FAMILY DIVISION
ALLEGHENY COUNTY PA

2025 APR -1 PM 12:42

FILED

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION

IN RE: CONDEMNATION BY THE ALLEGHENY COUNTY SANITARY AUTHORITY OF PERMANENT SUBTERRANEAN EASEMENTS ON PORTIONS OF PARCELS OF PROPERTY LOCATED IN THE CITY OF PITTSBURGH, 27TH WARD, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, (BLOCK AND LOT NOS. 44-G-250, 44-G-251, 44-L-115, 44-L-125, AND 44-L-150) AND IN THE CITY OF PITTSBURGH, 21ST WARD, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, (BLOCK AND LOT NO. 21-D-104) FOR THE CLEAN WATER PLAN	:	GD-_____ IN REM EMINENT DOMAIN

CONDEMNEE(S): DUQUESNE LIGHT COMPANY AND ANY OTHER PERSON FOUND TO HAVE AN INTEREST IN THE PROPERTY CONDEMNED

DECLARATION OF TAKING

The Allegheny County Sanitary Authority ("ALCOSAN"), pursuant to Section 302 of the Eminent Domain Code, 26 Pa.C.S. § 302, respectfully declares the following:

1. The Condemnor is ALCOSAN, a municipal authority existing under the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. § 5601, *et seq.* (the "Act").

2. ALCOSAN's address is 3300 Preble Avenue, Pittsburgh, Allegheny County, Pennsylvania.

3. ALCOSAN was formed in 1946 to provide wastewater treatment service to abate the pollution of certain waters of the Commonwealth of Pennsylvania. ALCOSAN's service area now extends over 310 square miles and provides wastewater treatment to 83 municipalities, including the City of Pittsburgh.

4. ALCOSAN is authorized and empowered by the Act to exercise all powers necessary or convenient for the carrying out of its statutorily proscribed purposes, including without limitation the power of eminent domain. *See* 53 Pa.C.S. § 5607(d).

5. The properties subject to this Declaration of Taking are currently identified by the Allegheny County Department of Real Estates as Block and Lot Nos. 44-G-250, 44-G-251, 44-L-115, 44-L-125, and 44-L-150 situate in the 27th Ward of the City of Pittsburgh, Allegheny County and Block and Lot No. 21-D-104 situate in the 21st Ward of the City of Pittsburgh, Allegheny County (the "Subject Properties").

6. The nature of the proposed condemnation is a permanent taking of a portion of the Subject Properties in the form of subterranean easements (the "Condemnation"). A plan showing the portion of the Subject Properties being condemned, sufficient for its identification, (the "Condemnation Plan") is attached hereto as **Exhibit "A"** and made a part hereof. In accordance with Sections 302(b)(5) and 304 of the Eminent Domain Code, 26 Pa.C.S. §§ 302(b)(5) and 304, the Condemnation Plan will be filed with the Allegheny County Department of Court Records and recorded with the Allegheny County Department of Real Estate on the same day as this Declaration of Taking. A copy of the Condemnation Plan may also be examined at the law offices of Babst Calland Clements & Zomnir, P.C., Two Gateway Center, 603 Stanwix Street, Pittsburgh, PA 15222 during regular business hours.

7. ALCOSAN authorized the Condemnation and, among other things, the filing of this Declaration of Taking by Resolution 2025-03-02 on March 27, 2025. A true and correct copy of Resolution 2025-03-02 is attached hereto as **Exhibit "B"** and made a part hereof. A true and correct copy of Resolution 2025-03-02 may also be examined at ALCOSAN's principal office during regular business hours.

8. The purpose of the Condemnation is to permanently acquire the above-described real property interests for the construction and operation of sewer infrastructure needed to comply with the Modified Consent Decree that ALCOSAN entered with the U.S. Department of Justice, the U.S. Environmental Protection Agency, the Pennsylvania Department of Environmental Protection, and the Allegheny County Health Department. This sewer infrastructure construction project is known as the Clean Water Plan.

9. Pursuant to Section 303(a) of the Eminent Domain Code, 26 Pa.C.S. § 303(a), ALCOSAN files with this Declaration of Taking an open-end bond, without surety, (the "Bond"), through which just compensation is made or secured. A true and correct copy of the Bond is attached hereto as **Exhibit "C"** and made a part hereof.

Date: 4/1/25

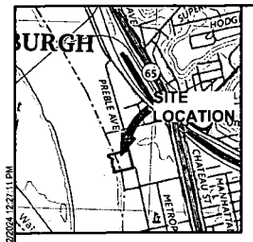
By: _____

Anna R. Hosack, Esquire
Babst, Calland, Clements & Zomnir, P.C.
Two Gateway Center, 6th Floor
Pittsburgh, PA 15222
(412) 394-5400
ahosack@babstcalland.com

Exhibit A
Declaration of Taking

CONDEMNATION PLAN

[See Attachment]



VICINITY MAP
SCALE: 1"=2000'

GENERAL NOTES

1.) The plan was prepared based on document research, current record deed plots, right-of-way maps (where applicable) and found right-of-way evidence. This plan is not a Plan of Survey nor has a field survey of the property boundaries been performed.

2.) The property is subject to all prior conveyances, easement, reservations and conditions recited in all prior conveyances.

3.) The U.S. Harbor Line is based on U.S. Army, Corps of Engineers Plan of Ohio River U.S. Harbor Lines, Abrogated 10-15-64, Approved by the Secretary of War on November 26,1941, and field located stations shown on the plan.

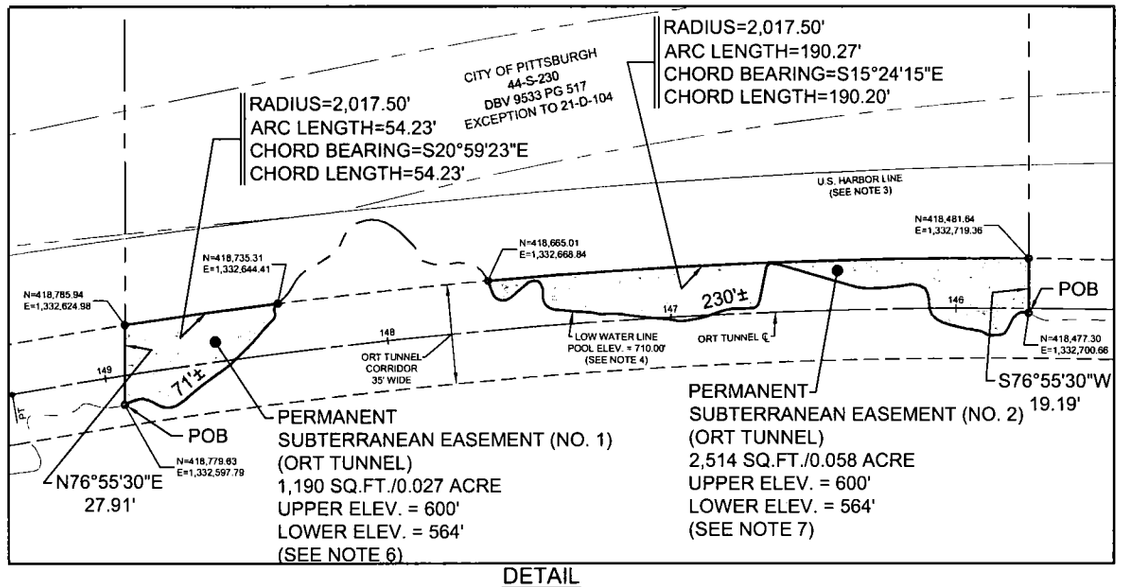
4.) The Low Water Line is based on U.S. Army, Corps of Engineers Plan of Ohio River U.S. Harbor Lines, Abrogated 10-15-64, Approved by the Secretary of War on November 26,1941, Pool Elevation of 710.00' and LiDAR information from Pennsylvania Spatial Data Access (PASDA), United States Geological Survey (USGS) dated 2020.

5.) Horizontal Datum is based on Pennsylvania State Plane Coordinate System, South Zone, NAD 1983 and Vertical Datum is based on North American Vertical Datum of 1988, NAVD 88.

6.) The permanent subterranean easement contains the volume bounded by the projection of the metes and bounds described hereon (1,190 s.f.), and upper plane elevation of 600' and a lower plane elevation of 564'.

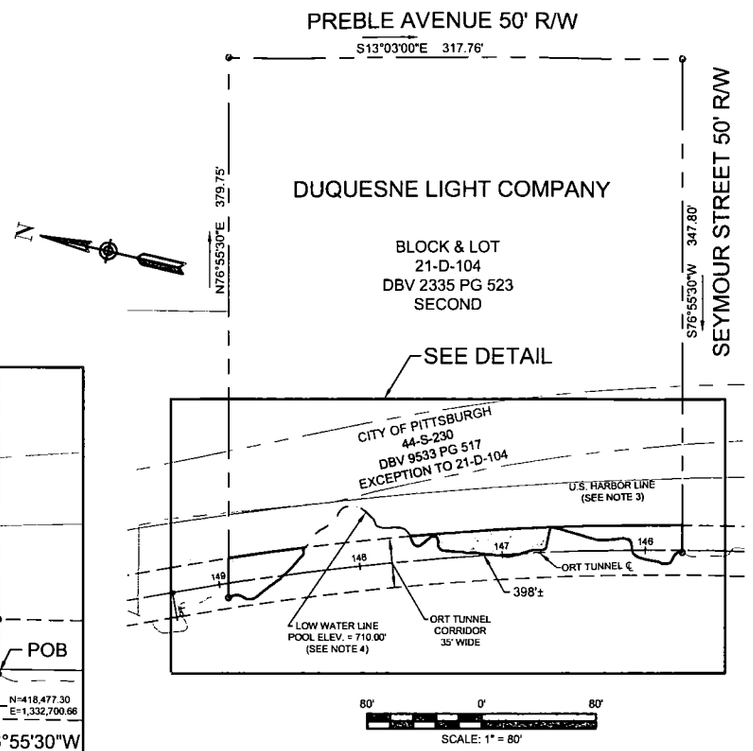
7.) The permanent subterranean easement contains the volume bounded by the projection of the metes and bounds described hereon (2,514 s.f.), and upper plane elevation of 600' and a lower plane elevation of 564'.

8.) Permanent subterranean easement or easements in the area(s) shown on the plan are hereto for work and operations necessary or convenient for ALCOSAN's planning, implementation, execution, construction, installation, and completion of the Project, across and the through the property.



DETAIL

40' 0' 40'
SCALE: 1" = 40'



FILE NAME:\\3364\3364-01 - ORT Mod MacDonald\06 Right-Of-Way\Cadd Files\Production Plans\Property Exhibits\Subsurface Easement Exhibits - 3364-01 - 21-D-104 Easement Exhibit.dwg LAST SAVED BY: BPITCHER PLOT DATE:4/12/2024 12:22:11 PM

Surveyed by:	REVISION			
MBE	REV No.	DATE	DESCRIPTION	APPV
Drawn by:				
BPP				
Checked by:				
BMT				

I, Brody M. Tunno, a licensed Professional Land Surveyor in the Commonwealth of Pennsylvania, hereby certify, to the best of my knowledge, information and belief, that this plan is correct and has been surveyed and prepared by me or under my direct supervision.

Brody M. Tunno, PLS #SU075482 — 04/12/2024 Date

mbe
monaloh basin engineers
Campbells Run Business Center
300 Business Center Drive, Suite 304
Pittsburgh, PA 15205
Office: 412-788-2433 Fax: 412-788-2295
www.mbe-eng.com

COMMONWEALTH OF PENNSYLVANIA — REGISTERED LAND SURVEYOR — BRODY M. TUNNO — No. SU-075482

alcosan — allegheny county sanitary authority

ARLETTA SCOTT WILLIAMS
EXECUTIVE DIRECTOR, ALCOSAN
3300 PREBLE AVE.
PITTSBURGH, PENNSYLVANIA
PITTSBURGH, PA 15233
(412) 766-4810
www.alcosan.org

ALLEGHENY COUNTY SANITARY AUTHORITY
21ST WARD, CITY OF PITTSBURGH
COUNTY OF ALLEGHENY, PENNSYLVANIA

DUQUESNE LIGHT COMPANY
BLOCK & LOT 21-D-104
PERMANENT SUBTERRANEAN EASEMENT EXHIBIT

Contract:	S485
CAD File name:	3364-01 - 21-D-104 Easement Exhibit.dwg
Date:	04/12/2024
Sheet:	1 OF 1

mbe
monaloh basin
engineers

Permanent Subterranean Easement
Parcel ID: 21-D-104

Permanent Subterranean Easement (No. 1) – ORT Tunnel

All that piece or parcel of land situate in the 21st Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, having boundaries comprised of two subterranean horizontal planes and three vertical planes so as to be a closed three dimensional shape, being more particularly described as follows:

The two horizontal planes, the first of which is at an elevation of 600 feet, and the second of which is at an elevation of 564 feet, both elevations as established by the North American Vertical Datum of 1988, each of which is bounded as follows:

Beginning at a point at the intersection of the northerly property line of Duquesne Light Company and the Low Water Line of the Ohio River (Pool Elevation 710.00').

Thence from said point of beginning along the northerly property line of Duquesne Light Company North 76°55'30" East a distance of 27.91' to a point at the intersection of the northerly property line of Duquesne Light Company and the easterly line of the Permanent Subterranean Easement;

Thence through the property of Duquesne Light Company along the easterly line of the Permanent Subterranean Easement by a curve to the right having a Radius of 2,017.50' and Arc Length of 54.23' and a Chord Bearing of South 20°59'23" East 54.23' to a point at the intersection of the easterly line of the Permanent Subterranean Easement and the Low Water Line of the Ohio River;

Thence along the Low Water Line of the Ohio River in a northwesterly direction by its various courses 71'± to a point, at the place of beginning.

Each said horizontal plane containing within its said bounds 1,190 Square Feet, or 0.027 Acre of area more or less.

The three vertical planes and lateral surfaces that connect the boundaries of the two horizontal planes described above as to fully enclose the three dimensional shape.

Being a part of the parcel of land that Equitable Real Estate Company by their deed dated December 31, 1927 and recorded in Deed Book Volume 2335, Page 523 conveyed to the Duquesne Light Company.

Permanent Subterranean Easement (No. 2) – ORT Tunnel

All that piece or parcel of land situate in the 21st Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, having boundaries comprised of two subterranean horizontal planes and three vertical planes so as to be a closed three dimensional shape, being more particularly described as follows:

mbe
monaloh basin
engineers

The two horizontal planes, the first of which is at an elevation of 600 feet, and the second of which is at an elevation of 564 feet, both elevations as established by the North American Vertical Datum of 1988, each of which is bounded as follows:

Beginning at a point at the intersection of the southerly property line of Duquesne Light Company and the Low Water Line of the Ohio River (Pool Elevation 710.00').

Thence from said point of beginning along the Low Water Line of the Ohio River in a northwesterly direction by its various courses 230'± to a point at the intersection of the Low Water Line of the Ohio River and the easterly line of the Permanent Subterranean Easement;

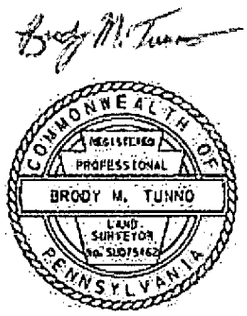
Thence through the property of Duquesne Light Company along the easterly line of the Permanent Subterranean Easement by a curve to the right having a Radius of 2,017.50' an Arc Length of 190.27' and a Chord Bearing of South 15°24'15" East 190.20' to a point at the intersection of the easterly line of the Permanent Subterranean Easement and the southerly property line of Duquesne Light Company;

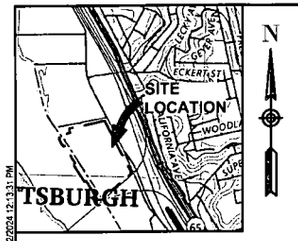
Thence along the southerly property line of Duquesne Light Company South 76°55'30" West a distance of 19.19' to a point, at the place of beginning,

Each said horizontal plane containing within its said bounds 2,514 Square Feet, or 0.058 Acre of area more or less.

The three vertical planes and lateral surfaces that connect the boundaries of the two horizontal planes described above as to fully enclose the three dimensional shape.

Being a part of the parcel of land that Equitable Real Estate Company by their deed dated December 31, 1927 and recorded in Deed Book Volume 2335, Page 523 conveyed to the Duquesne Light Company.





VICINITY MAP
SCALE: 1"=2000'

GENERAL NOTES

1.) The plan was prepared based on document research, current record deed plots, right-of-way maps (where applicable) and found right-of-way evidence. This plan is not a Plan of Survey nor has a field survey of the property boundaries been performed.

2.) The property is subject to all prior conveyances, easement, reservations and conditions recited in all prior conveyances.

3.) The U.S. Harbor Line is based on U.S. Army, Corps of Engineers Plan of Ohio River U.S. Harbor Lines, Abrogated 10-15-64, Approved by the Secretary of War on November 26,1941, and field located stations shown on the plan.

4.) The Low Water Line is based on U.S. Army, Corps of Engineers Plan of Ohio River U.S. Harbor Lines, Abrogated 10-15-64, Approved by the Secretary of War on November 26,1941, Pool Elevation of 710.00' and LiDAR information from Pennsylvania Spatial Data Access (PASDA), United States Geological Survey (USGS) dated 2020.

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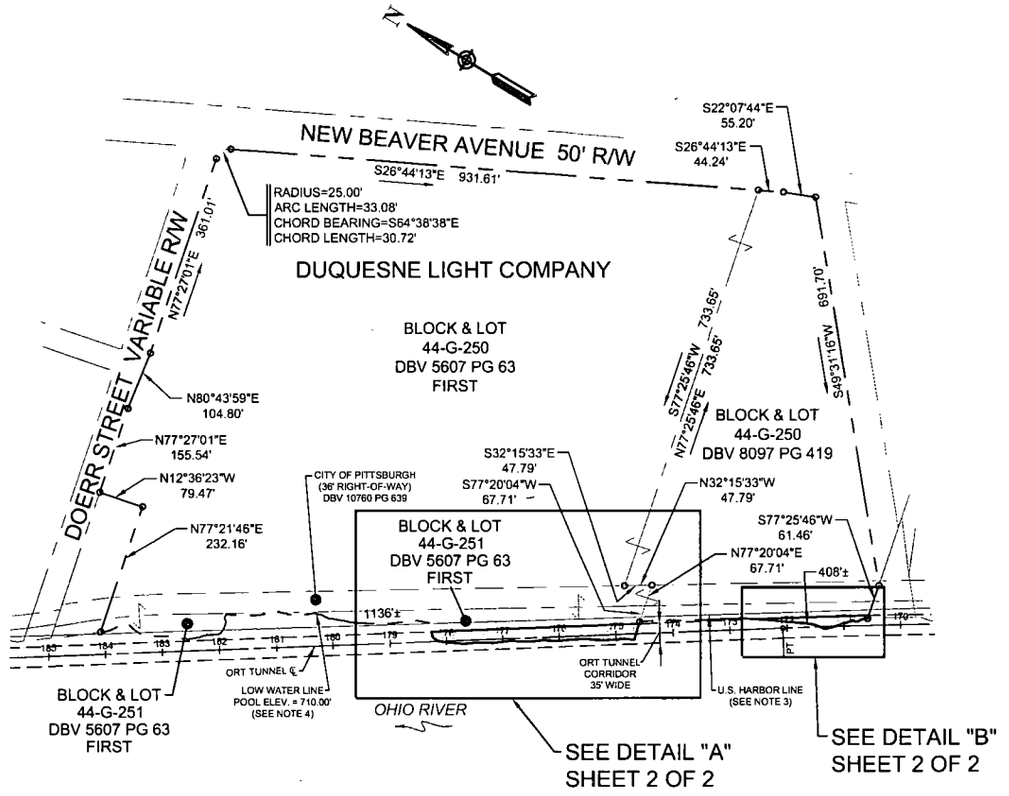
6.) Permanent subterranean easement or easements in the area(s) shown on the plan are hereto for work and operations necessary or convenient for ALCOSAN's planning, implementation, execution, construction, installation, and completion of the Project, across and the through the property.



Surveyed by: MBE	REVISION			
Drawn by: BPP	REV No.	DATE	DESCRIPTION	APPV
Checked by: BMT				

I, Brody M. Tunno, a licensed Professional Land Surveyor in the Commonwealth of Pennsylvania, hereby certify, to the best of my knowledge, information and belief, that this plan is correct and has been surveyed and prepared by me or under my direct supervision.

Brody M. Tunno, PLS RSU075462 — 04/12/2024 Date

mbe
monaloh basin engineers
Campbells Run Business Center
300 Business Center Drive, Suite 304
Pittsburgh, PA 15205
Office: 412-788-2433 Fax: 412-788-2295
www.mbe-eng.com

BRODY M. TUNNO — LICENSED PROFESSIONAL LAND SURVEYOR — COMMONWEALTH OF PENNSYLVANIA

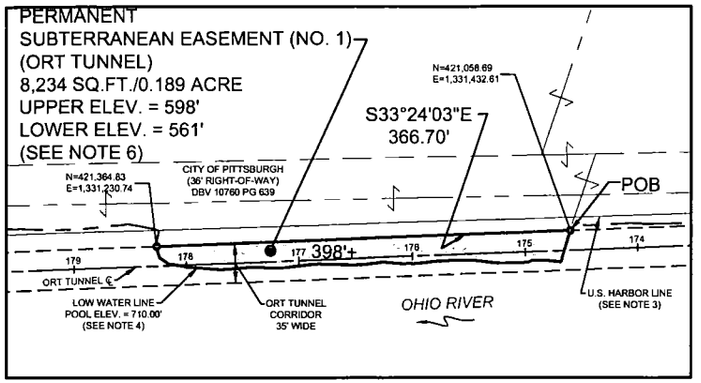
alcosan
Allegheny county sanitary authority
ARLETTA SCOTT WILLIAMS
EXECUTIVE DIRECTOR, ALCOSAN
3300 PREBLE AVE.
PITTSBURGH, PENNSYLVANIA
PITTSBURGH, PA 15233
(412) 766-4810
www.alcosan.org

ALLEGHENY COUNTY SANITARY AUTHORITY
27TH WARD, CITY OF PITTSBURGH
COUNTY OF ALLEGHENY, PENNSYLVANIA

DUQUESNE LIGHT COMPANY
BLOCK & LOT 44-G-250 & 44-G-251
PERMANENT SUBTERRANEAN EASEMENT EXHIBIT

Contract:	S485
CAD File name:	3364-01 - 44-G-251 Easement Exhibit.dwg
Date:	04/12/2024
Sheet:	1 OF 2

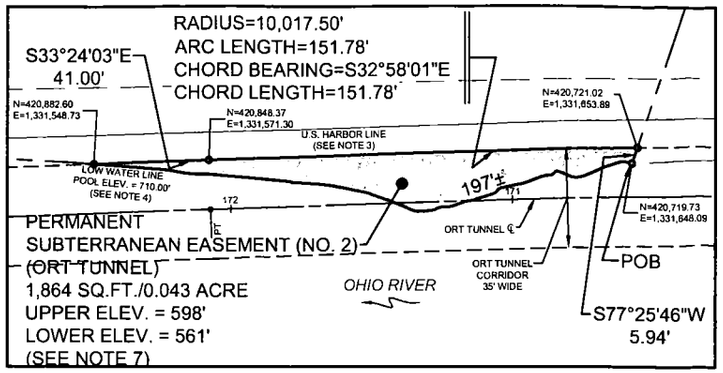
FILE NAME:I:\3364\3364-01 - ORT Mott MacDonald\06 Right-Of-Way\Cadd Files\Production Plans\Property Exhibits\Subsurface Easement Exhibits - 3364-01 - 44-G-251 Easement Exhibit LAST SAVED BY: BPITCHER PLOT DATE:4/12/2024 12:13:31 PM



DETAIL A

100' 0' 100'

SCALE: 1" = 100'



DETAIL B

40' 0' 40'

SCALE: 1" = 40'

GENERAL NOTES

1.) The plan was prepared based on document research, current record deed plots, right-of-way maps (where applicable) and found right-of-way evidence. This plan is not a Plan of Survey nor has a field survey of the property boundaries been performed.

2.) The property is subject to all prior conveyances, easement, reservations and conditions recited in all prior conveyances.

3.) The U.S. Harbor Line is based on U.S. Army, Corps of Engineers Plan of Ohio River U.S. Harbor Lines, Abrogated 10-15-64, Approved by the Secretary of War on November 26,1941, and field located stations shown on the plan.

4.) The Low Water Line is based on U.S. Army, Corps of Engineers Plan of Ohio River U.S. Harbor Lines, Abrogated 10-15-64, Approved by the Secretary of War on November 26,1941, Pool Elevation of 710.00' and LiDAR information from Pennsylvania Spatial Data Access (PASDA), United States Geological Survey (USGS) dated 2020.

5.) Horizontal Datum is based on Pennsylvania State Plane Coordinate System, South Zone, NAD 1983 and Vertical Datum is based on North American Vertical Datum of 1988, NAVD 88.

6.) The permanent subterranean easement contains the volume bounded by the projection of the metes and bounds described hereon (8,234 s.f.), and upper plane elevation of 598' and a lower plane elevation of 561'.

7.) The permanent subterranean easement contains the volume bounded by the projection of the metes and bounds described hereon (1,864 s.f.), and upper plane elevation of 598' and a lower plane elevation of 561'.

8.) Permanent subterranean easement or easements in the area(s) shown on the plan are hereto for work and operations necessary or convenient for ALCOSAN's planning, implementation, execution, construction, installation, and completion of the Project, across and the through the property.

Surveyed by: MBE	REVISION: REV No. / DATE / DESCRIPTION / APPV	I, Brody M. Tunno, a licensed Professional Land Surveyor in the Commonwealth of Pennsylvania, hereby certify, to the best of my knowledge, information and belief, that this plan is correct and has been surveyed and prepared by me or under my direct supervision.	mbe monaloh basin engineers	ARLETTA SCOTT WILLIAMS EXECUTIVE DIRECTOR, ALCOSAN 3300 PREBLE AVE. PITTSBURGH, PENNSYLVANIA PITTSBURGH, PA 15233 (412) 766-4810 www.alcosan.org	ALLEGHENY COUNTY SANITARY AUTHORITY 27TH WARD, CITY OF PITTSBURGH COUNTY OF ALLEGHENY, PENNSYLVANIA DUQUESNE LIGHT COMPANY BLOCK & LOT 44-G-250 & 44-G-251 PERMANENT SUBTERRANEAN EASEMENT EXHIBIT	Contract: S485
Drawn by: BPP		Brody M. Tunno, PLS #SU075482 — 04/12/2024 Date	Campbells Run Business Center 300 Business Center Drive, Suite 304 Pittsburgh, PA 15205 Office: 412-788-2433 Fax: 412-788-2295 www.mbe-eng.com			CAD File name: 3364-01 - 44-G-251 Easement Exhibit.dwg
Checked by: BMT						Date: 04/12/2024
						Sheet: 2 OF 2

FILE NAME:I:\336\1\336\-01 - ORT Mott Mac\Docs\606 Right-Of-Way\Cadd Files\Production Plans\Property Exhibits\Subsurface Easement Exhibits - 3364-01 - 44-G-251 Easement Exhibit LAST SAVED BY: BPITCHER PLOT DATE: 4/12/2024 12:13:33 PM

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monaloh basin
engineers

Permanent Subterranean Easement
Parcel ID: 44-G-250 / 44-G-251

Permanent Subterranean Easement (No. 1) – ORT Tunnel

All that piece or parcel of land situate in the 27th Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, having boundaries comprised of two subterranean horizontal planes and two vertical planes so as to be a closed three dimensional shape, being more particularly described as follows:

The two horizontal planes, the first of which is at an elevation of 598 feet, and the second of which is at an elevation of 561 feet, both elevations as established by the North American Vertical Datum of 1988, each of which is bounded as follows:

Beginning at a point at the intersection of the Low Water Line of the Ohio River (Pool Elevation 710.00') and the easterly line of the Permanent Subterranean Easement.

Thence from said point of beginning along the Low Water Line of the Ohio River in a northwesterly direction by its various courses 398'± to a point at the intersection of the Low Water Line of the Ohio River and the easterly line of the Permanent Subterranean Easement;

Thence through the lands of Duquesne Light Company along the easterly line of the Permanent Subterranean Easement South 33°24'03" East a distance of 366.70' to a point, at the place of beginning.

Each said horizontal plane containing within its said bounds 8,234 Square Feet, or 0.189 Acre of area more or less.

The two vertical planes and lateral surfaces that connect the boundaries of the two horizontal planes described above as to fully enclose the three dimensional shape.

Being a part of the parcel of land that the Urban Redevelopment Authority of Pittsburgh by their deed dated March 30, 1976 and recorded in Deed Book Volume 5607, Page 63 conveyed to the Duquesne Light Company.

Permanent Subterranean Easement (No. 2) – ORT Tunnel

All that piece or parcel of land situate in the 27th Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, having boundaries comprised of two subterranean horizontal planes and four vertical planes so as to be a closed three dimensional shape, being more particularly described as follows:

The two horizontal planes, the first of which is at an elevation of 598 feet, and the second of which is at an elevation of 561 feet, both elevations as established by the North American Vertical Datum of 1988, each of which is bounded as follows:

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Permanent Subterranean Easement
Parcel ID: 44-G-250 / 44-G-251

Beginning at a point at the intersection of the southerly property line of Duquesne Light Company and the Low Water Line of the Ohio River (Pool Elevation 710.00').

Thence from said point of beginning along the Low Water Line of the Ohio River in northwesterly direction by its various courses 197'± to a point at the intersection of the Low Water Line of the Ohio River and the easterly line of the Permanent Subterranean Easement;

Thence through the lands of Duquesne Light Company along the easterly line of the Permanent Subterranean Easement South 33°24'03" East a distance of 41.00' to a point of curvature;

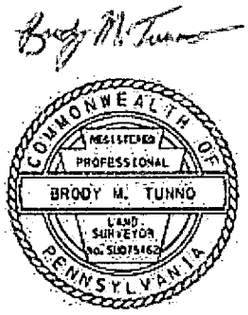
Thence continuing along the easterly line of the Permanent Subterranean Easement by a curve to the right having a Radius of 10,017.50; an Arc Length of 151.78' and a Chord Bearing of South 32°58'01" East 151.78' to a point at the intersection of the easterly line of the Permanent Subterranean Easement and the southerly property line of Duquesne Light Company;

Thence along the southerly property line of Duquesne Light Company South 77°25'46" West a distance of 5.94' to a point, at the place of beginning.

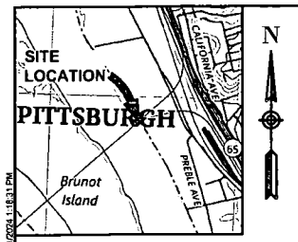
Each said horizontal plane containing within its said bounds 1,864 Square Feet, or 0.043 Acre of area more or less.

The four vertical planes and lateral surfaces that connect the boundaries of the two horizontal planes described above as to fully enclose the three dimensional shape.

Being a part of the parcel of land that the Allegheny Drop Forge Company by their deed dated September 13, 1989 and recorded in Deed Book Volume 8097, Page 419 conveyed to the Duquesne Light Company.



Campbells Run Business Center, 300 Business Center Drive, Pittsburgh, PA 15205 412-788-2433



VICINITY MAP
SCALE: 1"=2000'

GENERAL NOTES

1.) The plan was prepared based on document research, current record deed plots, right-of-way maps (where applicable) and found right-of-way evidence. This plan is not a Plan of Survey nor has a field survey of the property boundaries been performed.

2.) The property is subject to all prior conveyances, easement, reservations and conditions recited in all prior conveyances.

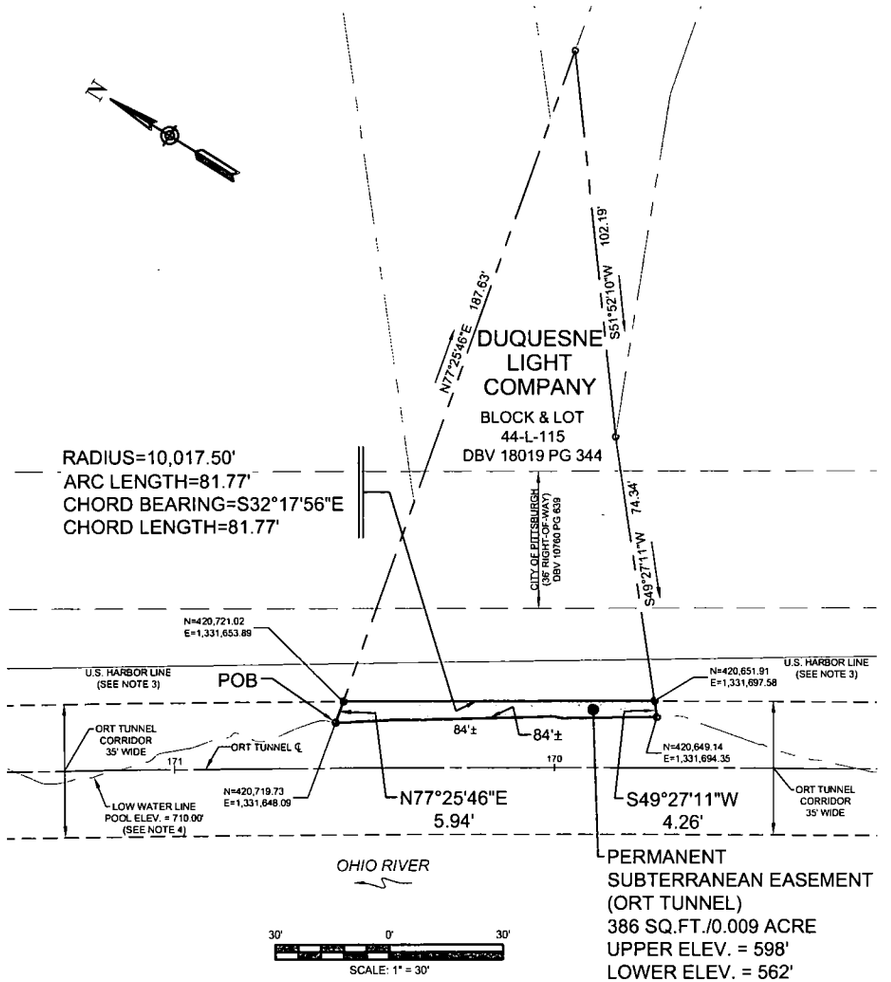
3.) The U.S. Harbor Line is based on U.S. Army, Corps of Engineers Plan of Ohio River U.S. Harbor Lines, Abrogated 10-15-64, Approved by the Secretary of War on November 26,1941, and field located stations shown on the plan.

4.) The Low Water Line is based on U.S. Army, Corps of Engineers Plan of Ohio River U.S. Harbor Lines, Abrogated 10-15-64, Approved by the Secretary of War on November 26,1941, Pool Elevation of 710.00' and LiDAR Information from Pennsylvania Spatial Data Access (PASDA), United States Geological Survey (USGS) dated 2020.

5.) Horizontal Datum is based on Pennsylvania State Plane Coordinate System, South Zone, NAD 1983 and Vertical Datum is based on North American Vertical Datum of 1988, NAVD 88.

6.) The permanent subterranean easement contains the volume bounded by the projection of the metes and bounds described hereon (386 s.f.), and upper plane elevation of 598' and a lower plane elevation of 562'.

7.) Permanent subterranean easement or easements in the area(s) shown on the plan are hereto for work and operations necessary or convenient for ALCOSAN's planning, implementation, execution, construction, installation, and completion of the Project, across and the through the property.



Surveyed by:	REVISION			
MBE	REV No.	DATE	DESCRIPTION	APPV
Drawn by:				
BPP				
Checked by:				
BMT				

I, Brody M. Tunno, a licensed Professional Land Surveyor in the Commonwealth of Pennsylvania, hereby certify, to the best of my knowledge, information and belief, that this plan is correct and has been surveyed and prepared by me or under my direct supervision.

Brody M. Tunno, PLS #SU075482 — 05/31/2024 Date

mbe monaloh basin engineers
Campbells Run Business Center
300 Business Center Drive, Suite 304
Pittsburgh, PA 15205
Office: 412-788-2433 Fax: 412-788-2295
www.mbe-eng.com

COMMONWEALTH OF PENNSYLVANIA — BRODY M. TUNNO — LICENSED LAND SURVEYOR

alcosan — allegheny county sanitary authority
ARLETTA SCOTT WILLIAMS
EXECUTIVE DIRECTOR, ALCOSAN
3300 PREBLE AVE.
PITTSBURGH, PENNSYLVANIA
PITTSBURGH, PA 15233
(412) 766-4810
www.alcosan.org

ALLEGHENY COUNTY SANITARY AUTHORITY
27TH WARD, CITY OF PITTSBURGH
COUNTY OF ALLEGHENY, PENNSYLVANIA

DUQUESNE LIGHT COMPANY
BLOCK & LOT 44-L-115
PERMANENT SUBTERRANEAN EASEMENT EXHIBIT

Contract: S485
CAD File name: 3364-01 - 44-L-115 Easement Exhibit.dwg
Date: 05/31/2024
Sheet: 1 OF 1

FILE NAME:\\3364\3364-01 - ORT Mon Dam\400 Rights Of Way\Cadd Files\Production Plans\Property Exhibits\Subsurface Easement Exhibits - 3364-01 - 44-L-115 Easement Exhibit.dwg LAST SAVED BY: BPITCHER PLOT DATE: 5/31/2024 1:18:31 PM

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monaloh basin
engineers

Permanent Subterranean Easement
Parcel ID: 44-L-115

Permanent Subterranean Easement – ORT Tunnel

All that piece or parcel of land situate in the 27th Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, having boundaries comprised of two subterranean horizontal planes and four vertical planes so as to be a closed three dimensional shape, being more particularly described as follows:

The two horizontal planes, the first of which is at an elevation of 598 feet, and the second of which is at an elevation of 562 feet, both elevations as established by the North American Vertical Datum of 1988, each of which is bounded as follows:

Beginning at a point at the intersection of the Low Water Line of the Ohio River (Pool Elevation 710.00') and the northerly property line of Norfolk Southern Railway.

Thence from said point of beginning along the northerly property line of Norfolk Southern Railway North 77°25'46" East a distance of 5.94' to a point at the intersection of the northerly property line of Norfolk Southern Railway and the easterly line of the Permanent Subterranean Easement;

Thence through the lands of Norfolk Southern Railway along the easterly line of the Permanent Subterranean Easement by a curve to the right having a Radius of 10,017.50' an Arc Length of 81.77' and a Chord Bearing of South 32°17'56" East 81.77' to a point at the intersection of the easterly line of the Permanent Subterranean Easement and the southerly property line of Norfolk Southern Railway;

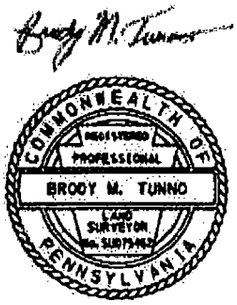
Thence along the southerly property line of Norfolk Southern Railway South 49°27'11" West a distance of 4.26' to a point at the intersection of the southerly property line of Norfolk Southern Railway and the Low Water Line of the Ohio River;

Thence in a northerly direction along the Low Water Line of the Ohio River by its various courses 84'± to a point, at the place of beginning.

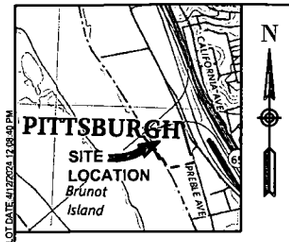
Each said horizontal plane containing within its said bounds 386 Square Feet, or 0.009 Acre of area, more or less.

The four vertical planes and lateral surfaces that connect the boundaries of the two horizontal planes described above as to fully enclose the three dimensional shape.

Being part of Block & Lot number 44-L-115, conveyed to Norfolk Southern Railway, as shown on Railroad Val Map # V22 Penna 2.



Campbells Run Business Center, 300 Business Center Drive, Pittsburgh, PA 15205 412-788-2433



VICINITY MAP
SCALE: 1"=2000'

N

GENERAL NOTES

1.) The plan was prepared based on document research, current record deed plots, right-of-way maps (where applicable) and found right-of-way evidence. This plan is not a Plan of Survey nor has a field survey of the property boundaries been performed.

2.) The property is subject to all prior conveyances, easement, reservations and conditions recited in all prior conveyances.

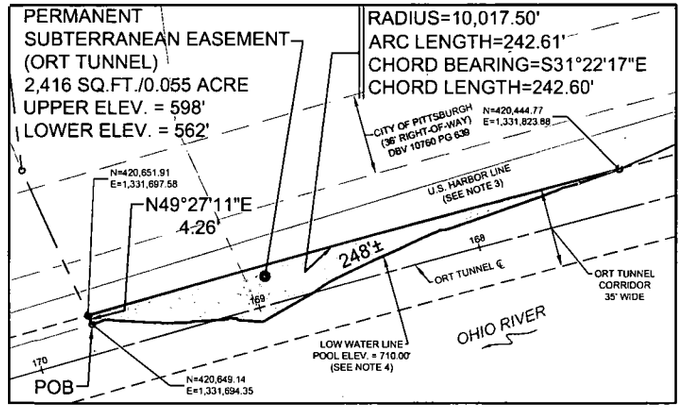
3.) The U.S. Harbor Line is based on U.S. Army, Corps of Engineers Plan of Ohio River U.S. Harbor Lines, Abrogated 10-15-64, Approved by the Secretary of War on November 26,1941, and field located stations shown on the plan.

4.) The Low Water Line is based on U.S. Army, Corps of Engineers Plan of Ohio River U.S. Harbor Lines, Abrogated 10-15-64, Approved by the Secretary of War on November 26,1941, Pool Elevation of 710.00' and LiDAR information from Pennsylvania Spatial Data Access (PASDA), United States Geological Survey (USGS) dated 2020.

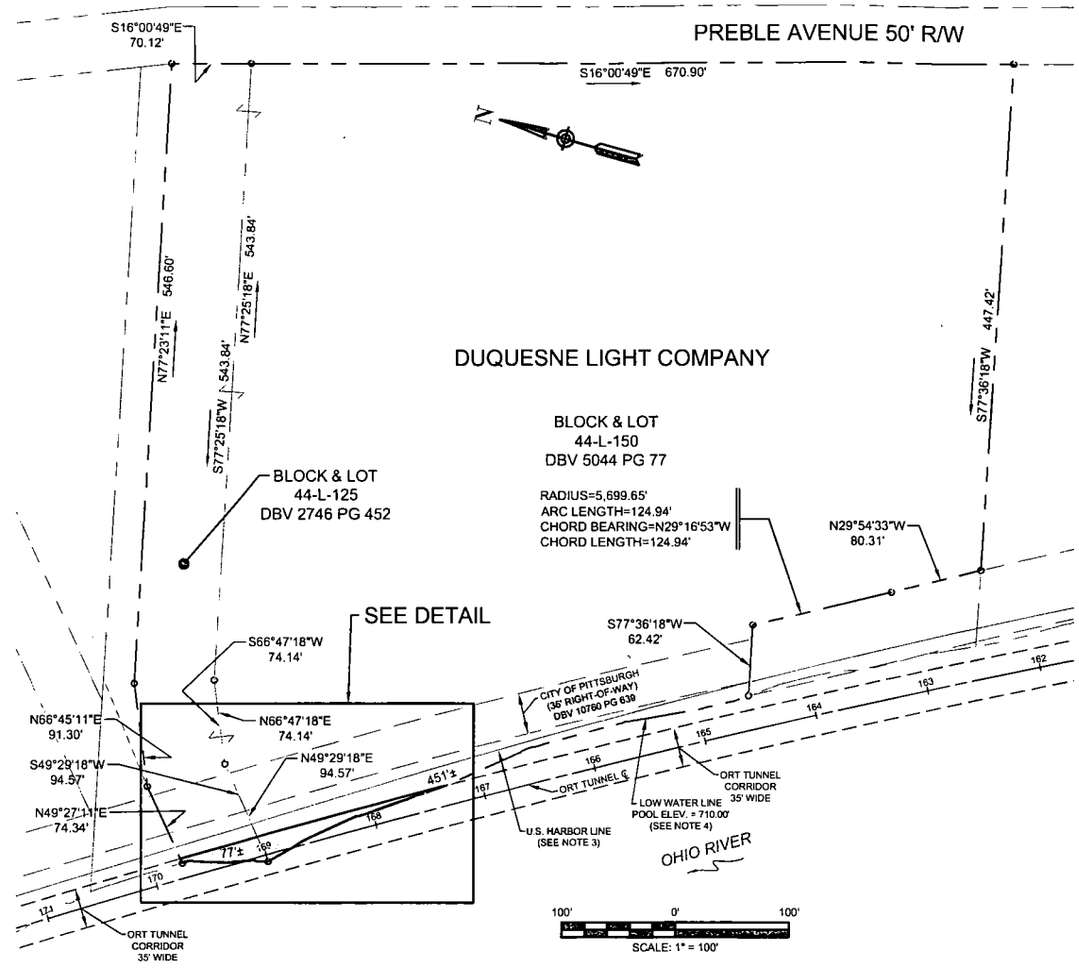
5.) Horizontal Datum is based on Pennsylvania State Plane Coordinate System, South Zone, NAD 1983 and Vertical Datum is based on North American Vertical Datum of 1988, NAVD 88.

6.) The permanent subterranean easement contains the volume bounded by the projection of the metes and bounds described hereon (2,416 s.f.), and upper plane elevation of 598' and a lower plane elevation of 562'.

7.) Permanent subterranean easement or easements in the area(s) shown on the plan are hereto for work and operations necessary or convenient for ALCOSAN's planning, implementation, execution, construction, installation, and completion of the Project, across and the through the property.



DETAIL
50' 0' 50'
SCALE: 1" = 50'



Surveyed by: MBE	REVISION: REV No. / DATE / DESCRIPTION / APPV	I, Brody M. Tunno, a licensed Professional Land Surveyor in the Commonwealth of Pennsylvania, hereby certify, to the best of my knowledge, information and belief, that this plan is correct and has been surveyed and prepared by me or under my direct supervision. Brody M. Tunno, PLS #SU078452 — 04/12/2024 Date	monaloh basin engineers Campbells Run Business Center 300 Business Center Drive, Suite 304 Pittsburgh, PA 15205 Office: 412-788-2433 Fax: 412-788-2295 www.mbe-eng.com	COMMONWEALTH OF PENNSYLVANIA — BRODY M TUNNO — LICENSED PROFESSIONAL LAND SURVEYOR	ARLETTA SCOTT WILLIAMS EXECUTIVE DIRECTOR, ALCOSAN 3300 PREBLE AVE. PITTSBURGH, PENNSYLVANIA PITTSBURGH, PA 15233 (412) 766-4810 www.alcosan.org	ALLEGHENY COUNTY SANITARY AUTHORITY 27TH WARD, CITY OF PITTSBURGH COUNTY OF ALLEGHENY, PENNSYLVANIA DUQUESNE LIGHT COMPANY BLOCK & LOT 44-L-125 & 44-L-150 PERMANENT SUBTERRANEAN EASEMENT EXHIBIT	Contract: S485 CAD File name: 3364-01 - 44-L-125 + 44-L-150 Easement Exhibit.dwg Date: 04/12/2024 Sheet: 1 OF 1
Drawn by: BPP						
Checked by: BMT						

PLOT DATE: 4/12/2024 12:08:40 PM
LAST SAVED BY: BPITCHER
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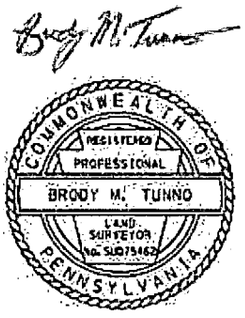
engineers



Permanent Subterranean Easement
Parcel ID: 44-L-125 / 44-L-150

Permanent Subterranean Easement – ORT Tunnel

All that piece or parcel of land situate in the 27th Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, having boundaries comprised of two subterranean horizontal planes and three vertical planes so as to be a closed three dimensional shape, being more particularly described as follows:

The two horizontal planes, the first of which is at an elevation of 598 feet, and the second of which is at an elevation of 562 feet, both elevations as established by the North American Vertical Datum of 1988, each of which is bounded as follows:

Beginning at a point at the intersection of the northerly property line of Duquesne Light Company and the Low Water Line of the Ohio River (Pool Elevation 710.00').

Thence from said point of beginning along the northerly property line of Duquesne Light Company North 49°27'11" East a distance of 4.26' to a point at the intersection of the northerly property line of Duquesne Light Company and the easterly line of the Permanent Subterranean Easement;

Thence through the lands of Duquesne Light Company along the easterly line of the Permanent Subterranean Easement by a curve to the right having a Radius of 10,017.50' an Arc Length of 242.61' and a Chord Bearing of South 31°22'17" East 242.60' to a point at the intersection of the easterly line of the Permanent Subterranean Easement and the Low Water Line of the Ohio River;

Thence along the Low Water Line of the Ohio River in a northwesterly direction by its various courses 248'± to a point, at the place of beginning.

Each said horizontal plane containing within its said bounds 2,416 Square Feet, or 0.055 Acre of area more or less.

The three vertical planes and lateral surfaces that connect the boundaries of the two horizontal planes described above as to fully enclose the three dimensional shape.

Being a part of the parcel of land that the Dravo Equipment Company (the successor by merger of Dravo-Doyle Company, and Cal-Ore Machinery Company, both Pennsylvania corporations and Marks Tractor and Equipment Company, a Delaware Corporation, which merger became effective October 1, 1971) by their deed dated December 23, 1971 and recorded in Deed Book Volume 5044, Page 77 conveyed to the Duquesne Light Company and a part of the parcel of land that Dravo-Doyle Company by their deed dated October 22, 1942 and recorded in Deed Book Volume 2746, Page 452 conveyed to the Duquesne Light Company.

Exhibit B
Declaration of Taking

RESOLUTION 2025-03-02

[See Attachment]

OFFICIAL

ALLEGHENY COUNTY SANITARY AUTHORITY
RESOLUTION NO. 2025-03-02

A RESOLUTION OF THE ALLEGHENY COUNTY SANITARY AUTHORITY, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING THE CONDEMNATION, OR THE PURCHASE IN LIEU THEREOF, OF ALL OR A PORTION OF SIX PARCELS OF REAL PROPERTY, IDENTIFIED AS BLOCK AND LOT NOS. 44-G-250, 44-G-251, 44-L-115, 44-L-125, 44-L-150, AND 21-D-104, NOW OR FORMERLY OWNED BY DUQUESNE LIGHT COMPANY.

WHEREAS, the Allegheny County Sanitary Authority (the "Authority") is authorized and empowered by the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. § 5601, *et seq.* (the "Act") to exercise all powers necessary to carry out its purposes as contemplated in the Act, including without limitation the powers to acquire property through eminent domain and purchase; and

WHEREAS, in order to meet its mission to provide cost effective, customer oriented, and environmentally conscious wastewater treatment that protects public health and enhances the use of natural resources, and in order to develop and construct infrastructure necessary to comply with the Consent Decree that the Authority entered with the U.S. Department of Justice, the U.S. Environmental Protection Agency, the Pennsylvania Department of Environmental Protection and the Allegheny County Health Department in January 2008, as amended, the Authority is in the process of designing for construction various new sewer lines and other apparatus to address combined sewer flows (the "Clean Water Plan"); and

WHEREAS, the Authority has identified six (6) parcels of real property that, in the judgment of the Authority's engineers and other representatives, and in connection with other property that has been or will be acquired, is necessary, in whole or part, for the Authority to acquire for the purpose of constructing infrastructure to address combined sewer overflows pursuant to the Clean Water Plan; said parcels are identified in the records of the Allegheny County Assessment Office as Block and Lot Nos. 44-G-250, 44-G-251, 44-L-115, 44-L-125, and 44-L-150, situate in the City of Pittsburgh, 27th Ward, and Block and Lot No. 21-D-104 situate in the City of Pittsburgh, 21st Ward, (the "Subject Parcels); and

WHEREAS, the real estate interests that the Authority needs to acquire in the Subject Parcels in furtherance of the Clean Water Plan construction activities are permanent subterranean easements over portions of the Subject Parcels (the "Subject Property Interests"), which are more particularly depicted in the Plat Plans attached as **Exhibit "A"**.

NOW, THEREFORE, the Board of Directors of the Authority hereby resolves as follows, incorporating the above recitals by reference:

Section 1. The Authority, pursuant to the Act, hereby authorizes the condemnation of the Subject Property Interests, or the purchase in lieu of condemnation of the Subject Property Interests, from the current owner.

Section 2. The Authority hereby approves the payment of, and directs proper Authority officials to pay, compensation in the amount of Four Thousand One Hundred Dollars ($4,100.00) to the current owner, plus closing and other costs related thereto according to customary practice in Pennsylvania.

Section 3. The Authority's Solicitor and other Authority officials are hereby authorized and empowered to conduct due diligence, retain the services of appraisers and title insurance agents, prepare, execute and record declarations of taking, deeds, and other agreements and instruments, all in a form acceptable to the Authority's Solicitor, and take any other action necessary and appropriate under the Pennsylvania Eminent Domain Code, 26 Pa.C.S. §101, *et seq.* and all other applicable laws to effectuate the purpose of this Resolution.

Section 4. It is the intention of the Authority that the sections, subsections, paragraphs, sentences and/or phrases of this Resolution are severable. If any section, subsection, paragraph, sentence, or phrase of this Resolution is for any reason declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of this Resolution as a whole or the validity of any remaining sections, subsections, paragraphs, sentences, or phrases of this Resolution.

Section 5. This Resolution shall take effect immediately.

RESOLVED and **ADOPTED** this 27th day of March, 2025, by the Board of Directors of the Allegheny County Sanitary Authority in lawful session duly assembled.

ATTEST:

Name: DARRIN KELLY
Title: ASST. SECRETARY

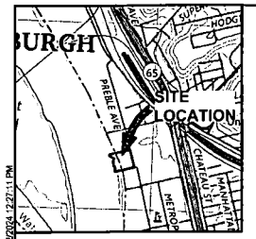
ALLEGHENY COUNTY SANITARY AUTHORITY

By: Shawn L Hilliard
Name: SHAWNA HILLIARD
Title: CHAIR

(Seal)

EXHIBIT "A"

PLAT PLANS



VICINITY MAP
SCALE: 1"=2000'

GENERAL NOTES

1.) The plan was prepared based on document research, current record deed plots, right-of-way maps (where applicable) and found right-of-way evidence. This plan is not a Plan of Survey nor has a field survey of the property boundaries been performed.

2.) The property is subject to all prior conveyances, easement, reservations and conditions recited in all prior conveyances.

3.) The U.S. Harbor Line is based on U.S. Army, Corps of Engineers Plan of Ohio River U.S. Harbor Lines, Abrogated 10-15-64, Approved by the Secretary of War on November 26,1941, and field located stations shown on the plan.

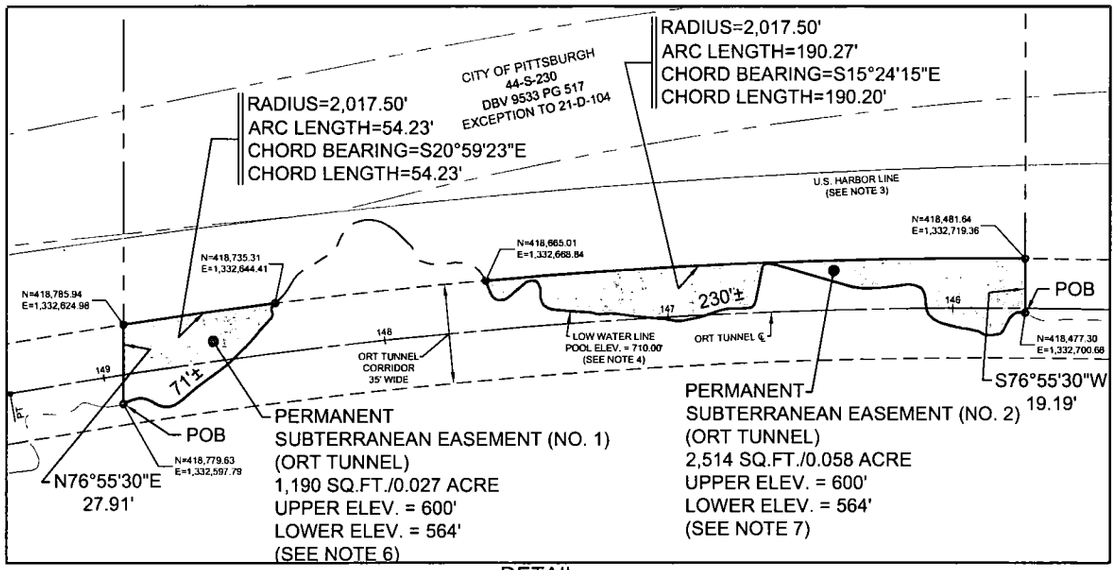
4.) The Low Water Line is based on U.S. Army, Corps of Engineers Plan of Ohio River U.S. Harbor Lines, Abrogated 10-15-64, Approved by the Secretary of War on November 26,1941, Pool Elevation of 710.00' and LiDAR information from Pennsylvania Spatial Data Access (PASDA), United States Geological Survey (USGS) dated 2020.

5.) Horizontal Datum is based on Pennsylvania State Plane Coordinate System, South Zone, NAD 1983 and Vertical Datum is based on North American Vertical Datum of 1988, NAVD 88.

6.) The permanent subterranean easement contains the volume bounded by the projection of the metes and bounds described hereon (1,190 s.f.), and upper plane elevation of 600' and a lower plane elevation of 564'.

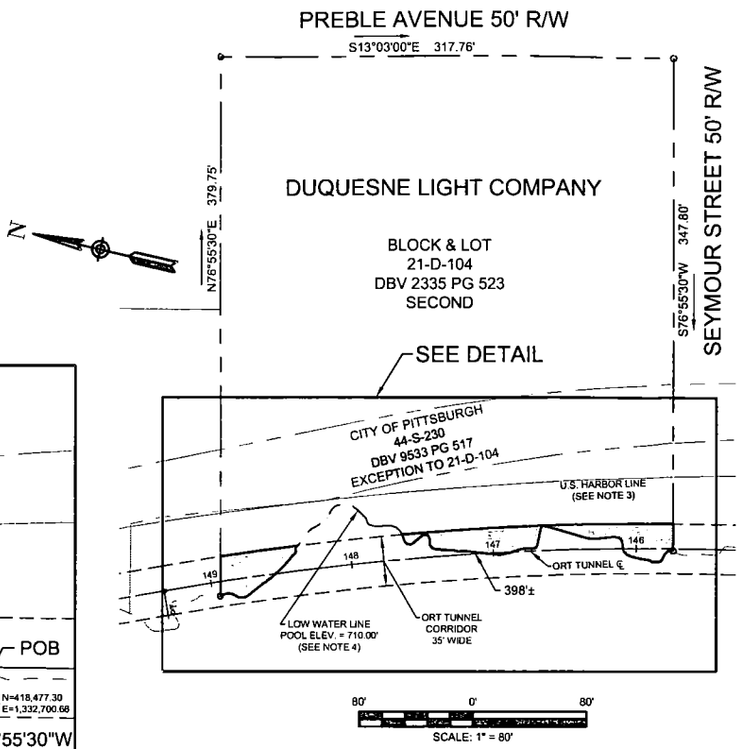
7.) The permanent subterranean easement contains the volume bounded by the projection of the metes and bounds described hereon (2,514 s.f.), and upper plane elevation of 600' and a lower plane elevation of 564'.

8.) Permanent subterranean easement or easements in the area(s) shown on the plan are hereto for work and operations necessary or convenient for ALCOSAN's planning, implementation, execution, construction, installation, and completion of the Project, across and the through the property.



DETAIL

40' 0' 40'
SCALE: 1" = 40'



Surveyed by: MBE	REVISION: REV No. / DATE / DESCRIPTION / APPV	I, Brody M. Tunno, a licensed Professional Land Surveyor in the Commonwealth of Pennsylvania, hereby certify, to the best of my knowledge, information and belief, that this plan is correct and has been surveyed and prepared by me or under my direct supervision. Brody M. Tunno, PLS #SU075482 — 04/12/2024 Date	mbe monaloh basin engineers Campbells Run Business Center 300 Business Center Drive, Suite 304 Pittsburgh, PA 15205 Office: 412-788-2433 Fax: 412-788-2295 www.mbe-eng.com
Drawn by: BPP			
Checked by: BMT			

ARLETTA SCOTT WILLIAMS
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ALLEGHENY COUNTY SANITARY AUTHORITY
21ST WARD, CITY OF PITTSBURGH
COUNTY OF ALLEGHENY, PENNSYLVANIA

DUQUESNE LIGHT COMPANY
BLOCK & LOT 21-D-104
PERMANENT SUBTERRANEAN EASEMENT EXHIBIT

Contract: S485
CAD File name: 3364-01 - 21-D-104 Easement Exhibit.dwg
Date: 04/12/2024
Sheet: 1 OF 1

FILE NAME: I:\3364\3364-01 - ORT Mon MacDonald\06 Rights-Of-Way\Cadd Files\Production Plans\Property Exhibits\Subsurface Easement Exhibits - 3364-01 - 21-D-104 Easement Exhibit LAST SAVED BY: BPITCHER PLOT DATE: 4/12/2024 12:27:11 PM

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engineers

Permanent Subterranean Easement
Parcel ID: 21-D-104

Permanent Subterranean Easement (No. 1) – ORT Tunnel

All that piece or parcel of land situate in the 21st Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, having boundaries comprised of two subterranean horizontal planes and three vertical planes so as to be a closed three dimensional shape, being more particularly described as follows:

The two horizontal planes, the first of which is at an elevation of 600 feet, and the second of which is at an elevation of 564 feet, both elevations as established by the North American Vertical Datum of 1988, each of which is bounded as follows:

Beginning at a point at the intersection of the northerly property line of Duquesne Light Company and the Low Water Line of the Ohio River (Pool Elevation 710.00').

Thence from said point of beginning along the northerly property line of Duquesne Light Company North 76°55'30" East a distance of 27.91' to a point at the intersection of the northerly property line of Duquesne Light Company and the easterly line of the Permanent Subterranean Easement;

Thence through the property of Duquesne Light Company along the easterly line of the Permanent Subterranean Easement by a curve to the right having a Radius of 2,017.50' and Arc Length of 54.23' and a Chord Bearing of South 20°59'23" East 54.23' to a point at the intersection of the easterly line of the Permanent Subterranean Easement and the Low Water Line of the Ohio River;

Thence along the Low Water Line of the Ohio River in a northwesterly direction by its various courses 71'± to a point, at the place of beginning.

Each said horizontal plane containing within its said bounds 1,190 Square Feet, or 0.027 Acre of area more or less.

The three vertical planes and lateral surfaces that connect the boundaries of the two horizontal planes described above as to fully enclose the three dimensional shape.

Being a part of the parcel of land that Equitable Real Estate Company by their deed dated December 31, 1927 and recorded in Deed Book Volume 2335, Page 523 conveyed to the Duquesne Light Company.

Permanent Subterranean Easement (No. 2) – ORT Tunnel

All that piece or parcel of land situate in the 21st Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, having boundaries comprised of two subterranean horizontal planes and three vertical planes so as to be a closed three dimensional shape, being more particularly described as follows:

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The two horizontal planes, the first of which is at an elevation of 600 feet, and the second of which is at an elevation of 564 feet, both elevations as established by the North American Vertical Datum of 1988, each of which is bounded as follows:

Beginning at a point at the intersection of the southerly property line of Duquesne Light Company and the Low Water Line of the Ohio River (Pool Elevation 710.00').

Thence from said point of beginning along the Low Water Line of the Ohio River in a northwesterly direction by its various courses 230'± to a point at the intersection of the Low Water Line of the Ohio River and the easterly line of the Permanent Subterranean Easement;

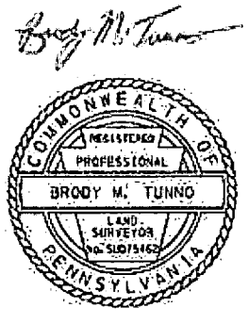
Thence through the property of Duquesne Light Company along the easterly line of the Permanent Subterranean Easement by a curve to the right having a Radius of 2,017.50' an Arc Length of 190.27' and a Chord Bearing of South 15°24'15" East 190.20' to a point at the intersection of the easterly line of the Permanent Subterranean Easement and the southerly property line of Duquesne Light Company;

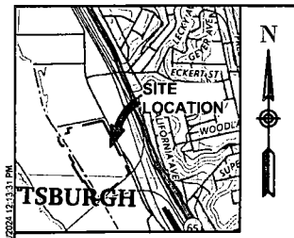
Thence along the southerly property line of Duquesne Light Company South 76°55'30" West a distance of 19.19' to a point, at the place of beginning,

Each said horizontal plane containing within its said bounds 2,514 Square Feet, or 0.058 Acre of area more or less.

The three vertical planes and lateral surfaces that connect the boundaries of the two horizontal planes described above as to fully enclose the three dimensional shape.

Being a part of the parcel of land that Equitable Real Estate Company by their deed dated December 31, 1927 and recorded in Deed Book Volume 2335, Page 523 conveyed to the Duquesne Light Company.





VICINITY MAP
SCALE: 1"=2000'

N

GENERAL NOTES

1.) The plan was prepared based on document research, current record deed plots, right-of-way maps (where applicable) and found right-of-way evidence. This plan is not a Plan of Survey nor has a field survey of the property boundaries been performed.

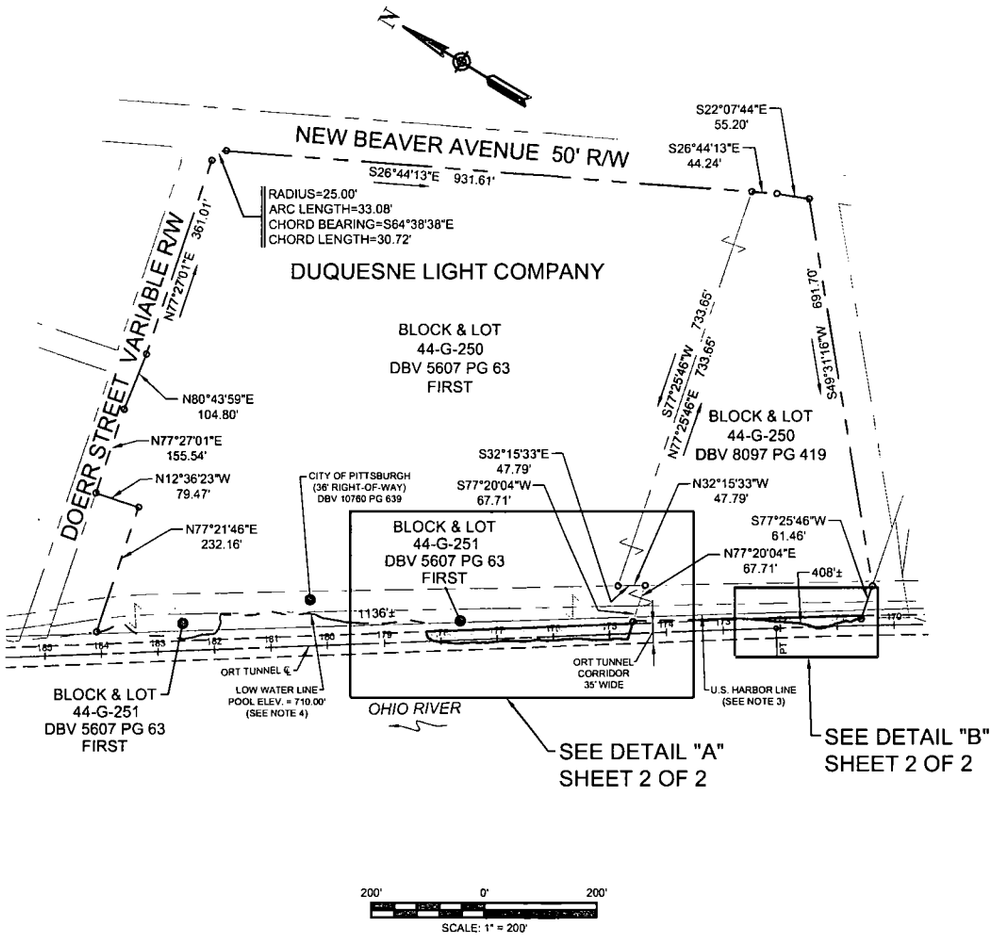
2.) The property is subject to all prior conveyances, easement, reservations and conditions recited in all prior conveyances.

3.) The U.S. Harbor Line is based on U.S. Army, Corps of Engineers Plan of Ohio River U.S. Harbor Lines, Abrogated 10-15-64, Approved by the Secretary of War on November 26,1941, and field located stations shown on the plan.

4.) The Low Water Line is based on U.S. Army, Corps of Engineers Plan of Ohio River U.S. Harbor Lines, Abrogated 10-15-64, Approved by the Secretary of War on November 26,1941, Pool Elevation of 710.00' and LIDAR information from Pennsylvania Spatial Data Access (PASDA), United States Geological Survey (USGS) dated 2020.

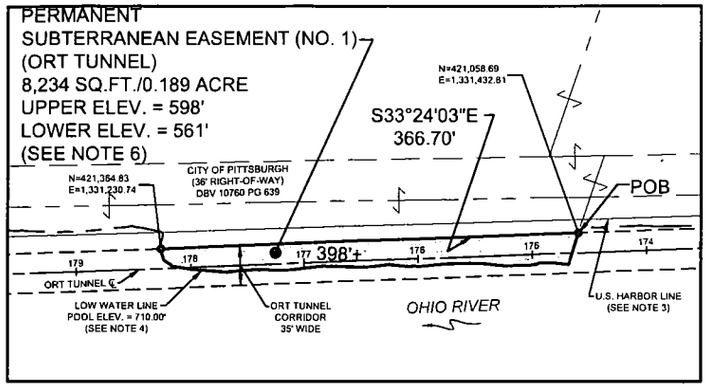
5.) Horizontal Datum is based on Pennsylvania State Plane Coordinate System, South Zone, NAD 1983 and Vertical Datum is based on North American Vertical Datum of 1988, NAVD 88.

6.) Permanent subterranean easement or easements in the area(s) shown on the plan are hereto for work and operations necessary or convenient for ALCOSAN's planning, implementation, execution, construction, installation, and completion of the Project, across and the through the property.



Surveyed by: MBE Drawn by: BPP Checked by: BMT	REVISION REV No. / DATE / DESCRIPTION / APPV	I, Brody M. Tunno, a licensed Professional Land Surveyor in the Commonwealth of Pennsylvania, hereby certify, to the best of my knowledge, information and belief, that this plan is correct and has been surveyed and prepared by me or under my direct supervision. Brody M. Tunno, PLS #SU075482 — 04/12/2024 Date	mbe monaloh basin engineers Campbells Run Business Center 300 Business Center Drive, Suite 304 Pittsburgh, PA 15205 Office: 412-788-2433 Fax: 412-788-2295 www.mbe-eng.com	ARLETTA SCOTT WILLIAMS EXECUTIVE DIRECTOR, ALCOSAN 3300 PREBLE AVE. PITTSBURGH, PENNSYLVANIA PITTSBURGH, PA 15233 (412) 766-4810 www.alcosan.org	ALLEGHENY COUNTY SANITARY AUTHORITY 27TH WARD, CITY OF PITTSBURGH COUNTY OF ALLEGHENY, PENNSYLVANIA DUQUESNE LIGHT COMPANY BLOCK & LOT 44-G-250 & 44-G-251 PERMANENT SUBTERRANEAN EASEMENT EXHIBIT	Contract: S485 CAD File name: 3364.01_44-G-251 Easement Exhibit.dwg Date: 04/12/2024 Sheet: 1 OF 2

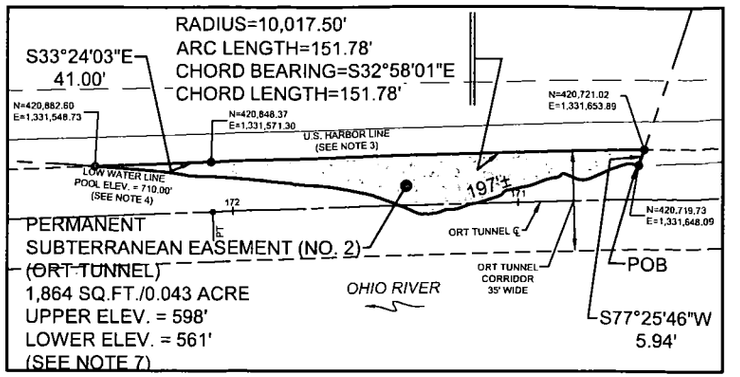
FILE NAME: L:\3364\3364.01 - ORT Mod\Dana\KOP Right Of Way\Cadd Files\Production Plans\Property Exhibits\Subsurface Easement Exhibits - 3364.01 - 44-G-251 Easement Exhibit... LAST SAVED BY: BPITCHER PLOT DATE: 4/12/2024 12:13:31 PM



DETAIL A

100' 0' 100'

SCALE: 1" = 100'



DETAIL B

40' 0' 40'

SCALE: 1" = 40'

GENERAL NOTES

1.) The plan was prepared based on document research, current record deed plots, right-of-way maps (where applicable) and found right-of-way evidence. This plan is not a Plan of Survey nor has a field survey of the property boundaries been performed.

2.) The property is subject to all prior conveyances, easement, reservations and conditions reciled in all prior conveyances.

3.) The U.S. Harbor Line is based on U.S. Army, Corps of Engineers Plan of Ohio River U.S. Harbor Lines, Abrogated 10-15-64, Approved by the Secretary of War on November 26,1941, and field located stations shown on the plan.

4.) The Low Water Line is based on U.S. Army, Corps of Engineers Plan of Ohio River U.S. Harbor Lines, Abrogated 10-15-64, Approved by the Secretary of War on November 26,1941, Pool Elevation of 710.00' and LiDAR information from Pennsylvania Spatial Data Access (PASDA), United States Geological Survey (USGS) dated 2020.

5.) Horizontal Datum is based on Pennsylvania State Plane Coordinate System, South Zone, NAD 1983 and Vertical Datum is based on North American Vertical Datum of 1988, NAVD 88.

6.) The permanent subterranean easement contains the volume bounded by the projection of the metes and bounds described hereon (8,234 s.f.), and upper plane elevation of 598' and a lower plane elevation of 561'.

7.) The permanent subterranean easement contains the volume bounded by the projection of the metes and bounds described hereon (1,864 s.f.), and upper plane elevation of 598' and a lower plane elevation of 561'.

8.) Permanent subterranean easement or easements in the area(s) shown on the plan are hereto for work and operations necessary or convenient for ALCOSAN's planning, implementation, execution, construction, installation, and completion of the Project, across and the through the property.

Surveyed by: MBE
Drawn by: BPP
Checked by: BMT

REVISION			
REV No.	DATE	DESCRIPTION	APPV

I, Brody M. Tunno, a licensed Professional Land Surveyor in the Commonwealth of Pennsylvania, hereby certify, to the best of my knowledge, information and belief, that this plan is correct and has been surveyed and prepared by me or under my direct supervision.

Brody M. Tunno, PLS #SU075462 — Date: 04/12/2024

mbe
monaloh basin engineers
Campbells Run Business Center
300 Business Center Drive, Suite 304
Pittsburgh, PA 15205
Office: 412-788-2433 Fax: 412-788-2295
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ALLEGHENY COUNTY SANITARY AUTHORITY
27TH WARD, CITY OF PITTSBURGH
COUNTY OF ALLEGHENY, PENNSYLVANIA

DUQUESNE LIGHT COMPANY
BLOCK & LOT 44-G-250 & 44-G-251
PERMANENT SUBTERRANEAN EASEMENT EXHIBIT

Contract: S485
CAD File name: 3364-01 - 44-G-251 Easement Exhibit.dwg
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Sheet: 2 OF 2

FILE NAME:\\3364\3364-01 - ORT Mod MacDonald\09 Right Of Way\Cadd Files\Production Plans\Property Exhibits\Subsurface Easement Exhibits - 3364-01 - 44-G-251 Easement Exhibit LAST SAVED BY: BPITCHER PLOT DATE: 4/12/2024 12:13:33 PM

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Permanent Subterranean Easement
Parcel ID: 44-G-250 / 44-G-251

Permanent Subterranean Easement (No. 1) – ORT Tunnel

All that piece or parcel of land situate in the 27th Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, having boundaries comprised of two subterranean horizontal planes and two vertical planes so as to be a closed three dimensional shape, being more particularly described as follows:

The two horizontal planes, the first of which is at an elevation of 598 feet, and the second of which is at an elevation of 561 feet, both elevations as established by the North American Vertical Datum of 1988, each of which is bounded as follows:

Beginning at a point at the intersection of the Low Water Line of the Ohio River (Pool Elevation 710.00') and the easterly line of the Permanent Subterranean Easement.

Thence from said point of beginning along the Low Water Line of the Ohio River in a northwesterly direction by its various courses 398'± to a point at the intersection of the Low Water Line of the Ohio River and the easterly line of the Permanent Subterranean Easement;

Thence through the lands of Duquesne Light Company along the easterly line of the Permanent Subterranean Easement South 33°24'03" East a distance of 366.70' to a point, at the place of beginning.

Each said horizontal plane containing within its said bounds 8,234 Square Feet, or 0.189 Acre of area more or less.

The two vertical planes and lateral surfaces that connect the boundaries of the two horizontal planes described above as to fully enclose the three dimensional shape.

Being a part of the parcel of land that the Urban Redevelopment Authority of Pittsburgh by their deed dated March 30, 1976 and recorded in Deed Book Volume 5607, Page 63 conveyed to the Duquesne Light Company.

Permanent Subterranean Easement (No. 2) – ORT Tunnel

All that piece or parcel of land situate in the 27th Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, having boundaries comprised of two subterranean horizontal planes and four vertical planes so as to be a closed three dimensional shape, being more particularly described as follows:

The two horizontal planes, the first of which is at an elevation of 598 feet, and the second of which is at an elevation of 561 feet, both elevations as established by the North American Vertical Datum of 1988, each of which is bounded as follows:

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Permanent Subterranean Easement
Parcel ID: 44-G-250 / 44-G-251

Beginning at a point at the intersection of the southerly property line of Duquesne Light Company and the Low Water Line of the Ohio River (Pool Elevation 710.00').

Thence from said point of beginning along the Low Water Line of the Ohio River in northwesterly direction by its various courses 197'± to a point at the intersection of the Low Water Line of the Ohio River and the easterly line of the Permanent Subterranean Easement;

Thence through the lands of Duquesne Light Company along the easterly line of the Permanent Subterranean Easement South 33°24'03" East a distance of 41.00' to a point of curvature;

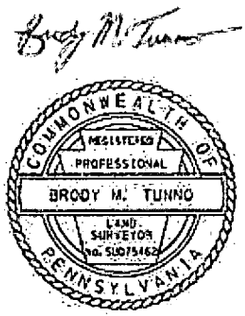
Thence continuing along the easterly line of the Permanent Subterranean Easement by a curve to the right having a Radius of 10,017.50; an Arc Length of 151.78' and a Chord Bearing of South 32°58'01" East 151.78' to a point at the intersection of the easterly line of the Permanent Subterranean Easement and the southerly property line of Duquesne Light Company;

Thence along the southerly property line of Duquesne Light Company South 77°25'46" West a distance of 5.94' to a point, at the place of beginning.

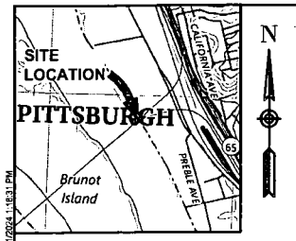
Each said horizontal plane containing within its said bounds 1,864 Square Feet, or 0.043 Acre of area more or less.

The four vertical planes and lateral surfaces that connect the boundaries of the two horizontal planes described above as to fully enclose the three dimensional shape.

Being a part of the parcel of land that the Allegheny Drop Forge Company by their deed dated September 13, 1989 and recorded in Deed Book Volume 8097, Page 419 conveyed to the Duquesne Light Company.



Campbells Run Business Center, 300 Business Center Drive, Pittsburgh, PA 15205 412-788-2433



VICINITY MAP
SCALE: 1"=2000'

GENERAL NOTES

1.) The plan was prepared based on document research, current record deed plots, right-of-way maps (where applicable) and found right-of-way evidence. This plan is not a Plan of Survey nor has a field survey of the property boundaries been performed.

2.) The property is subject to all prior conveyances, easement, reservations and conditions recited in all prior conveyances.

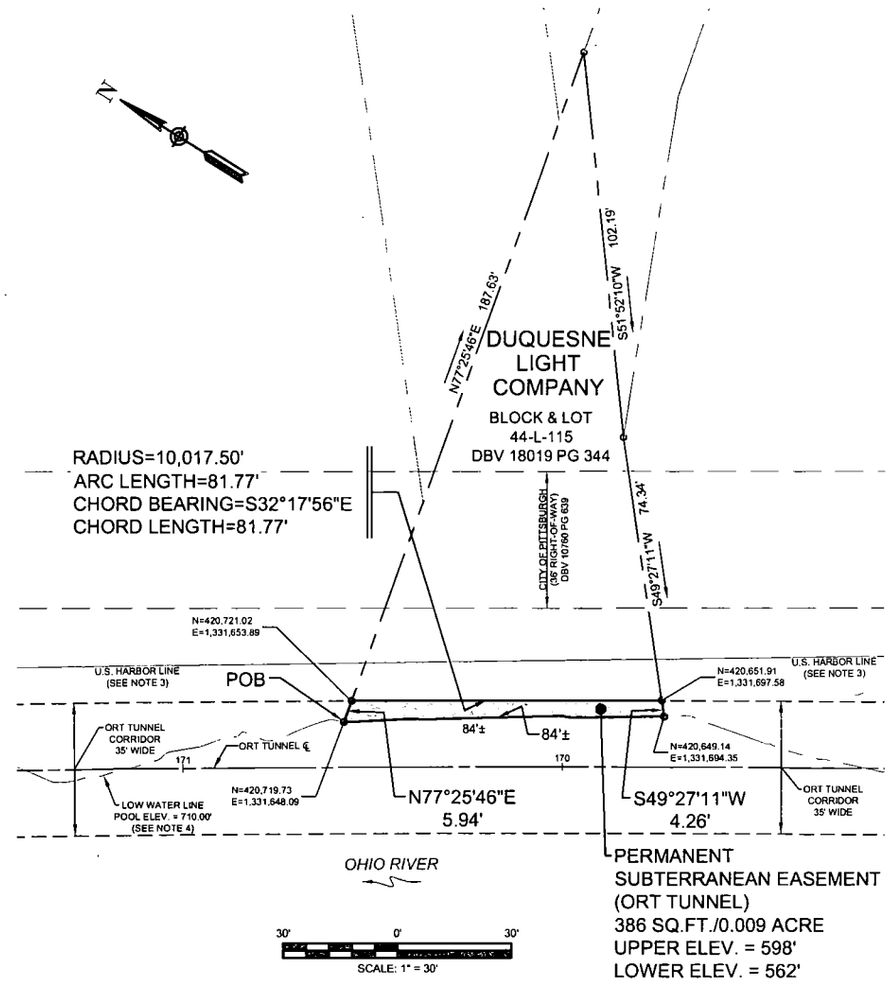
3.) The U.S. Harbor Line is based on U.S. Army, Corps of Engineers Plan of Ohio River U.S. Harbor Lines, Abrogated 10-15-64, Approved by the Secretary of War on November 26,1941, and field located stations shown on the plan.

4.) The Low Water Line is based on U.S. Army, Corps of Engineers Plan of Ohio River U.S. Harbor Lines, Abrogated 10-15-64, Approved by the Secretary of War on November 26,1941, Pool Elevation of 710.00' and LiDAR information from Pennsylvania Spatial Data Access (PASDA), United States Geological Survey (USGS) dated 2020.

5.) Horizontal Datum is based on Pennsylvania State Plane Coordinate System, South Zone, NAD 1983 and Vertical Datum is based on North American Vertical Datum of 1988, NAVD 88.

6.) The permanent subterranean easement contains the volume bounded by the projection of the metes and bounds described hereon (386 s.f.), and upper plane elevation of 598' and a lower plane elevation of 562'.

7.) Permanent subterranean easement or easements in the area(s) shown on the plan are hereto for work and operations necessary or convenient for ALCOSAN's planning, implementation, execution, construction, installation, and completion of the Project, across and the through the property.



Surveyed by: MBE	REVISION			
	REV No.	DATE	DESCRIPTION	APPV
Drawn by: BPP				
Checked by: BMT				

I, Brody M. Turnio, a licensed Professional Land Surveyor in the Commonwealth of Pennsylvania, hereby certify, to the best of my knowledge, information and belief, that this plan is correct and has been surveyed and prepared by me or under my direct supervision.

Brody M. Turnio, PLS #SU075462 — 05/31/2024 Date

mbe monaloh basin engineers
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ALLEGHENY COUNTY SANITARY AUTHORITY
27TH WARD, CITY OF PITTSBURGH
COUNTY OF ALLEGHENY, PENNSYLVANIA

DUQUESNE LIGHT COMPANY
BLOCK & LOT 44-L-115
PERMANENT SUBTERRANEAN EASEMENT EXHIBIT

Contract:	S485
CAD File name:	3364-01 - 44-L-115 Easement Exhibit.dwg
Date:	05/31/2024
Sheet:	1 OF 1

FILE NAME:I:\3364\3364-01 - ORT Mott MacDonald\06 Right-Of-Way\Cadd Files\Production Plans\Property Exhibits\Subsurface Easement Exhibits - 3364-01 - 44-L-115 Easement Exhibit LAST SAVED BY: BPITCHER PLOT DATE:5/31/2024 1:18:31 PM

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Permanent Subterranean Easement
Parcel ID: 44-L-115

Permanent Subterranean Easement – ORT Tunnel

All that piece or parcel of land situate in the 27th Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, having boundaries comprised of two subterranean horizontal planes and four vertical planes so as to be a closed three dimensional shape, being more particularly described as follows:

The two horizontal planes, the first of which is at an elevation of 598 feet, and the second of which is at an elevation of 562 feet, both elevations as established by the North American Vertical Datum of 1988, each of which is bounded as follows:

Beginning at a point at the intersection of the Low Water Line of the Ohio River (Pool Elevation 710.00') and the northerly property line of Norfolk Southern Railway.

Thence from said point of beginning along the northerly property line of Norfolk Southern Railway North 77°25'46" East a distance of 5.94' to a point at the intersection of the northerly property line of Norfolk Southern Railway and the easterly line of the Permanent Subterranean Easement;

Thence through the lands of Norfolk Southern Railway along the easterly line of the Permanent Subterranean Easement by a curve to the right having a Radius of 10,017.50' an Arc Length of 81.77' and a Chord Bearing of South 32°17'56" East 81.77' to a point at the intersection of the easterly line of the Permanent Subterranean Easement and the southerly property line of Norfolk Southern Railway;

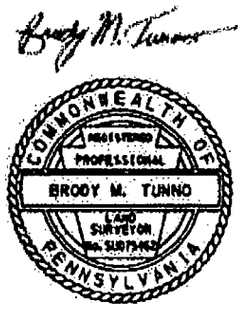
Thence along the southerly property line of Norfolk Southern Railway South 49°27'11" West a distance of 4.26' to a point at the intersection of the southerly property line of Norfolk Southern Railway and the Low Water Line of the Ohio River;

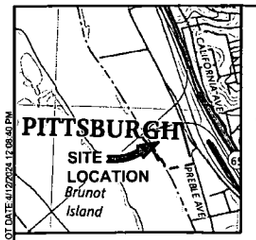
Thence in a northerly direction along the Low Water Line of the Ohio River by its various courses 84'± to a point, at the place of beginning.

Each said horizontal plane containing within its said bounds 386 Square Feet, or 0.009 Acre of area, more or less.

The four vertical planes and lateral surfaces that connect the boundaries of the two horizontal planes described above as to fully enclose the three dimensional shape.

Being part of Block & Lot number 44-L-115, conveyed to Norfolk Southern Railway, as shown on Railroad Val Map # V22 Penna 2.





VICINITY MAP
SCALE: 1"=2000'

N

GENERAL NOTES

1.) The plan was prepared based on document research, current record deed plots, right-of-way maps (where applicable) and found right-of-way evidence. This plan is not a Plan of Survey nor has a field survey of the property boundaries been performed.

2.) The property is subject to all prior conveyances, easement, reservations and conditions recited in all prior conveyances.

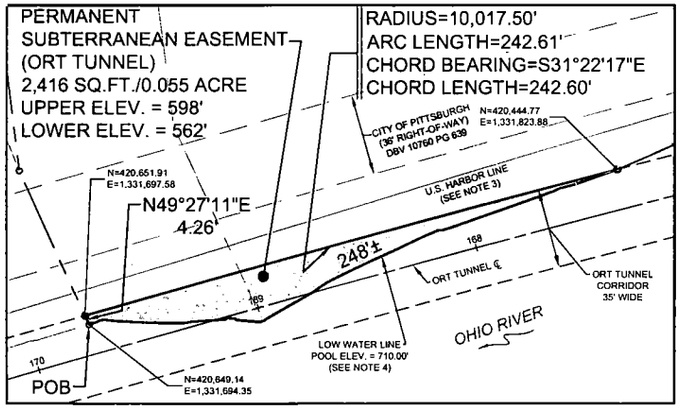
3.) The U.S. Harbor Line is based on U.S. Army, Corps of Engineers Plan of Ohio River U.S. Harbor LInes, Abrogated 10-15-64, Approved by the Secretary of War on November 26,1941, and field located stations shown on the plan.

4.) The Low Water Line is based on U.S. Army, Corps of Engineers Plan of Ohio River U.S. Harbor Lines, Abrogated 10-15-64, Approved by the Secretary of War on November 26,1941, Pool Elevation of 710.00' and LiDAR information from Pennsylvania Spatial Data Access (PASDA), United States Geological Survey (USGS) dated 2020.

5.) Horizontal Datum is based on Pennsylvania State Plane Coordinate System, South Zone, NAD 1983 and Vertical Datum is based on North American Vertical Datum of 1988, NAVD 88.

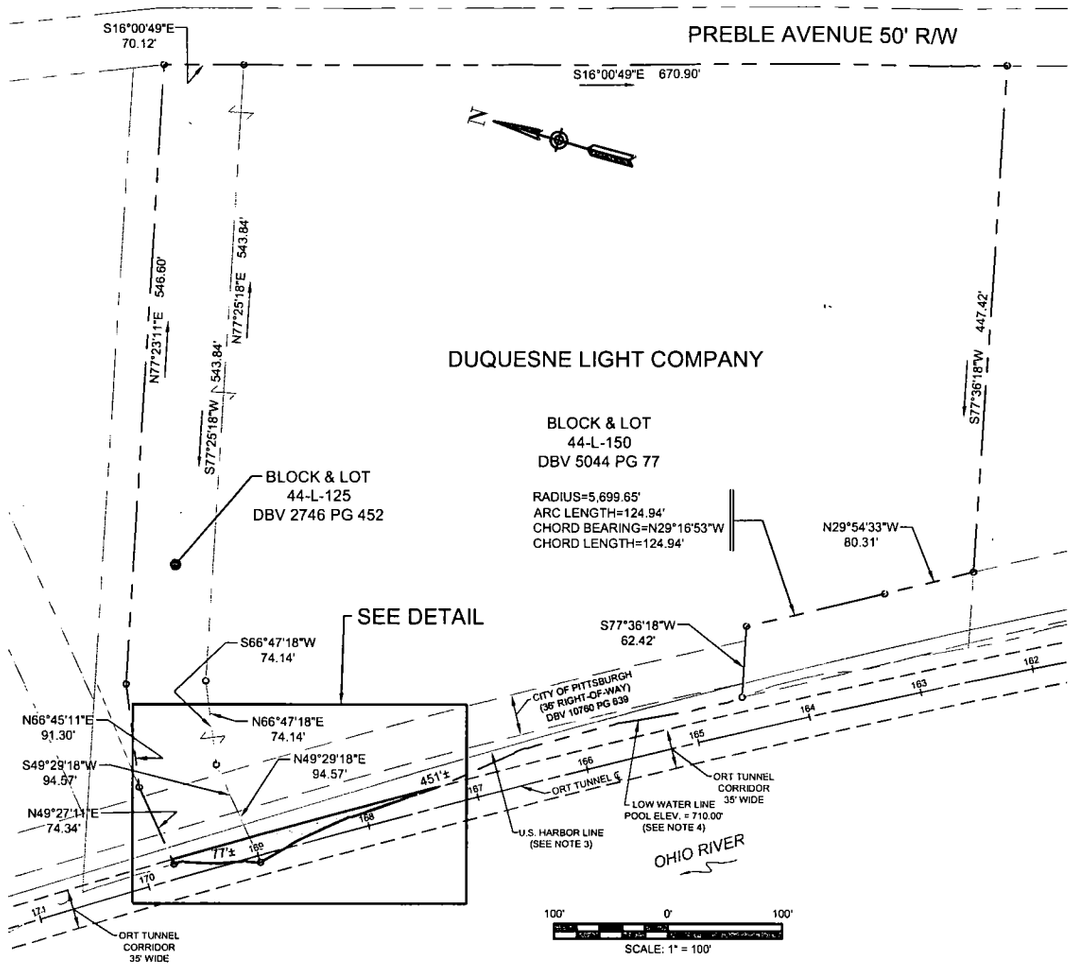
6.) The permanent subterranean easement contains the volume bounded by the projection of the metes and bounds described hereon (2,416 s.f.), and upper plane elevation of 598' and a lower plane elevation of 562'.

7.) Permanent subterranean easement or easements in the area(s) shown on the plan are hereto for work and operations necessary or convenient for ALCOSAN's planning, implementation, execution, construction, installation, and completion of the Project, across and the through the property.



DETAIL

50' 0' 50'
SCALE: 1" = 50'

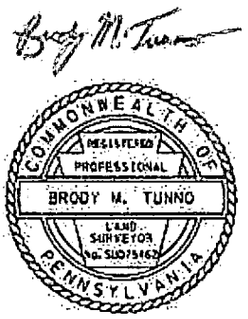


100' 0' 100'
SCALE: 1" = 100'

Surveyed by: MBE	REVISION			I, Brody M. Tunno, a licensed Professional Land Surveyor in the Commonwealth of Pennsylvania, hereby certify, to the best of my knowledge, information and belief, that this plan is correct and has been surveyed and prepared by me or under my direct supervision.	mbe monaloh basin engineers Campbells Run Business Center 300 Business Center Drive, Suite 304 Pittsburgh, PA 15205 Office: 412-788-2433 Fax: 412-788-2295 www.mbe-eng.com	ARLETTA SCOTT WILLIAMS EXECUTIVE DIRECTOR, ALCOSAN 3300 PREBLE AVE. PITTSBURGH, PENNSYLVANIA PITTSBURGH, PA 15233 (412) 766-4810 www.alcosan.org	ALLEGHENY COUNTY SANITARY AUTHORITY 27TH WARD, CITY OF PITTSBURGH COUNTY OF ALLEGHENY, PENNSYLVANIA DUQUESNE LIGHT COMPANY BLOCK & LOT 44-L-125 & 44-L-150 PERMANENT SUBTERRANEAN EASEMENT EXHIBIT	Contract: S485
Drawn by: BPP	REV No.	DATE	DESCRIPTION	APPV					CAD File name: 3364-01 - 44-L-125 - 44-L-150 Easement Exhibit.dwg
Checked by: BMT					Brody M. Tunno, PLS #SU075482 04/12/2024 Date				Date: 04/12/2024
									Sheet: 1 OF 1

FILE NAME: L:\3364\3364-01\...\ORT Mon MacDonald\08 Right-Of-Way\Cadd Files\Production Plans\Property Exhibits\Subsurface Easement Exhibits - 3364-01 - 44-L-125 - 44-L-150 Easement Exhibit.dwg LAST SAVED BY: BPITCHER PLOT DATE: 4/12/2024 12:08:40 PM

mbe
monaloh basin
engineers



Permanent Subterranean Easement
Parcel ID: 44-L-125 / 44-L-150

Permanent Subterranean Easement – ORT Tunnel

All that piece or parcel of land situate in the 27th Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, having boundaries comprised of two subterranean horizontal planes and three vertical planes so as to be a closed three dimensional shape, being more particularly described as follows:

The two horizontal planes, the first of which is at an elevation of 598 feet, and the second of which is at an elevation of 562 feet, both elevations as established by the North American Vertical Datum of 1988, each of which is bounded as follows:

Beginning at a point at the intersection of the northerly property line of Duquesne Light Company and the Low Water Line of the Ohio River (Pool Elevation 710.00').

Thence from said point of beginning along the northerly property line of Duquesne Light Company North 49°27'11" East a distance of 4.26' to a point at the intersection of the northerly property line of Duquesne Light Company and the easterly line of the Permanent Subterranean Easement;

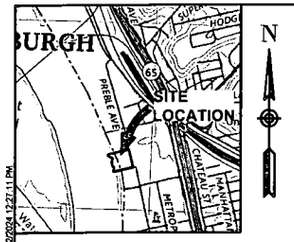
Thence through the lands of Duquesne Light Company along the easterly line of the Permanent Subterranean Easement by a curve to the right having a Radius of 10,017.50' an Arc Length of 242.61' and a Chord Bearing of South 31°22'17" East 242.60' to a point at the intersection of the easterly line of the Permanent Subterranean Easement and the Low Water Line of the Ohio River;

Thence along the Low Water Line of the Ohio River in a northwesterly direction by its various courses 248'± to a point, at the place of beginning.

Each said horizontal plane containing within its said bounds 2,416 Square Feet, or 0.055 Acre of area more or less.

The three vertical planes and lateral surfaces that connect the boundaries of the two horizontal planes described above as to fully enclose the three dimensional shape.

Being a part of the parcel of land that the Dravo Equipment Company (the successor by merger of Dravo-Doyle Company, and Cal-Ore Machinery Company, both Pennsylvania corporations and Marks Tractor and Equipment Company, a Delaware Corporation, which merger became effective October 1, 1971) by their deed dated December 23, 1971 and recorded in Deed Book Volume 5044, Page 77 conveyed to the Duquesne Light Company and a part of the parcel of land that Dravo-Doyle Company by their deed dated October 22, 1942 and recorded in Deed Book Volume 2746, Page 452 conveyed to the Duquesne Light Company.



VICINITY MAP
SCALE: 1"=2000'

GENERAL NOTES

1.) The plan was prepared based on document research, current record deed plots, right-of-way maps (where applicable) and found right-of-way evidence. This plan is not a Plan of Survey nor has a field survey of the property boundaries been performed.

2.) The property is subject to all prior conveyances, easement, reservations and conditions recited in all prior conveyances.

3.) The U.S. Harbor Line is based on U.S. Army, Corps of Engineers Plan of Ohio River U.S. Harbor Lines, Abrogated 10-15-64, Approved by the Secretary of War on November 26,1941, and field located stations shown on the plan.

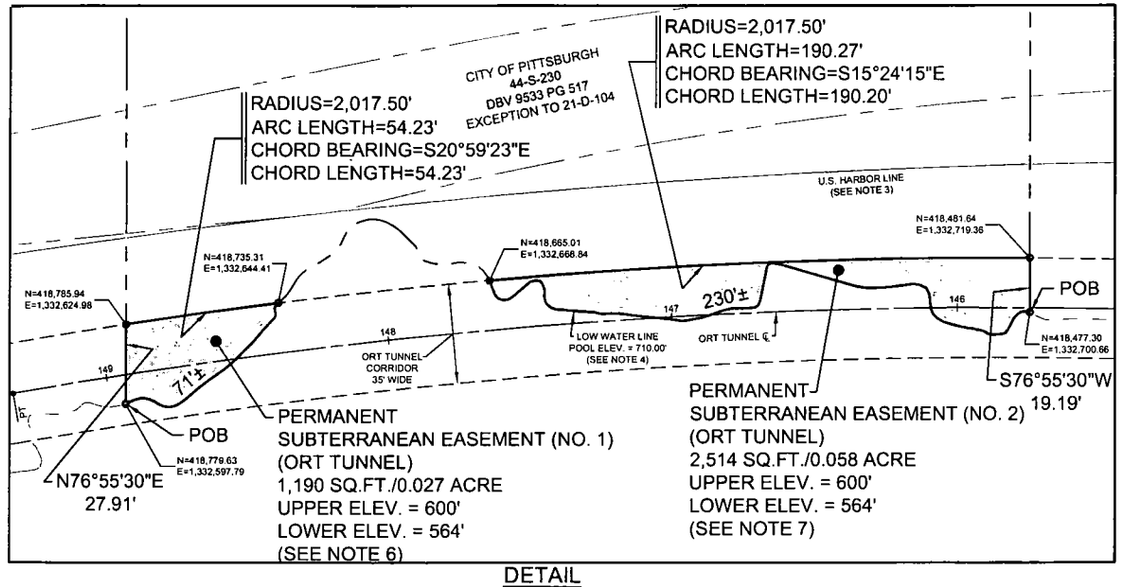
4.) The Low Water Line is based on U.S. Army, Corps of Engineers Plan of Ohio River U.S. Harbor Lines, Abrogated 10-15-64, Approved by the Secretary of War on November 26,1941, Pool Elevation of 710.00' and LiDAR information from Pennsylvania Spatial Data Access (PASDA), United States Geological Survey (USGS) dated 2020.

5.) Horizontal Datum is based on Pennsylvania State Plane Coordinate System, South Zone, NAD 1983 and Vertical Datum is based on North American Vertical Datum of 1988, NAVD 88.

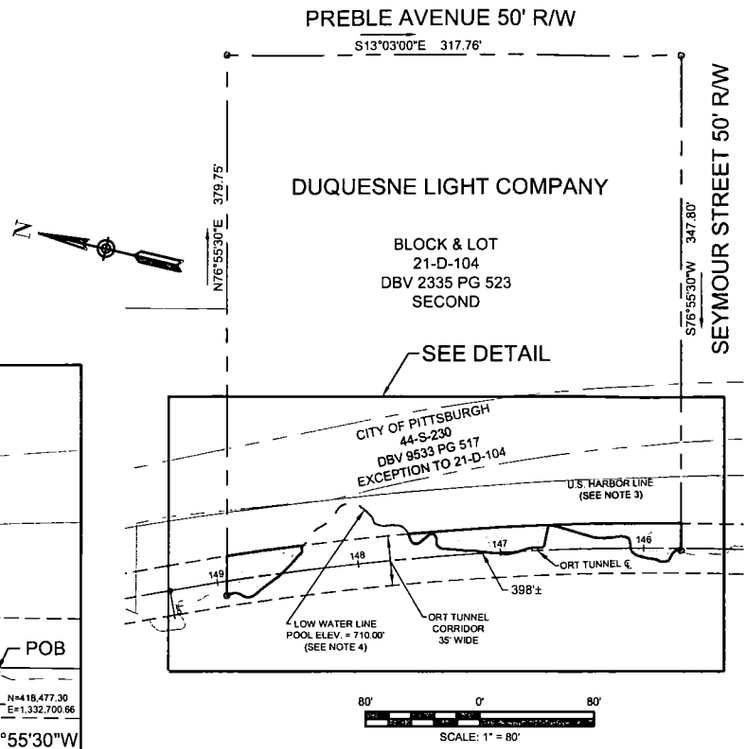
6.) The permanent subterranean easement contains the volume bounded by the projection of the metes and bounds described hereon (1,190 s.f.), and upper plane elevation of 600' and a lower plane elevation of 564'.

7.) The permanent subterranean easement contains the volume bounded by the projection of the metes and bounds described hereon (2,514 s.f.), and upper plane elevation of 600' and a lower plane elevation of 564'.

8.) Permanent subterranean easement or easements in the area(s) shown on the plan are hereto for work and operations necessary or convenient for ALCOSAN's planning, implementation, execution, construction, installation, and completion of the Project, across and the through the property.



DETAIL
40' 0' 40'
SCALE: 1" = 40'



Surveyed by: MBE	REVISION: REV No. / DATE / DESCRIPTION / APPV	I, Brody M. Tunno, a licensed Professional Land Surveyor in the Commonwealth of Pennsylvania, hereby certify, to the best of my knowledge, information and belief, that this plan is correct and has been surveyed and prepared by me or under my direct supervision. Brody M. Tunno, PLS #SU075482 — 04/12/2024 Date	mbe monaloh basin engineers Campbells Run Business Center 300 Business Center Drive, Suite 304 Pittsburgh, PA 15205 Office: 412-788-2433 Fax: 412-788-2295 www.mbe-eng.com
Drawn by: BPP			
Checked by: BMT			

COMMONWEALTH OF PENNSYLVANIA — BRODY M. TUNNO — LICENSED SURVEYOR — No. SU075482

alcosan — allegheny county sanitary authority

ARLETTA SCOTT WILLIAMS
EXECUTIVE DIRECTOR, ALCOSAN
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ALLEGHENY COUNTY SANITARY AUTHORITY
21ST WARD, CITY OF PITTSBURGH
COUNTY OF ALLEGHENY, PENNSYLVANIA

DUQUESNE LIGHT COMPANY
BLOCK & LOT 21-D-104
PERMANENT SUBTERRANEAN EASEMENT EXHIBIT

Contract:	S485
CAD File name:	3364-01 - 21-D-104 Easement Exhibit.dwg
Date:	04/12/2024
Sheet:	1 OF 1

FILE NAME: L:\3364\3364-01 - ORT Mon Nov 2\cad\06 Right-Of-Way\Cadd Files\Production Plans\Property Exhibits\Subsurface Easement Exhibits - 3364-01 - 21-D-104 Easement Exhibit.dwg LAST SAVED BY: BPITCHER PLOT DATE: 4/12/2024 12:27:11 PM

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Permanent Subterranean Easement
Parcel ID: 21-D-104

Permanent Subterranean Easement (No. 1) – ORT Tunnel

All that piece or parcel of land situate in the 21st Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, having boundaries comprised of two subterranean horizontal planes and three vertical planes so as to be a closed three dimensional shape, being more particularly described as follows:

The two horizontal planes, the first of which is at an elevation of 600 feet, and the second of which is at an elevation of 564 feet, both elevations as established by the North American Vertical Datum of 1988, each of which is bounded as follows:

Beginning at a point at the intersection of the northerly property line of Duquesne Light Company and the Low Water Line of the Ohio River (Pool Elevation 710.00').

Thence from said point of beginning along the northerly property line of Duquesne Light Company North 76°55'30" East a distance of 27.91' to a point at the intersection of the northerly property line of Duquesne Light Company and the easterly line of the Permanent Subterranean Easement;

Thence through the property of Duquesne Light Company along the easterly line of the Permanent Subterranean Easement by a curve to the right having a Radius of 2,017.50' and Arc Length of 54.23' and a Chord Bearing of South 20°59'23" East 54.23' to a point at the intersection of the easterly line of the Permanent Subterranean Easement and the Low Water Line of the Ohio River;

Thence along the Low Water Line of the Ohio River in a northwesterly direction by its various courses 71'± to a point, at the place of beginning.

Each said horizontal plane containing within its said bounds 1,190 Square Feet, or 0.027 Acre of area more or less.

The three vertical planes and lateral surfaces that connect the boundaries of the two horizontal planes described above as to fully enclose the three dimensional shape.

Being a part of the parcel of land that Equitable Real Estate Company by their deed dated December 31, 1927 and recorded in Deed Book Volume 2335, Page 523 conveyed to the Duquesne Light Company.

Permanent Subterranean Easement (No. 2) – ORT Tunnel

All that piece or parcel of land situate in the 21st Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, having boundaries comprised of two subterranean horizontal planes and three vertical planes so as to be a closed three dimensional shape, being more particularly described as follows:

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The two horizontal planes, the first of which is at an elevation of 600 feet, and the second of which is at an elevation of 564 feet, both elevations as established by the North American Vertical Datum of 1988, each of which is bounded as follows:

Beginning at a point at the intersection of the southerly property line of Duquesne Light Company and the Low Water Line of the Ohio River (Pool Elevation 710.00').

Thence from said point of beginning along the Low Water Line of the Ohio River in a northwesterly direction by its various courses 230'± to a point at the intersection of the Low Water Line of the Ohio River and the easterly line of the Permanent Subterranean Easement;

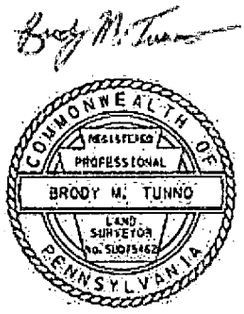
Thence through the property of Duquesne Light Company along the easterly line of the Permanent Subterranean Easement by a curve to the right having a Radius of 2,017.50' an Arc Length of 190.27' and a Chord Bearing of South 15°24'15" East 190.20' to a point at the intersection of the easterly line of the Permanent Subterranean Easement and the southerly property line of Duquesne Light Company;

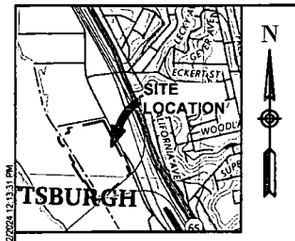
Thence along the southerly property line of Duquesne Light Company South 76°55'30" West a distance of 19.19' to a point, at the place of beginning,

Each said horizontal plane containing within its said bounds 2,514 Square Feet, or 0.058 Acre of area more or less.

The three vertical planes and lateral surfaces that connect the boundaries of the two horizontal planes described above as to fully enclose the three dimensional shape.

Being a part of the parcel of land that Equitable Real Estate Company by their deed dated December 31, 1927 and recorded in Deed Book Volume 2335, Page 523 conveyed to the Duquesne Light Company.





VICINITY MAP
SCALE: 1"=2000'

N

GENERAL NOTES

1.) The plan was prepared based on document research, current record deed plots, right-of-way maps (where applicable) and found right-of-way evidence. This plan is not a Plan of Survey nor has a field survey of the property boundaries been performed.

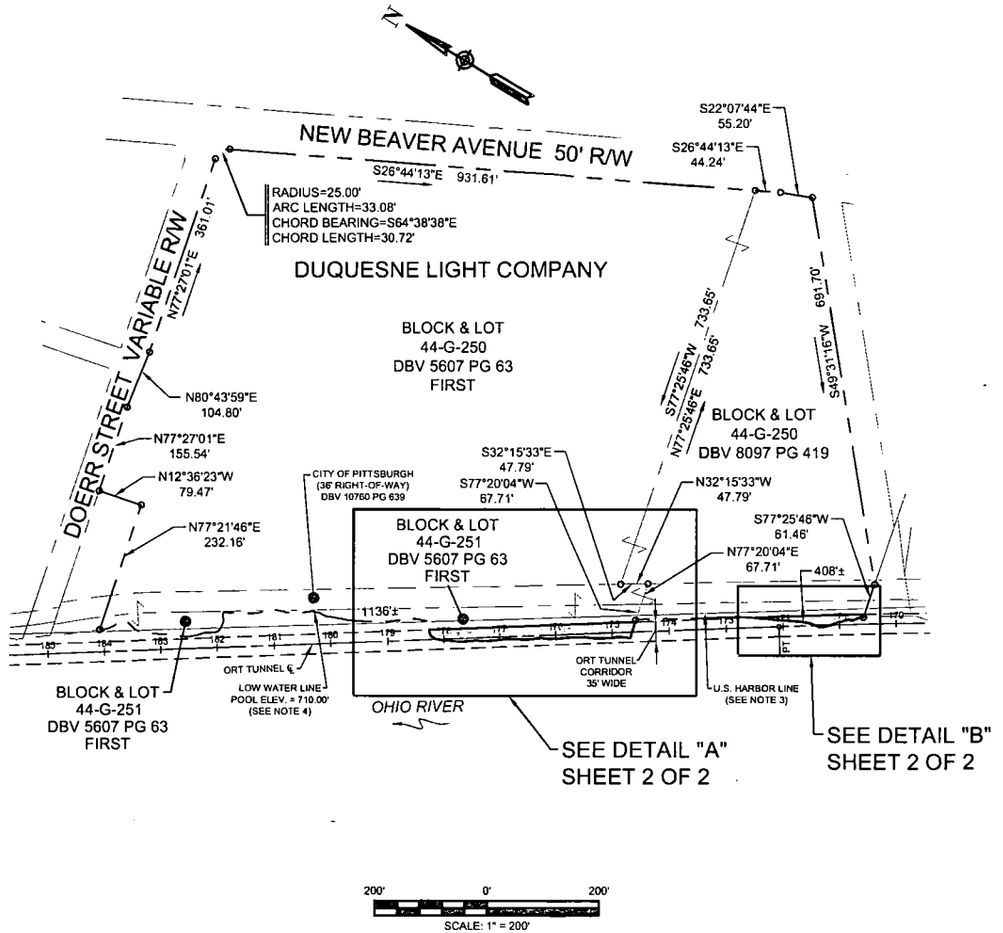
2.) The property is subject to all prior conveyances, easement, reservations and conditions recited in all prior conveyances.

3.) The U.S. Harbor Line is based on U.S. Army, Corps of Engineers Plan of Ohio River U.S. Harbor Lines, Abrogated 10-15-64, Approved by the Secretary of War on November 26,1941, and field located stations shown on the plan.

4.) The Low Water Line is based on U.S. Army, Corps of Engineers Plan of Ohio River U.S. Harbor Lines, Abrogated 10-15-64, Approved by the Secretary of War on November 26,1941, Pool Elevation of 710.00' and LiDAR information from Pennsylvania Spatial Data Access (PASDA), United States Geological Survey (USGS) dated 2020.

5.) Horizontal Datum is based on Pennsylvania State Plane Coordinate System, South Zone, NAD 1983 and Vertical Datum is based on North American Vertical Datum of 1988, NAVD 88.

6.) Permanent subterranean easement or easements in the area(s) shown on the plan are hereto for work and operations necessary or convenient for ALCOSAN's planning, implementation, execution, construction, installation, and completion of the Project, across and the through the property.



Surveyed by:	REVISION			
MBE	REV No.	DATE	DESCRIPTION	APPV.
Drawn by:				
BPP				
Checked by:				
BMT				

I, Brody M. Tunno, a licensed Professional Land Surveyor in the Commonwealth of Pennsylvania, hereby certify, to the best of my knowledge, information and belief, that this plan is correct and has been surveyed and prepared by me or under my direct supervision.

Brody M. Tunno, PLS #SU075462 — 04/12/2024 Date

mbe
monaloh basin engineers
Campbells Run Business Center
300 Business Center Drive, Suite 304
Pittsburgh, PA 15205
Office: 412-788-2433 Fax: 412-788-2295
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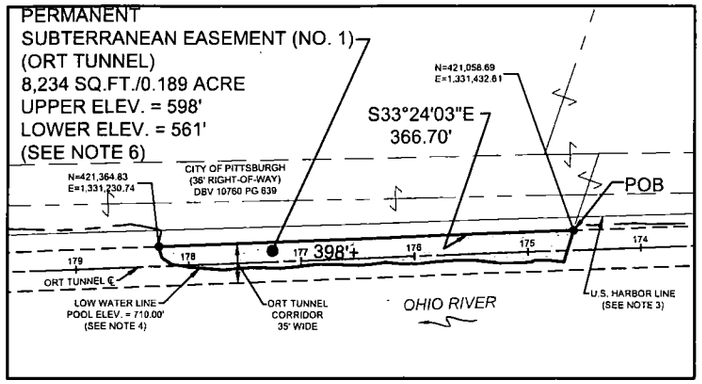
ALLEGHENY COUNTY SANITARY AUTHORITY
27TH WARD, CITY OF PITTSBURGH
COUNTY OF ALLEGHENY, PENNSYLVANIA

DUQUESNE LIGHT COMPANY
BLOCK & LOT 44-G-250 & 44-G-251
PERMANENT SUBTERRANEAN EASEMENT EXHIBIT

Contract:	S485
CAD File name:	3364-01 - 44-G-251 Easement Exhibit.dwg
Date:	04/12/2024
Sheet:	1 OF 2

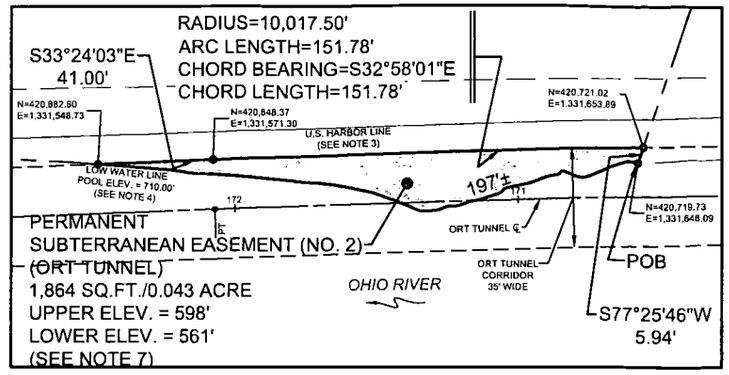
FILE NAME: L:\3364\3364-01 - ORT Mott MacDonald\06 Right-Of-Way\Cadd Files\Production Plans\Property Exhibits\Subsurface Easement Exhibits - 3364-01 - 44-G-251 Easement Exhibit LAST SAVED BY: BPITCHER PLOT DATE: 4/12/2024 12:13:31 PM



DETAIL A

100' 0' 100'

SCALE: 1" = 100'



DETAIL B

40' 0' 40'

SCALE: 1" = 40'

GENERAL NOTES

1.) The plan was prepared based on document research, current record deed plots, right-of-way maps (where applicable) and found right-of-way evidence. This plan is not a Plan of Survey nor has a field survey of the property boundaries been performed.

2.) The property is subject to all prior conveyances, easement, reservations and conditions recited in all prior conveyances.

3.) The U.S. Harbor Line is based on U.S. Army, Corps of Engineers Plan of Ohio River U.S. Harbor Lines, Abrogated 10-15-64, Approved by the Secretary of War on November 26,1941, and field located stations shown on the plan.

4.) The Low Water Line is based on U.S. Army, Corps of Engineers Plan of Ohio River U.S. Harbor Lines, Abrogated 10-15-64, Approved by the Secretary of War on November 26,1941, Pool Elevation of 710.00' and LiDAR information from Pennsylvania Spatial Data Access (PASDA), United States Geological Survey (USGS) dated 2020.

5.) Horizontal Datum is based on Pennsylvania State Plane Coordinate System, South Zone, NAD 1983 and Vertical Datum is based on North American Vertical Datum of 1988, NAVD 88.

6.) The permanent subterranean easement contains the volume bounded by the projection of the metes and bounds described hereon (8,234 s.f.), and upper plane elevation of 598' and a lower plane elevation of 561'.

7.) The permanent subterranean easement contains the volume bounded by the projection of the metes and bounds described hereon (1,864 s.f.), and upper plane elevation of 598' and a lower plane elevation of 561'.

8.) Permanent subterranean easement or easements in the area(s) shown on the plan are hereto for work and operations necessary or convenient for ALCOSAN's planning, implementation, execution, construction, installation, and completion of the Project, across and the through the property.

FILE NAME: L:\3364-03\3364-01 - ORT Mon MacDonald\00 Right-Of-Way\Cadd Files\Production Plans\Property Exhibits\Subsurface Easement Exhibits - 3364-01 - 44-G-251 Easement Exhibit LAST SAVED BY: BPITCHER PLOT DATE: 4/12/2024 12:19:33 PM

Surveyed by:	REVISION			
MBE	REV No.	DATE	DESCRIPTION	APPV
Drawn by:				
BPP				
Checked by:				
BMT				

I, Brody M. Tunno, a licensed Professional Land Surveyor in the Commonwealth of Pennsylvania, hereby certify, to the best of my knowledge, information and belief, that this plan is correct and has been surveyed and prepared by me or under my direct supervision.

Brody M. Tunno, PLS #SU075462 — Date: 04/12/2024

mbe monaloh basin engineers
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ALLEGHENY COUNTY SANITARY AUTHORITY
27TH WARD, CITY OF PITTSBURGH
COUNTY OF ALLEGHENY, PENNSYLVANIA

DUQUESNE LIGHT COMPANY

BLOCK & LOT 44-G-250 & 44-G-251

PERMANENT SUBTERRANEAN EASEMENT EXHIBIT

Contract:	S485
CAD File name:	3364-01 - 44-G-251 Easement Exhibit.dwg
Date:	04/12/2024
Sheet:	2 OF 2

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Permanent Subterranean Easement
Parcel ID: 44-G-250 / 44-G-251

Permanent Subterranean Easement (No. 1) – ORT Tunnel

All that piece or parcel of land situate in the 27th Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, having boundaries comprised of two subterranean horizontal planes and two vertical planes so as to be a closed three dimensional shape, being more particularly described as follows:

The two horizontal planes, the first of which is at an elevation of 598 feet, and the second of which is at an elevation of 561 feet, both elevations as established by the North American Vertical Datum of 1988, each of which is bounded as follows:

Beginning at a point at the intersection of the Low Water Line of the Ohio River (Pool Elevation 710.00') and the easterly line of the Permanent Subterranean Easement.

Thence from said point of beginning along the Low Water Line of the Ohio River in a northwesterly direction by its various courses 398'± to a point at the intersection of the Low Water Line of the Ohio River and the easterly line of the Permanent Subterranean Easement;

Thence through the lands of Duquesne Light Company along the easterly line of the Permanent Subterranean Easement South 33°24'03" East a distance of 366.70' to a point, at the place of beginning.

Each said horizontal plane containing within its said bounds 8,234 Square Feet, or 0.189 Acre of area more or less.

The two vertical planes and lateral surfaces that connect the boundaries of the two horizontal planes described above as to fully enclose the three dimensional shape.

Being a part of the parcel of land that the Urban Redevelopment Authority of Pittsburgh by their deed dated March 30, 1976 and recorded in Deed Book Volume 5607, Page 63 conveyed to the Duquesne Light Company.

Permanent Subterranean Easement (No. 2) – ORT Tunnel

All that piece or parcel of land situate in the 27th Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, having boundaries comprised of two subterranean horizontal planes and four vertical planes so as to be a closed three dimensional shape, being more particularly described as follows:

The two horizontal planes, the first of which is at an elevation of 598 feet, and the second of which is at an elevation of 561 feet, both elevations as established by the North American Vertical Datum of 1988, each of which is bounded as follows:

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Permanent Subterranean Easement
Parcel ID: 44-G-250 / 44-G-251

Beginning at a point at the intersection of the southerly property line of Duquesne Light Company and the Low Water Line of the Ohio River (Pool Elevation 710.00').

Thence from said point of beginning along the Low Water Line of the Ohio River in northwesterly direction by its various courses 197'± to a point at the intersection of the Low Water Line of the Ohio River and the easterly line of the Permanent Subterranean Easement;

Thence through the lands of Duquesne Light Company along the easterly line of the Permanent Subterranean Easement South 33°24'03" East a distance of 41.00' to a point of curvature;

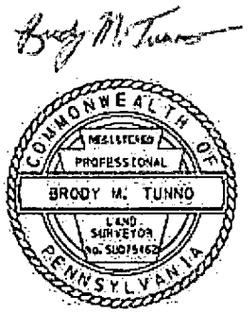
Thence continuing along the easterly line of the Permanent Subterranean Easement by a curve to the right having a Radius of 10,017.50; an Arc Length of 151.78' and a Chord Bearing of South 32°58'01" East 151.78' to a point at the intersection of the easterly line of the Permanent Subterranean Easement and the southerly property line of Duquesne Light Company;

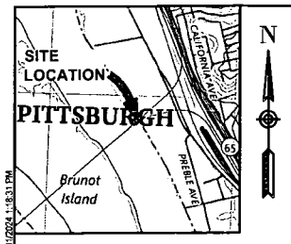
Thence along the southerly property line of Duquesne Light Company South 77°25'46" West a distance of 5.94' to a point, at the place of beginning.

Each said horizontal plane containing within its said bounds 1,864 Square Feet, or 0.043 Acre of area more or less.

The four vertical planes and lateral surfaces that connect the boundaries of the two horizontal planes described above as to fully enclose the three dimensional shape.

Being a part of the parcel of land that the Allegheny Drop Forge Company by their deed dated September 13, 1989 and recorded in Deed Book Volume 8097, Page 419 conveyed to the Duquesne Light Company.





VICINITY MAP
SCALE: 1"=2000'

GENERAL NOTES

1.) The plan was prepared based on document research, current record deed plots, right-of-way maps (where applicable) and found right-of-way evidence. This plan is not a Plan of Survey nor has a field survey of the property boundaries been performed.

2.) The property is subject to all prior conveyances, easement, reservations and conditions recited in all prior conveyances.

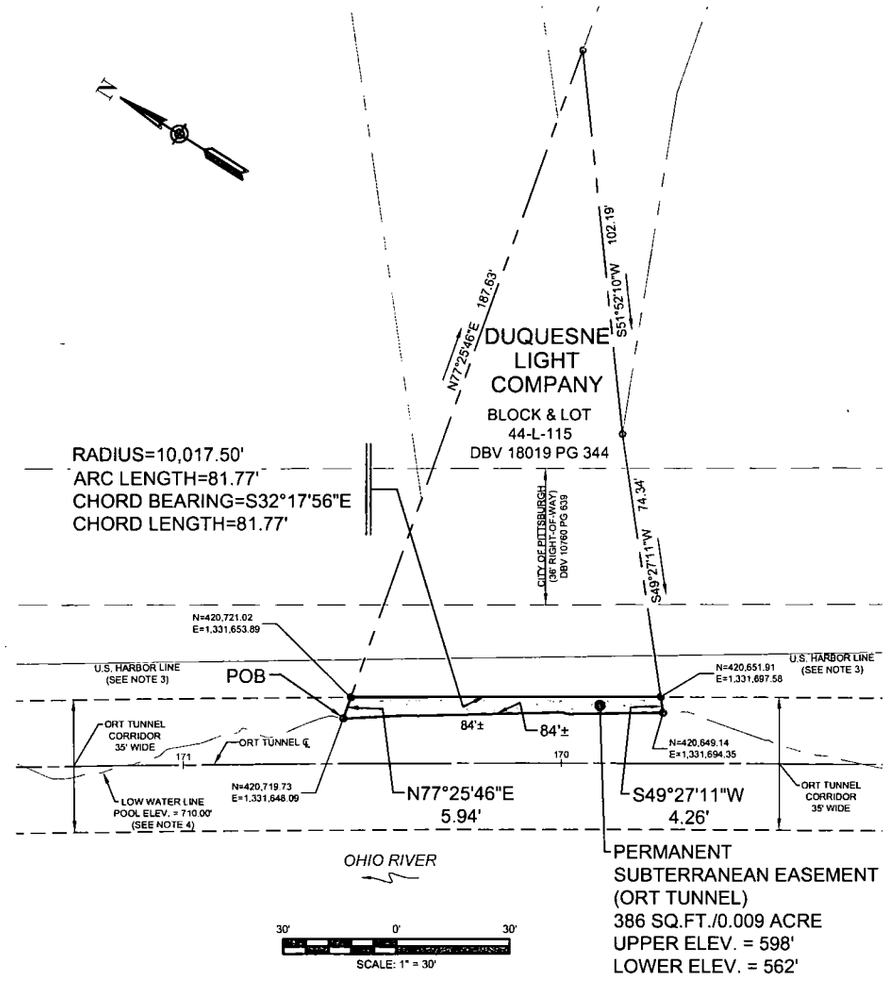
3.) The U.S. Harbor Line is based on U.S. Army, Corps of Engineers Plan of Ohio River U.S. Harbor Lines, Abrogated 10-15-64, Approved by the Secretary of War on November 26,1941, and field located stations shown on the plan.

4.) The Low Water Line is based on U.S. Army, Corps of Engineers Plan of Ohio River U.S. Harbor Lines, Abrogated 10-15-64, Approved by the Secretary of War on November 26,1941, Pool Elevation of 710.00' and LiDAR information from Pennsylvania Spatial Data Access (PASDA), United States Geological Survey (USGS) dated 2020.

5.) Horizontal Datum is based on Pennsylvania State Plane Coordinate System, South Zone, NAD 1983 and Vertical Datum is based on North American Vertical Datum of 1988, NAVD 88.

6.) The permanent subterranean easement contains the volume bounded by the projection of the metes and bounds described hereon (386 s.f.), and upper plane elevation of 598' and a lower plane elevation of 562'.

7.) Permanent subterranean easement or easements in the area(s) shown on the plan are hereto for work and operations necessary or convenient for ALCOSAN's planning, implementation, execution, construction, installation, and completion of the Project, across and the through the property.



Surveyed by: MBE	REVISION: REV No. / DATE / DESCRIPTION / APPV	I, Brody M. Tunno, a licensed Professional Land Surveyor in the Commonwealth of Pennsylvania, hereby certify, to the best of my knowledge, information and belief, that this plan is correct and has been surveyed and prepared by me or under my direct supervision. Brody M. Tunno, PLS #SU075462 — 05/31/2024 Date	mbe monaloh basin engineers; Campbells Run Business Center; 300 Business Center Drive, Suite 304; Pittsburgh, PA 15205; Office: 412-788-2433 Fax: 412-788-2295; www.mbe-eng.com	ARLETTA SCOTT WILLIAMS, EXECUTIVE DIRECTOR, ALCOSAN; 3300 PREBLE AVE. PITTSBURGH, PENNSYLVANIA PITTSBURGH, PA 15233 (412) 766-4810; www.alcosan.org	ALLEGHENY COUNTY SANITARY AUTHORITY; 27TH WARD, CITY OF PITTSBURGH; COUNTY OF ALLEGHENY, PENNSYLVANIA; DUQUESNE LIGHT COMPANY; BLOCK & LOT 44-L-115; PERMANENT SUBTERRANEAN EASEMENT EXHIBIT	Contract: S485; CAD File name: 3364-01- 44-L-115 Easement Exhibit.dwg; Date: 05/31/2024; Sheet: 1 OF 1
Drawn by: BPP						
Checked by: BMT						

FILE NAME: I:\3364\3364-01 - ORT Mon Hoe Dore\#008 Right-Of-Way\Cadd Files\Property Exhibits\Surface Easement Exhibits - 3364-01 - 44-L-115 Easement Exhibit LAST SAVED BY: BPITCHER PLOT DATE: 5/31/2024 1:18:31 PM

mbe
monaloh basin
engineers

Permanent Subterranean Easement
Parcel ID: 44-L-115

Permanent Subterranean Easement – ORT Tunnel

All that piece or parcel of land situate in the 27th Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, having boundaries comprised of two subterranean horizontal planes and four vertical planes so as to be a closed three dimensional shape, being more particularly described as follows:

The two horizontal planes, the first of which is at an elevation of 598 feet, and the second of which is at an elevation of 562 feet, both elevations as established by the North American Vertical Datum of 1988, each of which is bounded as follows:

Beginning at a point at the intersection of the Low Water Line of the Ohio River (Pool Elevation 710.00') and the northerly property line of Norfolk Southern Railway.

Thence from said point of beginning along the northerly property line of Norfolk Southern Railway North 77°25'46" East a distance of 5.94' to a point at the intersection of the northerly property line of Norfolk Southern Railway and the easterly line of the Permanent Subterranean Easement;

Thence through the lands of Norfolk Southern Railway along the easterly line of the Permanent Subterranean Easement by a curve to the right having a Radius of 10,017.50' an Arc Length of 81.77' and a Chord Bearing of South 32°17'56" East 81.77' to a point at the intersection of the easterly line of the Permanent Subterranean Easement and the southerly property line of Norfolk Southern Railway;

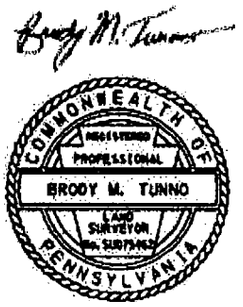
Thence along the southerly property line of Norfolk Southern Railway South 49°27'11" West a distance of 4.26' to a point at the intersection of the southerly property line of Norfolk Southern Railway and the Low Water Line of the Ohio River;

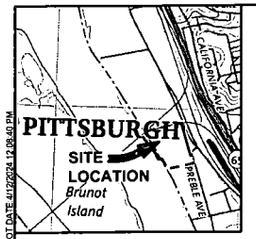
Thence in a northerly direction along the Low Water Line of the Ohio River by its various courses 84'± to a point, at the place of beginning.

Each said horizontal plane containing within its said bounds 386 Square Feet, or 0.009 Acre of area, more or less.

The four vertical planes and lateral surfaces that connect the boundaries of the two horizontal planes described above as to fully enclose the three dimensional shape.

Being part of Block & Lot number 44-L-115, conveyed to Norfolk Southern Railway, as shown on Railroad Val Map # V22 Penna 2.





VICINITY MAP
SCALE: 1"=2000'

GENERAL NOTES

1.) The plan was prepared based on document research, current record deed plots, right-of-way maps (where applicable) and found right-of-way evidence. This plan is not a Plan of Survey nor has a field survey of the property boundaries been performed.

2.) The property is subject to all prior conveyances, easement, reservations and conditions recited in all prior conveyances.

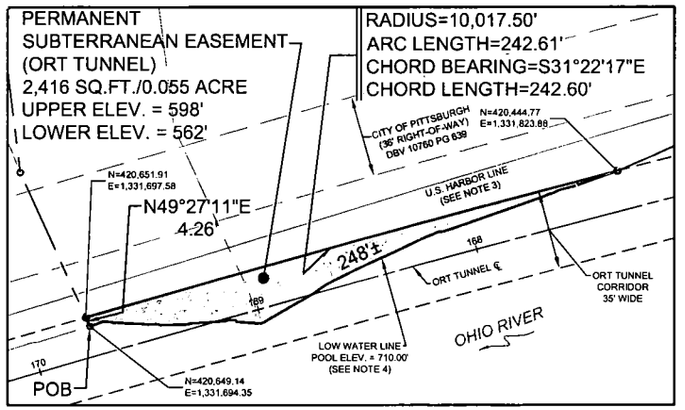
3.) The U.S. Harbor Line is based on U.S. Army, Corps of Engineers Plan of Ohio River U.S. Harbor Lines, Abrogated 10-15-64, Approved by the Secretary of War on November 26,1941, and field located stations shown on the plan.

4.) The Low Water Line is based on U.S. Army, Corps of Engineers Plan of Ohio River U.S. Harbor Lines, Abrogated 10-15-64, Approved by the Secretary of War on November 26,1941, Pool Elevation of 710.00' and LiDAR information from Pennsylvania Spatial Data Access (PASDA), United States Geological Survey (USGS) dated 2020.

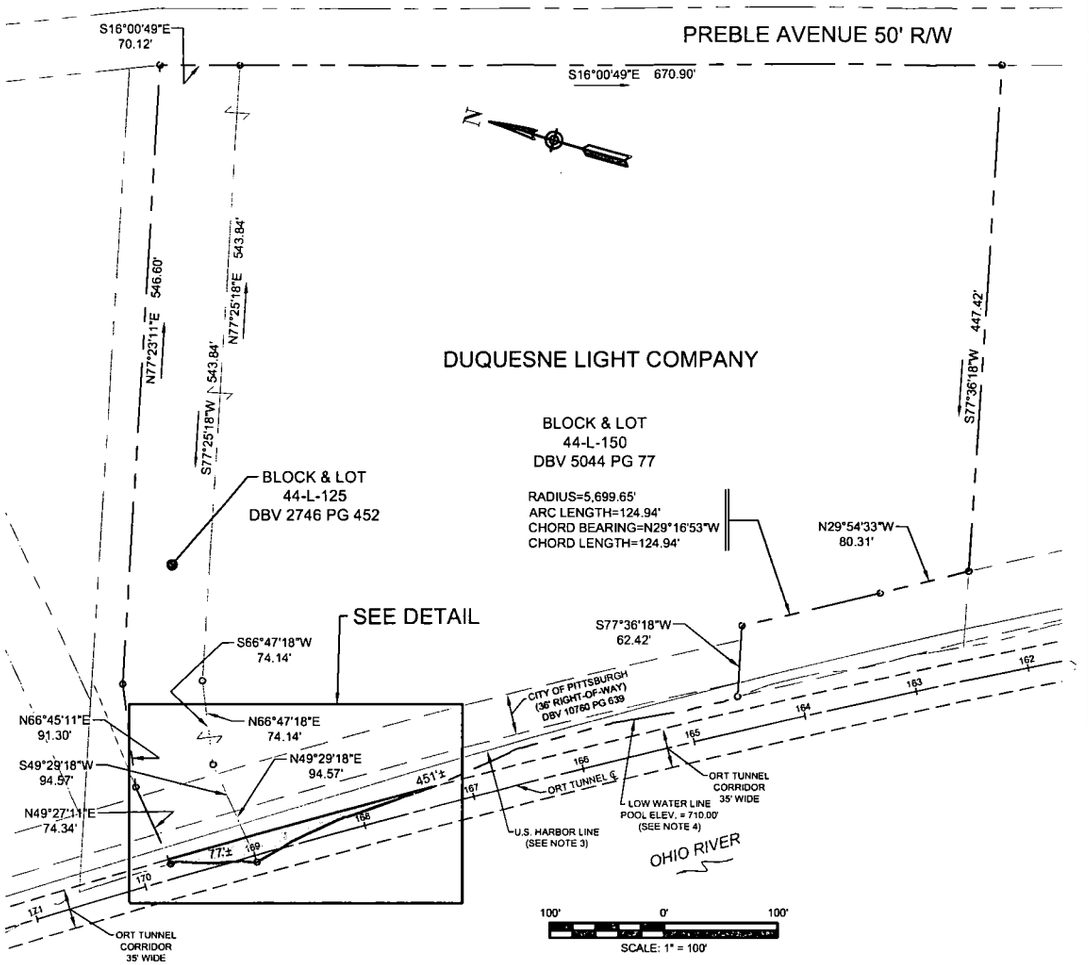
5.) Horizontal Datum is based on Pennsylvania State Plane Coordinate System, South Zone, NAD 1983 and Vertical Datum is based on North American Vertical Datum of 1988, NAVD 88.

6.) The permanent subterranean easement contains the volume bounded by the projection of the metes and bounds described hereon (2,416 s.f.), and upper plane elevation of 598' and a lower plane elevation of 562'.

7.) Permanent subterranean easement or easements in the area(s) shown on the plan are hereto for work and operations necessary or convenient for ALCOSAN's planning, implementation, execution, construction, installation, and completion of the Project, across and the through the property.



DETAIL
50' 0' 50'
SCALE: 1" = 50'



Surveyed by:	MBE	REVISION	
Drawn by:	BPP	REV No. / DATE / DESCRIPTION / APPV	
Checked by:	BMT		

I, Brody M. Tunno, a licensed Professional Land Surveyor in the Commonwealth of Pennsylvania, hereby certify, to the best of my knowledge, information and belief, that this plan is correct and has been surveyed and prepared by me or under my direct supervision.

Brody M. Tunno, PLS #SU075462 — 04/12/2024 Date

mbe monaloh basin engineers
Campbells Run Business Center
300 Business Center Drive, Suite 304
Pittsburgh, PA 15205
Office: 412-788-2433 Fax: 412-788-2295
www.mbe-eng.com

ARLETTA SCOTT WILLIAMS
EXECUTIVE DIRECTOR, ALCOSAN
3300 PREBLE AVE.
PITTSBURGH, PENNSYLVANIA
PITTSBURGH, PA 15233
(412) 766-4810
www.alcosan.org

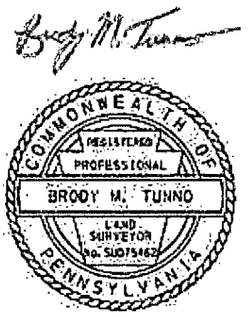
ALLEGHENY COUNTY SANITARY AUTHORITY
27TH WARD, CITY OF PITTSBURGH
COUNTY OF ALLEGHENY, PENNSYLVANIA

DUQUESNE LIGHT COMPANY
BLOCK & LOT 44-L-125 & 44-L-150
PERMANENT SUBTERRANEAN EASEMENT EXHIBIT

Contract:	S485
CAD File name:	3364-01 - 44-L-125 - 44-L-150 Easement Exhibit.dwg
Date:	04/12/2024
Sheet:	1 OF 1

PLOT DATE: 4/12/2024 12:08:40 PM LAST SAVED BY: BPITCHER
FILE NAME: I:\3364\3364-01 - ORT Mott Mac\Drawings\09 Right-Of-Way\CadD Files\Production Files\Property Exhibits\Subsurface Easement Exhibits - 3364-01 - 44-L-125 - 44-L-150 Easement Exhibit

mbe
monaloh basin
engineers



Permanent Subterranean Easement
Parcel ID: 44-L-125 / 44-L-150

Permanent Subterranean Easement – ORT Tunnel

All that piece or parcel of land situate in the 27th Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, having boundaries comprised of two subterranean horizontal planes and three vertical planes so as to be a closed three dimensional shape, being more particularly described as follows:

The two horizontal planes, the first of which is at an elevation of 598 feet, and the second of which is at an elevation of 562 feet, both elevations as established by the North American Vertical Datum of 1988, each of which is bounded as follows:

Beginning at a point at the intersection of the northerly property line of Duquesne Light Company and the Low Water Line of the Ohio River (Pool Elevation 710.00').

Thence from said point of beginning along the northerly property line of Duquesne Light Company North 49°27'11" East a distance of 4.26' to a point at the intersection of the northerly property line of Duquesne Light Company and the easterly line of the Permanent Subterranean Easement;

Thence through the lands of Duquesne Light Company along the easterly line of the Permanent Subterranean Easement by a curve to the right having a Radius of 10,017.50' an Arc Length of 242.61' and a Chord Bearing of South 31°22'17" East 242.60' to a point at the intersection of the easterly line of the Permanent Subterranean Easement and the Low Water Line of the Ohio River;

Thence along the Low Water Line of the Ohio River in a northwesterly direction by its various courses 248'± to a point, at the place of beginning.

Each said horizontal plane containing within its said bounds 2,416 Square Feet, or 0.055 Acre of area more or less.

The three vertical planes and lateral surfaces that connect the boundaries of the two horizontal planes described above as to fully enclose the three dimensional shape.

Being a part of the parcel of land that the Dravo Equipment Company (the successor by merger of Dravo-Doyle Company, and Cal-Ore Machinery Company, both Pennsylvania corporations and Marks Tractor and Equipment Company, a Delaware Corporation, which merger became effective October 1, 1971) by their deed dated December 23, 1971 and recorded in Deed Book Volume 5044, Page 77 conveyed to the Duquesne Light Company and a part of the parcel of land that Dravo-Doyle Company by their deed dated October 22, 1942 and recorded in Deed Book Volume 2746, Page 452 conveyed to the Duquesne Light Company.

Exhibit C
Declaration of Taking

BOND

[See Attachment]

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION

IN RE: CONDEMNATION BY THE ALLEGHENY COUNTY SANITARY AUTHORITY OF PERMANENT SUBTERRANEAN EASEMENTS ON PORTIONS OF PARCELS OF PROPERTY LOCATED IN THE CITY OF PITTSBURGH, 27TH WARD, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, CURRENTLY IDENTIFIED AS PARCEL ID NOS. 44-G-250, 44-G-251, 44-L-115, 44-L-125, AND 44-L-150, AND IN THE CITY OF PITTSBURGH, 21ST WARD, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, CURRENTLY IDENTIFIED AS PARCEL ID NO. 21-D-104, FOR THE CLEAN WATER PLAN CONDEMNEES: DUQUESNE LIGHT COMPANY AND ANY OTHER PERSON FOUND TO HAVE AN INTEREST IN THE PROPERTY CONDEMNED	:	No. GD _____ IN REM EMINENT DOMAIN

BOND

KNOW ALL MEN BY THESE PRESENTS that the Allegheny County Sanitary Authority, a municipal authority existing and empowered by the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. § 5601, *et seq.*, is held firmly bound to the Commonwealth of Pennsylvania for the use and benefit of the owner or owners of the property interests condemned by a Declaration of Taking filed, or to be filed, in the above-named Court, and under the above caption, and pay such damages as shall be determined by law.

Now the condition of this obligation is such that if the Allegheny County Sanitary Authority shall pay to the said owner or owners of the property interests condemned such damages as shall be determined by law, this obligation shall be void; otherwise to be and remain in full force and effect.

Sealed with the official seal of the said Authority and dated this 28th day of March, 2025.

ATTEST:

Kimberly Kennedy

ALLEGHENY COUNTY SANITARY AUTHORITY

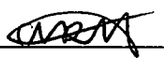
By: _____

Arletta Willliams, Executive Director

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Cou*rts that require filing confidential information and documents differently than non-confidential information and documents.

Submitted by: Anna R. Hosack, Esquire

Signature: 

Name: Anna R. Hosack, Esquire

Attorney No. (if applicable): 332057

CERTIFICATE OF SERVICE

I, Anna R. Hosack, certify that, pursuant to Sections 305(a) and (b) of the Eminent Domain Code, 26 Pa.C.S. § 305(a) (b), within 30 days of the date set forth below, written notice of the filing of this DECLARATION OF TAKING will be served by registered mail upon the following:

Duquesne Light Company
1800 Seymour Street
Pittsburgh, PA 15233

City of Pittsburgh
414 Grant Street
Pittsburgh, PA 15219

Date: 4/1/25

By: _____
Anna R. Hosack, Esquire

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION

IN RE: CONDEMNATION BY THE ALLEGHENY COUNTY SANITARY AUTHORITY OF PERMANENT SUBTERRANEAN EASEMENTS ON PORTIONS OF PARCELS OF PROPERTY LOCATED IN THE CITY OF PITTSBURGH, 27TH WARD, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, (BLOCK AND LOT NOS. 44-G-250, 44-G-251, 44-L-115, 44-L-125, AND 44-L-150) AND IN THE CITY OF PITTSBURGH, 21ST WARD, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, (BLOCK AND LOT NO. 21-D-104) FOR THE CLEAN WATER PLAN	:	NO. GD -25-003556
	:	IN REM
	:	EMINENT DOMAIN
	:	**MEMORANDUM OF RECORDING NOTICE OF CONDEMNATION**
	:	Code:
	:	Filed on behalf of: ALLEGHENY COUNTY SANITARY AUTHORITY
	:	Counsel of Record for this Party:
CONDEMNEE(S): DUQUESNE LIGHT COMPANY AND ANY OTHER PERSON FOUND TO HAVE AN INTEREST IN THE PROPERTY CONDEMNED	:	ALYSSA E. GOLFIERI, ESQUIRE Pa. I.D. # 314369 MICHAEL T. KORNS, ESQUIRE Pa. I.D. # 203742 ANNA R. HOSACK, ESQUIRE Pa. I.D. # 332057 BABST, CALLAND, CLEMENTS & ZOMNIR, P.C. Pa. Firm No. 812 Two Gateway Center 603 Stanwix Street, 6th Floor Pittsburgh, PA 15222 (412) 394-5400

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY,PENNSYLVANIA
CIVIL DIVISION

IN RE: CONDEMNATION BY THE ALLEGHENY COUNTY SANITARY AUTHORITY OF PERMANENT SUBTERRANEAN EASEMENTS ON PORTIONS OF PARCELS OF PROPERTY LOCATED IN THE CITY OF PITTSBURGH, 27TH WARD, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, (BLOCK AND LOT NOS. 44-G-250, 44-G-251, 44-L-115, 44-L-125, AND 44-L-150) AND IN THE CITY OF PITTSBURGH, 21ST WARD, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, (BLOCK AND LOT NO. 21-D-104) FOR THE CLEAN WATER PLAN	:	No. GD-25-003556 IN REM EMINENT DOMAIN

CONDEMNEE(S): DUQUESNE LIGHT COMPANY AND ANY OTHER PERSON FOUND TO HAVE AN INTEREST IN THE PROPERTY CONDEMNED

MEMORANDUM OF RECORDING NOTICE OF CONDEMNATION

In accordance with Section 304(b)(4) of the Eminent Domain Code, 26 Pa. C.S. § 304(b)(4), a Notice of Condemnation was recorded on April 1, 2025, in the Allegheny County Department of Real Estate, Pennsylvania, as Instrument Number 2025-7683 setting forth: (a) the court term, number, and date of filing of the Declaration of Taking, (b) description or plan of the property condemned sufficient for identification, and (c) the name of the owner of the property interests condemned, as reasonably known to the condemnor.

ALLEGHENY COUNTY SANITARY AUTHORITY

Dated: April 17, 2025

By: _____

Anna R. Hosack, Esquire
Babst Calland Clements and Zomnir, P.C.
Two Gateway Center, 6th Floor
Pittsburgh, PA 15222
(412) 394-5400
(412) 394-6576 (facsimile)
ahosack@babstcalland.com

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Cou*rts that require filing confidential information and documents differently than non-confidential information and documents.

Submitted by: Anna R. Hosack, Esquire

Signature:

Name: Anna R. Hosack, Esquire

Attorney No. (if applicable): 332057

CERTIFICATE OF SERVICE

I, Anna R. Hosack, certify that on the date set forth below, written notice of the filing of this MEMORANDUM OF RECORDING NOTICE OF CONDEMNATION will be served by registered mail upon the following:

Duquesne Light Company
1800 Seymour Street
Pittsburgh, PA 15233

City of Pittsburgh
414 Grant Street
Pittsburgh, PA 15219

Date: April 17, 2025

By: _____
Anna R. Hosack, Esquire

606965 DRE Certified
26-Nov-2024 03:42P\Int By: Angela Gans

AFTER RECORDATION, RETURN TO:
Alyssa E. Golfieri, Esquire
Babst Calland Clements and Zomnir, P.C.
Two Gateway Center
603 Stanwix Street, 6th Floor
Pittsburgh, PA 15222
(412) 394-5400

ORT ADDENDUM 3
Section 01 32 13
Attachment 2.2
(18 Pages)

NOTICE OF CONDEMNATION

CONDEMNATION BY THE ALLEGHENY COUNTY SANITARY AUTHORITY OF A PORTION OF AN UNASSESSED PARCEL OF PROPERTY LOCATED IN THE CITY OF PITTSBURGH, 27TH WARD, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, FOR THE CLEAN WATER PLAN. CONDEMNEE(S) CONSIST OF ANY PERSON FOUND TO HAVE AN INTEREST IN THE PROPERTY CONDEMNED.

In accordance with Section 304 of the Eminent Domain Code, 26 Pa. C.S. § 304, notice is hereby given that on this 26th day of November, 2024, the Allegheny County Sanitary Authority filed a Declaration of Taking (the "Declaration"), a true and correct copy of which is attached hereto and made a part hereof as **Attachment "A"**, with the Allegheny County Department of Court Records at GD-24-013916 captioned as follow:

> **IN RE: CONDEMNATION BY THE ALLEGHENY COUNTY SANITARY AUTHORITY OF A PORTION OF AN UNASSESSED PARCEL OF PROPERTY LOCATED IN THE CITY OF PITTSBURGH, 27TH WARD, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, FOR THE CLEAN WATER PLAN.**

The Declaration permanently condemns a portion of the property described as follows in the Declaration and as otherwise shown, in a manner sufficient for its identification, on the plan attached to the Declaration: **A PORTION OF AN UNASSESSED PARCEL OF PROPERTY SITUATE IN THE 27TH WARD OF THE CITY OF PITTSBURGH, ALLEGHENY COUNTY.**

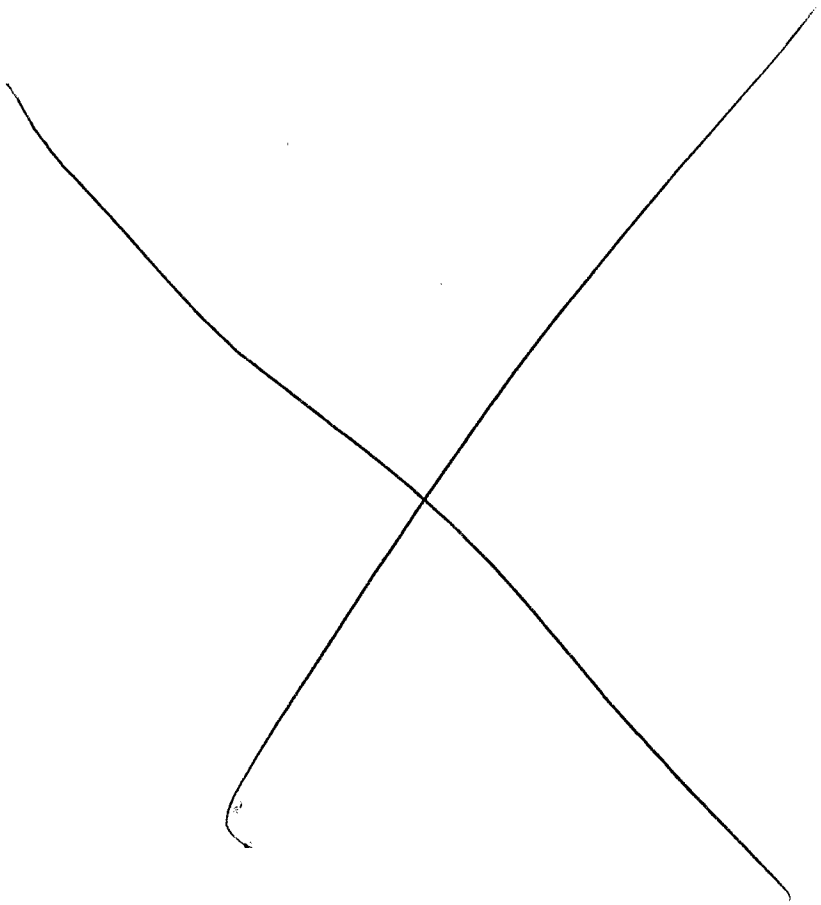
The owner(s) of the property subject to this condemnation and any lienholder(s) of record are unknown.

ALLEGHENY COUNTY SANITARY AUTHORITY

Dated: 11/26/2024

By: _____

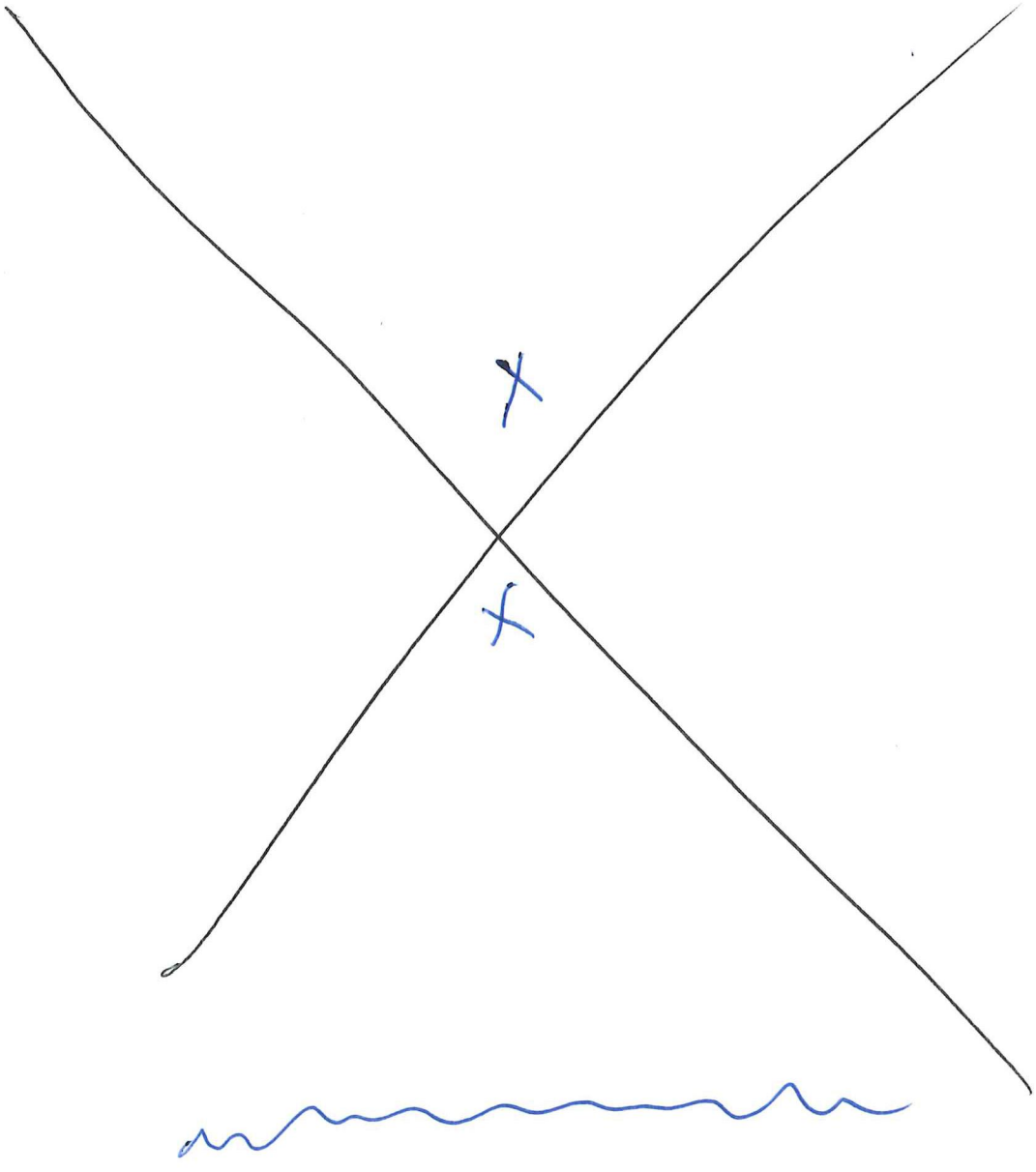
Anna R. Hosack, Esquire
Babst Calland Clements and Zomnir, P.C.
Two Gateway Center
603 Stanwix Street 6th Floor
Pittsburgh, PA 15222
(412) 394-5400
(412) 394-6576 (facsimile)



Attachment A
Notice of Condemnation

DECLARATION OF TAKING

[See Attachment]



IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

IN RE: CONDEMNATION BY THE ALLEGHENY COUNTY SANITARY AUTHORITY OF A PORTION OF AN UNASSESSED PARCEL OF PROPERTY LOCATED IN THE CITY OF PITTSBURGH, 27TH WARD, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, FOR THE CLEAN WATER PLAN	:	CIVIL DIVISION No. GD 24-013916 IN REM EMINENT DOMAIN **DECLARATION OF TAKING**
CONDEMNEES: ANY PERSON FOUND TO HAVE AN INTEREST IN THE PROPERTY CONDEMNED	:	Code: Filed on behalf of: ALLEGHENY COUNTY SANITARY AUTHORITY Counsel of Record for this Party: ALYSSA E. GOLFIERI, ESQUIRE Pa. I.D. # 314369 MICHAEL T. KORNS, ESQUIRE Pa. I.D. # 203742 ANNA R. HOSACK, ESQUIRE Pa. I.D. # 332057 BABST, CALLAND, CLEMENTS & ZOMNIR, P.C. Pa. Firm No. 812 Two Gateway Center 603 Stanwix Street, 6th Floor Pittsburgh, PA 15222 (412) 394-5400

FILED
2024 NOV 26 PM 3:09
DEPT OF COURT RECORDS
CIVIL/FAMILY DIVISION
ALLEGHENY COUNTY PA

FILED
25 November 2024
GD-24-013916

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

IN RE: CONDEMNATION BY THE ALLEGHENY COUNTY SANITARY AUTHORITY OF A PORTION OF AN UNACCESSED PARCEL OF PROPERTY LOCATED IN THE CITY OF PITTSBURGH, 27TH WARD, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, FOR THE CLEAN WATER PLAN	:	CIVIL DIVISION GD-_____ IN REM EMINENT DOMAIN

CONDEMNEE(S): ANY PERSON FOUND TO HAVE AN INTEREST IN THE PROPERTY CONDEMNED

DECLARATION OF TAKING

The Allegheny County Sanitary Authority ("ALCOSAN"), pursuant to Section 302 of the Eminent Domain Code, 26 Pa.C.S. § 302, respectfully declares the following:

1. The Condemnor is ALCOSAN, a municipal authority existing under the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. § 5601, *et seq.* (the "Act").

2. ALCOSAN's address is 3300 Preble Avenue, Pittsburgh, Allegheny County, Pennsylvania.

3. ALCOSAN was formed in 1946 to provide wastewater treatment service to abate the pollution of certain waters of the Commonwealth of Pennsylvania. ALCOSAN's service area now extends over 310 square miles and provides wastewater treatment to 83 municipalities, including the City of Pittsburgh.

4. ALCOSAN is authorized and empowered by the Act to exercise all powers necessary or convenient for the carrying out of its statutorily proscribed purposes, including without limitation the power of eminent domain. *See* 53 Pa.C.S. § 5607(d).

5. The property subject to this Declaration of Taking is situate in the 27th Ward of the City of Pittsburgh, Allegheny County and is currently unassessed - i.e., the Subject Property is not identified by a Block and Lot Number by the Allegheny County Office of Property Assessment (the "Subject Property").

6. The nature of the proposed condemnation is a permanent taking of a portion of the Subject Property in the form of a subterranean easement (the "Condemnation"). A plan showing the portion of the Subject Property being condemned, sufficient for its identification, (the "Condemnation Plan") is attached hereto as **Exhibit "A"** and made a part hereof. In accordance with Sections 302(b)(5) and 304 of the Eminent Domain Code, 26 Pa.C.S. §§ 302(b)(5) and 304, the Condemnation Plan will be filed with the Allegheny County Department of Court Records and recorded with the Allegheny County Department of Real Estate on the same day as this Declaration of Taking. A copy of the Condemnation Plan may also be examined at the law offices of Babst Calland Clements & Zomnir, P.C., Two Gateway Center, 603 Stanwix Street, Pittsburgh, PA 15222 during regular business hours.

7. ALCOSAN authorized the Condemnation and, among other things, the filing of this Declaration of Taking by Resolution 2024-09-02 on September 26, 2024. A true and correct copy of Resolution 2024-09-02 is attached hereto as **Exhibit "B"** and made a part hereof. A true and correct copy of Resolution 2024-09-02 may also be examined at ALCOSAN's principal office during regular business hours.

8. The purpose of the Condemnation is to permanently acquire the above-described real property interest for the construction and operation of sewer infrastructure needed to comply with the Modified Consent Decree that ALCOSAN entered with the U.S. Department of Justice, the U.S. Environmental Protection Agency, the Pennsylvania Department of Environmental

Protection, and the Allegheny County Health Department. This sewer infrastructure construction project is known as the Clean Water Plan.

9. Pursuant to Section 303(a) of the Eminent Domain Code, 26 Pa.C.S. § 303(a), ALCOSAN files with this Declaration of Taking an open-end bond, without surety, (the "Bond"), through which just compensation is made or secured. A true and correct copy of the Bond is attached hereto as **Exhibit "C"** and made a part hereof.

Date: 11/26/2024

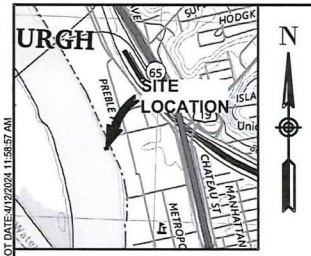
By: _____

Anna R. Hosack, Esquire
Babst, Calland, Clements & Zomnir, P.C.
Two Gateway Center, 6th Floor
Pittsburgh, PA 15222
(412) 394-5400
ahosack@babstcalland.com

Exhibit A
Declaration of Taking

CONDEMNATION PLAN

[See Attachment]



VICINITY MAP
SCALE: 1"=2000'

GENERAL NOTES

1.) The plan was prepared based on document research, current record deed plots, right-of-way maps (where applicable) and found right-of-way evidence. This plan is not a Plan of Survey nor has a field survey of the property boundaries been performed.

2.) The property is subject to all prior conveyances, easement, reservations and conditions recited in all prior conveyances.

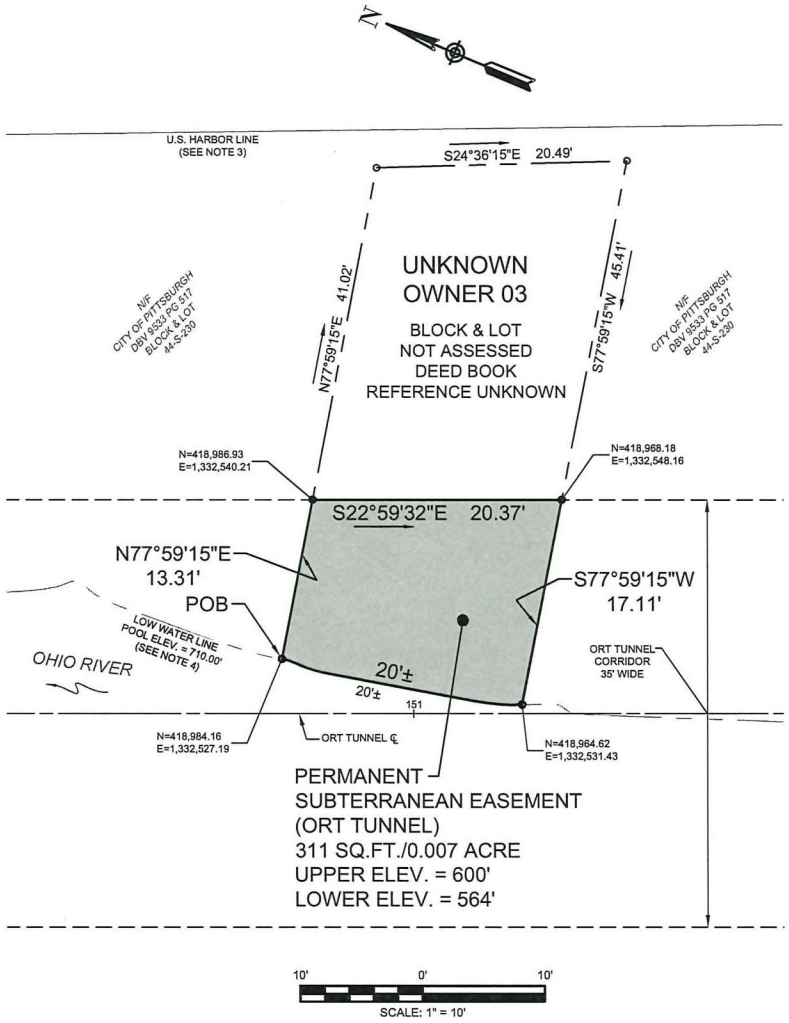
3.) The U.S. Harbor Line is based on U.S. Army, Corps of Engineers Plan of Ohio River U.S. Harbor Lines, Abrogated 10-15-64, Approved by the Secretary of War on November 26,1941, and field located stations shown on the plan.

4.) The Low Water Line is based on U.S. Army, Corps of Engineers Plan of Ohio River U.S. Harbor Lines, Abrogated 10-15-64, Approved by the Secretary of War on November 26,1941, Pool Elevation of 710.00' and LIDAR information from Pennsylvania Spatial Data Access (PASDA), United States Geological Survey (USGS) dated 2020.

5.) Horizontal Datum is based on Pennsylvania State Plane Coordinate System, South Zone, NAD 1983 and Vertical Datum is based on North American Vertical Datum of 1988, NAVD 88.

6.) The permanent subterranean easement contains the volume bounded by the projection of the metes and bounds described hereon (311 s.f.), and upper plane elevation of 600' and a lower plane elevation of 564'.

7.) Permanent subterranean easement or easements in the area(s) shown on the plan are hereto for work and operations necessary or convenient for ALCOSAN's planning, implementation, execution, construction, installation, and completion of the Project, across and the through the property.



Surveyed by:	REVISION			
MBE	REV No.	DATE	DESCRIPTION	APPV
Drawn by:				
BPP				
Checked by:				
BMT				

I, Brody M. Tunno, a licensed Professional Land Surveyor in the Commonwealth of Pennsylvania, hereby certify, to the best of my knowledge, information and belief, that this plan is correct and has been surveyed and prepared by me or under my direct supervision.

Brody M. Tunno, PLS #SU075462 — 04/12/2024 Date

mbe
monaloh basin engineers
Campbells Run Business Center
300 Business Center Drive, Suite 304
Pittsburgh, PA 15205
Office: 412-788-2433 Fax: 412-788-2295
www.mbe-eng.com

COMMONWEALTH OF PENNSYLVANIA — REGISTERED PROFESSIONAL — BRODY M. TUNNO — LAND SURVEYOR — No.SU075462

alcosan — allegheny county sanitary authority
ARLETTA SCOTT WILLIAMS
EXECUTIVE DIRECTOR, ALCOSAN
3300 PREBLE AVE.
PITTSBURGH, PENNSYLVANIA
PITTSBURGH, PA 15233
(412) 766-4810
www.alcosan.org

ALLEGHENY COUNTY SANITARY AUTHORITY
27TH WARD, CITY OF PITTSBURGH
COUNTY OF ALLEGHENY, PENNSYLVANIA

UNKNOWN OWNER 03
BLOCK & LOT NOT ASSESSED
PERMANENT SUBTERRANEAN EASEMENT EXHIBIT

Contract: S485
CAD File name: 3364-01 - Unknown Owner 03 Easement Exhibit.dwg
Date: 04/12/2024
Sheet: 1 OF 1

FILE NAME:I:\3364\3364-01 - ORT Mott Mac\Donald\06 Right-Of-Way\Cadd Files\Production Plans\Property Exhibits\Subsurface Easement Exhibits - 3364-01 - Unknown Owner 03 Easement Exhibit LAST SAVED BY: BPITCHER PLOT DATE:4/17/2024 11:58:57 AM

Exhibit B
Declaration of Taking

RESOLUTION 2024-09-02

[See Attachment]

OFFICIAL

ALLEGHENY COUNTY SANITARY AUTHORITY
RESOLUTION NO. 2024-09-02

A RESOLUTION OF THE ALLEGHENY COUNTY SANITARY AUTHORITY, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING THE CONDEMNATION OR THE PURCHASE THEREOF IN LIEU OF CONDEMNATION OF CERTAIN SUBTERRANEAN EASEMENTS WHERE (i) THE PROPERTY OWNER IS UNKNOWN OR (ii) AGREEMENT HAS NOT BEEN EXECUTED AS OF THE DATE OF THIS RESOLUTION.

WHEREAS, the Allegheny County Sanitary Authority (the "Authority") is authorized and empowered by the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. § 5601, *et seq.* (the "Act") to exercise all powers necessary to carry out its purposes as contemplated in the Act, including without limitation the powers to acquire property through eminent domain and purchase; and

WHEREAS, in order to meet its mission to provide cost-effective, customer-oriented, and environmentally conscious wastewater treatment that protects public health and enhances the use of natural resources, and in order to develop and construct infrastructure necessary to comply with the Consent Decree that the Authority entered with the U.S. Department of Justice, the U.S. Environmental Protection Agency, the Pennsylvania Department of Environmental Protection and the Allegheny County Health Department in January 2008, as amended, the Authority is in the process of designing for construction various new sewer lines and other apparatus to address combined sewer flows (the "Clean Water Plan"); and

WHEREAS, the Authority has identified subterranean easements (individually a "Subject Property" and collectively, the "Subject Properties"); located on parcels 8-D-98, 43-D-255, 43-D-275, 43-H-50-01, 9-A-177, 9-A-214, 9-A-216, 9-A-218, 43-M-50, 8-F-82, 8-F-82-A, 43-M-5, 9-A-191, 8-F-83, and five unassessed parcels that, in the judgment of the Authority's engineers and other representatives, are necessary, in part, for the Authority to properly execute the Clean Water Plan, and

WHEREAS, the real property identified is either owned by unknown owners or an agreement has not been executed as of the date of this resolution; and

NOW, THEREFORE, the Board of Directors of the Authority hereby resolves as follows, incorporating the above recitals by reference:

Section 1. The Authority, pursuant to the Act, hereby authorizes the condemnation of the Subject Properties or the purchase thereof in lieu of condemnation.

Section 2. The Authority's Solicitor and other Authority officials are hereby authorized and empowered to conduct due diligence, retain the services of appraisers and title insurance agents,

prepare, execute and record declarations of taking, deeds, and other agreements and instruments, all in a form acceptable to the Authority's Solicitor, and take any other action necessary and appropriate under the Pennsylvania Eminent Domain Code, 26 Pa.C.S. §101, *et seq.* including but not limited to the payment of just compensation and all other applicable laws to effectuate the purpose of this Resolution.

Section 3. It is the intention of the Authority that the sections, subsections, paragraphs, sentences, and/or phrases of this Resolution are severable. If any section, subsection, paragraph, sentence, or phrase of this Resolution is for any reason declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of this Resolution as a whole or the validity of any remaining sections, subsections, paragraphs, sentences, or phrases of this Resolution.

Section 4. This Resolution shall take effect immediately.

[Remainder of Page Left Blank]

RESOLVED and **ADOPTED** this 26th day of September, 2024, by the Board of Directors of the Allegheny County Sanitary Authority in lawful session duly assembled.

ATTEST:

Name: Lisa A. Goodlaw
Title: Secretary

ALLEGHENY COUNTY SANITARY AUTHORITY

By: Shannon Gilliam
Name: SHANNON GILLIAM
Title: Pres. of Board

Exhibit C
Declaration of Taking

BOND

[See Attachment]

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

IN RE: CONDEMNATION BY THE ALLEGHENY COUNTY SANITARY AUTHORITY OF A PORTION OF AN UNASSESSED PARCEL OF PROPERTY LOCATED IN THE CITY OF PITTSBURGH, 27TH WARD, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, FOR THE CLEAN WATER PLAN	:	CIVIL DIVISION
	:	No. GD _____
	:	IN REM
	:	EMINENT DOMAIN
CONDEMNEES: ANY PERSON FOUND TO HAVE AN INTEREST IN THE PROPERTY CONDEMNED	:	

BOND

KNOW ALL MEN BY THESE PRESENTS that the Allegheny County Sanitary Authority, a municipal authority existing and empowered by the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. § 5601, *et seq.*, is held firmly bound to the Commonwealth of Pennsylvania for the use and benefit of the owner or owners of the property interests condemned by a Declaration of Taking filed, or to be filed, in the above-named Court, and under the above caption, and pay such damages as shall be determined by law.

Now the condition of this obligation is such that if the Allegheny County Sanitary Authority shall pay to the said owner or owners of the property interests condemned such damages as shall be determined by law, this obligation shall be void; otherwise to be and remain in full force and effect.

Sealed with the official seal of the said Authority and dated this 21st day of November, 2024.

ATTEST:

Maria D. Proctor

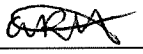
ALLEGHENY COUNTY SANITARY AUTHORITY

By: _____
Arletta Williams
Executive Director

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Cou*rts that require filing confidential information and documents differently than non-confidential information and documents.

Submitted by: Anna R. Hosack, Esquire

Signature: 

Name: Anna R. Hosack, Esquire

Attorney No. (if applicable): 332057

CERTIFICATE OF SERVICE

I, Anna R. Hosack, certify that, pursuant to Sections 305(a) and (b) of the Eminent Domain Code, 26 Pa.C.S. § 305(a) (b), within 30 days of the date set forth below, written notice of the filing of this DECLARATION OF TAKING will be served by posting a copy of said notice upon the most public part of the Subject Property and by publication of a copy of the notice, omitting the plot plan, one time in a newspaper of general circulation in Allegheny County and one time in the Pittsburgh Legal Journal. A courtesy copy of the notice will also be served, within 30 days of the date set forth below, via U.S. registered mail on the following potential lienholders:

Pittsburgh Public School District
341 South Bellefield Avenue
Pittsburgh, PA 15213

City of Pittsburgh
City County Building
414 Grant Street
Pittsburgh, PA 15219

Allegheny County
542 Forbes Avenue
Pittsburgh, PA 15219

Date: 11/26/2024

By: _____
Anna R. Hosack, Esquire

ALLEGHENY COUNTY
Department of Court Records
Civil/Family Division

Date: 26-NOV-2024 15:12 P.M.
Receipt: 8996643
Cashier: T114100
Payor: ALCOSAN

Case ID: GD-24-013916
In Re: Allegheny County Sanitary Autho

Bond Posted ($10.00)
$10.00

Payment: Credit Card
$10.00

Balance: $0.00

ALLEGHENY COUNTY
Department of Court Records
Civil/Family Division

Date: 26-NOV-2024 15:10 P.M.
Receipt: 8996642
Cashier: T114100
Payor: ALCOSAN

Case ID: GD-24-013916
In Re: Allegheny County Sanitary Autho

Petition Initiating Case ($160.25)
$160.25

Payment: Credit Card
$160.25

Balance: $0.00

606964 DRE Certified
26-Nov-2024 03:42P\Int By: Angela Gans

AFTER RECORDATION, RETURN TO:
Alyssa E. Golfieri, Esquire
Babst Calland Clements and Zomnir, P.C.
Two Gateway Center
603 Stanwix Street, 6th Floor
Pittsburgh, PA 15222
(412) 394-5400

ORT ADDENDUM 3
Section 01 32 13
Attachment 2.3
(18 Pages)

NOTICE OF CONDEMNATION

CONDEMNATION BY THE ALLEGHENY COUNTY SANITARY AUTHORITY OF A PORTION OF AN UNASSESSED PARCEL OF PROPERTY LOCATED IN THE CITY OF PITTSBURGH, 27TH WARD, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, FOR THE CLEAN WATER PLAN. CONDEMNEE(S) CONSIST OF ANY PERSON FOUND TO HAVE AN INTEREST IN THE PROPERTY CONDEMNED.

In accordance with Section 304 of the Eminent Domain Code, 26 Pa. C.S. § 304, notice is hereby given that on this 26th day of November, 2024, the Allegheny County Sanitary Authority filed a Declaration of Taking (the "Declaration"), a true and correct copy of which is attached hereto and made a part hereof as **Attachment "A"**, with the Allegheny County Department of Court Records at GD-24-013917 captioned as follow:

> **IN RE: CONDEMNATION BY THE ALLEGHENY COUNTY SANITARY AUTHORITY OF A PORTION OF AN UNASSESSED PARCEL OF PROPERTY LOCATED IN THE CITY OF PITTSBURGH, 27TH WARD, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, FOR THE CLEAN WATER PLAN.**

The Declaration permanently condemns a portion of the property described as follows in the Declaration and as otherwise shown, in a manner sufficient for its identification, on the plan attached to the Declaration: **A PORTION OF AN UNASSESSED PARCEL OF PROPERTY SITUATE IN THE 27TH WARD OF THE CITY OF PITTSBURGH, ALLEGHENY COUNTY.**

The owner(s) of the property subject to this condemnation and any lienholder(s) of record are unknown.

ALLEGHENY COUNTY SANITARY AUTHORITY

Dated: 11/26/2024

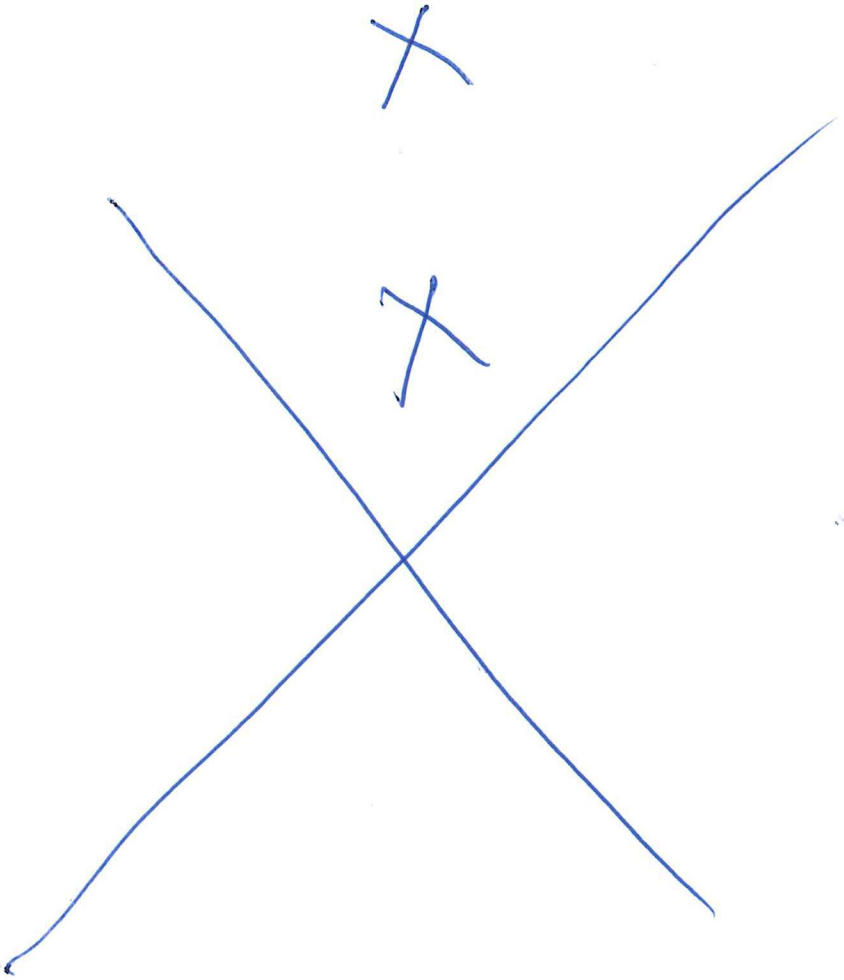
By: _____

Anna R. Hosack, Esquire
Babst Calland Clements and Zomnir, P.C.
Two Gateway Center
603 Stanwix Street 6th Floor
Pittsburgh, PA 15222
(412) 394-5400
(412) 394-6576 (facsimile)

Attachment A
Notice of Condemnation

DECLARATION OF TAKING

[See Attachment]



IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

IN RE: CONDEMNATION BY THE ALLEGHENY COUNTY SANITARY AUTHORITY OF A PORTION OF AN UNASSAESSED PARCEL OF PROPERTY LOCATED IN THE CITY OF PITTSBURGH, 27TH WARD, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, FOR THE CLEAN WATER PLAN	:	CIVIL DIVISION No. GD 24-013917 IN REM EMINENT DOMAIN **DECLARATION OF TAKING**
CONDEMNEES: ANY PERSON FOUND TO HAVE AN INTEREST IN THE PROPERTY CONDEMNED	:	Code: Filed on behalf of: ALLEGHENY COUNTY SANITARY AUTHORITY Counsel of Record for this Party: ALYSSA E. GOLFIERI, ESQUIRE Pa. I.D. # 314369 MICHAEL T. KORNS, ESQUIRE Pa. I.D. # 203742 ANNA R. HOSACK, ESQUIRE Pa. I.D. # 332057 BABST, CALLAND, CLEMENTS & ZOMNIR, P.C. Pa. Firm No. 812 Two Gateway Center 603 Stanwix Street, 6th Floor Pittsburgh, PA 15222 (412) 394-5400

DEPT OF COURT RECORDS
CIVIL/FAMILY DIVISION
ALLEGHENY COUNTY PA
2024 NOV 26 PM 3:16
FILED

T44474M
26 NOVEMBER 2024
GD-24-013917

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

IN RE: CONDEMNATION BY THE ALLEGHENY COUNTY SANITARY AUTHORITY OF A PORTION OF AN UNASSESSED PARCEL OF PROPERTY LOCATED IN THE CITY OF PITTSBURGH, 27TH WARD, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, FOR THE CLEAN WATER PLAN	:	CIVIL DIVISION GD-_____ IN REM EMINENT DOMAIN

CONDEMNEE(S): ANY PERSON FOUND TO HAVE AN INTEREST IN THE PROPERTY CONDEMNED

DECLARATION OF TAKING

The Allegheny County Sanitary Authority ("ALCOSAN"), pursuant to Section 302 of the Eminent Domain Code, 26 Pa.C.S. § 302, respectfully declares the following:

1. The Condemnor is ALCOSAN, a municipal authority existing under the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. § 5601, *et seq.* (the "Act").

2. ALCOSAN's address is 3300 Preble Avenue, Pittsburgh, Allegheny County, Pennsylvania.

3. ALCOSAN was formed in 1946 to provide wastewater treatment service to abate the pollution of certain waters of the Commonwealth of Pennsylvania. ALCOSAN's service area now extends over 310 square miles and provides wastewater treatment to 83 municipalities, including the City of Pittsburgh.

4. ALCOSAN is authorized and empowered by the Act to exercise all powers necessary or convenient for the carrying out of its statutorily proscribed purposes, including without limitation the power of eminent domain. *See* 53 Pa.C.S. § 5607(d).

5. The property subject to this Declaration of Taking is situate in the 27th Ward of the City of Pittsburgh, Allegheny County and is currently unassessed - i.e., the Subject Property is not identified by a Block and Lot Number by the Allegheny County Office of Property Assessment (the "Subject Property").

6. The nature of the proposed condemnation is a permanent taking of a portion of the Subject Property in the form of a subterranean easement (the "Condemnation"). A plan showing the portion of the Subject Property being condemned, sufficient for its identification, (the "Condemnation Plan") is attached hereto as **Exhibit "A"** and made a part hereof. In accordance with Sections 302(b)(5) and 304 of the Eminent Domain Code, 26 Pa.C.S. §§ 302(b)(5) and 304, the Condemnation Plan will be filed with the Allegheny County Department of Court Records and recorded with the Allegheny County Department of Real Estate on the same day as this Declaration of Taking. A copy of the Condemnation Plan may also be examined at the law offices of Babst Calland Clements & Zomnir, P.C., Two Gateway Center, 603 Stanwix Street, Pittsburgh, PA 15222 during regular business hours.

7. ALCOSAN authorized the Condemnation and, among other things, the filing of this Declaration of Taking by Resolution 2024-09-02 on September 26, 2024. A true and correct copy of Resolution 2024-09-02 is attached hereto as **Exhibit "B"** and made a part hereof. A true and correct copy of Resolution 2024-09-02 may also be examined at ALCOSAN's principal office during regular business hours.

8. The purpose of the Condemnation is to permanently acquire the above-described real property interest for the construction and operation of sewer infrastructure needed to comply with the Modified Consent Decree that ALCOSAN entered with the U.S. Department of Justice, the U.S. Environmental Protection Agency, the Pennsylvania Department of Environmental

Protection, and the Allegheny County Health Department. This sewer infrastructure construction project is known as the Clean Water Plan.

9. Pursuant to Section 303(a) of the Eminent Domain Code, 26 Pa.C.S. § 303(a), ALCOSAN files with this Declaration of Taking an open-end bond, without surety, (the "Bond"), through which just compensation is made or secured. A true and correct copy of the Bond is attached hereto as **Exhibit "C"** and made a part hereof.

Date: 11/20/2024

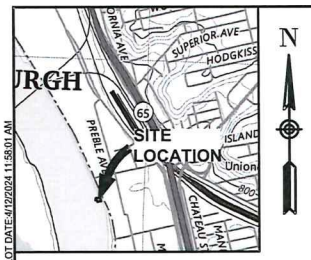
By: _____

Anna R. Hosack, Esquire
Babst, Calland, Clements & Zomnir, P.C.
Two Gateway Center, 6th Floor
Pittsburgh, PA 15222
(412) 394-5400
ahosack@babstcalland.com

Exhibit A
Declaration of Taking

CONDEMNATION PLAN

[See Attachment]



N

VICINITY MAP

SCALE: 1"=2000'

GENERAL NOTES

1.) The plan was prepared based on document research, current record deed plots, right-of-way maps (where applicable) and found right-of-way evidence. This plan is not a Plan of Survey nor has a field survey of the property boundaries been performed.

2.) The property is subject to all prior conveyances, easement, reservations and conditions recited in all prior conveyances.

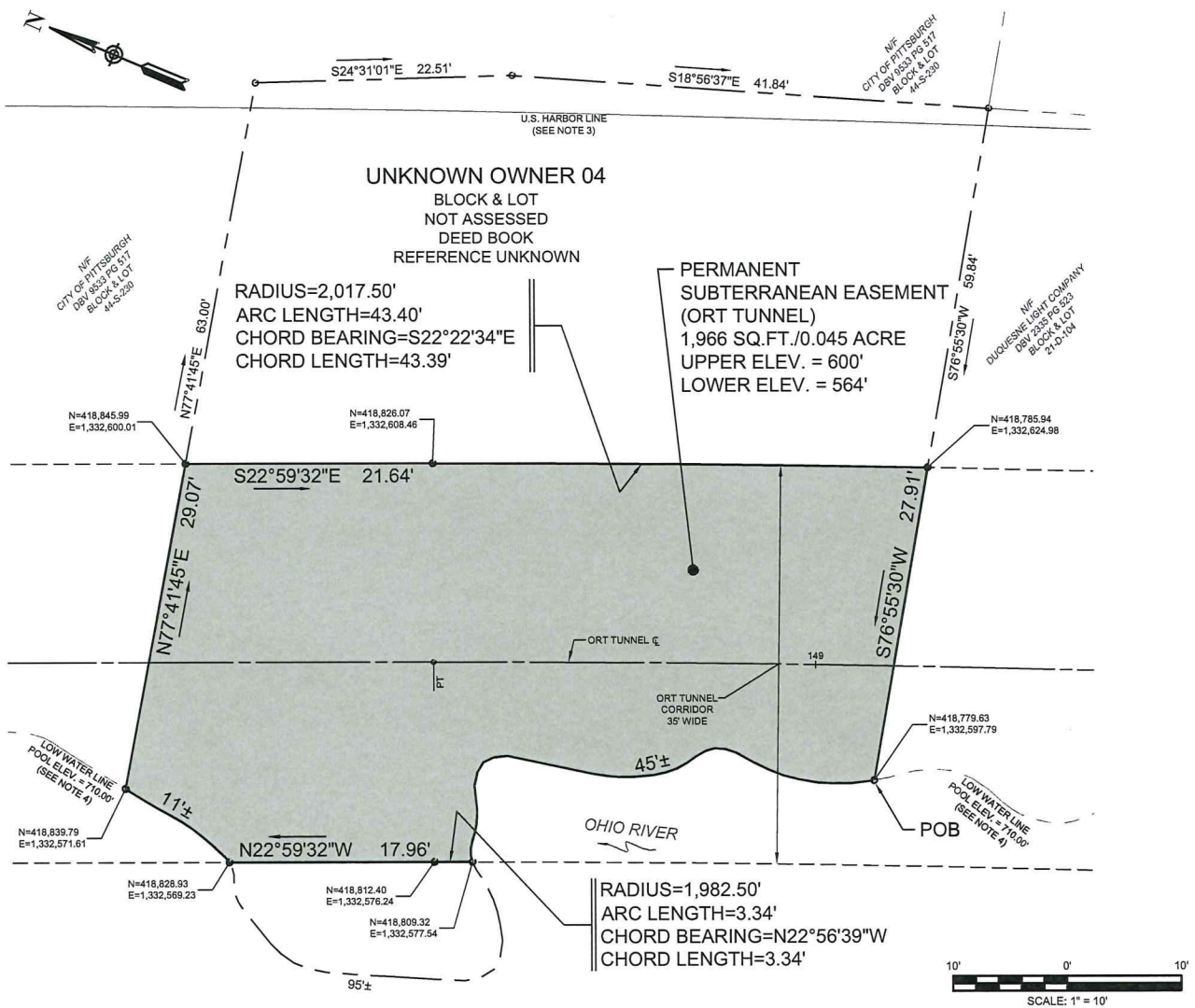
3.) The U.S. Harbor Line is based on U.S. Army, Corps of Engineers Plan of Ohio River U.S. Harbor Lines, Abrogated 10-15-64, Approved by the Secretary of War on November 26,1941, and field located stations shown on the plan.

4.) The Low Water Line is based on U.S. Army, Corps of Engineers Plan of Ohio River U.S. Harbor Lines, Abrogated 10-15-64, Approved by the Secretary of War on November 26,1941, Pool Elevation of 710.00' and LiDAR information from Pennsylvania Spatial Data Access (PASDA), United States Geological Survey (USGS) dated 2020.

5.) Horizontal Datum is based on Pennsylvania State Plane Coordinate System, South Zone, NAD 1983 and Vertical Datum is based on North American Vertical Datum of 1988, NAVD 88.

6.) The permanent subterranean easement contains the volume bounded by the projection of the metes and bounds described hereon (1,966 s.f.), and upper plane elevation of 600' and a lower plane elevation of 564'.

7.) Permanent subterranean easement or easements in the area(s) shown on the plan are hereto for work and operations necessary or convenient for ALCOSAN's planning, implementation, execution, construction, installation, and completion of the Project, across and the through the property.



Surveyed by:	MBE
Drawn by:	BPP
Checked by:	BMT

REVISION			
REV No.	DATE	DESCRIPTION	APPV

I, Brody M. Tunno, a licensed Professional Land Surveyor in the Commonwealth of Pennsylvania, hereby certify, to the best of my knowledge, information and belief, that this plan is correct and has been surveyed and prepared by me or under my direct supervision.

Brody M. Tunno, PLS #SU075462 — 04/12/2024 Date

mbe
monaloh basin engineers
Campbells Run Business Center
300 Business Center Drive, Suite 304
Pittsburgh, PA 15205
Office: 412-788-2433 Fax: 412-788-2295
www.mbe-eng.com

COMMONWEALTH OF PENNSYLVANIA — LICENSED PROFESSIONAL — BRODY M. TUNNO — LAND SURVEYOR — No.SU075462

alcosan — allegheny county sanitary authority
ARLETTA SCOTT WILLIAMS
EXECUTIVE DIRECTOR, ALCOSAN
3300 PREBLE AVE.
PITTSBURGH, PENNSYLVANIA
PITTSBURGH, PA 15233
(412) 766-4810
www.alcosan.org

ALLEGHENY COUNTY SANITARY AUTHORITY
27TH WARD, CITY OF PITTSBURGH
COUNTY OF ALLEGHENY, PENNSYLVANIA

UNKNOWN OWNER 04
BLOCK & LOT NOT ASSESSED
PERMANENT SUBTERRANEAN EASEMENT EXHIBIT

Contract:	S485
CAD File name:	3364-01 - Unknown Owner 04 Easement ExhibitLdwg
Date:	04/12/2024
Sheet:	1 OF 1

PLOT DATE: 4/12/2024 11:58:01 AM
LAST SAVED BY: BPITCHER
FILE NAME: I:\3364\3364-01 - ORT Mott MacDonald\06 Right-Of-Way\Cadd Files\Production Plans\Property Exhibits\Subsurface Easement Exhibits - 3364-01 - Unknown Owner 04 Easement Exhibit

Exhibit B
Declaration of Taking

RESOLUTION 2024-09-02

[See Attachment]

OFFICIAL

ALLEGHENY COUNTY SANITARY AUTHORITY
RESOLUTION NO. 2024-09-02

A RESOLUTION OF THE ALLEGHENY COUNTY SANITARY AUTHORITY, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING THE CONDEMNATION OR THE PURCHASE THEREOF IN LIEU OF CONDEMNATION OF CERTAIN SUBTERRANEAN EASEMENTS WHERE (i) THE PROPERTY OWNER IS UNKNOWN OR (ii) AGREEMENT HAS NOT BEEN EXECUTED AS OF THE DATE OF THIS RESOLUTION.

WHEREAS, the Allegheny County Sanitary Authority (the "Authority") is authorized and empowered by the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. § 5601, *et seq.* (the "Act") to exercise all powers necessary to carry out its purposes as contemplated in the Act, including without limitation the powers to acquire property through eminent domain and purchase; and

WHEREAS, in order to meet its mission to provide cost-effective, customer-oriented, and environmentally conscious wastewater treatment that protects public health and enhances the use of natural resources, and in order to develop and construct infrastructure necessary to comply with the Consent Decree that the Authority entered with the U.S. Department of Justice, the U.S. Environmental Protection Agency, the Pennsylvania Department of Environmental Protection and the Allegheny County Health Department in January 2008, as amended, the Authority is in the process of designing for construction various new sewer lines and other apparatus to address combined sewer flows (the "Clean Water Plan"); and

WHEREAS, the Authority has identified subterranean easements (individually a "Subject Property" and collectively, the "Subject Properties"); located on parcels 8-D-98, 43-D-255, 43-D-275, 43-H-50-01, 9-A-177, 9-A-214, 9-A-216, 9-A-218, 43-M-50, 8-F-82, 8-F-82-A, 43-M-5, 9-A-191, 8-F-83, and five unassessed parcels that, in the judgment of the Authority's engineers and other representatives, are necessary, in part, for the Authority to properly execute the Clean Water Plan, and

WHEREAS, the real property identified is either owned by unknown owners or an agreement has not been executed as of the date of this resolution; and

NOW, THEREFORE, the Board of Directors of the Authority hereby resolves as follows, incorporating the above recitals by reference:

Section 1. The Authority, pursuant to the Act, hereby authorizes the condemnation of the Subject Properties or the purchase thereof in lieu of condemnation.

Section 2. The Authority's Solicitor and other Authority officials are hereby authorized and empowered to conduct due diligence, retain the services of appraisers and title insurance agents,

prepare, execute and record declarations of taking, deeds, and other agreements and instruments, all in a form acceptable to the Authority's Solicitor, and take any other action necessary and appropriate under the Pennsylvania Eminent Domain Code, 26 Pa.C.S. §101, *et seq.* including but not limited to the payment of just compensation and all other applicable laws to effectuate the purpose of this Resolution.

Section 3. It is the intention of the Authority that the sections, subsections, paragraphs, sentences, and/or phrases of this Resolution are severable. If any section, subsection, paragraph, sentence, or phrase of this Resolution is for any reason declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of this Resolution as a whole or the validity of any remaining sections, subsections, paragraphs, sentences, or phrases of this Resolution.

Section 4. This Resolution shall take effect immediately.

[Remainder of Page Left Blank]

RESOLVED and **ADOPTED** this 26th day of September, 2024, by the Board of Directors of the Allegheny County Sanitary Authority in lawful session duly assembled.

ATTEST:

Name: Kelly A. Cook-Law
Title: Secretary

ALLEGHENY COUNTY SANITARY AUTHORITY

By: Shannon Gilliam
Name: SHANNON GILLIAM
Title: Pres. of Board

Exhibit C
Declaration of Taking

BOND

[See Attachment]

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

IN RE: CONDEMNATION BY THE ALLEGHENY COUNTY SANITARY AUTHORITY OF A PORTION OF AN UNASSESSED PARCEL OF PROPERTY LOCATED IN THE CITY OF PITTSBURGH, 27TH WARD, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, FOR THE CLEAN WATER PLAN	:	CIVIL DIVISION
	:	No. GD _____
	:	IN REM
	:	EMINENT DOMAIN
CONDEMNEES: ANY PERSON FOUND TO HAVE AN INTEREST IN THE PROPERTY CONDEMNED	:	

BOND

KNOW ALL MEN BY THESE PRESENTS that the Allegheny County Sanitary Authority, a municipal authority existing and empowered by the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. § 5601, *et seq.*, is held firmly bound to the Commonwealth of Pennsylvania for the use and benefit of the owner or owners of the property interests condemned by a Declaration of Taking filed, or to be filed, in the above-named Court, and under the above caption, and pay such damages as shall be determined by law.

Now the condition of this obligation is such that if the Allegheny County Sanitary Authority shall pay to the said owner or owners of the property interests condemned such damages as shall be determined by law, this obligation shall be void; otherwise to be and remain in full force and effect.

Sealed with the official seal of the said Authority and dated this 21st day of November, 2024.

ATTEST:

Maria D. Draper

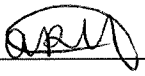
ALLEGHENY COUNTY SANITARY AUTHORITY

By: _____
Arletta Williams
Executive Director

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Cou*rts that require filing confidential information and documents differently than non-confidential information and documents.

Submitted by: Anna R. Hosack, Esquire

Signature: 

Name: Anna R. Hosack, Esquire

Attorney No. (if applicable): 332057

CERTIFICATE OF SERVICE

I, Anna R. Hosack, certify that, pursuant to Sections 305(a) and (b) of the Eminent Domain Code, 26 Pa.C.S. § 305(a) (b), within 30 days of the date set forth below, written notice of the filing of this DECLARATION OF TAKING will be served by posting a copy of said notice upon the most public part of the Subject Property and by publication of a copy of the notice, omitting the plot plan, one time in a newspaper of general circulation in Allegheny County and one time in the Pittsburgh Legal Journal. A courtesy copy of the notice will also be served, within 30 days of the date set forth below, via U.S. registered mail on the following potential lienholders:

Pittsburgh Public School District
341 South Bellefield Avenue
Pittsburgh, PA 15213

City of Pittsburgh
City County Building
414 Grant Street
Pittsburgh, PA 15219

Allegheny County
542 Forbes Avenue
Pittsburgh, PA 15219

Date: 11/26/2024

By: _____
Anna R. Hosack, Esquire

ALLEGHENY COUNTY
Department of Court Records
Civil/Family Division

Date: 26-NOV-2024 15:19 P.M.
Receipt: 8996649
Cashier: T114100
Payor: ALCOSAN

Case ID: GD-24-013917
In Re: Allegheny County Sanitary Autho

Bond Posted ($10.00)
$10.00

Payment: Credit Card
$10.00

Balance: $0.00

ALLEGHENY COUNTY
Department of Court Records
Civil/Family Division

Date: 26-NOV-2024 15:17 P.M.
Receipt: 8996646
Cashier: T114100
Payor: ALCOSAN

Case ID: GD-24-013917
In Re: Allegheny County Sanitary Autho

Petition Initiating Case ($160.25)
$160.25

Payment: Credit Card
$160.25

Balance: $0.00

606963 DRE Certified
26-Nov-2024 03:42P\Int By: Angela Gans

AFTER RECORDATION, RETURN TO:
Alyssa E. Golfieri, Esquire
Babst Calland Clements and Zomnir, P.C.
Two Gateway Center
603 Stanwix Street, 6th Floor
Pittsburgh, PA 15222
(412) 394-5400

ORT ADDENDUM 3
Section 01 32 13
Attachment 2.4
(18 Pages)

NOTICE OF CONDEMNATION

CONDEMNATION BY THE ALLEGHENY COUNTY SANITARY AUTHORITY OF A PORTION OF AN UNASSESSED PARCEL OF PROPERTY LOCATED IN THE CITY OF PITTSBURGH, 21st WARD, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, FOR THE CLEAN WATER PLAN. CONDEMNEE(S) CONSIST OF ANY PERSON FOUND TO HAVE AN INTEREST IN THE PROPERTY CONDEMNED.

In accordance with Section 304 of the Eminent Domain Code, 26 Pa. C.S. § 304, notice is hereby given that on this 26th day of November, 2024, the Allegheny County Sanitary Authority filed a Declaration of Taking (the "Declaration"), a true and correct copy of which is attached hereto and made a part hereof as **Attachment "A"**, with the Allegheny County Department of Court Records at 60-24-013918 captioned as follow:

> **IN RE: CONDEMNATION BY THE ALLEGHENY COUNTY SANITARY AUTHORITY OF A PORTION OF AN UNASSESSED PARCEL OF PROPERTY LOCATED IN THE CITY OF PITTSBURGH, 21st WARD, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, FOR THE CLEAN WATER PLAN.**

The Declaration permanently condemns a portion of the property described as follows in the Declaration and as otherwise shown, in a manner sufficient for its identification, on the plan attached to the Declaration: **A PORTION OF AN UNASSESSED PARCEL OF PROPERTY SITUATE IN THE 21ST WARD OF THE CITY OF PITTSBURGH, ALLEGHENY COUNTY.**

The owner(s) of the property subject to this condemnation and any lienholder(s) of record are unknown.

ALLEGHENY COUNTY SANITARY AUTHORITY

Dated: 11/26/2024

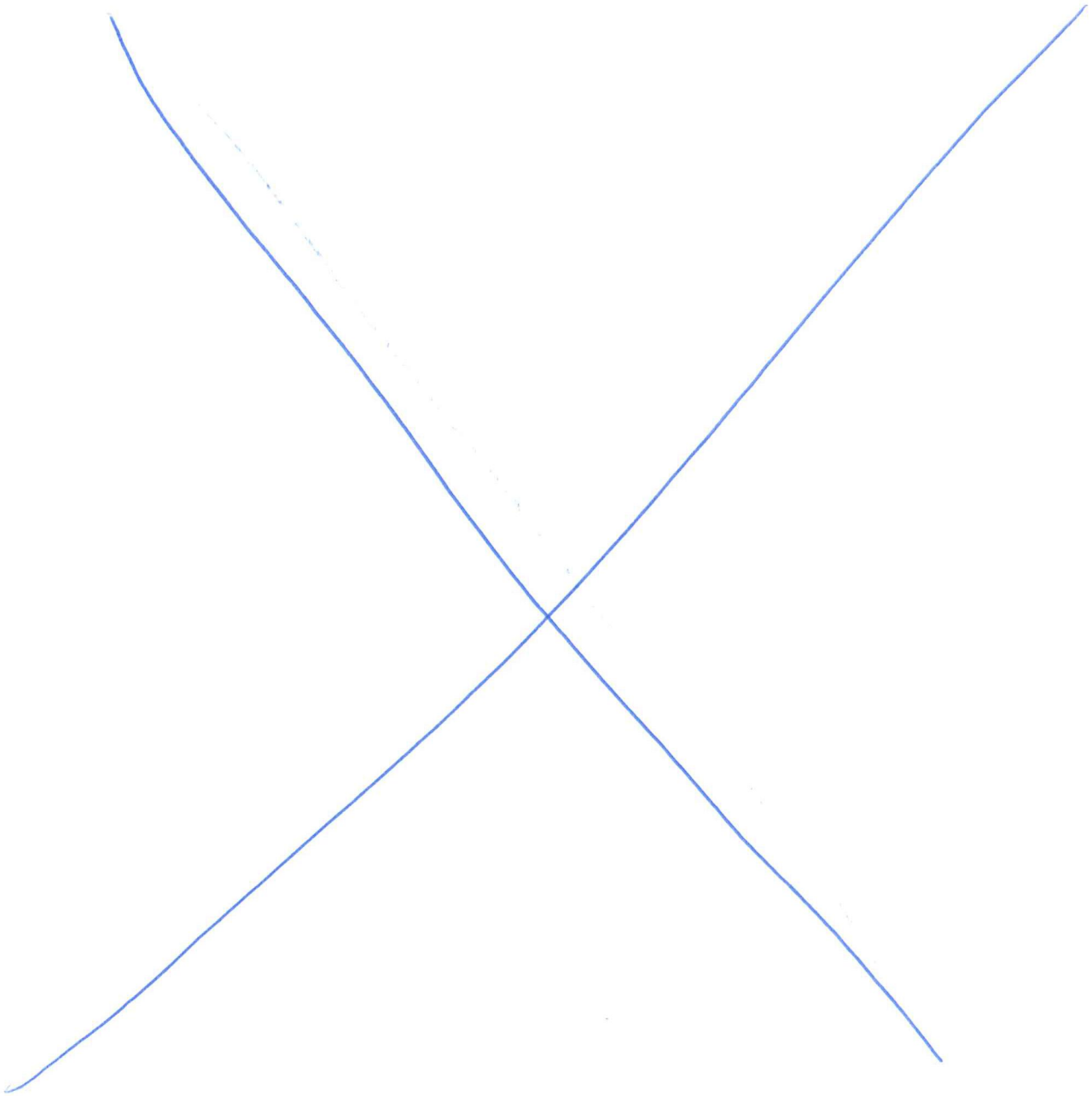
By: _____

Anna R. Hosack, Esquire
Babst Calland Clements and Zomnir, P.C.
Two Gateway Center
603 Stanwix Street 6th Floor
Pittsburgh, PA 15222
(412) 394-5400
(412) 394-6576 (facsimile)

Attachment A
Notice of Condemnation

DECLARATION OF TAKING

[See Attachment]



IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

IN RE: CONDEMNATION BY THE ALLEGHENY COUNTY SANITARY AUTHORITY OF A PORTION OF AN UNASSESSED PARCEL OF PROPERTY LOCATED IN THE CITY OF PITTSBURGH, 21st WARD, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, FOR THE CLEAN WATER PLAN	:	CIVIL DIVISION No. GD 24-013918 IN REM EMINENT DOMAIN **DECLARATION OF TAKING**
CONDEMNEES: ANY PERSON FOUND TO HAVE AN INTEREST IN THE PROPERTY CONDEMNED	:	Code: Filed on behalf of: ALLEGHENY COUNTY SANITARY AUTHORITY Counsel of Record for this Party: ALYSSA E. GOLFIERI, ESQUIRE Pa. I.D. # 314369 MICHAEL T. KORNS, ESQUIRE Pa. I.D. # 203742 ANNA R. HOSACK, ESQUIRE Pa. I.D. # 332057 BABST, CALLAND, CLEMENTS & ZOMNIR, P.C. Pa. Firm No. 812 Two Gateway Center 603 Stanwix Street, 6th Floor Pittsburgh, PA 15222 (412) 394-5400

DEPT OF COURT RECORDS
CIVIL/FAMILY DIVISION
ALLEGHENY COUNTY PA
2024 NOV 26 PM 3:23
FILED

T14141(RR)
26 November 2024
15:22:16
GD-24-013918

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

IN RE: CONDEMNATION BY THE ALLEGHENY COUNTY SANITARY AUTHORITY OF A PORTION OF AN UNACCESSED PARCEL OF PROPERTY LOCATED IN THE CITY OF PITTSBURGH, 21st WARD, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, FOR THE CLEAN WATER PLAN	:	CIVIL DIVISION GD-_____ IN REM EMINENT DOMAIN

CONDEMNEE(S): ANY PERSON FOUND TO HAVE AN INTEREST IN THE PROPERTY CONDEMNED

DECLARATION OF TAKING

The Allegheny County Sanitary Authority ("ALCOSAN"), pursuant to Section 302 of the Eminent Domain Code, 26 Pa.C.S. § 302, respectfully declares the following:

1. The Condemnor is ALCOSAN, a municipal authority existing under the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. § 5601, *et seq.* (the "Act").

2. ALCOSAN's address is 3300 Preble Avenue, Pittsburgh, Allegheny County, Pennsylvania.

3. ALCOSAN was formed in 1946 to provide wastewater treatment service to abate the pollution of certain waters of the Commonwealth of Pennsylvania. ALCOSAN's service area now extends over 310 square miles and provides wastewater treatment to 83 municipalities, including the City of Pittsburgh.

4. ALCOSAN is authorized and empowered by the Act to exercise all powers necessary or convenient for the carrying out of its statutorily proscribed purposes, including without limitation the power of eminent domain. *See* 53 Pa.C.S. § 5607(d).

5. The property subject to this Declaration of Taking is situate in the 21st Ward of the City of Pittsburgh, Allegheny County and is currently unassessed - i.e., the Subject Property is not identified by a Block and Lot Number by the Allegheny County Office of Property Assessment (the "Subject Property").

6. The nature of the proposed condemnation is a permanent taking of a portion of the Subject Property in the form of a subterranean easement (the "Condemnation"). A plan showing the portion of the Subject Property being condemned, sufficient for its identification, (the "Condemnation Plan") is attached hereto as **Exhibit "A"** and made a part hereof. In accordance with Sections 302(b)(5) and 304 of the Eminent Domain Code, 26 Pa.C.S. §§ 302(b)(5) and 304, the Condemnation Plan will be filed with the Allegheny County Department of Court Records and recorded with the Allegheny County Department of Real Estate on the same day as this Declaration of Taking. A copy of the Condemnation Plan may also be examined at the law offices of Babst Calland Clements & Zomnir, P.C., Two Gateway Center, 603 Stanwix Street, Pittsburgh, PA 15222 during regular business hours.

7. ALCOSAN authorized the Condemnation and, among other things, the filing of this Declaration of Taking by Resolution 2024-09-02 on September 26, 2024. A true and correct copy of Resolution 2024-09-02 is attached hereto as **Exhibit "B"** and made a part hereof. A true and correct copy of Resolution 2024-09-02 may also be examined at ALCOSAN's principal office during regular business hours.

8. The purpose of the Condemnation is to permanently acquire the above-described real property interest for the construction and operation of sewer infrastructure needed to comply with the Modified Consent Decree that ALCOSAN entered with the U.S. Department of Justice, the U.S. Environmental Protection Agency, the Pennsylvania Department of Environmental

Protection, and the Allegheny County Health Department. This sewer infrastructure construction project is known as the Clean Water Plan.

9. Pursuant to Section 303(a) of the Eminent Domain Code, 26 Pa.C.S. § 303(a), ALCOSAN files with this Declaration of Taking an open-end bond, without surety, (the "Bond"), through which just compensation is made or secured. A true and correct copy of the Bond is attached hereto as **Exhibit "C"** and made a part hereof.

Date: 11/26/2024

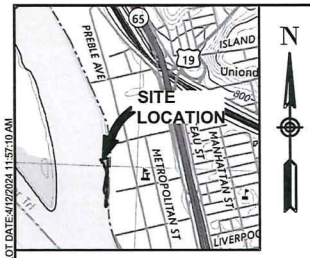
By: _____

Anna R. Hosack, Esquire
Babst, Calland, Clements & Zomnir, P.C.
Two Gateway Center, 6th Floor
Pittsburgh, PA 15222
(412) 394-5400
ahosack@babstcalland.com

Exhibit A
Declaration of Taking

CONDEMNATION PLAN

[See Attachment]



VICINITY MAP
SCALE: 1"=2000'

N

GENERAL NOTES

1.) The plan was prepared based on document research, current record deed plots, right-of-way maps (where applicable) and found right-of-way evidence. This plan is not a Plan of Survey nor has a field survey of the property boundaries been performed.

2.) The property is subject to all prior conveyances, easement, reservations and conditions recited in all prior conveyances.

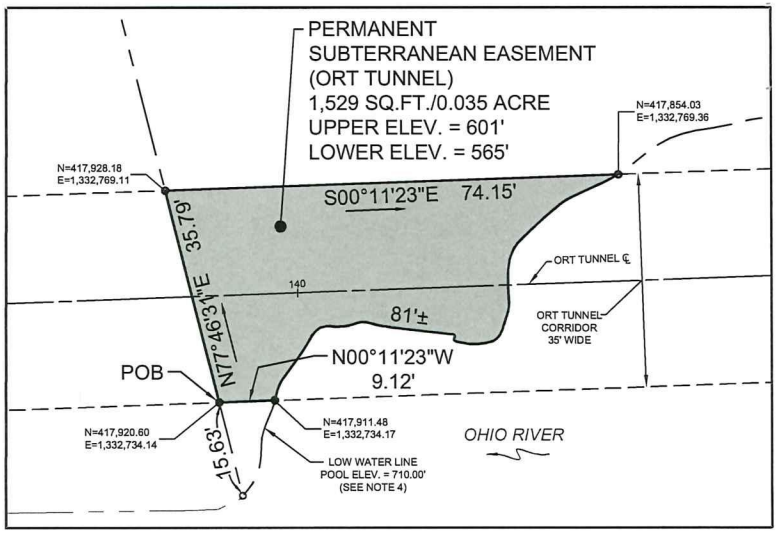
3.) The U.S. Harbor Line is based on U.S. Army, Corps of Engineers Plan of Ohio River U.S. Harbor Lines, Abrogated 10-15-64, Approved by the Secretary of War on November 26,1941, and field located stations shown on the plan.

4.) The Low Water Line is based on U.S. Army, Corps of Engineers Plan of Ohio River U.S. Harbor Lines, Abrogated 10-15-64, Approved by the Secretary of War on November 26,1941, Pool Elevation of 710.00' and LiDAR information from Pennsylvania Spatial Data Access (PASDA), United States Geological Survey (USGS) dated 2020.

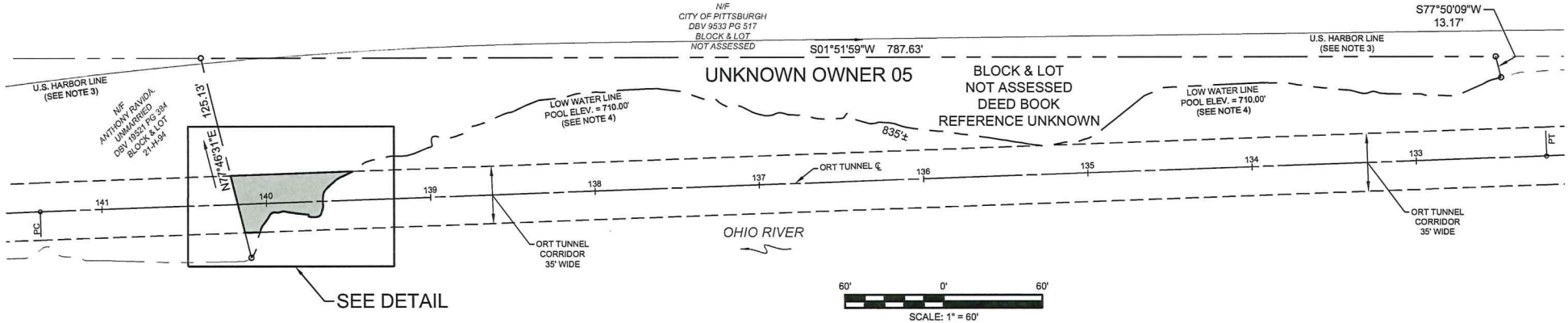
5.) Horizontal Datum is based on Pennsylvania State Plane Coordinate System, South Zone, NAD 1983 and Vertical Datum is based on North American Vertical Datum of 1988, NAVD 88.

6.) The permanent subterranean easement contains the volume bounded by the projection of the metes and bounds described hereon (1,529 s.f.), and upper plane elevation of 601' and a lower plane elevation of 565'.

7.) Permanent subterranean easement or easements in the area(s) shown on the plan are hereto for work and operations necessary or convenient for ALCOSAN's planning, implementation, execution, construction, installation, and completion of the Project, across and the through the property.



DETAIL
20' 0' 20'
SCALE: 1" = 20'



60' 0' 60'
SCALE: 1" = 60'

Surveyed by:	REVISION			
MBE	REV No.	DATE	DESCRIPTION	APPV
Drawn by:				
BPP				
Checked by:				
BMT				

I, Brody M. Tunno, a licensed Professional Land Surveyor in the Commonwealth of Pennsylvania, hereby certify, to the best of my knowledge, information and belief, that this plan is correct and has been surveyed and prepared by me or under my direct supervision.

Brody M. Tunno, PLS #SU075462 — 04/12/2024 Date

mbe
monaloh basin engineers
Campbells Run Business Center
300 Business Center Drive, Suite 304
Pittsburgh, PA 15205
Office: 412-788-2433 Fax: 412-788-2295
www.mbe-eng.com

COMMONWEALTH OF PENNSYLVANIA REGISTERED PROFESSIONAL BRODY M. TUNNO LAND SURVEYOR

alcosan allegheny county sanitary authority
ARLETTA SCOTT WILLIAMS
EXECUTIVE DIRECTOR, ALCOSAN
3300 PREBLE AVE.
PITTSBURGH, PENNSYLVANIA
PITTSBURGH, PA 15233
(412) 766-4810
www.alcosan.org

ALLEGHENY COUNTY SANITARY AUTHORITY
21ST WARD, CITY OF PITTSBURGH
COUNTY OF ALLEGHENY, PENNSYLVANIA

UNKNOWN OWNER 05
BLOCK & LOT NOT ASSESSED
PERMANENT SUBTERRANEAN EASEMENT EXHIBIT

Contract:	S485
CAD File name:	3364-01 - Unknown Owner 05 Easement Exhibit.dwg
Date:	04/12/2024
Sheet:	1 OF 1

PLOT DATE:4/12/2024 11:57:10 AM
LAST SAVED BY: BPITCHER
FILE NAME:\\3364\3364-01 - ORT Hoot MacDonald\06 Right-Of-Way\Cad Files\Production Plans\Property Exhibits\Subsurface Easement Exhibits - 3364-01 - Unknown Owner 05 Easement Exhibit

Exhibit B
Declaration of Taking

RESOLUTION 2024-09-02

[See Attachment]

OFFICIAL

ALLEGHENY COUNTY SANITARY AUTHORITY
RESOLUTION NO. 2024-09-02

A RESOLUTION OF THE ALLEGHENY COUNTY SANITARY AUTHORITY, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING THE CONDEMNATION OR THE PURCHASE THEREOF IN LIEU OF CONDEMNATION OF CERTAIN SUBTERRANEAN EASEMENTS WHERE (i) THE PROPERTY OWNER IS UNKNOWN OR (ii) AGREEMENT HAS NOT BEEN EXECUTED AS OF THE DATE OF THIS RESOLUTION.

WHEREAS, the Allegheny County Sanitary Authority (the "Authority") is authorized and empowered by the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. § 5601, *et seq.* (the "Act") to exercise all powers necessary to carry out its purposes as contemplated in the Act, including without limitation the powers to acquire property through eminent domain and purchase; and

WHEREAS, in order to meet its mission to provide cost-effective, customer-oriented, and environmentally conscious wastewater treatment that protects public health and enhances the use of natural resources, and in order to develop and construct infrastructure necessary to comply with the Consent Decree that the Authority entered with the U.S. Department of Justice, the U.S. Environmental Protection Agency, the Pennsylvania Department of Environmental Protection and the Allegheny County Health Department in January 2008, as amended, the Authority is in the process of designing for construction various new sewer lines and other apparatus to address combined sewer flows (the "Clean Water Plan"); and

WHEREAS, the Authority has identified subterranean easements (individually a "Subject Property" and collectively, the "Subject Properties"); located on parcels 8-D-98, 43-D-255, 43-D-275, 43-H-50-01, 9-A-177, 9-A-214, 9-A-216, 9-A-218, 43-M-50, 8-F-82, 8-F-82-A, 43-M-5, 9-A-191, 8-F-83, and five unassessed parcels that, in the judgment of the Authority's engineers and other representatives, are necessary, in part, for the Authority to properly execute the Clean Water Plan, and

WHEREAS, the real property identified is either owned by unknown owners or an agreement has not been executed as of the date of this resolution; and

NOW, THEREFORE, the Board of Directors of the Authority hereby resolves as follows, incorporating the above recitals by reference:

Section 1. The Authority, pursuant to the Act, hereby authorizes the condemnation of the Subject Properties or the purchase thereof in lieu of condemnation.

Section 2. The Authority's Solicitor and other Authority officials are hereby authorized and empowered to conduct due diligence, retain the services of appraisers and title insurance agents,

prepare, execute and record declarations of taking, deeds, and other agreements and instruments, all in a form acceptable to the Authority's Solicitor, and take any other action necessary and appropriate under the Pennsylvania Eminent Domain Code, 26 Pa.C.S. §101, *et seq.* including but not limited to the payment of just compensation and all other applicable laws to effectuate the purpose of this Resolution.

Section 3. It is the intention of the Authority that the sections, subsections, paragraphs, sentences, and/or phrases of this Resolution are severable. If any section, subsection, paragraph, sentence, or phrase of this Resolution is for any reason declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of this Resolution as a whole or the validity of any remaining sections, subsections, paragraphs, sentences, or phrases of this Resolution.

Section 4. This Resolution shall take effect immediately.

[Remainder of Page Left Blank]

RESOLVED and **ADOPTED** this 26th day of September, 2024, by the Board of Directors of the Allegheny County Sanitary Authority in lawful session duly assembled.

ATTEST:

Name: [illegible]
Title: Secretary

ALLEGHENY COUNTY SANITARY AUTHORITY

By: [signature]
Name: SHANNON GILLIAM
Title: Pres. of Board

Exhibit C
Declaration of Taking

BOND

[See Attachment]

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

IN RE: CONDEMNATION BY THE ALLEGHENY COUNTY SANITARY AUTHORITY OF A PORTION OF AN UNASSESSED PARCEL OF PROPERTY LOCATED IN THE CITY OF PITTSBURGH, 21st WARD, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, FOR THE CLEAN WATER PLAN	:	CIVIL DIVISION
	:	No. GD _____
	:	IN REM
	:	EMINENT DOMAIN
CONDEMNEES: ANY PERSON FOUND TO HAVE AN INTEREST IN THE PROPERTY CONDEMNED	:	

BOND

KNOW ALL MEN BY THESE PRESENTS that the Allegheny County Sanitary Authority, a municipal authority existing and empowered by the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. § 5601, *et seq.*, is held firmly bound to the Commonwealth of Pennsylvania for the use and benefit of the owner or owners of the property interests condemned by a Declaration of Taking filed, or to be filed, in the above-named Court, and under the above caption, and pay such damages as shall be determined by law.

Now the condition of this obligation is such that if the Allegheny County Sanitary Authority shall pay to the said owner or owners of the property interests condemned such damages as shall be determined by law, this obligation shall be void; otherwise to be and remain in full force and effect.

Sealed with the official seal of the said Authority and dated this 21st day of November, 2024.

ATTEST:

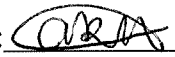
ALLEGHENY COUNTY SANITARY AUTHORITY

By: _____
Arletta Williams
Executive Director

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Cou*rts that require filing confidential information and documents differently than non-confidential information and documents.

Submitted by: Anna R. Hosack, Esquire

Signature: 

Name: Anna R. Hosack, Esquire

Attorney No. (if applicable): 332057

CERTIFICATE OF SERVICE

I, Anna R. Hosack, certify that, pursuant to Sections 305(a) and (b) of the Eminent Domain Code, 26 Pa.C.S. § 305(a) (b), within 30 days of the date set forth below, written notice of the filing of this DECLARATION OF TAKING will be served by posting a copy of said notice upon the most public part of the Subject Property and by publication of a copy of the notice, omitting the plot plan, one time in a newspaper of general circulation in Allegheny County and one time in the Pittsburgh Legal Journal. A courtesy copy of the notice will also be served, within 30 days of the date set forth below, via U.S. registered mail on the following potential lienholders:

Pittsburgh Public School District
341 South Bellefield Avenue
Pittsburgh, PA 15213

City of Pittsburgh
City County Building
414 Grant Street
Pittsburgh, PA 15219

Allegheny County
542 Forbes Avenue
Pittsburgh, PA 15219

Date: 11/26/2024

By: _____
Anna R. Hosack, Esquire

ALLEGHENY COUNTY
Department of Court Records
Civil/Family Division

Date: 26-NOV-2024 15:23 P.M.
Receipt: 8996650
Cashier: T114100
Payor: ALCOSAN

Case ID: GD-24-013918
In Re: Allegheny County Sanitary Autho

Petition Initiating Case ($160.25)
$160.25

Payment: Credit Card
$160.25

Balance: $0.00

ALLEGHENY COUNTY
Department of Court Records
Civil/Family Division

Date: 26-NOV-2024 15:24 P.M.
Receipt: 8996651
Cashier: T114100
Payor: ALCOSAN

Case ID: GD-24-013918
In Re: Allegheny County Sanitary Autho

Bond Posted ($10.00)
$10.00

Payment: Credit Card
$10.00

Balance: $0.00

606962 DRE Certified
26-Nov-2024 03:41P\Int By: Angela Gans

AFTER RECORDATION, RETURN TO:
Alyssa E. Golfieri, Esquire
Babst Calland Clements and Zomnir, P.C.
Two Gateway Center
603 Stanwix Street, 6th Floor
Pittsburgh, PA 15222
(412) 394-5400

ORT ADDENDUM 3
Section 01 32 13
Attachment 2.5
(18 Pages)

NOTICE OF CONDEMNATION

CONDEMNATION BY THE ALLEGHENY COUNTY SANITARY AUTHORITY OF A PORTION OF AN UNASSESSED PARCEL OF PROPERTY LOCATED IN THE CITY OF PITTSBURGH, 21st WARD, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, FOR THE CLEAN WATER PLAN. CONDEMNEE(S) CONSIST OF ANY PERSON FOUND TO HAVE AN INTEREST IN THE PROPERTY CONDEMNED.

In accordance with Section 304 of the Eminent Domain Code, 26 Pa. C.S. § 304, notice is hereby given that on this 26th day of November, 2024, the Allegheny County Sanitary Authority filed a Declaration of Taking (the "Declaration"), a true and correct copy of which is attached hereto and made a part hereof as **Attachment "A"**, with the Allegheny County Department of Court Records at GD-24-013919 captioned as follow:

> **IN RE: CONDEMNATION BY THE ALLEGHENY COUNTY SANITARY AUTHORITY OF A PORTION OF AN UNASSESSED PARCEL OF PROPERTY LOCATED IN THE CITY OF PITTSBURGH, 21st WARD, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, FOR THE CLEAN WATER PLAN.**

The Declaration permanently condemns a portion of the property described as follows in the Declaration and as otherwise shown, in a manner sufficient for its identification, on the plan attached to the Declaration: **A PORTION OF AN UNASSESSED PARCEL OF PROPERTY SITUATE IN THE 21ST WARD OF THE CITY OF PITTSBURGH, ALLEGHENY COUNTY.**

The owner(s) of the property subject to this condemnation and any lienholder(s) of record are unknown.

ALLEGHENY COUNTY SANITARY AUTHORITY

Dated: 11/26/2024

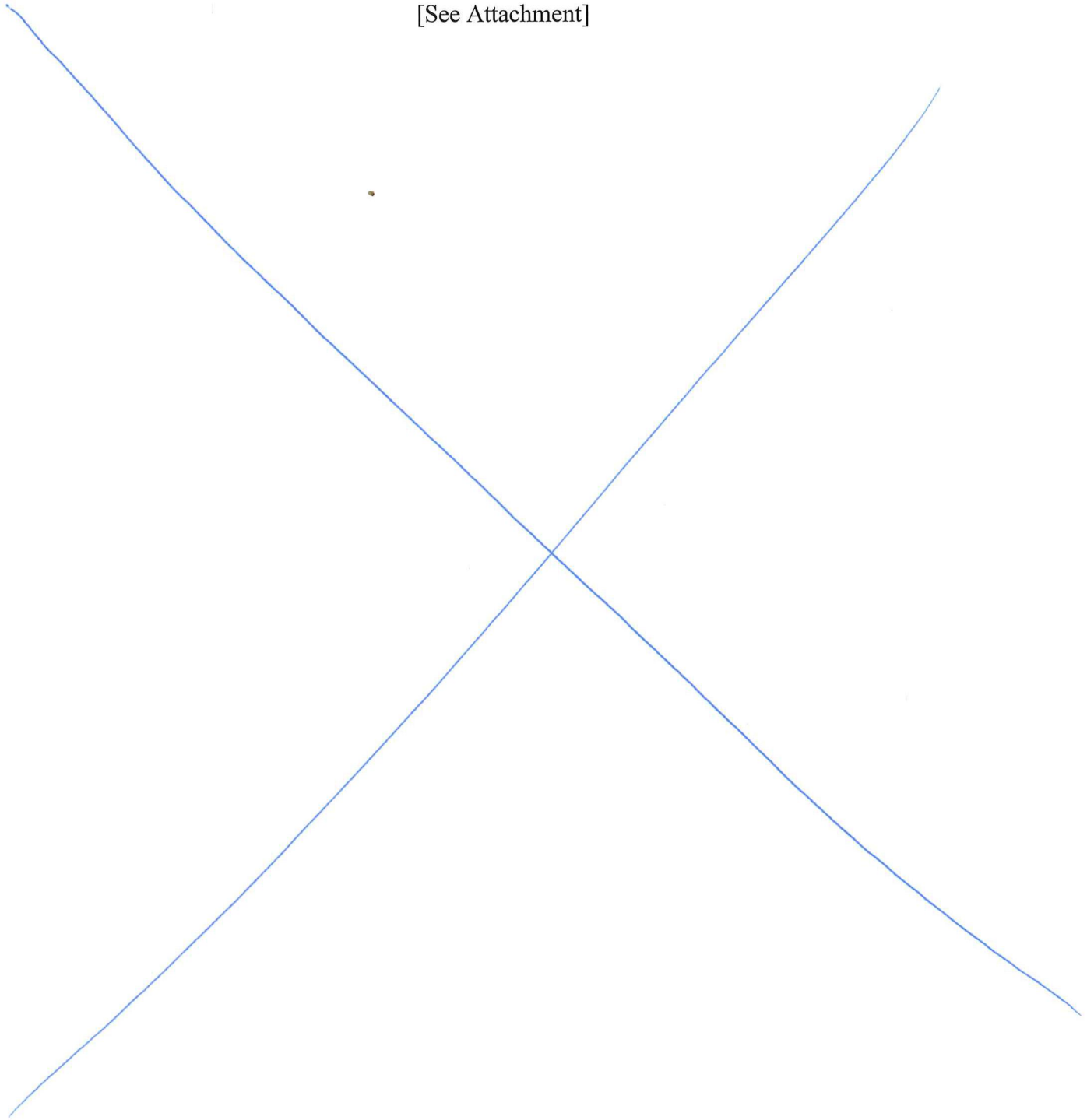
By: _____

Anna R. Hosack, Esquire
Babst Calland Clements and Zomnir, P.C.
Two Gateway Center
603 Stanwix Street 6th Floor
Pittsburgh, PA 15222
(412) 394-5400
(412) 394-6576 (facsimile)

Attachment A
Notice of Condemnation

DECLARATION OF TAKING

[See Attachment]



IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

IN RE: CONDEMNATION BY THE ALLEGHENY COUNTY SANITARY AUTHORITY OF A PORTION OF AN UNASSESSED PARCEL OF PROPERTY LOCATED IN THE CITY OF PITTSBURGH, 21st WARD, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, FOR THE CLEAN WATER PLAN	:	CIVIL DIVISION No. GD 24-013919 IN REM EMINENT DOMAIN **DECLARATION OF TAKING**
CONDEMNEES: ANY PERSON FOUND TO HAVE AN INTEREST IN THE PROPERTY CONDEMNED	:	Code: Filed on behalf of: ALLEGHENY COUNTY SANITARY AUTHORITY

Counsel of Record for this Party:

ALYSSA E. GOLFIERI, ESQUIRE
Pa. I.D. # 314369

MICHAEL T. KORNS, ESQUIRE
Pa. I.D. # 203742

ANNA R. HOSACK, ESQUIRE
Pa. I.D. # 332057

BABST, CALLAND, CLEMENTS & ZOMNIR, P.C.
Pa. Firm No. 812
Two Gateway Center
603 Stanwix Street, 6th Floor
Pittsburgh, PA 15222
(412) 394-5400

DEPT OF CLERK OF RECORDS
CIVIL/FAMILY DIVISION
ALLEGHENY COUNTY PA

2024 NOV 26 PM 3:28

FILED

FILED
26 November 2024
GD-24-013919

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

IN RE: CONDEMNATION BY THE ALLEGHENY COUNTY SANITARY AUTHORITY OF A PORTION OF AN UNACCESSED PARCEL OF PROPERTY LOCATED IN THE CITY OF PITTSBURGH, 21st WARD, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, FOR THE CLEAN WATER PLAN	:	CIVIL DIVISION GD-_____ IN REM EMINENT DOMAIN

CONDEMNEE(S): ANY PERSON FOUND TO HAVE AN INTEREST IN THE PROPERTY CONDEMNED

DECLARATION OF TAKING

The Allegheny County Sanitary Authority ("ALCOSAN"), pursuant to Section 302 of the Eminent Domain Code, 26 Pa.C.S. § 302, respectfully declares the following:

1. The Condemnor is ALCOSAN, a municipal authority existing under the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. § 5601, *et seq.* (the "Act").

2. ALCOSAN's address is 3300 Preble Avenue, Pittsburgh, Allegheny County, Pennsylvania.

3. ALCOSAN was formed in 1946 to provide wastewater treatment service to abate the pollution of certain waters of the Commonwealth of Pennsylvania. ALCOSAN's service area now extends over 310 square miles and provides wastewater treatment to 83 municipalities, including the City of Pittsburgh.

4. ALCOSAN is authorized and empowered by the Act to exercise all powers necessary or convenient for the carrying out of its statutorily proscribed purposes, including without limitation the power of eminent domain. *See* 53 Pa.C.S. § 5607(d).

5. The property subject to this Declaration of Taking is situate in the 21st Ward of the City of Pittsburgh, Allegheny County and is currently unassessed - i.e., the Subject Property is not identified by a Block and Lot Number by the Allegheny County Office of Property Assessment (the "Subject Property").

6. The nature of the proposed condemnation is a permanent taking of a portion of the Subject Property in the form of three (3) subterranean easements (the "Condemnation"). A plan showing the portion of the Subject Property being condemned, sufficient for its identification, (the "Condemnation Plan") is attached hereto as **Exhibit "A"** and made a part hereof. In accordance with Sections 302(b)(5) and 304 of the Eminent Domain Code, 26 Pa.C.S. §§ 302(b)(5) and 304, the Condemnation Plan will be filed with the Allegheny County Department of Court Records and recorded with the Allegheny County Department of Real Estate on the same day as this Declaration of Taking. A copy of the Condemnation Plan may also be examined at the law offices of Babst Calland Clements & Zomnir, P.C., Two Gateway Center, 603 Stanwix Street, Pittsburgh, PA 15222 during regular business hours.

7. ALCOSAN authorized the Condemnation and, among other things, the filing of this Declaration of Taking by Resolution 2024-09-02 on September 26, 2024. A true and correct copy of Resolution 2024-09-02 is attached hereto as **Exhibit "B"** and made a part hereof. A true and correct copy of Resolution 2024-09-02 may also be examined at ALCOSAN's principal office during regular business hours.

8. The purpose of the Condemnation is to permanently acquire the above-described real property interests for the construction and operation of sewer infrastructure needed to comply with the Modified Consent Decree that ALCOSAN entered with the U.S. Department of Justice, the U.S. Environmental Protection Agency, the Pennsylvania Department of Environmental

Protection, and the Allegheny County Health Department. This sewer infrastructure construction project is known as the Clean Water Plan.

9. Pursuant to Section 303(a) of the Eminent Domain Code, 26 Pa.C.S. § 303(a), ALCOSAN files with this Declaration of Taking an open-end bond, without surety, (the "Bond"), through which just compensation is made or secured. A true and correct copy of the Bond is attached hereto as **Exhibit "C"** and made a part hereof.

Date: 11/26/2024

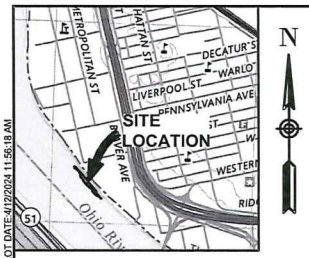
By: _____

Anna R. Hosack, Esquire
Babst, Calland, Clements & Zomnir, P.C.
Two Gateway Center, 6th Floor
Pittsburgh, PA 15222
(412) 394-5400
ahosack@babstcalland.com

Exhibit A
Declaration of Taking

CONDEMNATION PLAN

[See Attachment]



VICINITY MAP
SCALE: 1"=2000'

N

GENERAL NOTES

1.) The plan was prepared based on document research, current record deed plots, right-of-way maps (where applicable) and found right-of-way evidence. This plan is not a Plan of Survey nor has a field survey of the property boundaries been performed.

2.) The property is subject to all prior conveyances, easement, reservations and conditions recited in all prior conveyances.

3.) The U.S. Harbor Line is based on U.S. Army, Corps of Engineers Plan of Ohio River U.S. Harbor Lines, Abrogated 10-15-64, Approved by the Secretary of War on November 26,1941, and field located stations shown on the plan.

4.) The Low Water Line is based on U.S. Army, Corps of Engineers Plan of Ohio River U.S. Harbor Lines, Abrogated 10-15-64, Approved by the Secretary of War on November 26,1941, Pool Elevation of 710.00' and LiDAR information from Pennsylvania Spatial Data Access (PASDA), United States Geological Survey (USGS) dated 2020.

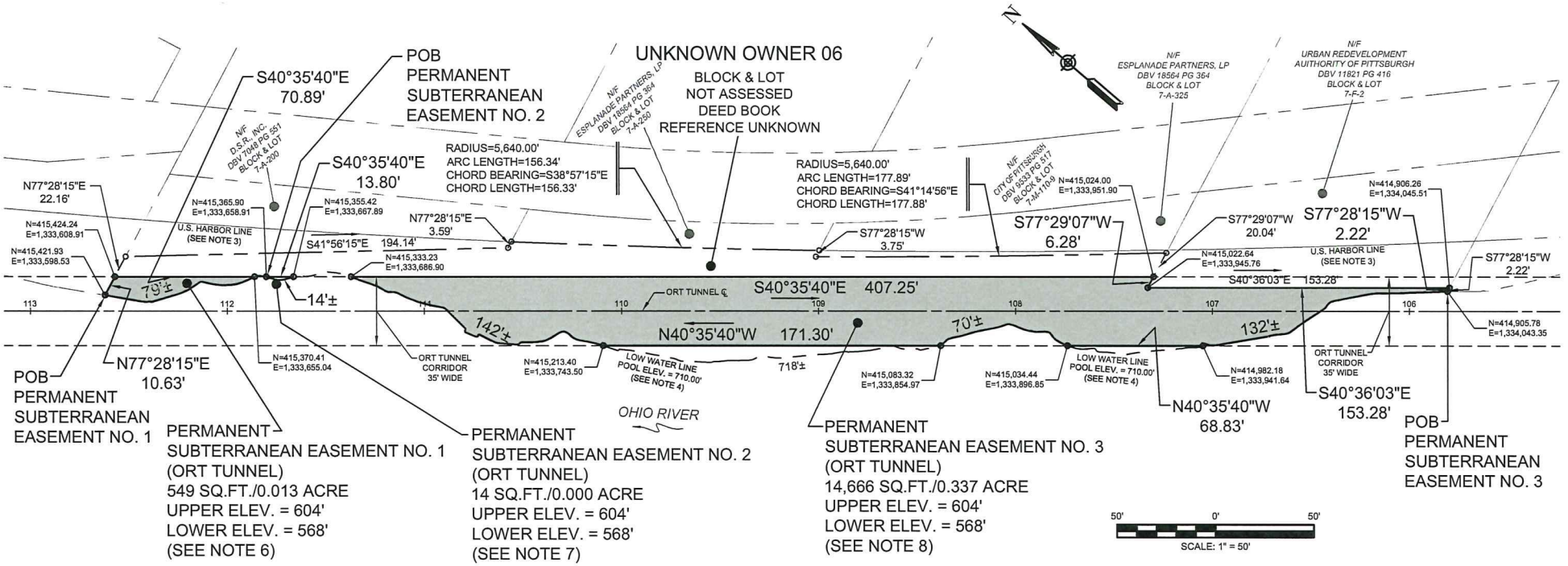
5.) Horizontal Datum is based on Pennsylvania State Plane Coordinate System, South Zone, NAD 1983 and Vertical Datum is based on North American Vertical Datum of 1988, NAVD 88.

6.) The permanent subterranean easement contains the volume bounded by the projection of the metes and bounds described hereon (549 s.f.), and upper plane elevation of 604' and a lower plane elevation of 568'.

7.) The permanent subterranean easement contains the volume bounded by the projection of the metes and bounds described hereon (14 s.f.), and upper plane elevation of 604' and a lower plane elevation of 568'.

8.) The permanent subterranean easement contains the volume bounded by the projection of the metes and bounds described hereon (14,666 s.f.), and upper plane elevation of 604' and a lower plane elevation of 568'.

9.) Permanent subterranean easement or easements in the area(s) shown on the plan are hereto for work and operations necessary or convenient for ALCOSAN's planning, implementation, execution, construction, installation, and completion of the Project, across and the through the property.



Surveyed by:	REVISION			
MBE	REV No.	DATE	DESCRIPTION	APPV
Drawn by:				
BPP				
Checked by:				
BMT				

I, Brody M. Tunno, a licensed Professional Land Surveyor in the Commonwealth of Pennsylvania, hereby certify, to the best of my knowledge, information and belief, that this plan is correct and has been surveyed and prepared by me or under my direct supervision.

Brody M. Tunno, PLS #SU075462 — 04/12/2024 Date

mbe
monaloh basin engineers
Campbells Run Business Center
300 Business Center Drive, Suite 304
Pittsburgh, PA 15205
Office: 412-788-2433 Fax: 412-788-2295
www.mbe-eng.com

COMMONWEALTH OF PENNSYLVANIA — BRODY M. TUNNO — LICENSED PROFESSIONAL LAND SURVEYOR

ARLETTA SCOTT WILLIAMS
EXECUTIVE DIRECTOR, ALCOSAN
3300 PREBLE AVE
PITTSBURGH, PENNSYLVANIA
PITTSBURGH, PA 15233
(412) 766-4810
www.alcosan.org

ALLEGHENY COUNTY SANITARY AUTHORITY
21ST WARD, CITY OF PITTSBURGH
COUNTY OF ALLEGHENY, PENNSYLVANIA

UNKNOWN OWNER 06
BLOCK & LOT NOT ASSESSED
PERMANENT SUBTERRANEAN
EASEMENT EXHIBIT

Contract:	S485
CAD File name:	3364-01 - Unknown Owner 06 Easement Exhibit.dwg
Date:	04/12/2024
Sheet:	1 OF 1

PLOT DATE: 4/12/2024 11:56:18 AM
LAST SAVED BY: BPITCHER
FILE NAME: K:\3364\3364-01 - ORT Mott MacDonald\06 Right-Of-Way\Cadd Files\Production Plans\Property Exhibits\Subsurface Easement Exhibits - 3364-01 - Unknown Owner 06 Easement Exhibit.dwg

Exhibit B
Declaration of Taking

RESOLUTION 2024-09-02

[See Attachment]

OFFICIAL

ALLEGHENY COUNTY SANITARY AUTHORITY
RESOLUTION NO. 2024-09-02

A RESOLUTION OF THE ALLEGHENY COUNTY SANITARY AUTHORITY, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING THE CONDEMNATION OR THE PURCHASE THEREOF IN LIEU OF CONDEMNATION OF CERTAIN SUBTERRANEAN EASEMENTS WHERE (i) THE PROPERTY OWNER IS UNKNOWN OR (ii) AGREEMENT HAS NOT BEEN EXECUTED AS OF THE DATE OF THIS RESOLUTION.

WHEREAS, the Allegheny County Sanitary Authority (the "Authority") is authorized and empowered by the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. § 5601, *et seq.* (the "Act") to exercise all powers necessary to carry out its purposes as contemplated in the Act, including without limitation the powers to acquire property through eminent domain and purchase; and

WHEREAS, in order to meet its mission to provide cost-effective, customer-oriented, and environmentally conscious wastewater treatment that protects public health and enhances the use of natural resources, and in order to develop and construct infrastructure necessary to comply with the Consent Decree that the Authority entered with the U.S. Department of Justice, the U.S. Environmental Protection Agency, the Pennsylvania Department of Environmental Protection and the Allegheny County Health Department in January 2008, as amended, the Authority is in the process of designing for construction various new sewer lines and other apparatus to address combined sewer flows (the "Clean Water Plan"); and

WHEREAS, the Authority has identified subterranean easements (individually a "Subject Property" and collectively, the "Subject Properties"); located on parcels 8-D-98, 43-D-255, 43-D-275, 43-H-50-01, 9-A-177, 9-A-214, 9-A-216, 9-A-218, 43-M-50, 8-F-82, 8-F-82-A, 43-M-5, 9-A-191, 8-F-83, and five unassessed parcels that, in the judgment of the Authority's engineers and other representatives, are necessary, in part, for the Authority to properly execute the Clean Water Plan, and

WHEREAS, the real property identified is either owned by unknown owners or an agreement has not been executed as of the date of this resolution; and

NOW, THEREFORE, the Board of Directors of the Authority hereby resolves as follows, incorporating the above recitals by reference:

Section 1. The Authority, pursuant to the Act, hereby authorizes the condemnation of the Subject Properties or the purchase thereof in lieu of condemnation.

Section 2. The Authority's Solicitor and other Authority officials are hereby authorized and empowered to conduct due diligence, retain the services of appraisers and title insurance agents,

prepare, execute and record declarations of taking, deeds, and other agreements and instruments, all in a form acceptable to the Authority's Solicitor, and take any other action necessary and appropriate under the Pennsylvania Eminent Domain Code, 26 Pa.C.S. §101, *et seq.* including but not limited to the payment of just compensation and all other applicable laws to effectuate the purpose of this Resolution.

Section 3. It is the intention of the Authority that the sections, subsections, paragraphs, sentences, and/or phrases of this Resolution are severable. If any section, subsection, paragraph, sentence, or phrase of this Resolution is for any reason declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of this Resolution as a whole or the validity of any remaining sections, subsections, paragraphs, sentences, or phrases of this Resolution.

Section 4. This Resolution shall take effect immediately.

[Remainder of Page Left Blank]

RESOLVED and **ADOPTED** this 26th day of September, 2024, by the Board of Directors of the Allegheny County Sanitary Authority in lawful session duly assembled.

ATTEST:

Name: [illegible]
Title: Secretary

ALLEGHENY COUNTY SANITARY AUTHORITY

By: [signature]
Name: SHANNON GILLIAM
Title: Pres. of Board

Exhibit C
Declaration of Taking

BOND

[See Attachment]

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

IN RE: CONDEMNATION BY THE ALLEGHENY COUNTY SANITARY AUTHORITY OF A PORTION OF AN UNASSESSED PARCEL OF PROPERTY LOCATED IN THE CITY OF PITTSBURGH, 21st WARD, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, FOR THE CLEAN WATER PLAN	:	CIVIL DIVISION
	:	No. GD _____
	:	IN REM
	:	EMINENT DOMAIN
CONDEMNEES: ANY PERSON FOUND TO HAVE AN INTEREST IN THE PROPERTY CONDEMNED	:	

BOND

KNOW ALL MEN BY THESE PRESENTS that the Allegheny County Sanitary Authority, a municipal authority existing and empowered by the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. § 5601, *et seq.*, is held firmly bound to the Commonwealth of Pennsylvania for the use and benefit of the owner or owners of the property interests condemned by a Declaration of Taking filed, or to be filed, in the above-named Court, and under the above caption, and pay such damages as shall be determined by law.

Now the condition of this obligation is such that if the Allegheny County Sanitary Authority shall pay to the said owner or owners of the property interests condemned such damages as shall be determined by law, this obligation shall be void; otherwise to be and remain in full force and effect.

Sealed with the official seal of the said Authority and dated this 21st day of November, 2024.

ATTEST:

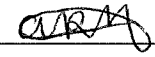
ALLEGHENY COUNTY SANITARY AUTHORITY

By: _____
Arletta Williams
Executive Director

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Cou*rts that require filing confidential information and documents differently than non-confidential information and documents.

Submitted by: Anna R. Hosack, Esquire

Signature: 

Name: Anna R. Hosack, Esquire

Attorney No. (if applicable): 332057

CERTIFICATE OF SERVICE

I, Anna R. Hosack, certify that, pursuant to Sections 305(a) and (b) of the Eminent Domain Code, 26 Pa.C.S. § 305(a) (b), within 30 days of the date set forth below, written notice of the filing of this DECLARATION OF TAKING will be served by posting a copy of said notice upon the most public part of the Subject Property and by publication of a copy of the notice, omitting the plot plan, one time in a newspaper of general circulation in Allegheny County and one time in the Pittsburgh Legal Journal. A courtesy copy of the notice will also be served, within 30 days of the date set forth below, via U.S. registered mail on the following potential lienholders:

Pittsburgh Public School District
341 South Bellefield Avenue
Pittsburgh, PA 15213

City of Pittsburgh
City County Building
414 Grant Street
Pittsburgh, PA 15219

Allegheny County
542 Forbes Avenue
Pittsburgh, PA 15219

Date: 11/20/2024

By: ARH
Anna R. Hosack, Esquire

ALLEGHENY COUNTY
Department of Court Records
Civil/Family Division

Date: 26-NOV-2024 15:29 P.M.
Receipt: 8996654
Cashier: T114100
Payor: ALCOSAN

Case ID: GD-24-013919
In Re: Allegheny County Sanitary Autho

Petition Initiating Case ($160.25)
$160.25

Payment: Credit Card
$160.25

Balance: $0.00

ALLEGHENY COUNTY
Department of Court Records
Civil/Family Division

Date: 26-NOV-2024 15:30 P.M.
Receipt: 8996655
Cashier: T114100
Payor: ALCOSAN

Case ID: GD-24-013919
In Re: Allegheny County Sanitary Autho

Bond Posted ($10.00)
$10.00

Payment: Credit Card
$10.00

Balance: $0.00

Babst | Calland
Attorneys at Law

ORT ADDENDUM 3
Section 01 32 13
Attachment 2.6
(24 Pages)

Anna R. Hosack
Attorney at Law
T 412.394.5406
ahosack@babstcalland.com

April 17, 2025

VIA U.S. REGISTERED MAIL

Leonard Wieczorkowski
728 East Lacock Street
Pittsburgh, PA 15212

RE: NOTICE TO CONDEMNEE
Property Condemnation by the Allegheny County Sanitary Authority
Block and Lot No. 9-A-177
GD-25-003558

Dear Leonard Wieczorkowski:

In accordance with Section 305 of the Eminent Domain Code, 26 Pa. C.S. § 305, you are hereby **NOTIFIED** that a **DECLARATION OF TAKING**, a copy of which is enclosed, was filed on April 1, 2025 by the Allegheny County Sanitary Authority ("ALCOSAN") in the Court of Common Pleas of Allegheny County, Pennsylvania at GD-25-003558.

ALCOSAN has condemned a permanent subterranean easement on a portion of a parcel of real property you own situate in the City of Pittsburgh, 23rd Ward, Allegheny County, currently identified as Allegheny County Tax Parcel ID No. 9-A-177 (the "Subject Property"). A plan showing the entirety of the Subject Property, in a manner sufficient for its identification, and the portion of the Subject Property permanently condemned (the "Condemnation Plan") is also enclosed and is attached to the Declaration of Taking as **Exhibit "A"**.

You are further **NOTIFIED** that if you wish to challenge the power or the right of ALCOSAN to condemn the permanent easement on the Subject Property, the sufficiency of the security, the procedure followed by ALCOSAN, or the Declaration of Taking, you must file preliminary objections within thirty (30) days after having been served with this NOTICE.

Finally, enclosed please find a Memorandum of Recording Notice of Condemnation, which was filed with the Allegheny County Department of Court Records on April 17, 2025.

Babst | Calland
Attorneys at Law

Anna R. Hosack
Attorney at Law
T 412.394.5406
ahosack@babstcalland.com

Best regards,

Anna R. Hosack, Esquire
Attorney for ALCOSAN

ARH/dms
Enclosures

cc: *All Via U.S. Registered Mail Unless Otherwise Noted*
County Solicitor, Allegheny County Law Department, 445 Fort Pitt Boulevard, 300 Fort Pitt Commons, Pittsburgh PA 15219
Pittsburgh Water and Sewer Authority, Penn Liberty Plaza I, 1200 Penn Avenue, Pittsburgh, PA 15222
Craig Laurenson, Keystone Acquisition Services Corporation (via e-mail, w/ enclosures)
Alyssa E. Golfieri, Esq. (via e-mail, w/o enclosures)

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION

IN RE: CONDEMNATION BY THE ALLEGHENY COUNTY SANITARY AUTHORITY OF A PORTION OF A PROPERTY LOCATED IN THE CITY OF PITTSBURGH, 23rd WARD, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, FOR THE CLEAN WATER PLAN (BLOCK AND LOT NO. 9-A-177) CONDEMNEES: LEONARD WIECZORKOWSKI AND ANY OTHER PERSON FOUND TO HAVE AN INTEREST IN THE PROPERTY CONDEMNED	:	No. GD 25-003558 IN REM EMINENT DOMAIN **DECLARATION OF TAKING** Filed on behalf of: ALLEGHENY COUNTY SANITARY AUTHORITY Counsel of Record for this Party: ALYSSA E. GOLFIERI, ESQUIRE Pa. I.D. # 314369 MICHAEL T. KORNS, ESQUIRE Pa. I.D. # 203742 ANNA R. HOSACK, ESQUIRE Pa. I.D. # 332057 BABST, CALLAND, CLEMENTS & ZOMNIR, P.C. Pa. Firm No. 812 Two Gateway Center 603 Stanwix Street, 6th Floor Pittsburgh, PA 15222 (412) 394-5400

CERTIFICATE OF LOCATION

I hereby certify that the location of the real estate affected by this Declaration of Taking is:

Emsworth Borough, Allegheny County

Tax Parcel ID No.: 9-A-177

Anna R. Hosack, Esquire
Attorney for Condemnor

1 April 2025
12:49:58
GD-25-003558

DEPT. OF COURT RECORDS
CIVIL FAMILY DIVISION
ALLEGHENY COUNTY PA

2025 APR -1 PM 12:50

FILED

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION

IN RE: CONDEMNATION BY THE ALLEGHENY COUNTY SANITARY AUTHORITY OF A PORTION OF A PROPERTY LOCATED IN THE CITY OF PITTSBURGH, 23rd WARD, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, FOR THE CLEAN WATER PLAN (BLOCK AND LOT NO. 9-A-177)	:	GD-_____ IN REM EMINENT DOMAIN

CONDEMNEE(S): LEONARD WIECZORKOWSKI AND ANY OTHER PERSON FOUND TO HAVE AN INTEREST IN THE PROPERTY CONDEMNED

DECLARATION OF TAKING

The Allegheny County Sanitary Authority ("ALCOSAN"), pursuant to Section 302 of the Eminent Domain Code, 26 Pa.C.S. § 302, respectfully declares the following:

1. The Condemnor is ALCOSAN, a municipal authority existing under the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. § 5601, *et seq.* (the "Act").

2. ALCOSAN's address is 3300 Preble Avenue, Pittsburgh, Allegheny County, Pennsylvania.

3. ALCOSAN was formed in 1946 to provide wastewater treatment service to abate the pollution of certain waters of the Commonwealth of Pennsylvania. ALCOSAN's service area now extends over 310 square miles and provides wastewater treatment to 83 municipalities, including the City of Pittsburgh.

4. ALCOSAN is authorized and empowered by the Act to exercise all powers necessary or convenient for the carrying out of its statutorily proscribed purposes, including without limitation the power of eminent domain. *See* 53 Pa.C.S. § 5607(d).

5. The property subject to this Declaration of Taking is situate in the 23rd Ward of the City of Pittsburgh, Allegheny County and is identified as Block and Lot Number 9-A-177 by the Allegheny County Office of Property Assessment (the "Subject Property").

6. The nature of the proposed condemnation is a permanent taking of a portion of the Subject Property in the form of a subterranean easement (the "Condemnation"). A plan showing the portion of the Subject Property being condemned, sufficient for its identification, (the "Condemnation Plan") is attached hereto as **Exhibit "A"** and made a part hereof. In accordance with Sections 302(b)(5) and 304 of the Eminent Domain Code, 26 Pa.C.S. §§ 302(b)(5) and 304, the Condemnation Plan will be filed with the Allegheny County Department of Court Records and recorded with the Allegheny County Department of Real Estate on the same day as this Declaration of Taking. A copy of the Condemnation Plan may also be examined at the law offices of Babst Calland Clements & Zomnir, P.C., Two Gateway Center, 603 Stanwix Street, Pittsburgh, PA 15222 during regular business hours.

7. ALCOSAN authorized the Condemnation and, among other things, the filing of this Declaration of Taking by Resolution 2025-01-04 on January 23, 2025. A true and correct copy of Resolution 2025-01-04 is attached hereto as **Exhibit "B"** and made a part hereof. A true and correct copy of Resolution 2025-01-04 may also be examined at ALCOSAN's principal office during regular business hours.

8. The purpose of the Condemnation is to permanently acquire the above-described real property interest for the construction and operation of sewer infrastructure needed to comply with the Modified Consent Decree that ALCOSAN entered with the U.S. Department of Justice, the U.S. Environmental Protection Agency, the Pennsylvania Department of Environmental

Protection, and the Allegheny County Health Department. This sewer infrastructure construction project is known as the Clean Water Plan.

9. Pursuant to Section 303(a) of the Eminent Domain Code, 26 Pa.C.S. § 303(a), ALCOSAN files with this Declaration of Taking an open-end bond, without surety, (the "Bond"), through which just compensation is made or secured. A true and correct copy of the Bond is attached hereto as **Exhibit "C"** and made a part hereof.

Date: 4/1/25

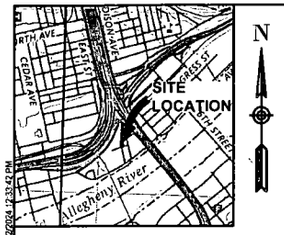
By: _____

Anna R. Hosack, Esquire
Babst, Calland, Clements & Zomnir, P.C.
Two Gateway Center, 6th Floor
Pittsburgh, PA 15222
(412) 394-5400
ahosack@babstcalland.com

Exhibit A
Declaration of Taking

CONDEMNATION PLAN

[See Attachment]



VICINITY MAP
SCALE: 1"=2000'

GENERAL NOTES

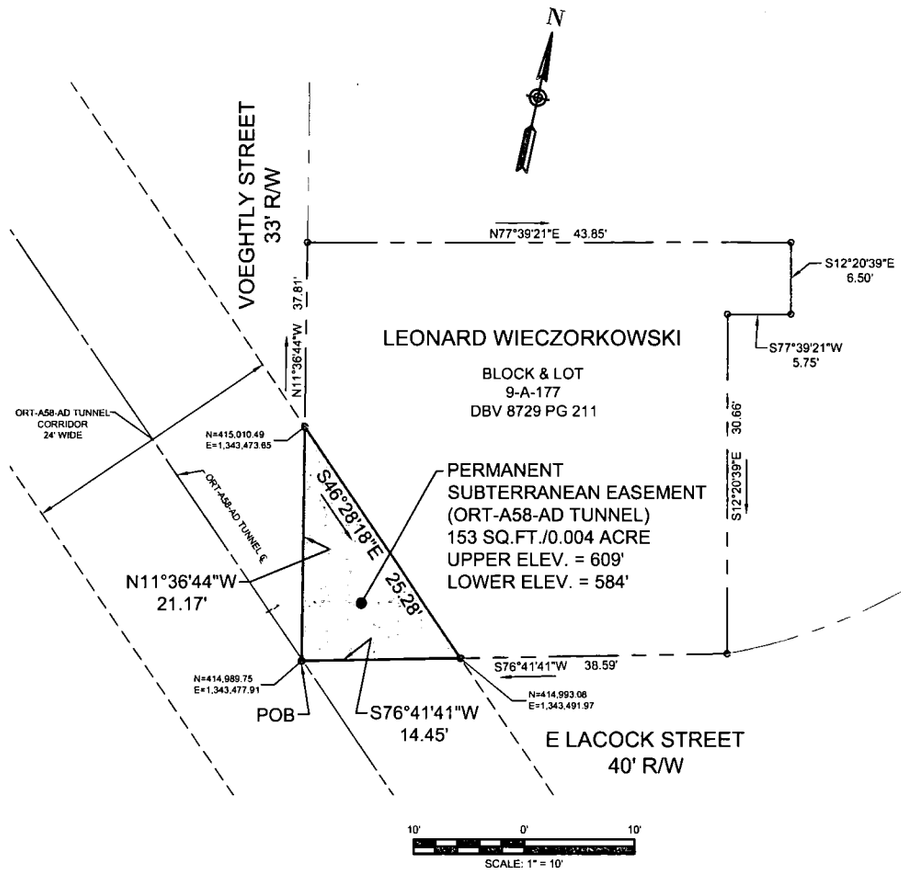
1.) The plan was prepared based on document research, current record deed plots, right-of-way maps (where applicable) and found right-of-way evidence. This plan is not a Plan of Survey nor has a field survey of the property boundaries been performed.

2.) The property is subject to all prior conveyances, easement, reservations and conditions recited in all prior conveyances.

3.) Horizontal Datum is based on Pennsylvania State Plane Coordinate System, South Zone, NAD 1983 and Vertical Datum is based on North American Vertical Datum of 1988, NAVD 88.

4.) The permanent subterranean easement contains the volume bounded by the projection of the metes and bounds described hereon (153 s.f.), and upper plane elevation of 609' and a lower plane elevation of 584'.

5.) Permanent subterranean easement or easements in the area(s) shown on the plan are hereto for work and operations necessary or convenient for ALCOSAN's planning, implementation, execution, construction, installation, and completion of the Project, across and the through the property.



Surveyed by:	REVISION			
MBE	REV No.	DATE	DESCRIPTION	APPV
Drawn by:				
BPP				
Checked by:				
BMT				

I, Brody M. Tunno, a licensed Professional Land Surveyor in the Commonwealth of Pennsylvania, hereby certify, to the best of my knowledge, information and belief, that this plan is correct and has been surveyed and prepared by me or under my direct supervision.

Brody M. Tunno, PLS #SU075482 — 04/12/2024 Date

mbe
monaloh basin engineers
Campbells Run Business Center
300 Business Center Drive, Suite 304
Pittsburgh, PA 15205
Office: 412-788-2433 Fax: 412-788-2295
www.mbe-eng.com

COMMONWEALTH OF PENNSYLVANIA — BRODY M. TUNNO — PROFESSIONAL LAND SURVEYOR

alcosan
ARLETTA SCOTT WILLIAMS
EXECUTIVE DIRECTOR, ALCOSAN
3300 PREBLE AVE.
PITTSBURGH, PENNSYLVANIA
PITTSBURGH, PA 15233
(412) 766-4810
www.alcosan.org

ALLEGHENY COUNTY SANITARY AUTHORITY
23RD WARD, CITY OF PITTSBURGH
COUNTY OF ALLEGHENY, PENNSYLVANIA

LEONARD WIECZORKOWSKI
BLOCK & LOT 9-A-177
PERMANENT SUBTERRANEAN EASEMENT EXHIBIT

Contract:	S485
CAD File name:	3364.01 - 9-A-177 Easement Exhibit.dwg
Date:	04/12/2024
Sheet:	1 OF 1

FILE NAME: I:\3364\3364.01 - ORT Mon MacDonald\06 Right-Of-Way\Cadd Files\Production Plans\Property Exhibits\Subsurface Easement Exhibits - 3364.01 - 9-A-177 Easement Exhibit - LAST SAVED BY: BPITCHER PLOT DATE: 4/12/2024 12:23:43 PM

mbe
monaloh basin
engineers

Permanent Subterranean Easement
Parcel ID: 9-A-177

Permanent Subterranean Easement – ORT-A58-AD Tunnel

All that piece or parcel of land situate in the 23rd Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, having boundaries comprised of two subterranean horizontal plans and three vertical planes so as to be a polyhedron, being more particularly described as follows:

The two horizontal planes, the first of which is at an elevation of 609 feet, and the second of which is at an elevation of 584 feet, both elevations as established by the North American Vertical Datum of 1988, each of which is bounded as follows:

Beginning at a point at the intersection of the northerly line of E Lacock Street (40' wide) and the easterly line of Voeghtly Street (33' wide).

Thence from said point of beginning along the easterly line of Voeghtly Street North 11°36'44" West a distance of 21.17' to a point at the intersection of the easterly line of Voeghtly Street and the easterly line of the Permanent Subterranean Easement;

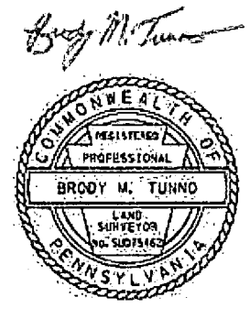
Thence through the lands of Leonard Wieczorkowski along the easterly line of the Permanent Subterranean Easement South 46°28'18" East a distance of 25.28' to a point at the intersection of the easterly line of the Permanent Subterranean Easement and the northerly line of E Lacock Street;

Thence along the northerly line of E Lacock Street South 76°41'41" West a distance of 14.45' to a point, at the place of beginning.

Each said horizontal plane containing within its said bounds 153 Square Feet, or 0.004 Acre of area more or less.

The three vertical planes are those that connect to the boundaries of the two horizontal planes described above so as to fully enclose the polyhedron.

Being a part of the parcel of land that the Commonwealth of Pennsylvania Department of Transportation by their deed dated May 29, 1992 and recorded in Deed Book Volume 8729, Page 211 conveyed to Leonard Wieczorkowski.



Campbells Run Business Center, 300 Business Center Drive, Pittsburgh, PA 15205 412-788-2433

I:\3364\3364-01 - ORT Mott MacDonald\06 Right-Of-Way\Legal Descriptions\Subsurface Easement Exhibits\3364-01 - 9-A-177 Legal Description.docx

April 12, 2024

Exhibit B
Declaration of Taking

RESOLUTION 2025-01-04

[See Attachment]

OFFICIAL

ALLEGHENY COUNTY SANITARY AUTHORITY
RESOLUTION NO. 2025-1-04

A RESOLUTION OF THE ALLEGHENY COUNTY SANITARY AUTHORITY, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING THE CONDEMNATION, OR THE PURCHASE IN LIEU THEREOF, OF A PERMANENT REAL ESTATE INTEREST IN A PARCEL OF REAL ESTATE, IDENTIFIED AS ALLEGHENY COUNTY BLOCK AND LOT NO. 9-A-177, NOW OR FORMERLY OWNED BY LEONARD WIECZORKOWSKI.

WHEREAS, the Allegheny County Sanitary Authority (the "Authority") is authorized and empowered by the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. § 5601, *et seq.* (the "Act") to exercise all powers necessary to carry out its purposes as contemplated in the Act, including without limitation the powers to acquire property through eminent domain and purchase; and

WHEREAS, in order to meet its mission to provide cost-effective, customer-oriented, and environmentally conscious wastewater treatment that protects public health and enhances the use of natural resources, and in order to develop and construct infrastructure necessary to comply with the Consent Decree that the Authority entered with the U.S. Department of Justice, the U.S. Environmental Protection Agency, the Pennsylvania Department of Environmental Protection and the Allegheny County Health Department in January 2008, as amended, the Authority is in the process of designing for construction various new sewer lines and other apparatus to address combined sewer flows (the "Clean Water Plan"); and

WHEREAS, the Authority has identified a parcel of real property that, in the judgment of the Authority's engineers and other representatives, and in connection with other property that has been or will be acquired, is necessary for the Authority to acquire a permanent easement in for the purpose of effectuating the Clean Water Plan; said parcel is identified in the records of the Allegheny County Assessment Office as Block and Lot Nos. 9-A-177 situate in the City of Pittsburgh, 23rd Ward (the "Subject Parcel"); and

WHEREAS, the real estate interest that the Authority needs to acquire in the Subject Parcel in furtherance of the Clean Water Plan construction activities is a permanent subterranean easement over a portion of the Subject Parcel, which is more particularly depicted in the Plat Plan attached as **Exhibit "A"** (the "Subject Property Interest"); and

WHEREAS, the Subject Parcel is vacant land with a small amount of vegetation.

NOW, THEREFORE, the Board of Directors of the Authority hereby resolves as follows, incorporating the above recitals by reference:

Section 1. The Authority, pursuant to the Act, hereby authorizes the condemnation of the Subject Property Interest.

Section 2. The Authority authorizes the purchase in lieu of condemnation of the Subject Property Interest from the current owner of the Subject Parcel for consideration in the amount of Five Hundred and 00/100 Dollars ($500.00), plus closing and other costs related thereto according to customary practice in Pennsylvania.

Section 3. The Authority's Solicitor and other Authority officials are hereby authorized and empowered to conduct due diligence, retain the services of appraisers and title insurance agents, prepare, execute and record declarations of taking, deeds, and other agreements and instruments, all in a form acceptable to the Authority's Solicitor, and take any other action necessary and appropriate under the Pennsylvania Eminent Domain Code, 26 Pa.C.S. §101, *et seq.* and all other applicable laws to effectuate the purpose of this Resolution.

Section 4. It is the intention of the Authority that the sections, subsections, paragraphs, sentences, and/or phrases of this Resolution are severable. If any section, subsection, paragraph, sentence, or phrase of this Resolution is for any reason declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of this Resolution as a whole or the validity of any remaining sections, subsections, paragraphs, sentences, or phrases of this Resolution.

Section 5. This Resolution shall take effect immediately.

[Remainder of Page Left Blank]

RESOLVED and **ADOPTED** this 23rd day of January, 2025, by the Board of Directors of the Allegheny County Sanitary Authority in lawful session duly assembled.

ATTEST:

Name: DARRIN KELLY
Title: SEC

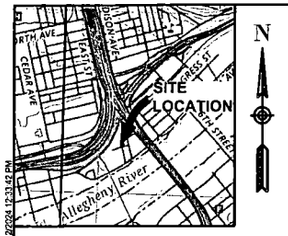
ALLEGHENY COUNTY SANITARY AUTHORITY

By:
Name: SHANNAH GILLIAM
Title: CHAIR

(Seal)

EXHIBIT A

PLAT PLAN



VICINITY MAP
SCALE: 1"=2000'

GENERAL NOTES

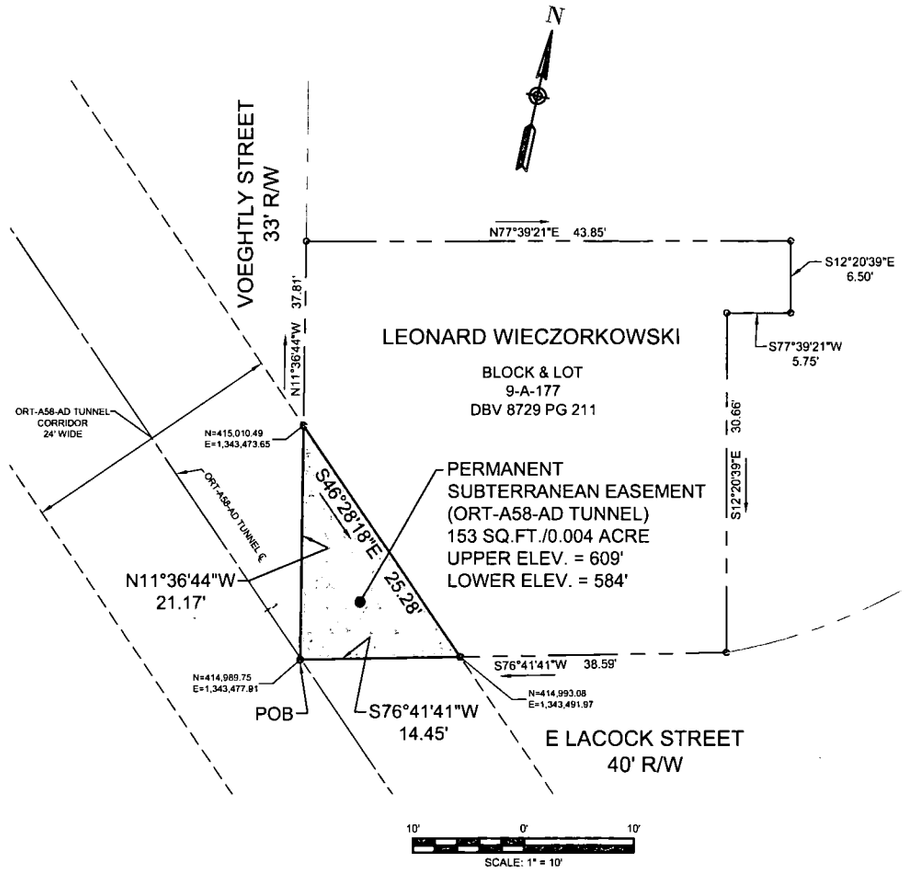
1.) The plan was prepared based on document research, current record deed plots, right-of-way maps (where applicable) and found right-of-way evidence. This plan is not a Plan of Survey nor has a field survey of the property boundaries been performed.

2.) The property is subject to all prior conveyances, easement, reservations and conditions recited in all prior conveyances.

3.) Horizontal Datum is based on Pennsylvania State Plane Coordinate System, South Zone, NAD 1983 and Vertical Datum is based on North American Vertical Datum of 1988, NAVD 88.

4.) The permanent subterranean easement contains the volume bounded by the projection of the metes and bounds described hereon (153 s.f.), and upper plane elevation of 609' and a lower plane elevation of 584'.

5.) Permanent subterranean easement or easements in the area(s) shown on the plan are hereto for work and operations necessary or convenient for ALCOSAN's planning, implementation, execution, construction, installation, and completion of the Project, across and the through the property.



Surveyed by: MBE	REVISION			
Drawn by: BPP	REV No.	DATE	DESCRIPTION	APPV
Checked by: BMT				

I, Brody M. Tunno, a licensed Professional Land Surveyor in the Commonwealth of Pennsylvania, hereby certify, to the best of my knowledge, information and belief, that this plan is correct and has been surveyed and prepared by me or under my direct supervision.

Brody M. Tunno, PLS #SU075482 — 04/12/2024 Date

mbe
monaloh basin engineers
Campbells Run Business Center
300 Business Center Drive, Suite 304
Pittsburgh, PA 15205
Office: 412-788-2433 Fax: 412-788-2295
www.mbe-eng.com

ARLETTA SCOTT WILLIAMS
EXECUTIVE DIRECTOR, ALCOSAN
3300 PREBLE AVE.
PITTSBURGH, PENNSYLVANIA
PITTSBURGH, PA 15233
(412) 766-4810
www.alcosan.org

ALLEGHENY COUNTY SANITARY AUTHORITY
23RD WARD, CITY OF PITTSBURGH
COUNTY OF ALLEGHENY, PENNSYLVANIA

LEONARD WIECZORKOWSKI
BLOCK & LOT 9-A-177
PERMANENT SUBTERRANEAN EASEMENT EXHIBIT

Contract:	S485
CAD File name:	3384-01 - 9-A-177 Easement Exhibit.dwg
Date:	04/12/2024
Sheet:	1 OF 1

FILE NAME:\\3384\3384-01 - ORT Herr MacDonald\06 Right-Of-Way\Cadd Files\Production Plans\Property Exhibits\Subsurface Easement Exhibits - 3384-01 - 9-A-177 Easement Exhibit LAST SAVED BY: BPITCHER PLOT DATE: 4/12/2024 12:23:42 PM

mbe
monaloh basin
engineers

Permanent Subterranean Easement
Parcel ID: 9-A-177

Permanent Subterranean Easement – ORT-A58-AD Tunnel

All that piece or parcel of land situate in the 23rd Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, having boundaries comprised of two subterranean horizontal plans and three vertical planes so as to be a polyhedron, being more particularly described as follows:

The two horizontal planes, the first of which is at an elevation of 609 feet, and the second of which is at an elevation of 584 feet, both elevations as established by the North American Vertical Datum of 1988, each of which is bounded as follows:

Beginning at a point at the intersection of the northerly line of E Lacock Street (40' wide) and the easterly line of Voeghtly Street (33' wide).

Thence from said point of beginning along the easterly line of Voeghtly Street North 11°36'44" West a distance of 21.17' to a point at the intersection of the easterly line of Voeghtly Street and the easterly line of the Permanent Subterranean Easement;

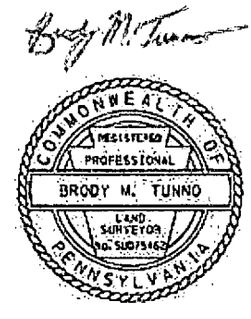
Thence through the lands of Leonard Wieczorkowski along the easterly line of the Permanent Subterranean Easement South 46°28'18" East a distance of 25.28' to a point at the intersection of the easterly line of the Permanent Subterranean Easement and the northerly line of E Lacock Street;

Thence along the northerly line of E Lacock Street South 76°41'41" West a distance of 14.45' to a point, at the place of beginning.

Each said horizontal plane containing within its said bounds 153 Square Feet, or 0.004 Acre of area more or less.

The three vertical planes are those that connect to the boundaries of the two horizontal planes described above so as to fully enclose the polyhedron.

Being a part of the parcel of land that the Commonwealth of Pennsylvania Department of Transportation by their deed dated May 29, 1992 and recorded in Deed Book Volume 8729, Page 211 conveyed to Leonard Wieczorkowski.



Campbells Run Business Center, 300 Business Center Drive, Pittsburgh, PA 15205 412-788-2433

Exhibit C
Declaration of Taking

BOND

[See Attachment]

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

IN RE: CONDEMNATION BY THE ALLEGHENY COUNTY SANITARY AUTHORITY OF A PORTION OF A PROPERTY LOCATED IN THE CITY OF PITTSBURGH, 23rd WARD, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, FOR THE CLEAN WATER PLAN (BLOCK AND LOT NO. 9-A-177)	:	CIVIL DIVISION No. GD _____ IN REM EMINENT DOMAIN
CONDEMNEES: LEONARD WIECZORKOWSKI AND ANY OTHER PERSON FOUND TO HAVE AN INTEREST IN THE PROPERTY CONDEMNED	:	

BOND

KNOW ALL MEN BY THESE PRESENTS that the Allegheny County Sanitary Authority, a municipal authority existing and empowered by the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. § 5601, *et seq.*, is held firmly bound to the Commonwealth of Pennsylvania for the use and benefit of the owner or owners of the property interests condemned by a Declaration of Taking filed, or to be filed, in the above-named Court, and under the above caption, and pay such damages as shall be determined by law.

Now the condition of this obligation is such that if the Allegheny County Sanitary Authority shall pay to the said owner or owners of the property interests condemned such damages as shall be determined by law, this obligation shall be void; otherwise to be and remain in full force and effect.

Sealed with the official seal of the said Authority and dated this 24th day of JANUARY, 2025.

ATTEST:

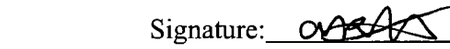
ALLEGHENY COUNTY SANITARY AUTHORITY

By: _____
Arletta Williams
Executive Director

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Cou*rts that require filing confidential information and documents differently than non-confidential information and documents.

Submitted by: Anna R. Hosack, Esquire

Signature: 

Name: Anna R. Hosack, Esquire

Attorney No. (if applicable): 332057

CERTIFICATE OF SERVICE

I, Anna R. Hosack, certify that, pursuant to Sections 305(a) and (b) of the Eminent Domain Code, 26 Pa.C.S. § 305(a) (b), within 30 days of the date set forth below, written notice of the filing of this DECLARATION OF TAKING will be served by U.S. Registered Mail to the condemnee and lienholders:

Leonard Wieczorkowski
728 East Lacock Street
Pittsburgh, PA 15212

County Solicitor
Allegheny County Law Department
445 Fort Pitt Boulevard
300 Fort Pitt Commons
Pittsburgh, PA 15219

Pittsburgh Water and Sewer Authority
Penn Liberty Plaza I
1200 Penn Avenue
Pittsburgh, PA 15222

Date: 4/1/25

By: _____
Anna R. Hosack, Esquire

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION

IN RE: CONDEMNATION BY THE ALLEGHENY COUNTY SANITARY AUTHORITY OF PORTION OF A PROPERTY LOCATED IN THE CITY OF PITTSBURGH, 23rd WARD, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, FOR THE CLEAN WATER PLAN (BLOCK AND LOT NO. 9-A-177)	:	NO. GD-25-003558
	:	IN REM
	:	EMINENT DOMAIN
	:	**MEMORANDUM OF RECORDING NOTICE OF CONDEMNATION**
	:	Code:
CONDEMNEE(S): LEONARD WIECZORKOWSKI AND ANY OTHER PERSON FOUND TO HAVE AN INTEREST IN THE PROPERTY CONDEMNED	:	Filed on behalf of: ALLEGHENY COUNTY SANITARY AUTHORITY
	:	Counsel of Record for this Party:
	:	ALYSSA E. GOLFIERI, ESQUIRE Pa. I.D. # 314369
	:	MICHAEL T. KORNS, ESQUIRE Pa. I.D. # 203742
	:	ANNA R. HOSACK, ESQUIRE Pa. I.D. # 332057
	:	BABST, CALLAND, CLEMENTS & ZOMNIR, P.C. Pa. Firm No. 812 Two Gateway Center 603 Stanwix Street, 6th Floor Pittsburgh, PA 15222 (412) 394-5400

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY,PENNSYLVANIA
CIVIL DIVISION

IN RE: CONDEMNATION BY THE ALLEGHENY COUNTY SANITARY AUTHORITY OF A PORTION OF A PROPERTY LOCATED IN THE CITY OF PITTSBURGH, 23rd WARD, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, FOR THE CLEAN WATER PLAN (BLOCK AND LOT NO. 9-A-177)	:	No. GD-25-003558 IN REM EMINENT DOMAIN

CONDEMNEE(S): LEONARD WIECZORKOWSKI AND ANY OTHER PERSON FOUND TO HAVE AN INTEREST IN THE PROPERTY CONDEMNED

MEMORANDUM OF RECORDING NOTICE OF CONDEMNATION

In accordance with Section 304(b)(4) of the Eminent Domain Code, 26 Pa. C.S. § 304(b)(4), a Notice of Condemnation was recorded on April 1, 2025, in the Allegheny County Department of Real Estate, Pennsylvania, as Instrument Number 2025-7684, setting forth: (a) the court term, number, and date of filing of the Declaration of Taking, (b) description or plan of the property condemned sufficient for identification, and (c) the name of the owner of the property interests condemned, as reasonably known to the condemnor.

ALLEGHENY COUNTY
SANITARYAUTHORITY

Dated: April 17, 2025

By: _____

Anna R. Hosack, Esquire
Babst Calland Clements and Zomnir, P.C.
Two Gateway Center, 6th Floor
Pittsburgh, PA 15222
(412) 394-5400
(412) 394-6576 (facsimile)
ahosack@babstcalland.com

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Cou*rts that require filing confidential information and documents differently than non-confidential information and documents.

Submitted by: Anna R. Hosack, Esquire

Signature:

Name: Anna R. Hosack, Esquire

Attorney No. (if applicable): 332057

CERTIFICATE OF SERVICE

I, Anna R. Hosack, certify that a true and correct copy of the foregoing MEMO OF RECORDING NOTICE OF CONDEMNATION has been served via U.S. regular mail on the date set forth below to the following:

Leonard Wieczorkowski
728 East Lacock Street
Pittsburgh, PA 15212

County Solicitor
Allegheny County Law Department
445 Fort Pitt Boulevard
300 Fort Pitt Commons
Pittsburgh, PA 15219

Pittsburgh Water and Sewer Authority
Penn Liberty Plaza I
1200 Penn Avenue
Pittsburgh, PA 15222

Date: April 17, 2025

By:

Anna R. Hosack, Esquire

Anna R. Hosack
Attorney at Law
T 412.394.5406
ahosack@babstcalland.com

April 17, 2025

VIA U.S. REGISTERED MAIL

River Road Development LLC
554 Dorseyville Road
Pittsburgh, PA 15238

RE: NOTICE TO CONDEMNEE
Property Condemnation by the Allegheny County Sanitary Authority
Block and Lot No. 43-M-5
GD-25-003561

Dear River Road Development LLC:

In accordance with Section 305 of the Eminent Domain Code, 26 Pa. C.S. § 305, you are hereby **NOTIFIED** that a **DECLARATION OF TAKING**, a copy of which is enclosed, was filed on April 1, 2025 by the Allegheny County Sanitary Authority ("ALCOSAN") in the Court of Common Pleas of Allegheny County, Pennsylvania at GD-25-003561.

ALCOSAN has condemned a permanent subterranean easement on a portion of a parcel of real property you own situate in the Borough of McKees Rocks, Allegheny County, currently identified as Allegheny County Tax Parcel ID No. 43-M-5 (the "Subject Property"). A plan showing the entirety of the Subject Property, in a manner sufficient for its identification, and the portion of the Subject Property permanently condemned (the "Condemnation Plan") is also enclosed and is attached to the Declaration of Taking as **Exhibit "A"**.

You are further **NOTIFIED** that if you wish to challenge the power or the right of ALCOSAN to condemn the permanent easement on the Subject Property, the sufficiency of the security, the procedure followed by ALCOSAN, or the Declaration of Taking, you must file preliminary objections within thirty (30) days after having been served with this NOTICE.

Finally, enclosed please find a Memorandum of Recording Notice of Condemnation, which was filed with the Allegheny County Department of Court Records on April 17, 2025.

Babst | Calland
Attorneys at Law

Anna R. Hosack
Attorney at Law
T 412.394.5406
ahosack@babstcalland.com

Best regards,

Anna R. Hosack, Esquire
Attorney for ALCOSAN

ARH/dms
Enclosures

cc: *All Via U.S. Registered Mail Unless Otherwise Noted*
Craig Laurenson, Keystone Acquisition Services Corporation (via e-mail, w/ enclosures)
Alyssa E. Golfieri, Esq. (via e-mail, w/o enclosures)

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION

IN RE: CONDEMNATION BY THE ALLEGHENY COUNTY SANITARY AUTHORITY OF A PORTION OF A PROPERTY LOCATED IN THE BOROUGH OF MCKEES ROCKS, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, FOR THE CLEAN WATER PLAN (BLOCK AND LOT NO. 43-M-5)	No. GD 25-003561
	IN REM
	EMINENT DOMAIN
	DECLARATION OF TAKING
CONDEMNEES: RIVER ROAD DEVELOPMENT LLC AND ANY OTHER PERSON FOUND TO HAVE AN INTEREST IN THE PROPERTY CONDEMNED	Filed on behalf of: ALLEGHENY COUNTY SANITARY AUTHORITY
	Counsel of Record for this Party:
	ALYSSA E. GOLFIERI, ESQUIRE Pa. I.D. # 314369
	MICHAEL T. KORNS, ESQUIRE Pa. I.D. # 203742
	ANNA R. HOSACK, ESQUIRE Pa. I.D. # 332057
	BABST, CALLAND, CLEMENTS & ZOMNIR, P.C. Pa. Firm No. 812 Two Gateway Center 603 Stanwix Street, 6th Floor Pittsburgh, PA 15222 (412) 394-5400

CERTIFICATE OF LOCATION

I hereby certify that the location of the real estate affected by this Declaration of Taking is:

Emsworth Borough, Allegheny County

Tax Parcel ID No.: 43-M-5

Anna R. Hosack, Esquire
Attorney for Condemnor

1 April 2025
12:57:27
GD-25-003561

DEPT OF COURT RECORDS
CIVIL FAMILY DIVISION
ALLEGHENY COUNTY PA

2025 APR -1 PM 12:57

FILED

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION

IN RE: CONDEMNATION BY THE ALLEGHENY COUNTY SANITARY AUTHORITY OF A PORTION OF A PROPERTY LOCATED IN THE BOROUGH OF MCKEES ROCKS, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA FOR THE CLEAN WATER PLAN (BLOCK AND LOT NO. 43-M-5)	:	GD-_____ IN REM EMINENT DOMAIN

CONDEMNEE(S): RIVER ROAD DEVELOPMENT LLC AND ANY OTHER PERSON FOUND TO HAVE AN INTEREST IN THE PROPERTY CONDEMNED

DECLARATION OF TAKING

The Allegheny County Sanitary Authority ("ALCOSAN"), pursuant to Section 302 of the Eminent Domain Code, 26 Pa.C.S. § 302, respectfully declares the following:

1. The Condemnor is ALCOSAN, a municipal authority existing under the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. § 5601, *et seq.* (the "Act").

2. ALCOSAN's address is 3300 Preble Avenue, Pittsburgh, Allegheny County, Pennsylvania.

3. ALCOSAN was formed in 1946 to provide wastewater treatment service to abate the pollution of certain waters of the Commonwealth of Pennsylvania. ALCOSAN's service area now extends over 310 square miles and provides wastewater treatment to 83 municipalities, including the City of Pittsburgh.

4. ALCOSAN is authorized and empowered by the Act to exercise all powers necessary or convenient for the carrying out of its statutorily proscribed purposes, including without limitation the power of eminent domain. *See* 53 Pa.C.S. § 5607(d).

5. The property subject to this Declaration of Taking is situate in the Borough of McKees Rocks, Allegheny County and is identified as Block and Lot Number 43-M-5 by the Allegheny County Office of Property Assessment (the "Subject Property").

6. The nature of the proposed condemnation is a permanent taking of a portion of the Subject Property in the form of a subterranean easement (the "Condemnation"). A plan showing the portion of the Subject Property being condemned, sufficient for its identification, (the "Condemnation Plan") is attached hereto as **Exhibit "A"** and made a part hereof. In accordance with Sections 302(b)(5) and 304 of the Eminent Domain Code, 26 Pa.C.S. §§ 302(b)(5) and 304, the Condemnation Plan will be filed with the Allegheny County Department of Court Records and recorded with the Allegheny County Department of Real Estate on the same day as this Declaration of Taking. A copy of the Condemnation Plan may also be examined at the law offices of Babst Calland Clements & Zomnir, P.C., Two Gateway Center, 603 Stanwix Street, Pittsburgh, PA 15222 during regular business hours.

7. ALCOSAN authorized the Condemnation and, among other things, the filing of this Declaration of Taking by Resolution 2025-01-02 on January 23, 2025. A true and correct copy of Resolution 2025-01-02 is attached hereto as **Exhibit "B"** and made a part hereof. A true and correct copy of Resolution 2025-01-02 may also be examined at ALCOSAN's principal office during regular business hours.

8. The purpose of the Condemnation is to permanently acquire the above-described real property interest for the construction and operation of sewer infrastructure needed to comply with the Modified Consent Decree that ALCOSAN entered with the U.S. Department of Justice, the U.S. Environmental Protection Agency, the Pennsylvania Department of Environmental

Protection, and the Allegheny County Health Department. This sewer infrastructure construction project is known as the Clean Water Plan.

9. Pursuant to Section 303(a) of the Eminent Domain Code, 26 Pa.C.S. § 303(a), ALCOSAN files with this Declaration of Taking an open-end bond, without surety, (the "Bond"), through which just compensation is made or secured. A true and correct copy of the Bond is attached hereto as **Exhibit "C"** and made a part hereof.

Date: 4/1/25

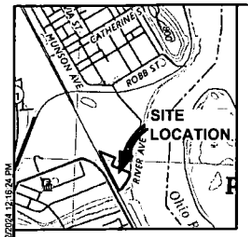
By: _____

Anna R. Hosack, Esquire
Babst, Calland, Clements & Zomnir, P.C.
Two Gateway Center, 6th Floor
Pittsburgh, PA 15222
(412) 394-5400
ahosack@babstcalland.com

Exhibit A
Declaration of Taking

CONDEMNATION PLAN

[See Attachment]



VICINITY MAP
SCALE: 1"=2000'

N

GENERAL NOTES

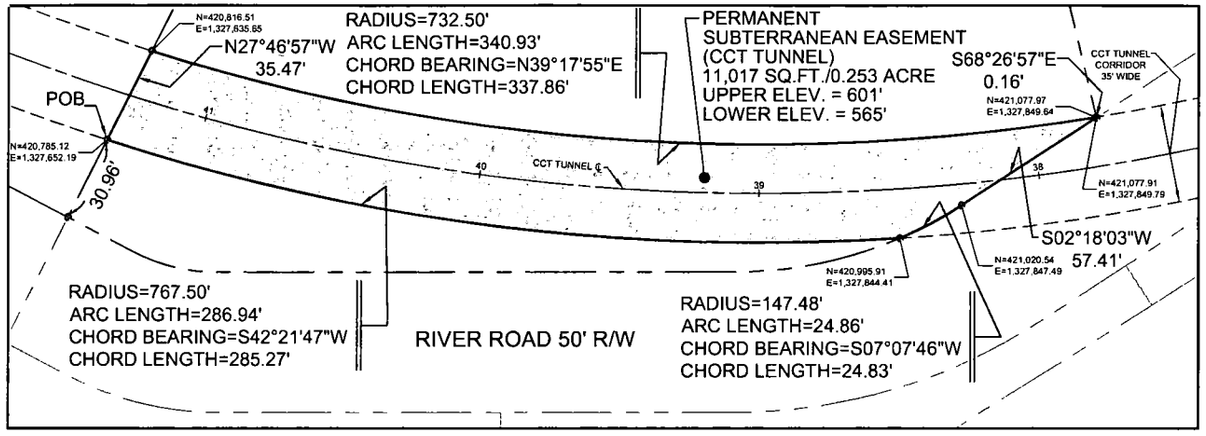
1.) The plan was prepared based on document research, current record deed plots, right-of-way maps (where applicable) and found right-of-way evidence. This plan is not a Plan of Survey nor has a field survey of the property boundaries been performed.

2.) The property is subject to all prior conveyances, easement, reservations and conditions recited in all prior conveyances.

3.) Horizontal Datum is based on Pennsylvania State Plane Coordinate System, South Zone, NAD 1983 and Vertical Datum is based on North American Vertical Datum of 1988, NAVD 88.

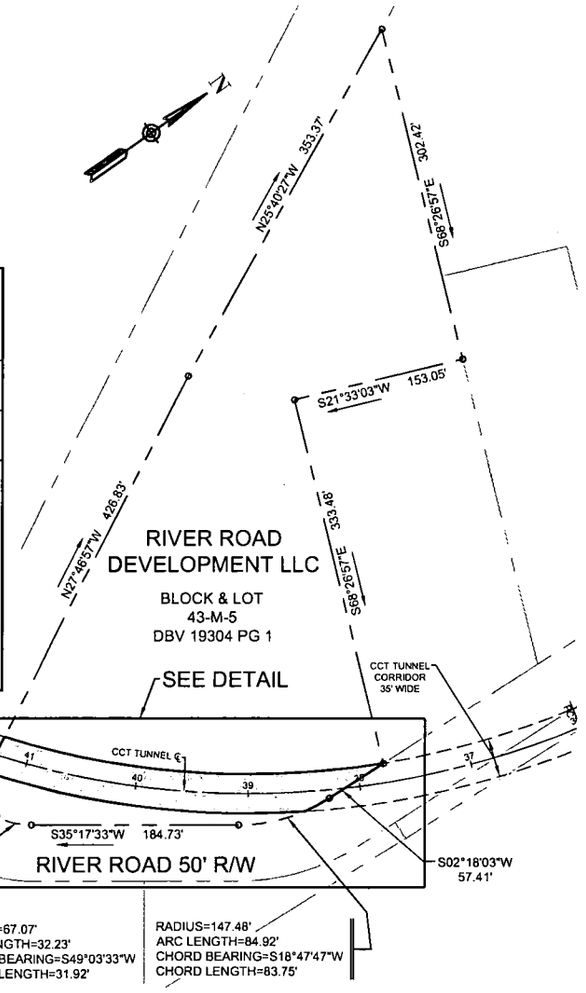
4.) The permanent subterranean easement contains the volume bounded by the projection of the metes and bounds described hereon (11,017 s.f.), and upper plane elevation of 601' and a lower plane elevation of 565'.

5.) Permanent subterranean easement or easements in the area(s) shown on the plan are hereto for work and operations necessary or convenient for ALCOSAN's planning, implementation, execution, construction, installation, and completion of the Project, across and the through the property.



DETAIL

40' 0' 40'
SCALE: 1" = 40'



100' 0' 100'
SCALE: 1" = 100'

Surveyed by: MBE Drawn by: BPP Checked by: BMT	REVISION REV No. / DATE / DESCRIPTION / APPV	I, Brody M. Tunno, a licensed Professional Land Surveyor in the Commonwealth of Pennsylvania, hereby certify, to the best of my knowledge, information and belief, that this plan is correct and has been surveyed and prepared by me or under my direct supervision. Brody M. Tunno, PLS #SU075462 04/12/2024 Date	monaloh basin engineers Campbells Run Business Center 300 Business Center Drive, Suite 304 Pittsburgh, PA 15205 Office: 412-788-2433 Fax: 412-788-2295 www.mbe-eng.com	ARLETTA SCOTT WILLIAMS EXECUTIVE DIRECTOR, ALCOSAN 3300 PREBLE AVE. PITTSBURGH, PENNSYLVANIA PITTSBURGH, PA 15233 (412) 766-4810 www.alcosan.org	ALLEGHENY COUNTY SANITARY AUTHORITY BOROUGH OF MCKEES ROCKS COUNTY OF ALLEGHENY, PENNSYLVANIA RIVER ROAD DEVELOPMENT LLC BLOCK & LOT 43-M-5 PERMANENT SUBTERRANEAN EASEMENT EXHIBIT	Contract: S485 CAD File name: 3384-01_43-M-5 Easement Exhibit.dwg Date: 04/12/2024 Sheet: 1 OF 1

FILE NAME: I:\3384\03\3384-01 - ORT Mon Mav\Design\06 Right-Of-Way\CadD Files\Production Plans\Property Exhibits\Subsurface Easement Exhibits - 3384-01 - 43-M-5 Easement Exhibit.dwg PLOT DATE: 4/12/2024 12:16:24 PM LAST SAVED BY: BPITCHER

mbe
monaloh basin
engineers

Permanent Subterranean Easement
Parcel ID: 43-M-5

Permanent Subterranean Easement – CCT Tunnel

All that piece or parcel of land situate in the Borough of McKees Rocks, Allegheny County, Pennsylvania, having boundaries comprised of two subterranean horizontal planes and six vertical planes so as to be a closed three dimensional shape, being more particularly described as follows:

The two horizontal planes, the first of which is at an elevation of 601 feet, and the second of which is at an elevation of 565 feet, both elevations as established by the North American Vertical Datum of 1988, each of which is bounded as follows:

Beginning at a point at the intersection of the easterly line of the Permanent Subterranean Easement and the southerly property line of River Road Development LLC, said point being distant 30.96' from the intersection of the westerly line of River Road (50' wide) and the southerly property line of River Road Development LLC;

Thence from said point of beginning along the southerly property line of River Road Development LLC North 27°46'57" West a distance of 35.47' to a point at the intersection of the southerly property line of River Road Development LLC and the westerly line of the Permanent Subterranean Easement;

Thence through the lands of River Road Development LLC along the westerly line of the Permanent Subterranean Easement by a curve to the left having a Radius of 732.50' an Arc Length of 340.93' and a Chord Bearing of North 39°17'55" East 337.86' to a point at the intersection of the of the westerly line of the Permanent Subterranean Easement and the northerly property line of River Road Development LLC;

Thence along the northerly property line of River Road Development LLC South 68°26'57" East a distance of 0.16' to a point at the intersection of the northerly property line of River Road Development LLC and the westerly line of River Road;

Thence along the westerly line of River Road South 02°18'03" West a distance of 57.41' to a point of curvature;

Thence continuing along the westerly line of River Road by a curve to right having a Radius of 147.48' an Arc Length of 24.86' and a Chord Bearing of South 07°07'46" West 24.83' to a point at the intersection of the westerly line of River Road and the easterly line of the Permanent Subterranean Easement;

Thence through the lands of River Road Development LLC along the easterly line of the Permanent Subterranean Easement by a curve to the right having a Radius of 767.50' an Arc Length 286.94' and a Chord Bearing of South 42°21'47" West 285.27' to a point, at the place of beginning.

mbe
monaloh basin
engineers

Permanent Subterranean Easement
Parcel ID: 43-M-5

Each said horizontal plane containing within its said bounds 11,017 Square Feet, or 0.253 Acre of area more or less.

The six vertical planes and lateral surfaces that connect the boundaries of the two horizontal planes described above as to fully enclose the three dimensional shape.

Being a part of the parcel of land that CMC Realty, LLC by their deed dated March 29, 2023 and recorded in Deed Book Volume 19304, Page 1 conveyed to River Road Development LLC.

Exhibit B
Declaration of Taking

RESOLUTION 2025-01-02

[See Attachment]

OFFICIAL

ALLEGHENY COUNTY SANITARY AUTHORITY
RESOLUTION NO. 2025-1-02

A RESOLUTION OF THE ALLEGHENY COUNTY SANITARY AUTHORITY, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING THE CONDEMNATION, OR THE PURCHASE IN LIEU THEREOF, OF A PERMANENT REAL ESTATE INTEREST IN A PARCEL OF REAL ESTATE, IDENTIFIED AS ALLEGHENY COUNTY BLOCK AND LOT NO. 43-M-5 NOW OR FORMERLY OWNED BY RIVER ROAD DEVELOPMENT LLC.

WHEREAS, the Allegheny County Sanitary Authority (the "Authority") is authorized and empowered by the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. § 5601, *et seq.* (the "Act") to exercise all powers necessary to carry out its purposes as contemplated in the Act, including without limitation the powers to acquire property through eminent domain and purchase; and

WHEREAS, in order to meet its mission to provide cost-effective, customer-oriented, and environmentally conscious wastewater treatment that protects public health and enhances the use of natural resources, and in order to develop and construct infrastructure necessary to comply with the Consent Decree that the Authority entered with the U.S. Department of Justice, the U.S. Environmental Protection Agency, the Pennsylvania Department of Environmental Protection and the Allegheny County Health Department in January 2008, as amended, the Authority is in the process of designing for construction various new sewer lines and other apparatus to address combined sewer flows (the "Clean Water Plan"); and

WHEREAS, the Authority has identified a parcel of real property that, in the judgment of the Authority's engineers and other representatives, and in connection with other property that has been or will be acquired, is necessary for the Authority to acquire a permanent easement in for the purpose of effectuating the Clean Water Plan; said parcel is identified in the records of the Allegheny County Assessment Office as Block and Lot Nos. 43-M-5 situate in the Borough of McKees Rocks (the "Subject Parcel"); and

WHEREAS, the real estate interest that the Authority needs to acquire in the Subject Parcel in furtherance of the Clean Water Plan construction activities is a permanent subterranean easement over a portion of the Subject Parcel, which is more particularly depicted in the Plat Plan attached as **Exhibit "A"** (the "Subject Property Interest"); and

WHEREAS, the Subject Parcel generally consists of a parking lot and a large commercial structure.

NOW, THEREFORE, the Board of Directors of the Authority hereby resolves as follows, incorporating the above recitals by reference:

Section 1. The Authority, pursuant to the Act, hereby authorizes the condemnation of the Subject Property Interest.

Section 2. The Authority authorizes the purchase in lieu of condemnation of the Subject Property Interest from the current owner of the Subject Parcel for consideration in the amount of Two Thousand Four Hundred and 00/100 Dollars ($2,400.00), plus closing and other costs related thereto according to customary practice in Pennsylvania.

Section 3. The Authority's Solicitor and other Authority officials are hereby authorized and empowered to conduct due diligence, retain the services of appraisers and title insurance agents, prepare, execute and record declarations of taking, deeds, and other agreements and instruments, all in a form acceptable to the Authority's Solicitor, and take any other action necessary and appropriate under the Pennsylvania Eminent Domain Code, 26 Pa.C.S. §101, *et seq.* and all other applicable laws to effectuate the purpose of this Resolution.

Section 4. It is the intention of the Authority that the sections, subsections, paragraphs, sentences, and/or phrases of this Resolution are severable. If any section, subsection, paragraph, sentence, or phrase of this Resolution is for any reason declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of this Resolution as a whole or the validity of any remaining sections, subsections, paragraphs, sentences, or phrases of this Resolution.

Section 5. This Resolution shall take effect immediately.

[Remainder of Page Left Blank]

RESOLVED and **ADOPTED** this 23rd day of January, 2025, by the Board of Directors of the Allegheny County Sanitary Authority in lawful session duly assembled.

ATTEST:

Name: DARRIN KELLY
Title: SEC

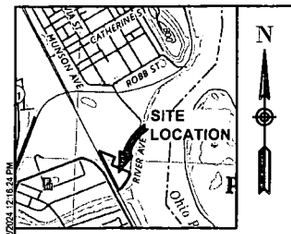
ALLEGHENY COUNTY SANITARY AUTHORITY

By:
Name: SHANNAH GILLIAM
Title: CHAIR

(Seal)

EXHIBIT A

PLAT PLAN



VICINITY MAP
SCALE: 1"=2000'

GENERAL NOTES

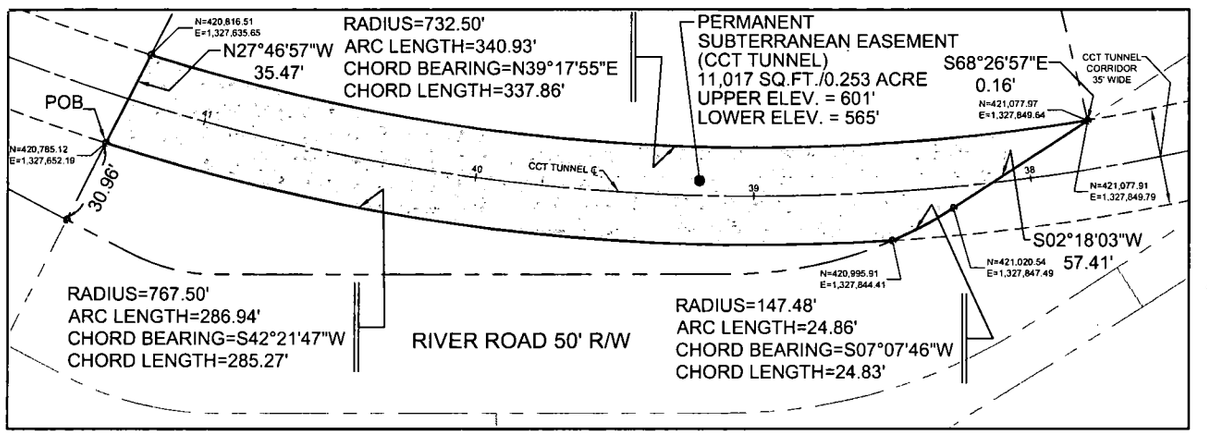
1.) The plan was prepared based on document research, current record deed plots, right-of-way maps (where applicable) and found right-of-way evidence. This plan is not a Plan of Survey nor has a field survey of the property boundaries been performed.

2.) The property is subject to all prior conveyances, easement, reservations and conditions recited in all prior conveyances.

3.) Horizontal Datum is based on Pennsylvania State Plane Coordinate System, South Zone, NAD 1983 and Vertical Datum is based on North American Vertical Datum of 1988, NAVD 88.

4.) The permanent subterranean easement contains the volume bounded by the projection of the metes and bounds described hereon (11,017 s.f.), and upper plane elevation of 601' and a lower plane elevation of 565'.

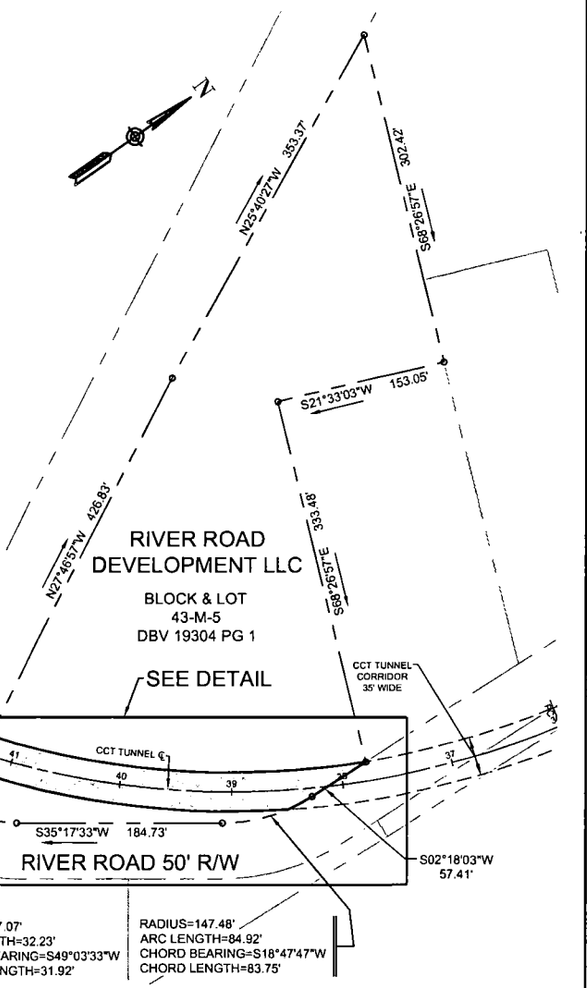
5.) Permanent subterranean easement or easements in the area(s) shown on the plan are hereto for work and operations necessary or convenient for ALCOSAN's planning, implementation, execution, construction, installation, and completion of the Project, across and the through the property.



DETAIL

40' 0' 40'

SCALE: 1" = 40'



100' 0' 100'

SCALE: 1" = 100'

FILE NAME: \\3384\3384-01 - CRT Mon Plan\Drawings\09 Right-Of-Way\Cadd Files\Production Plan\Property Exhibits\Subsurface Easement Exhibits - 3384-01 - 43-M-5 Easement Exhibit.dwg LAST SAVED BY: BPITCHER PLOT DATE: 4/12/2024 12:19:24 PM

Surveyed by:	REVISION			
MBE	REV No.	DATE	DESCRIPTION	APPV
Drawn by:				
BPP				
Checked by:				
BMT				

I, Brody M. Tunno, a licensed Professional Land Surveyor in the Commonwealth of Pennsylvania, hereby certify, to the best of my knowledge, information and belief, that this plan is correct and has been surveyed and prepared by me or under my direct supervision.

Brody M. Tunno, PLS #SU067482 — 04/12/2024 Date

mbe
monaloh basin engineers
Campbells Run Business Center
300 Business Center Drive, Suite 304
Pittsburgh, PA 15205
Office: 412-788-2433 Fax: 412-788-2295
www.mbe-eng.com

ARLETTA SCOTT WILLIAMS
EXECUTIVE DIRECTOR, ALCOSAN
3300 PREBLE AVE.
PITTSBURGH, PENNSYLVANIA
(412) 766-4810
www.alcosan.org

ALLEGHENY COUNTY SANITARY AUTHORITY
BOROUGH OF MCKEES ROCKS
COUNTY OF ALLEGHENY, PENNSYLVANIA

RIVER ROAD DEVELOPMENT LLC
BLOCK & LOT 43-M-5
PERMANENT SUBTERRANEAN EASEMENT EXHIBIT

Contract:	S485
CAD File name:	3384-01_43-M-5 Easement Exhibit.dwg
Date:	04/12/2024
Sheet:	1 OF 1

mbe
monaloh basin
engineers

Permanent Subterranean Easement
Parcel ID: 43-M-5

Permanent Subterranean Easement – CCT Tunnel

All that piece or parcel of land situate in the Borough of McKees Rocks, Allegheny County, Pennsylvania, having boundaries comprised of two subterranean horizontal planes and six vertical planes so as to be a closed three dimensional shape, being more particularly described as follows:

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Thence along the westerly line of River Road South 02°18'03" West a distance of 57.41' to a point of curvature;

Thence continuing along the westerly line of River Road by a curve to right having a Radius of 147.48' an Arc Length of 24.86' and a Chord Bearing of South 07°07'46" West 24.83' to a point at the intersection of the westerly line of River Road and the easterly line of the Permanent Subterranean Easement;

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Being a part of the parcel of land that CMC Realty, LLC by their deed dated March 29, 2023 and recorded in Deed Book Volume 19304, Page 1 conveyed to River Road Development LLC.

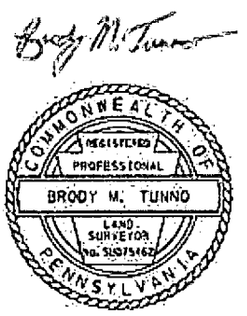


Exhibit C
Declaration of Taking

BOND

[See Attachment]

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

IN RE: CONDEMNATION BY THE ALLEGHENY COUNTY SANITARY AUTHORITY OF A PORTION OF A PROPERTY LOCATED IN THE BOROUGH OF MCKEES ROCKS, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA FOR THE CLEAN WATER PLAN (BLOCK AND LOT NO. 43-M-5)	:	CIVIL DIVISION
	:	No. GD _____
	:	IN REM
	:	EMINENT DOMAIN
CONDEMNEES: RIVER ROAD DEVELOPMENT LLC AND ANY OTHER PERSON FOUND TO HAVE AN INTEREST IN THE PROPERTY CONDEMNED	:	

BOND

KNOW ALL MEN BY THESE PRESENTS that the Allegheny County Sanitary Authority, a municipal authority, existing and empowered by the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. § 5601, *et seq.*, is held firmly bound to the Commonwealth of Pennsylvania for the use and benefit of the owner or owners of the property interests condemned by a Declaration of Taking filed, or to be filed, in the above-named Court, and under the above caption, and pay such damages as shall be determined by law.

Now the condition of this obligation is such that if the Allegheny County Sanitary Authority shall pay to the said owner or owners of the property interests condemned such damages as shall be determined by law, this obligation shall be void; otherwise to be and remain in full force and effect.

Sealed with the official seal of the said Authority and dated this 24th day of JANUARY, 2025.

ATTEST:
Laura D. Proctor

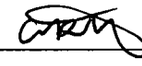
ALLEGHENY COUNTY SANITARY AUTHORITY

By: Arletta Williams
Arletta Williams
Executive Director

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Cour*ts that require filing confidential information and documents differently than non-confidential information and documents.

Submitted by: Anna R. Hosack, Esquire

Signature: 

Name: Anna R. Hosack, Esquire

Attorney No. (if applicable): 332057

CERTIFICATE OF SERVICE

I, Anna R. Hosack, certify that, pursuant to Sections 305(a) and (b) of the Eminent Domain Code, 26 Pa.C.S. § 305(a) (b), within 30 days of the date set forth below, written notice of the filing of this DECLARATION OF TAKING will be served by U.S. Registered Mail to the following:

River Road Development LLC
554 Dorseyville Road
Pittsburgh, PA 15238

Date: 7/1/25

By: _____
Anna R. Hosack, Esquire

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION

IN RE: CONDEMNATION BY THE ALLEGHENY COUNTY SANITARY AUTHORITY OF PORTION OF A PROPERTY LOCATED IN THE BOROUGH OF MCKEES ROCKS, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, FOR THE CLEAN WATER PLAN (BLOCK AND LOT NO. 43-M-5)	:	NO. GD-25-003561
	:	IN REM
	:	EMINENT DOMAIN
	:	**MEMORANDUM OF RECORDING NOTICE OF CONDEMNATION**
	:	Code:
CONDEMNEE(S): RIVER ROAD DEVELOPMENT LLC AND ANY OTHER PERSON FOUND TO HAVE AN INTEREST IN THE PROPERTY CONDEMNED	:	Filed on behalf of: ALLEGHENY COUNTY SANITARY AUTHORITY
	:	Counsel of Record for this Party:
	:	ALYSSA E. GOLFIERI, ESQUIRE Pa. I.D. # 314369
	:	MICHAEL T. KORNS, ESQUIRE Pa. I.D. # 203742
	:	ANNA R. HOSACK, ESQUIRE Pa. I.D. # 332057
	:	BABST, CALLAND, CLEMENTS & ZOMNIR, P.C. Pa. Firm No. 812 Two Gateway Center 603 Stanwix Street, 6th Floor Pittsburgh, PA 15222 (412) 394-5400

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY,PENNSYLVANIA
CIVIL DIVISION

IN RE: CONDEMNATION BY THE ALLEGHENY COUNTY SANITARY AUTHORITY OF A PORTION OF A PROPERTY LOCATED IN THE BOROUGH OF MCKEES ROCKS, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, FOR THE CLEAN WATER PLAN (BLOCK AND LOT NO. 43-M-5)	:	No. GD-25-003561 IN REM EMINENT DOMAIN

CONDEMNEE(S): RIVER ROAD DEVELOPMENT LLC AND ANY OTHER PERSON FOUND TO HAVE AN INTEREST IN THE PROPERTY CONDEMNED

MEMORANDUM OF RECORDING NOTICE OF CONDEMNATION

In accordance with Section 304(b)(4) of the Eminent Domain Code, 26 Pa. C.S. § 304(b)(4), a Notice of Condemnation was recorded on April 1, 2025, in the Allegheny County Department of Real Estate, Pennsylvania, as Instrument Number 2025-7681, setting forth: (a) the court term, number, and date of filing of the Declaration of Taking, (b) description or plan of the property condemned sufficient for identification, and (c) the name of the owner of the property interests condemned, as reasonably known to the condemnor.

ALLEGHENY COUNTY SANITARY AUTHORITY

Dated: April 17, 2025

By: _____

Anna R. Hosack, Esquire
Babst Calland Clements and Zomnir, P.C.
Two Gateway Center, 6th Floor
Pittsburgh, PA 15222
(412) 394-5400
(412) 394-6576 (facsimile)
ahosack@babstcalland.com

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Cou*rts that require filing confidential information and documents differently than non-confidential information and documents.

Submitted by: Anna R. Hosack, Esquire

Signature:

Name: Anna R. Hosack, Esquire

Attorney No. (if applicable): 332057

CERTIFICATE OF SERVICE

I, Anna R. Hosack, certify that a true and correct copy of the foregoing MEMO OF RECORDING NOTICE OF CONDEMNATION has been served via U.S. regular mail on the date set forth below to the following:

River Road Development LLC
554 Dorseyville Road
Pittsburgh, PA 15238

Date: April 17, 2025

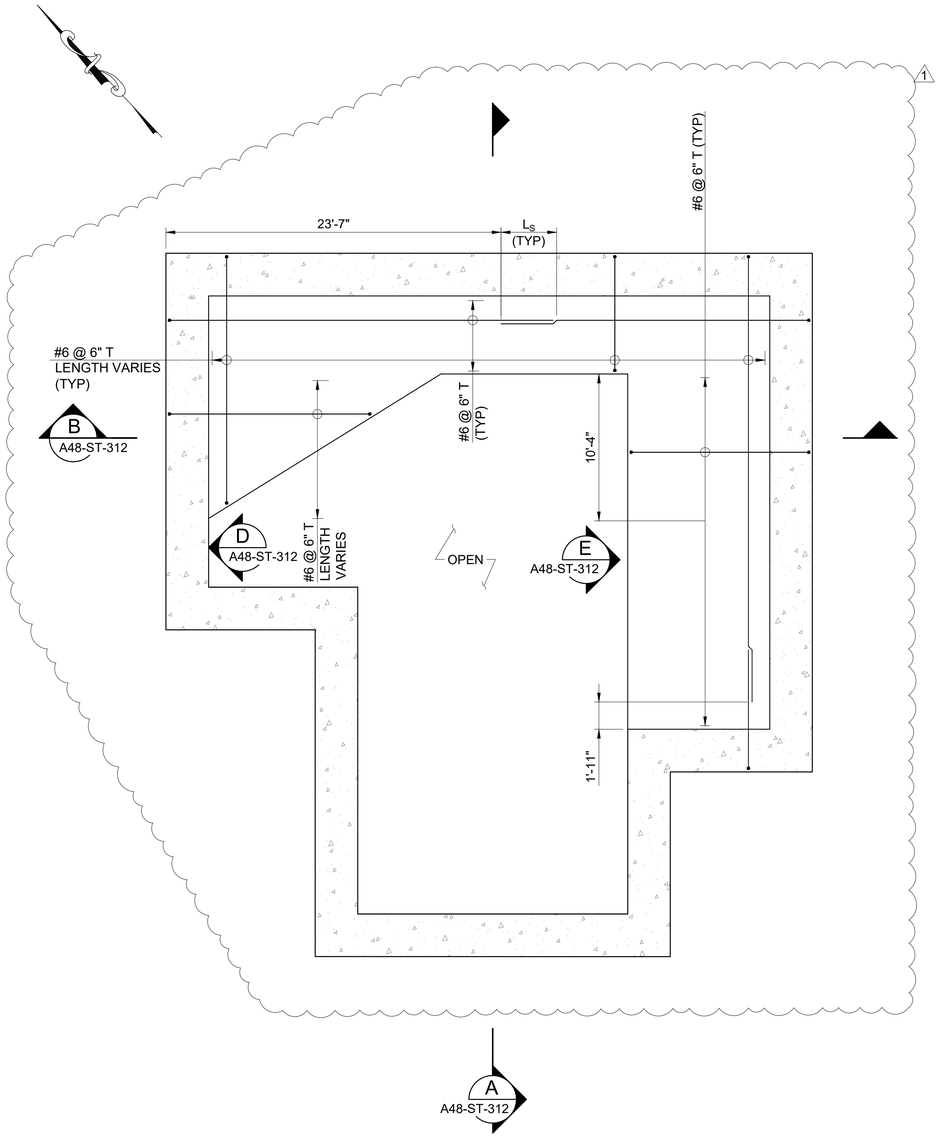
By: _____
Anna R. Hosack, Esquire

Addendum No. 3

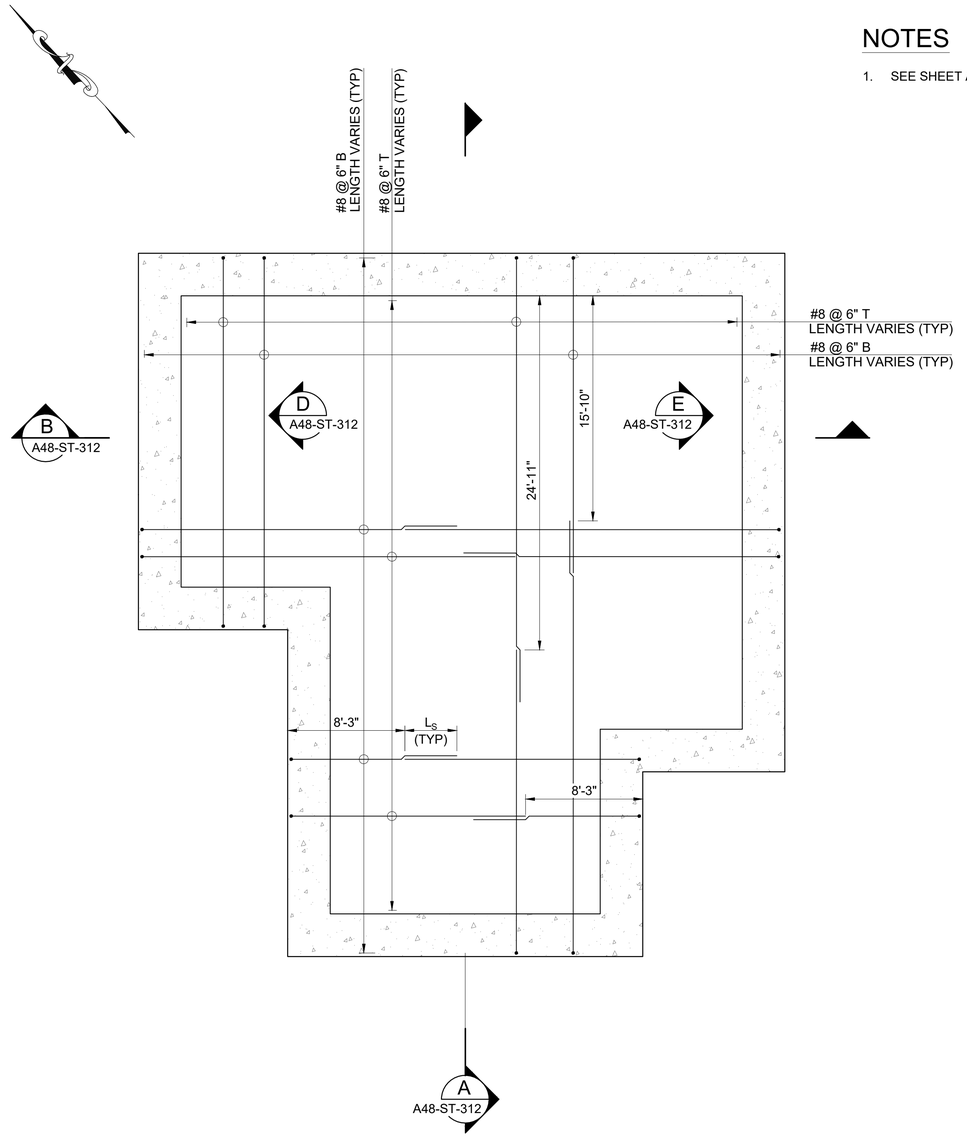
Attachment C

APPENDIX B – CONTRACT DRAWINGS

Revised A48-ST-311 (Sheet 372 of 770)
Revised A58-ST-429 (Sheet 430 of 770)
Revised A58-ST-430 (Sheet 431 of 770)



REINFORCING PLAN @ 710.95 (MID-LEVEL BASE SLAB)



REINFORCING PLAN @ 704.12 (BOTTOM BASE SLAB)

NOTES

1. SEE SHEET A48-ST-306 FOR NOTES RELATED TO THIS WORK.

4 0 4 8
SCALE IN FEET
SCALE: 3/16" = 1'-0"

FILE NAME:C:\Users\PLE92466\DC\ACCDocs\Mott MacDonald\507105621 - ALCOSAN Ohio River Tunnel Design - T&M\Project Files\5 - A48\05-Structural\Sheets - A48-ST-311 LAST SAVED BY:. PLE92466 PLOT DATE:8/27/2025 10:52:04 AM

Designed: ARY/RNT	REVISION			
	REV No.	DATE	DESCRIPTION	APPV
Drawn: JMS	1	9/2/2025	REINFORCEMENT UPDATES	PSK
Checked: PSK				

MOTT MACDONALD
T o A C r
No To r 2, S i 1301
Pi sb r , PA 15212
(412) 497 - 900

811 Dial 8-1-1 or 1-800-242-1776 not l
than 3 business days nor more tl
10 business days prior to the star
excavation.
Pennsylvania One Call System Serial Numb
FINAL DESIGN TICKET # 20250040205

COMMONWEALTH OF PENNSYLVANIA REGISTERED PROFESSIONAL ENGINEER PRZEMYSLAW SCZESNY JODLAUCA NO. 068314

alcosan allegheny county sanitary authority

ARLETTA SCOTT WILLIAMS
EXECUTIVE DIRECTOR, ALCOSAN

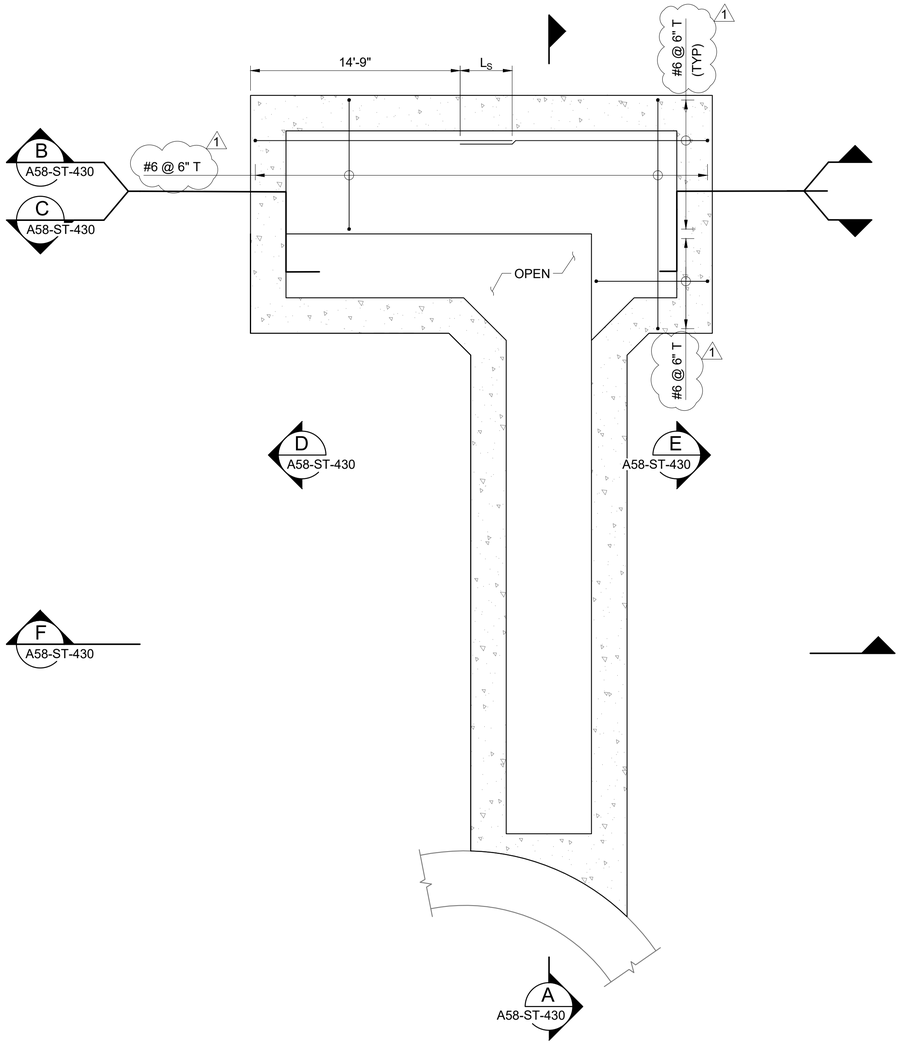
3300 PREBLE AVE.
PITTSBURGH, PA 15233
(412) 766 - 4810

. os .or

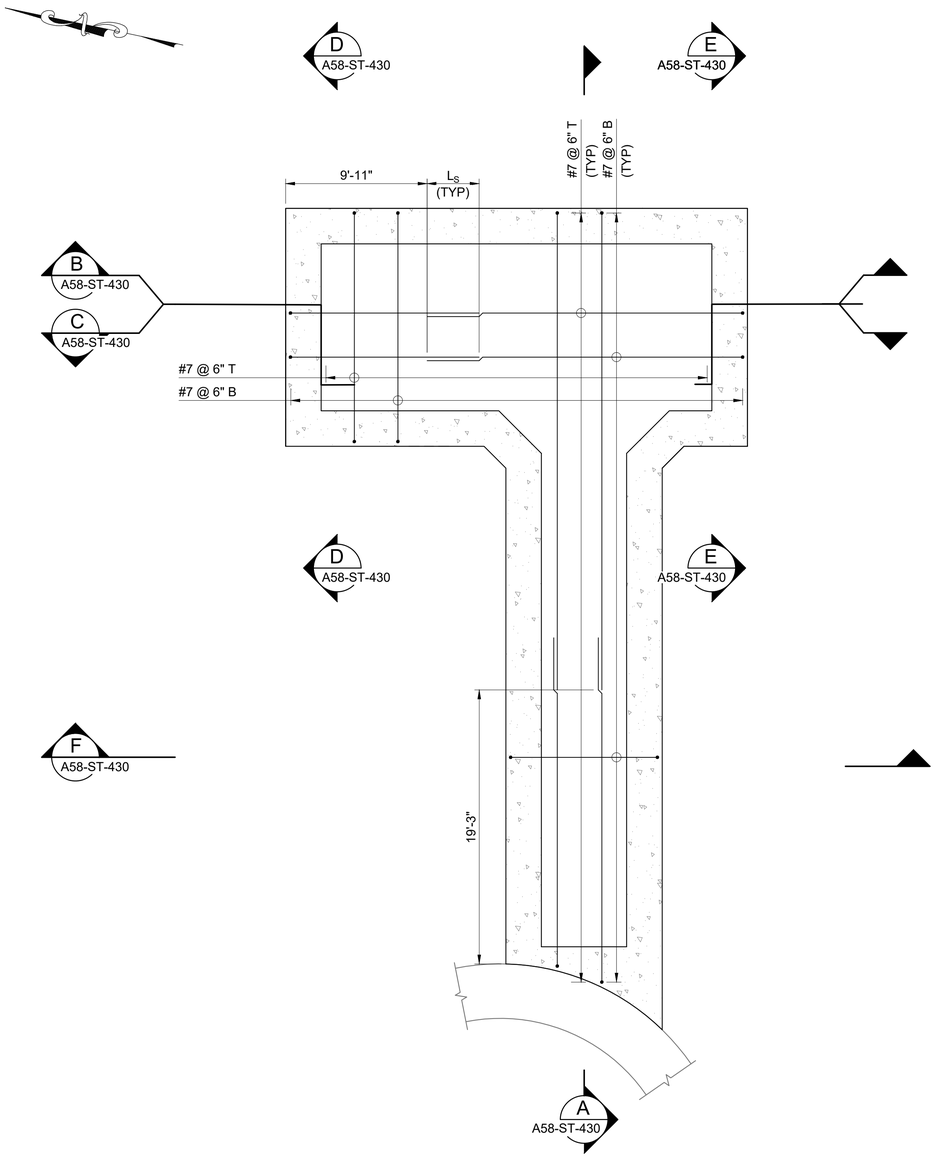
ALLEGHENY COUNTY SANITARY AUTHORITY (ALCOSAN)
OHIO RIVER TUNNEL (ORT)

A48-ST-311
ORT-A48-RG REINFORCING PLANS
SHEET 2 OF 2

Cor : 1797
Fi : A48-ST-311.d
D : 07/30/2025
S : 372 OF 770



REINFORCING PLAN @ EL 702.00 (MID-LEVEL BASE SLAB



REINFORCING PLAN BOTTOM@ EL. 697.00 (BOTTOM BASE SLAB)

NOTES

1. SEE SHEET A58-ST-424 FOR NOTES RELATED TO THIS WORK.

4 0 4 8
SCALE IN FEET
SCALE: 3/16" = 1'-0"

FILE NAME:C:\Users\PLE92466\DC\ACCDocs\Matt MacDonald\507105621 - ALCOSAN Ohio River Tunnel Design - T&M\Project Files\6 - A58\05-Structural\Sheets - A58-ST-429 LAST SAVED BY: PLE92466 PLOT DATE:8/27/2025 10:25:26 AM

Designed by:	ARY/RNT
Drawn by:	JMS
Checked by:	PSK

REVISION

REV No.	DATE	DESCRIPTION	APPV
1	9/2/2025	REINFORCEMENT UPDATES	PSK

MOTT MACDONALD
T o A C r
No To r 2, S i 1301
Pi sb r , PA 15212
(412) 497 - 2900

811
Dial 8-1-1 or 1-800-242-1776 not less than 3 business days nor more than 10 business days prior to the start of excavation.
Pennsylvania One Call System Serial Number
FINAL DESIGN TICKET # 20250040204

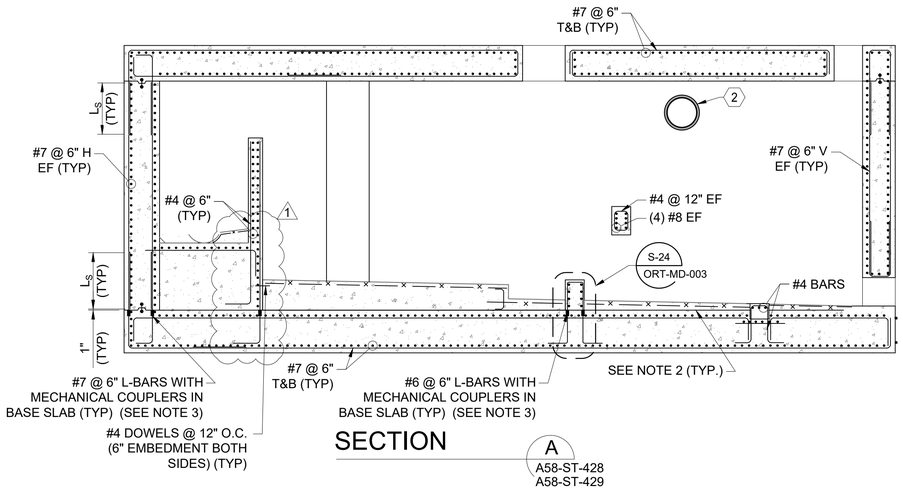
COMMONWEALTH OF PENNSYLVANIA
REGISTERED PROFESSIONAL
JOSEPH C. CARUSO
No. PE085234
08/27/2025

ARLETTA SCOTT WILLIAMS
EXECUTIVE DIRECTOR, ALCOSAN
3300 PREBLE AVE.
PITTSBURGH, PA 15233
(412) 766 - 4810

ALLEGHENY COUNTY SANITARY AUTHORITY (ALCOSAN)
OHIO RIVER TUNNEL (ORT)

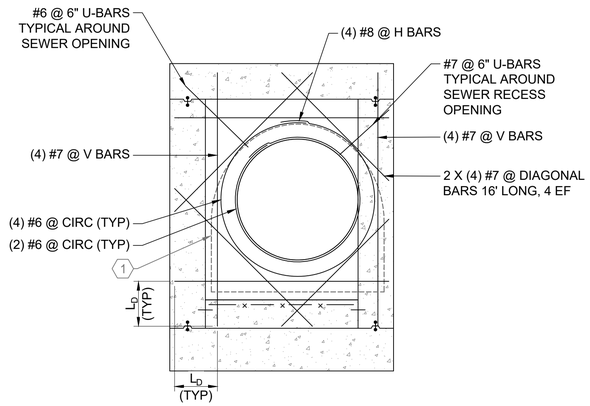
A58-ST-429
ORT-A58-RG1 REINFORCING PLANS
SHEET 2 OF 2

Cor:	1797
Fi:	A58-ST-429.d
D:	07/30/2025
S:	430 OF 770



SECTION A

A58-ST-428
A58-ST-429



NOTE:
MAIN REINFORCEMENT IS NOT SHOWN FOR CLARITY.

ELEVATION D

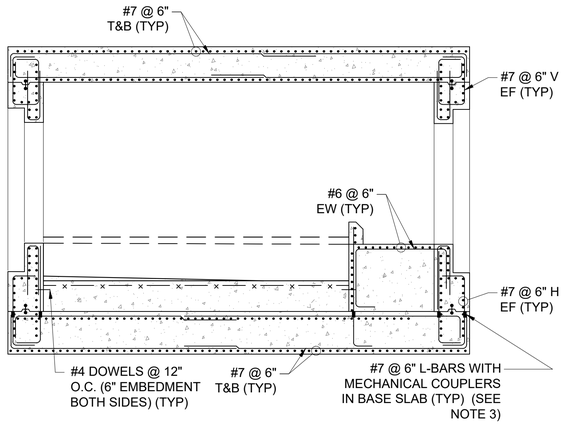
A58-ST-428
A58-ST-429

NOTES

1. SEE SHEET A58-ST-424 FOR NOTES RELATED TO THIS WORK.
2. DOWELS TO BE INSTALLED AT SLAB POUR INTERFACES. SEE SECONDARY POUR DOWELS DETAIL ON SHEET ORT-MD-010.
3. CONTRACTOR SHALL INSTALL END CAPS OR OTHER PROTECTIVE DEVICES IN ALL MECHANICAL COUPLERS AND IN ADDITION SHALL PROVIDE A ROBUST PLYWOOD PROTECTION OVER TOP OF ALL COUPLERS INSTALLED FOR FUTURE TOP SLAB CONNECTION TO PREVENT THEM FROM GETTING FILLED IN WITH DIRT OR DEBRIS.

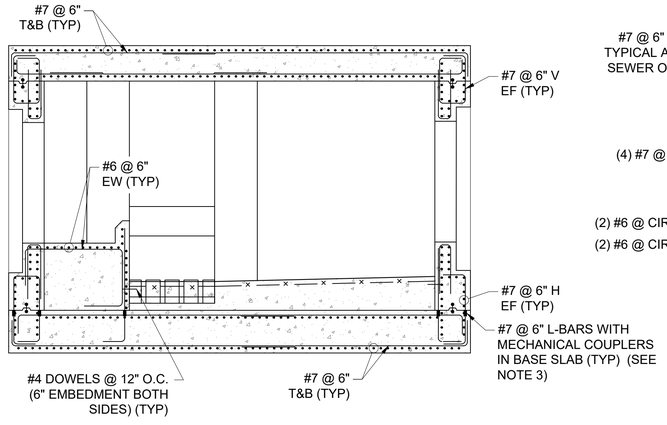
STRUCTURAL KEY NOTES

1. EXIST BRICK SEWER - SEE CIVIL SHEETS
2. 24" DI VENT PIPE - SEE CIVIL SHEETS



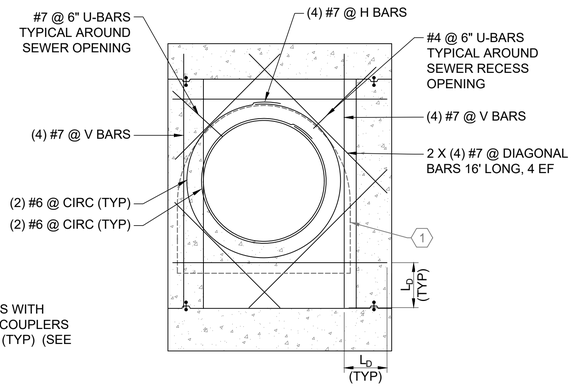
SECTION B

A58-ST-428
A58-ST-429



SECTION C

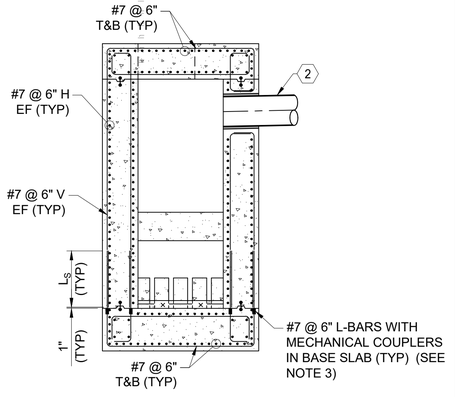
A58-ST-428
A58-ST-429



NOTE:
MAIN REINFORCEMENT IS NOT SHOWN FOR CLARITY.

ELEVATION E

A58-ST-428
A58-ST-429



SECTION F

A58-ST-428
A58-ST-429

4 0 4 8
SCALE IN FEET
SCALE: 3/16" = 1'-0"

Dsi db: ARY/RNT	REVISION			
	REV No.	DATE	DESCRIPTION	APPV
	1	9/2/2025	REINFORCEMENT UPDATES	PSK
Dr b: JMS				
C db: PSK				

MOTT MACDONALD
T oA C r
No To r2, S i 1301
Pi sb r , PA 15212
(412) 497 - 2900

811 Dial 8-1-1 or 1-800-242-1776 not less than 3 business days nor more than 10 business days prior to the start of excavation.
Pennsylvania One Call System Serial Number
FINAL DESIGN TICKET # 20250040204

COMMONWEALTH OF PENNSYLVANIA — REGISTERED PROFESSIONAL ENGINEER — KEITH C. CARUSO — No. PE085234
08/27/2025

ARLETTA SCOTT WILLIAMS
EXECUTIVE DIRECTOR, ALCOSAN
3300 PREBLE AVE.
PITTSBURGH, PA 15233
(412) 766 - 4810
. os .or

ALLEGHENY COUNTY SANITARY AUTHORITY (ALCOSAN)
OHIO RIVER TUNNEL (ORT)

A58-ST-430
ORT-A58-RG1 REINFORCING SECTIONS & ELEVATIONS

Co r : 1797
Fi : A58-ST-430.d
D : 07/30/2025
S : 431 OF 770

FILE NAME:C:\Users\PLE92466\DC\ACCDocs\Mott MacDonald\507105621 - ALCOSAN Ohio River Tunnel Design - T&MI\Project Files\6 - A58\05-Structural\Sheets - A58-ST-430 LAST SAVED BY: PLE92466 PLOT DATE:8/27/2025 1:54:19 PM

Addendum No. 3

Attachment D

APPENDIX E – SUPPLEMENTAL INFORMATION
SECTION 9.1

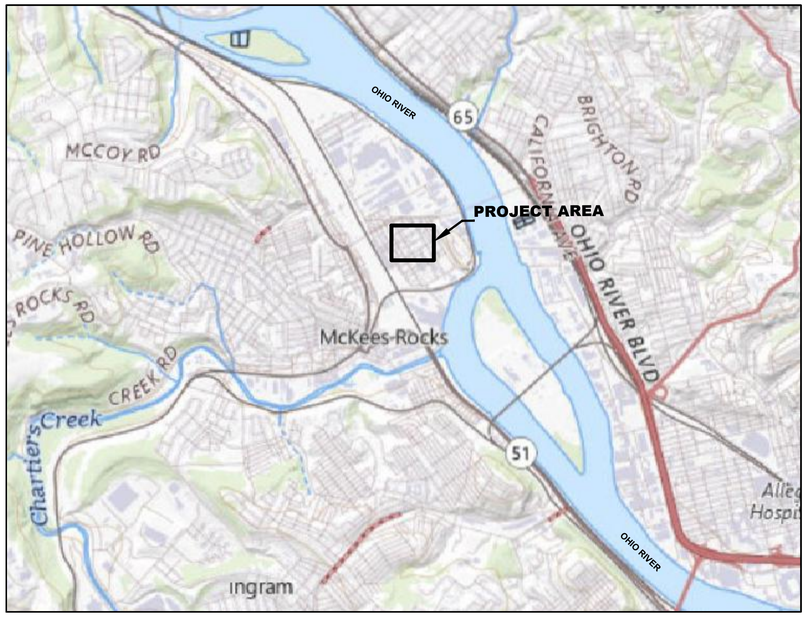
West View Water – O06A Record Information – 08/18/25

WEST VIEW WATER AUTHORITY

ALLEGHENY COUNTY, PENNSYLVANIA

ELLA STREET ALCOSAN ORT / ELLA STREET WATERLINE RELOCATION / REPLACEMENT

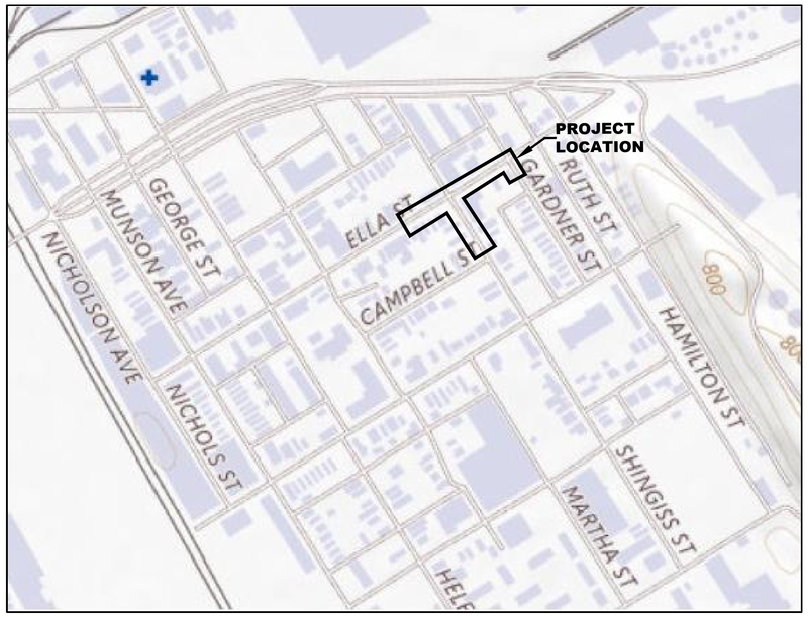
AUTHORIZATION WV-27/28-24



VICINITY OF WORK

SCALE: NTS

LIST OF DRAWINGS		
DESCRIPTION	DRAWING NO.	SHEET NO.
TITLE SHEET	TS-1	1
GENERAL NOTES	GN-1	2
GENERAL NOTES	GN-2	3
GENERAL NOTES	GN-3	4
GENERAL NOTES	GN-4	5
WATERLINE PLAN	W-1	6
WATERLINE PLAN	W-2	7



LOCATION LAYOUT

SCALE: NTS

WEST VIEW WATER AUTHORITY

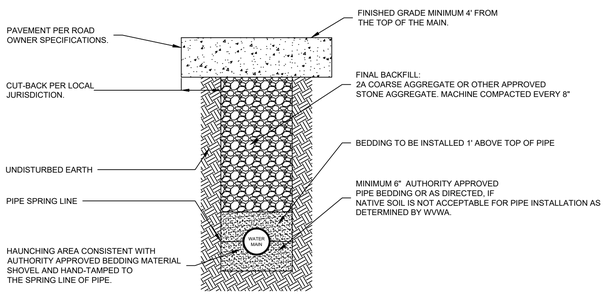
RECORD PLANS

August 2025

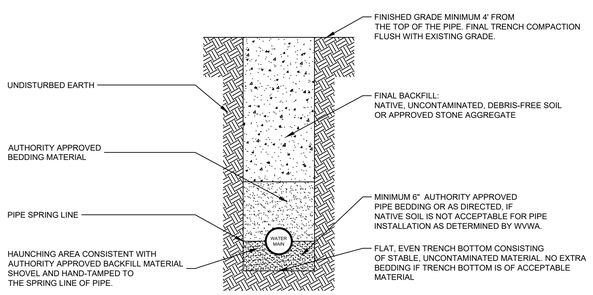
DATE	SCALE	DWG NO:
10/01/2024	NTS	WV-27/28-24-TS-1

WATER MAIN INSTALLATION - TRENCH DETAIL

PAVEMENT INSTALLATION

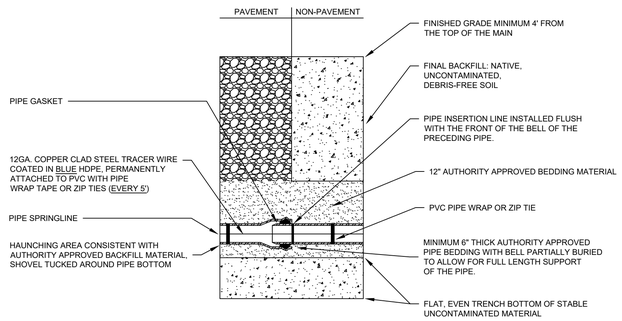


NON-PAVEMENT INSTALLATION

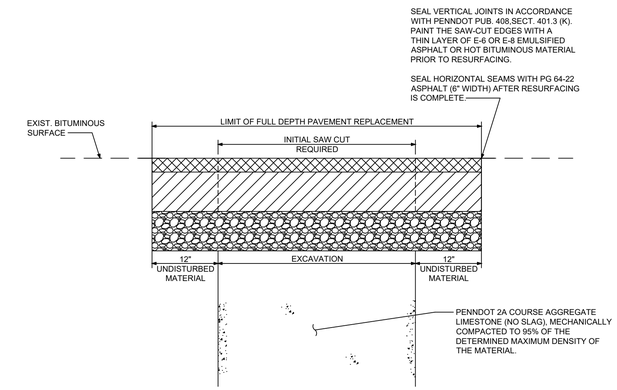


NOTES:

1. INSTALLATION PER A.W.W.A. INSTALLATION GUIDELINES OR AS APPROVED BY WVWA.
2. INSTALLATION WHERE FUTURE PAVEMENT WILL BE CONSTRUCTED SHALL BE BACKFILLED AS PER PAVEMENT INSTALLATION DETAIL WITH THE DEPTH OF THE MAIN FROM FINISHED SUB-GRADE ADJUSTED TO MAINTAIN MINIMUM 4' COVER WHEN FINAL PAVEMENT INSTALLED.



MCKEES ROCKS BITUMINOUS PAVEMENT RESTORATION DETAIL



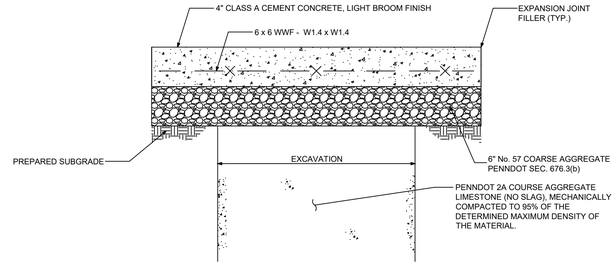
NOTES:
ALL BACKFILL SHOULD BE COMPACTED IN 6" LAYERS, MECHANICALLY TAMPED.

SUPERPAVE ASPHALT MIX DESIGN, HMA WEARING COURSE, PG 64-22, ESAL'S TO BE DETERMINED. 9.5 MM MIX, 1- 1/2" DEPTH, SRL-G (OR BETTER) PER PENNDOT PUB. 408. SECT. 409

SUPERPAVE ASPHALT MIX DESIGN, HMA WEARING COURSE, PG 64-22, ESAL'S TO BE DETERMINED. 25 MM MIX, 5" DEPTH PER PENNDOT PUB. 408, SECT. 309

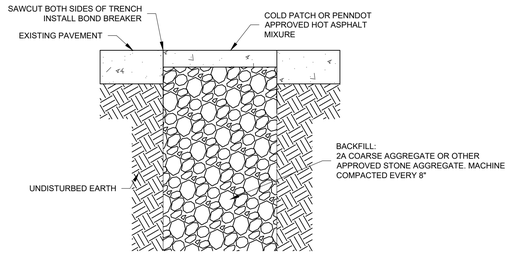
6" NO. 2A SUBBASE, PENNDOT PUB. 408, SECT. 350

MCKEES ROCKS STANDARD SIDEWALK REPLACEMENT/ INSTALLATION DETAIL

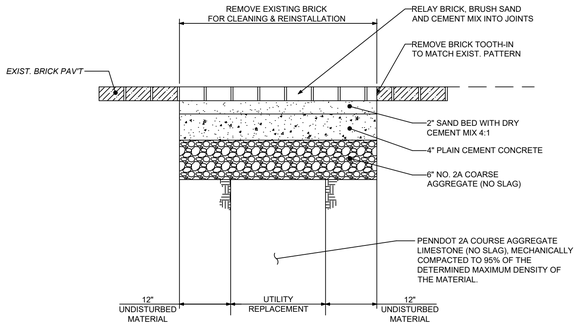


NOTES:
1. WIDTH - MATCH EXISTING, LENGTH - REPLACE JOINT TO JOINT.
2. FORM OUTSIDE EDGES AND JOINTS WITH 1/4" RADIUS EDGING TOOL.
3. FORM TRANSVERSE DUMMY JOINTS @ 5 FOOT INTERVALS, APPROX. 1/8" WIDE AND AT LEAST 1 INCH DEEP.
4. WHEN BUTTING INTO EXISTING CONCRETE, SAW CUT CONCRETE AND US 1/2" PREMOLDED EXPANSION FILLER FULL DEPTH OF SIDEWALK.
5. EXPANSION JOINT @ 20'-0" MAX SPACING. SEAL JOINTS WITH APPROVED CAULKING MATERIAL.
6. PROTECT WET / NEW CONCRETE FROM FREEZING
7. OPTIONAL: "FIBERMESH" PARTICLE REINFORCEMENT
8. OPTIONAL: CONCRETE CURING COMPOUND
9. WHENEVER POSSIBLE, SIDEWALK SURFACE SHOULD BE SLOPED FROM BACK TO FRONT AT 1/4" PER FOOT TO DRAIN TOWARDS STREET.
10. IF THERE IS AN EXISTING CONCRETE CURB ADJACENT TO THE SIDEWALK, THAT IS NOT DISTURBED, PLACE A 1/2" EXPANSION JOINT MATERIAL ALONG THE NEW SIDEWALK.

TEMPORARY PAVEMENT RESTORATION

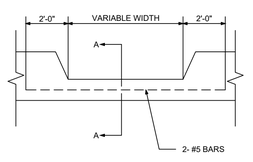


MCKEES ROCKS BRICK PAVEMENT RESTORATION DETAIL

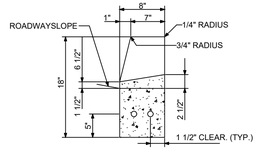


NOTES:
ALL BACKFILL SHOULD BE COMPACTED IN 6" LAYERS, MECHANICALLY TAMPED.

MCKEES ROCKS CONCRETE CURB RESTORATION DETAIL

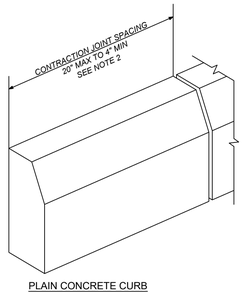


PLAN VIEW

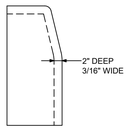


SECTION A-A

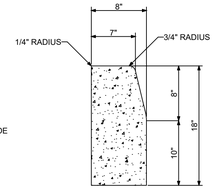
DEPRESSED CURB FOR DRIVEWAYS



PLAIN CONCRETE CURB



DETAIL A
CONTRACTION JOINT



TYPICAL CROSS SECTION

NOTES:
1. PROVIDE MATERIALS AND CONSTRUCTION MEETING THE REQUIREMENTS OF PUBLICATION 408, SECTION 630 FOR PLAIN CONCRETE CURB AND DEPRESSED CURB, SECTION 640 FOR PLAIN CONCRETE CURBS.
2. SPACE CONTRACTION JOINTS IN UNIFORM LENGTHS OR SECTIONS.
3. PLACE 3/4-INCH PREMOLDED EXPANSION JOINT FILLER MATERIAL AT STRUCTURES AND AT THE END OF THE WORK DAY. CUT MATERIAL TO CONFORM TO AREA ADJACENT TO CURB OR TO CONFORM TO CROSS SECTIONAL AREA OF CURB.
4. REPLACE LENGTH JOINT TO JOINT.

WEST VIEW WATER AUTHORITY

MCKEES ROCKS BOROUGH ALLEGHENY COUNTY

RELOCATION AND REPLACEMENT OF 6" AND 4" WATER MAINS ALONG ELLA STREET AND SHINGISS STREET.

WV-27-24	WV-28-24
230' OF 8" DUCTILE IRON PIPE	265' OF 8" DUCTILE IRON PIPE
240' OF 6" DUCTILE IRON PIPE	30' OF 6" DUCTILE IRON PIPE
90' OF 4" DUCTILE IRON PIPE	15' OF 4" DUCTILE IRON PIPE

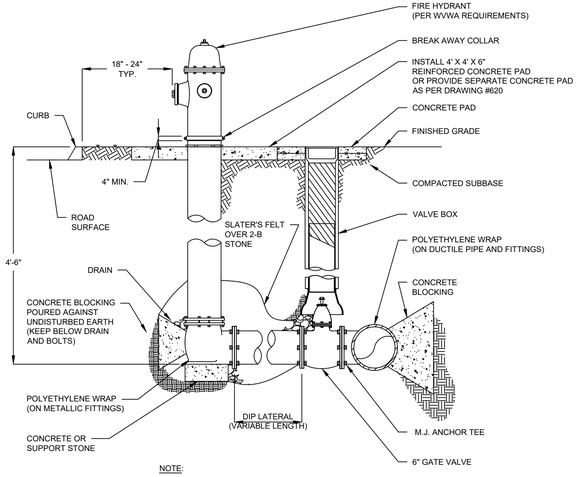
WV-27/28-24

DRAWN BY: NW

APRVD. BY: ST

DATE	SCALE	DWG NO:
10/01/24	NTS	WV-27/28-24-GN-1

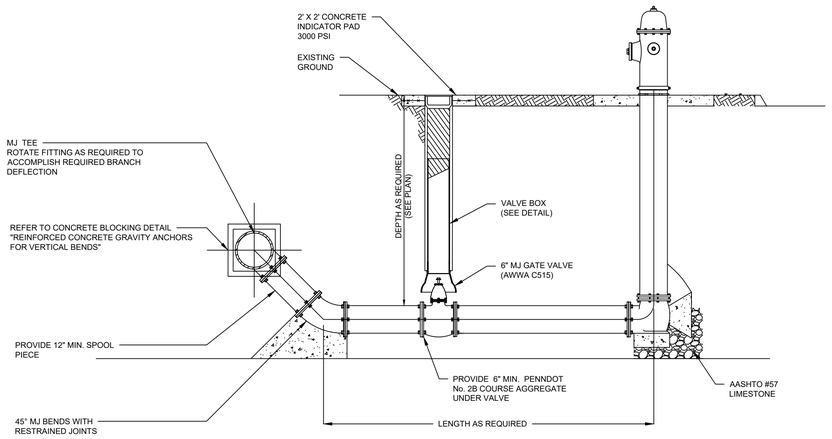
FIRE HYDRANT ASSEMBLY



NOTE:

1. STREAMER NOZZLE TO CONCRETE PAD 12" MINIMUM.

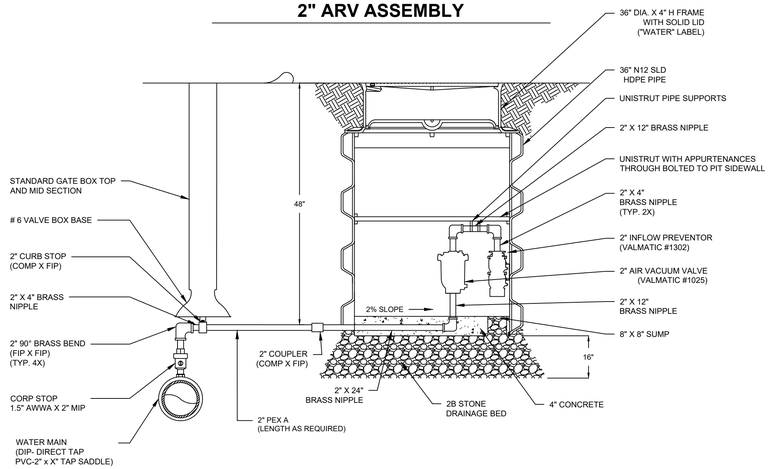
WASH OUT ASSEMBLY



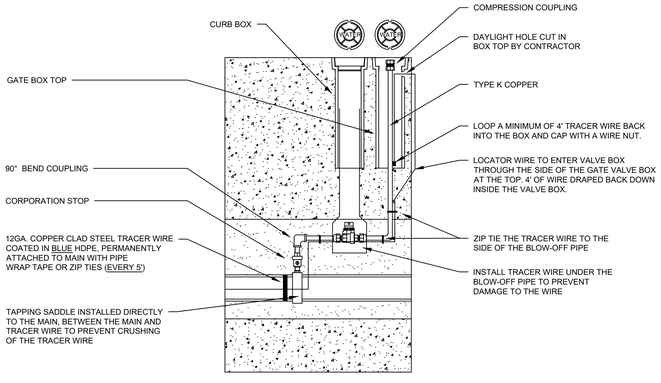
NOTE:

1. PROVIDE EFFECTIVELY CONTINUOUS JOINT RESTRAINT FROM WATER MAIN LINE TOO TO DISCHARGE UTILIZING MEGALUG MECHANICAL RESTRAINT JOINT AT EACH FITTING AND PIPE CONNECTION.

2" ARV ASSEMBLY



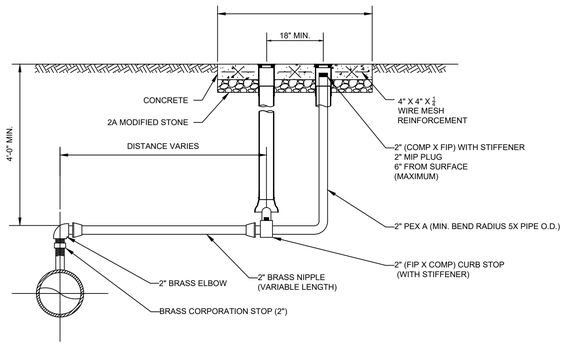
1" BLOW-OFF ASSEMBLY



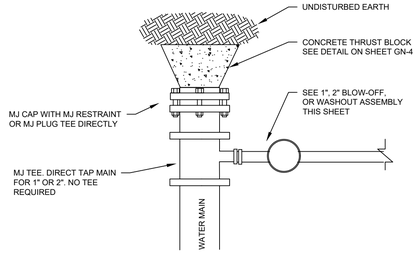
NOTE:

1. SEE AUTHORITY BLOW-OFF DRAWING FOR BLOW-OFF INSTALL REQUIREMENTS.

2" BLOW-OFF ASSEMBLY



TERMINAL BLOW-OFF ASSEMBLY



WEST VIEW WATER AUTHORITY

MCKEES ROCKS BOROUGH ALLEGHENY COUNTY

RELOCATION AND REPLACEMENT OF 6" AND 4" WATER MAINS ALONG ELLA STREET AND SHINGISS STREET.

WV-27-24	WV-28-24
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240' OF 6" DUCTILE IRON PIPE	30' OF 6" DUCTILE IRON PIPE
90' OF 4" DUCTILE IRON PIPE	15' OF 4" DUCTILE IRON PIPE

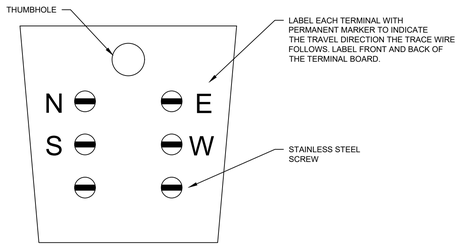
WV-27/28-24

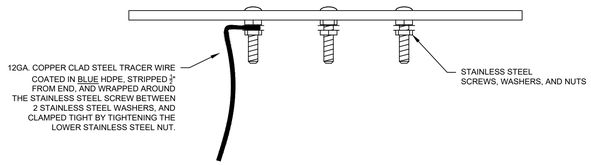
DRAWN BY: NW

APRVD. BY: ST

DATE	SCALE	DWG NO:
10/01/24	NTS	WV-27/28-24-GN-2

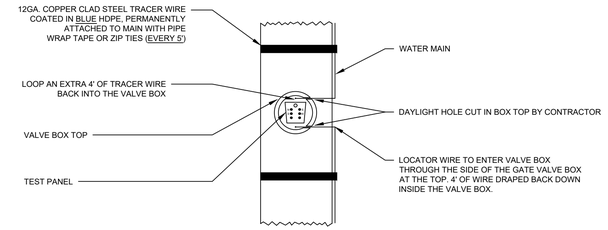
TERMINATION BLOCK



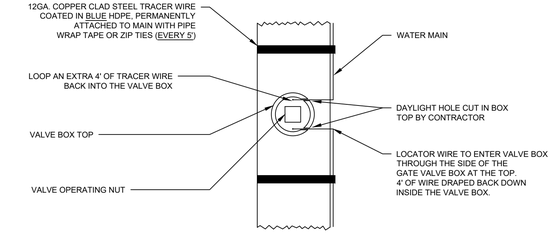


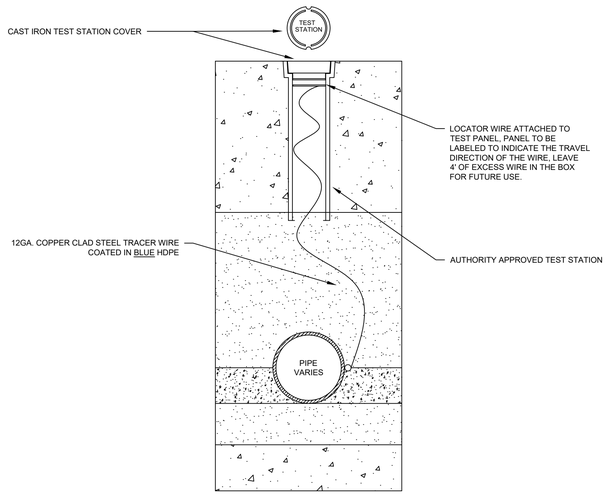
TEST STATION INSTALLATION

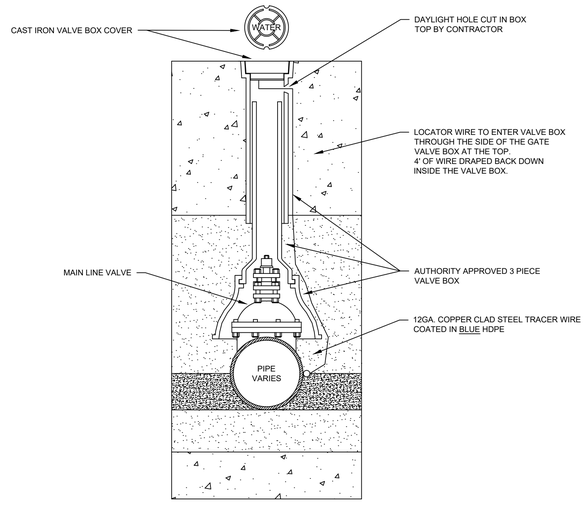
STAND ALONE INSTALLATION



GATE BOX INSTALLATION







ALLOWABLE LEAKAGE TABLE

A.W.W.A. - C-600

AVERAGE TEST PRESSURE PSI	PIPE SIZE - INCHES ALLOWABLE LEAKAGE PER 1,000 FEET - GALLONS PER HOUR (GPH)													
	3	4	6	8	10	12	14	16	18	20	24	30	36	42
300	0.39	0.52	0.78	1.04	1.30	1.56	1.82	2.08	2.34	2.60	3.12	3.90	4.68	5.46
275	0.37	0.50	0.75	1.00	1.24	1.49	1.74	1.99	2.24	2.49	2.99	3.73	4.48	5.23
250	0.36	0.47	0.71	0.95	1.19	1.42	1.66	1.90	2.14	2.37	2.85	3.56	4.27	4.99
225	0.34	0.45	0.68	0.90	1.13	1.35	1.58	1.80	2.03	2.25	2.70	3.38	4.05	4.73
200	0.32	0.43	0.64	0.85	1.06	1.28	1.48	1.70	1.91	2.12	2.55	3.19	3.82	4.46
175	0.30	0.40	0.59	0.80	0.99	1.19	1.39	1.59	1.79	1.98	2.38	2.98	3.58	4.17
150	0.28	0.37	0.55	0.74	0.92	1.10	1.29	1.47	1.66	1.84	2.21	2.76	3.31	3.86
125	0.25	0.34	0.50	0.67	0.84	1.01	1.18	1.34	1.51	1.68	2.01	2.52	3.02	3.53
100	0.23	0.30	0.45	0.60	0.75	0.90	1.05	1.20	1.35	1.50	1.80	2.25	2.70	3.15

TABLE COURTESY OF A.W.W.A.

NOTES:

1. THE ALLOWABLE LEAKAGE FOR A PIPELINE IS CALCULATED BY MULTIPLYING THE NUMBER FROM THE ABOVE TABLE BY THE DURATION OF THE TEST IN HOURS AND THE TOTAL LENGTH OF THE LINE BEING TESTED DIVIDED BY 1,000. IF THE LINE UNDER TEST CONTAINS SECTIONS OF VARIOUS DIAMETERS, THE ALLOWABLE LEAKAGE WILL BE THE SUM OF THE COMPUTED LEAKAGE FOR EACH SIZE.

2. PRESSURE TEST WILL BE AT 1-1/2 TIMES THE WORKING PRESSURE FOR A MINIMUM OF (2) TWO HOURS. TEST PRESSURE SHALL NOT VARY BY MORE THAN ± 5 PSI. LEAKAGE TEST WILL BE AT 200 PSI FOR A MINIMUM OF (2) TWO HOURS. LEAKAGE IS FOR 18 FT. LENGTHS OF PUSH-ON PIPE.

WEST VIEW WATER AUTHORITY

MCKEES ROCKS BOROUGH ALLEGHENY COUNTY

RELOCATION AND REPLACEMENT OF 6" AND 4" WATER MAINS ALONG ELLA STREET AND SHINGISS STREET.

WV-27-24
230' OF 8" DUCTILE IRON PIPE
240' OF 6" DUCTILE IRON PIPE
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265' OF 8" DUCTILE IRON PIPE
30' OF 6" DUCTILE IRON PIPE
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WV-27/28-24

DRAWN BY: NW

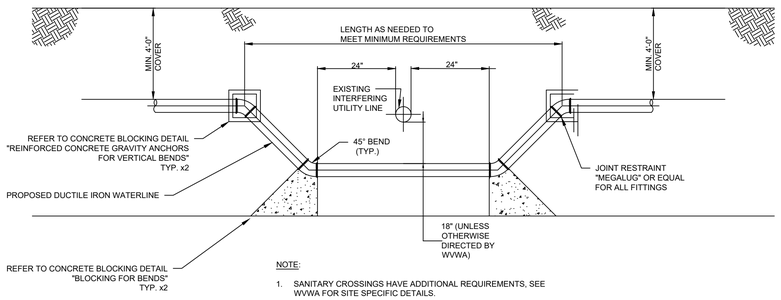
APRVD. BY: ST

DATE: 10/01/24

SCALE: NTS

DWG NO: WV-27/28-24-GN-3

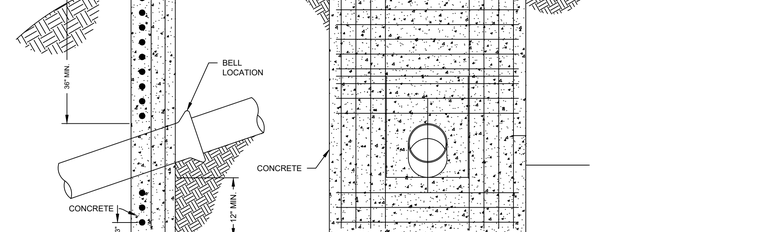
UTILITY CROSSING



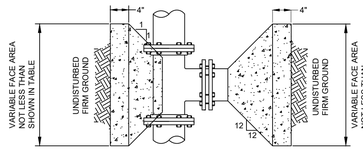
NOTE:

1. SANITARY CROSSINGS HAVE ADDITIONAL REQUIREMENTS, SEE WVWA FOR SITE SPECIFIC DETAILS.

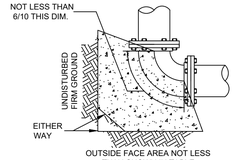
DUCTILE IRON PIPE DEFLECTION DETAIL



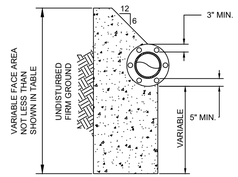
CONCRETE BLOCKING



BLOCKING FOR TEES AND PLUGS



BLOCKING FOR BENDS



APPLICABLE TO TEES, WYES, AND BENDS

NOTES:

1. EARTH PRESSURE FIGURED AT 4000 p.s.i IF EARTH ENCOUNTERED WILL NOT WITHSTAND THIS PRESSURE, THE AREA OF THE BLOCK MUST BE PROPORTIONALLY INCREASED.
2. ALL VERTICAL & HORIZONTAL BENDS OF 10° OR MORE AND ALL TEES, WYES, CROSSES, AND PLUGS SHALL BE BLOCKED AGAINST UNDISTURBED EARTH WITH CLASS "B" CONCRETE.
3. CALCULATIONS ARE BASED ON 225 psi PRESSURE OR 150 psi WORKING PRESSURE PLUS 50% INCREASE FOR WATER HAMMER (SIZES 4" THROUGH 24"). FOR SIZES 30" AND 36" THE TABLE IS BASED UPON 120 psi PRESSURE OR 75 psi WORKING PRESSURE PLUS 50% INCREASE FOR WATER HAMMER.
4. ALL FITTINGS ARE TO BE POLYWRAPPED PRIOR TO POURING CONCRETE BLOCKING.

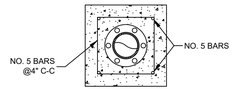
MINIMUM REQUIRED AREA OF THRUST BLOCK*

PIPE SIZE (IN.)	BELL I.D. (IN.)	TOTAL PRESSURE (LBS.)	AREA OF BLOCKING IN SQUARE FEET				
			TEES, PLUGS	90° BEND	45° BEND	22-1/2° BEND	11-1/4° BEND
4	5.64	5,800	1.5	2.1	1.1	1.0	1.0
6	7.74	10,800	2.7	3.8	2.1	1.0	1.0
8	9.99	17,800	4.5	6.4	3.5	2.0	1.0
10	12.03	25,700	6.4	9.0	4.9	2.5	1.3
12	14.13	35,600	9.0	12.7	6.9	3.5	2.0
14	16.64	48,000	12.0	17.0	9.2	4.7	2.5
16	18.74	63,000	16.0	23.0	12.0	6.3	3.0
18	20.84	77,600	20.0	28.0	15.0	7.5	3.8
20	22.94	94,200	24.0	34.0	18.0	9.8	4.6
24	27.14	132,000	33.0	47.0	25.0	12.5	6.5

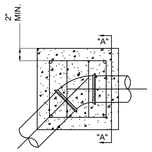
*BASED ON 100 PSI WORKING PRESSURE AND 4,000 LBS/ SQ. FT. EARTH LOAD BEARING CAPACITY.

METHOD OF BLOCKING TO BE USED FOR ALL FITTINGS AND BENDS IN EXCESS OF 10° EXCEPT AS OTHERWISE SPECIFIED

CONCRETE PIPE CRADLE



SECTION "A-A"



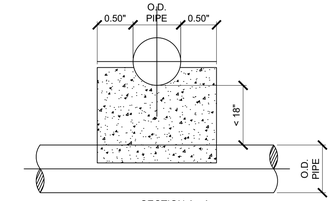
REINFORCED CONCRETE GRAVITY ANCHORS FOR VERTICAL BENDS

A. WHERE INLET OR OUTLET IS HORIZONTAL, WEIGHT OF ANCHOR CAN BE DETERMINED BY MULTIPLYING AREA IN THE TABLE BY 4000 LBS.

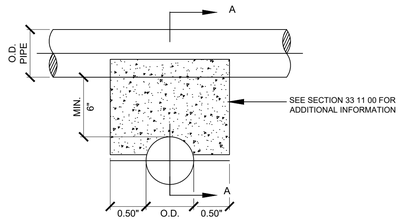
B. OTHER CONDITIONS REQUIRE SPECIAL DESIGN.

NOTE:

1. CONTRACTOR RETAINS RESPONSIBILITY FOR ADEQUATE BLOCKING. THE TABULATION IS PROVIDED AS A CONVENIENCE TO AID IN THE CALCULATIONS OF REQUIRED AREA OF BLOCKING UNDER ACTUAL CONDITIONS. THE VALUES MUST BE INCREASED PROPORTIONALLY FOR TEST PRESSURES OVER 200 PSI AND BEARING CAPACITY LESS THAN 4000 PSI.



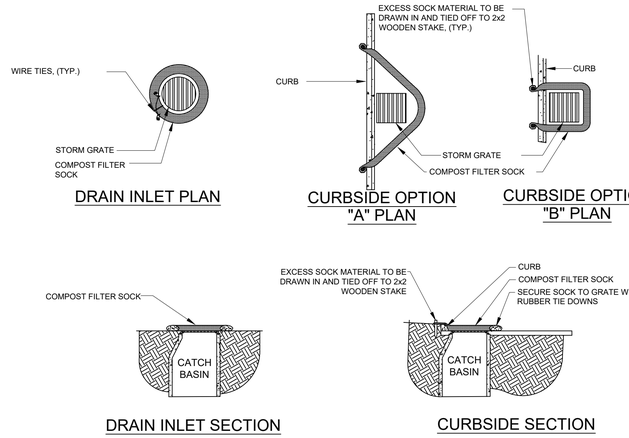
SECTION A - A



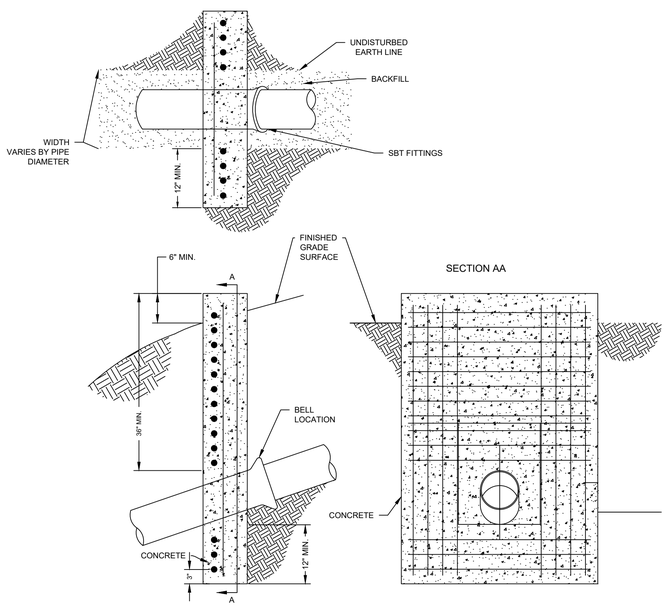
NOTE:

1. THIS SHALL APPLY TO ALL CROSSINGS THAT CANNOT MAINTAIN A MINIMUM VERTICAL CLEARANCE OF 18". APPROVAL FROM THE COR REQUIRED FOR USE OF CONCRETE CRADLE.

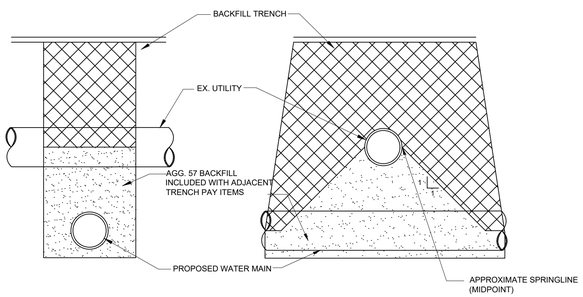
INLET PROTECTION



TYPICAL ANCHOR DETAIL



TYPICAL DETAIL FOR WATER MAIN CROSSING UNDER EXISTING UTILITIES

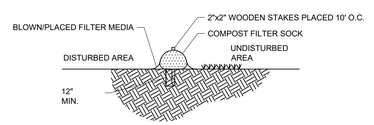


NOTE:

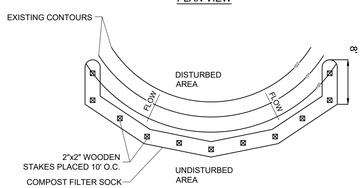
1. THIS SHALL APPLY TO ALL CROSSINGS WITH A VERTICAL CLEARANCE GREATER THAN 18" AND LESS THAN 5'.

COMPOST FILTER SOCK

SECTION VIEW



PLAN VIEW



NOTES:

1. COMPOST FILTER SOCK SHALL BE PLACED AT EXISTING LEVEL GRADE. BOTH ENDS OF THE SOCK SHALL BE EXTENDED AT LEAST 8 FEET UP SLOPE AT 45 DEGREES TO THE MAIN SOCK ALIGNMENT (FIGURE 5.2). MAXIMUM SLOPE LENGTH ABOVE ANY SOCK SHALL NOT EXCEED THAT SHOWN ON FIGURE X.X. STAKES MAY BE INSTALLED IMMEDIATELY DOWNSLOPE OF THE SOCK IF SO SPECIFIED BY THE MANUFACTURER.
2. TRAFFIC SHALL NOT BE PERMITTED TO CROSS FILTER SOCKS.
3. ACCUMULATED SEDIMENT SHALL BE REMOVED WHEN IT REACHES 50% OF THE ABOVE GROUND HEIGHT OF THE SOCK AND PROPERLY DISPOSED OF IN ACCORDANCE WITH ANY GOVERNING REGULATIONS.
4. SOCKS SHALL BE INSPECTED WEEKLY AND AFTER EACH RUNOFF EVENT. DAMAGED SOCKS SHALL BE REPAIRED ACCORDING TO MANUFACTURER'S SPECIFICATIONS OR REPLACED WITHIN 24 HOURS OF INSPECTION.
7. UPON STABILIZATION OF THE AREA TRIBUTART TO THE SOCKS, STAKES SHALL BE REMOVED. THE SOCK AND ALL REMAINING SEDIMENT RESIDUE MUST BE REMOVED AND DISPOSED OF PROPERLY IN ACCORDANCE WITH ANY GOVERNING REGULATIONS.

WEST VIEW WATER AUTHORITY

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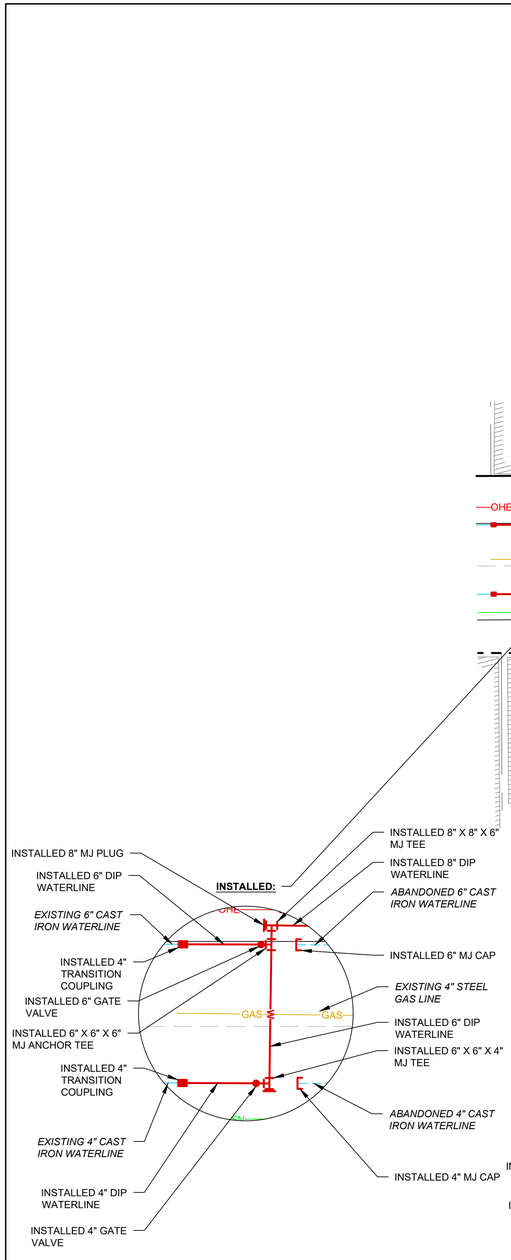
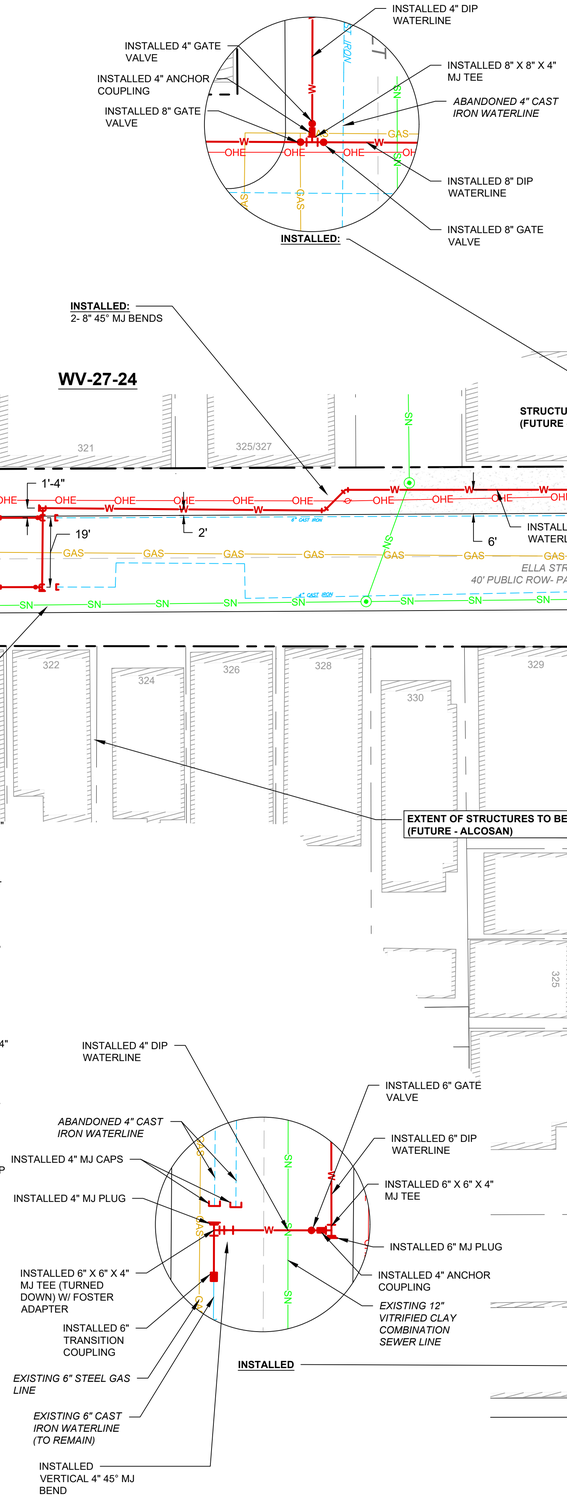
WV-27/28-24

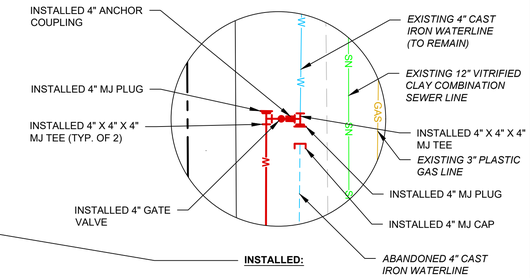
DRAWN BY: NW

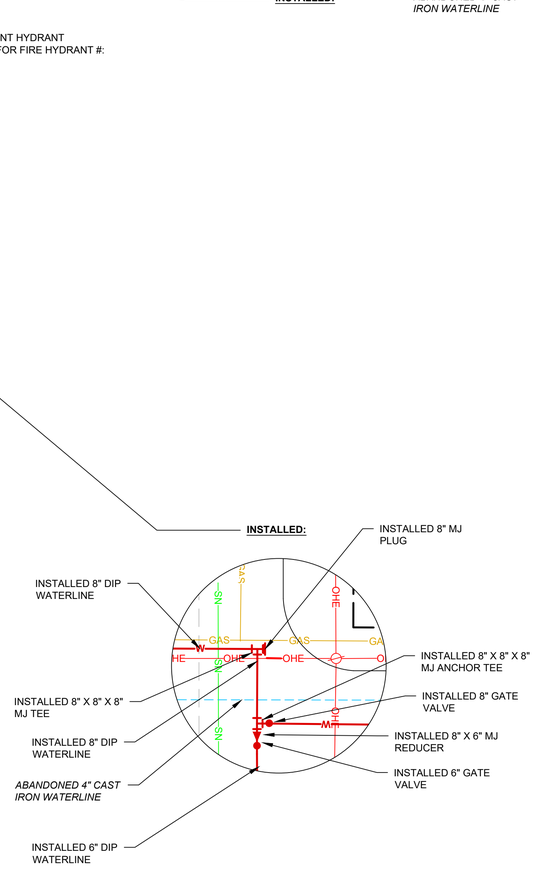
APRVD. BY: ST

DATE	SCALE	DWG NO:
10/01/24	NTS	WV-27/28-24-GN-4









NOTES:

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-DO NOT INSERT PIPE PAST INSERTION LINE.

-STORE ALL PIPE ON A FLAT, EVEN SURFACE.

-INSTALL TRACER WIRE AND TEST STATIONS IN ACCORDANCE WITH AUTHORITY SPECIFICATIONS.

-MARK ALL BENDS WITH A WOOD LATHE STRIP AND LABEL, WITH PERMANENT MARK, THE IDENTIFICATION OF THE ITEM.

-ALLOWABLE JOINT DEFLECTION OF 5° PER DIPRA STANDARDS.

-INSTALL WATER LINES UNDER ANY UTILITIES ENCOUNTERED IN TYPICAL 4' DEPTH TRENCH UNLESS DIRECTED OTHERWISE BY AUTHORITY.

-ALL UTILITY LOCATIONS ARE APPROXIMATE. CONTRACTOR IS TO FIELD VERIFY LOCATIONS PRIOR TO INSTALLATION.

-USE MJ RESTRAINED GLANDS ON ALL FITTINGS UNLESS OTHERWISE DIRECTED BY AUTHORITY.

-USE 'FIELD-LOK' GASKETS WHERE SHOWN ON PLAN FOR 2 CONSECUTIVE JOINTS OR AS DIRECTED BY THE AUTHORITY'S INSPECTOR.

-ALL DRIVEWAYS AND SIDEWALKS TO BE REPLACED IN KIND OR AS DIRECTED BY AUTHORITY.

-TUNNEL UNDER SIDEWALK CROSSINGS WHERE POSSIBLE.

-REMOVE AND REPLACE ALL OBSTACLES IN KIND AS DIRECTED.

-W/L LAYOUT BY WEST VIEW WATER, SURVEY BY OTHERS.

-POLYWRAP ALL DUCTILE IRON FITTINGS AND PIPE.

-INSTALL TEST STATIONS EVERY 500' OR AS DIRECTED BY AUTHORITY.

-FOR MORE INFORMATION NOT CONTAINED ON THIS SHEET, SEE WRITTEN INSTALLATION SPECIFICATIONS.

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DIAL 8-1-1 OR 1-800-242-1776 NOT LESS THAN 3 BUSINESS DAYS NOR MORE THAN 10 BUSINESS DAYS PRIOR TO THE START OF EXCAVATION.

COORDINATE YOUR PROJECTS VIA COORDINATE PA AT WWW.PAONECALL.ORG

PENNSYLVANIA ONE CALL SYSTEM SERIAL NUMBER 2024-169-2507

WEST VIEW WATER AUTHORITY

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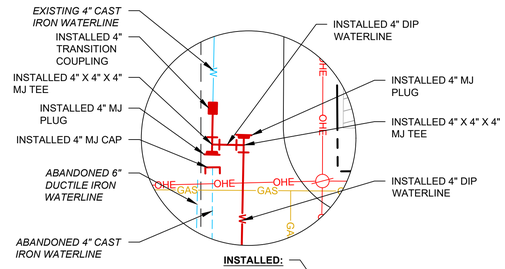
Record Infomation 8/18/2025

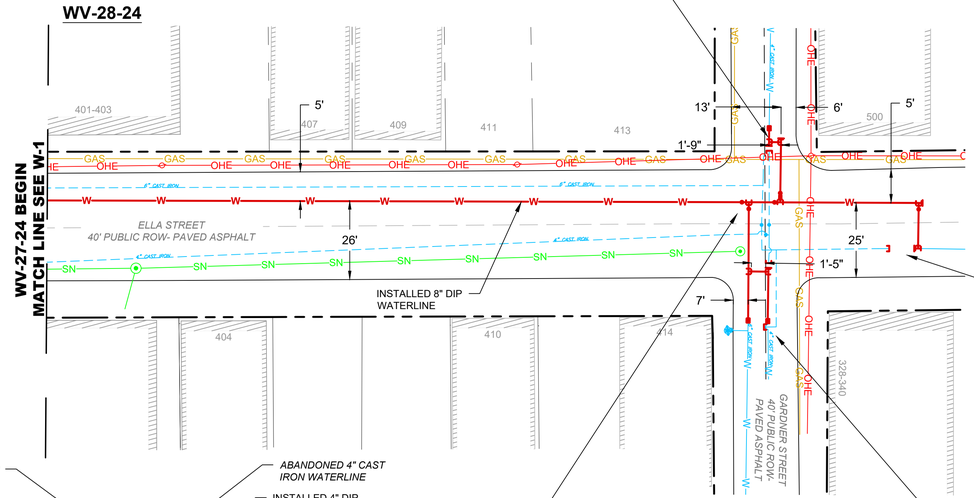
0 20' 40'

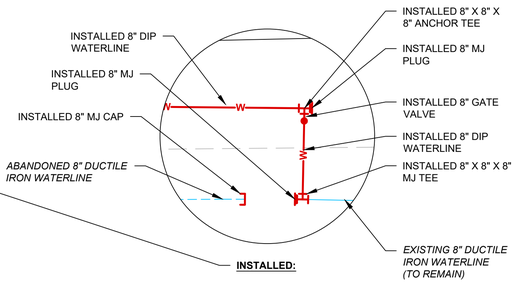
WV-27/28-24

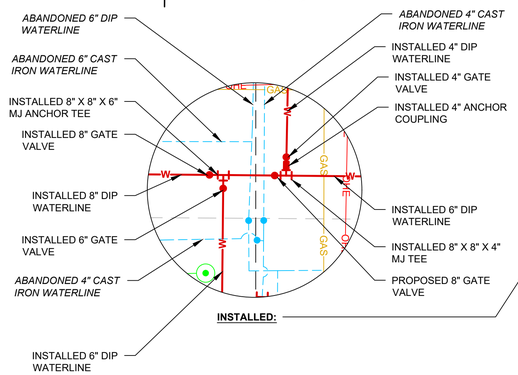
DRAWN BY NW
APRVD. BY ST

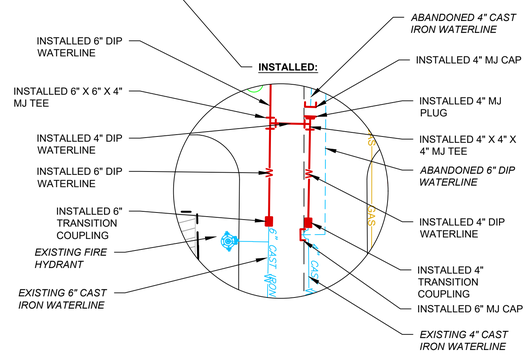
DATE	SCALE	DWG NO:
10/01/24	1" = 20'	WV-27/28-24-W-1











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WV-27/28-24

DRAWN BY: NW
APRVD. BY: ST

DATE: 10/01/24
SCALE: 1" = 20'
DWG NO: WV-27/28-24-W-2