

## AMENDMENT AGREEMENT

THIS AMENDMENT AGREEMENT (this "Amendment") is made and entered into as of the 11<sup>th</sup> day of November, 2011 (the "Amendment Effective Date"), between the Stadium Authority of the City of Pittsburgh (the "Optionor") and NorthShore Developers, L.P. (the "Optionee").

### WITNESSETH:

WHEREAS, pursuant to (a) that certain Lease Agreement by and between the Sports and Exhibition Authority of Pittsburgh and Allegheny County (the "SEA") and Pittsburgh Associates dated June 2, 2000, as amended (the "Pirates Lease") and (b) that certain Lease Agreement dated June 20, 2000, by and between the SEA and PSSI Stadium Corp. (the predecessor-in-interest to PSSI Stadium LLC), as amended (the "Steelers Lease," together with the Pirates Lease, the "Team Leases"), stadia were erected in the North Shore area of Pittsburgh, Pennsylvania, to serve as the home of the Pittsburgh Pirates and Pittsburgh Steelers; and

WHEREAS, in connection with the Team Leases, Optionor and Optionee entered into that certain Option Agreement, dated September 25, 2003 (the "Original Option Agreement"), which was reaffirmed, amended and supplemented by that certain Reaffirmation, Settlement and Amendment Agreement, dated as of December 30, 2008, between Optionor and Optionee (the "Reaffirmation Agreement") (collectively, the "Option Agreement"), pursuant to which Optionor granted Optionee the exclusive option to purchase and/or ground lease the Property (as defined in the Option Agreement); and

WHEREAS, Optionee and Optionor desire to amend the Option Agreement on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Defined Terms. Capitalized terms used herein, but not otherwise defined herein, have the meanings given to them in the Option Agreement. As used in the Option Agreement, the term "this Agreement" or "the Option Agreement" shall mean the Option Agreement, as amended by this Amendment.

2. Take Down Schedules and Terms.

(a) Fifth Take Down & Sixth Take Down.

(i) The Optionee shall Take Down (A) a Tract encompassing a portion of Parcel 7.1 and/or Parcel 7.2 (the "Fifth Take Down Parcel") and (B) a Tract encompassing another portion of Parcel 7.1 and/or Parcel 7.2 (the "Sixth Take Down Parcel"), in accordance with the terms of this Section 2(a).<sup>1</sup> The Take Down of the Fifth Take Down Parcel and the Sixth Take

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<sup>1</sup> Optionee shall submit a written letter to Optionor contemporaneously with the execution of this Amendment for delivery to the Initial Appraiser setting forth Optionee's current concept relating to the Fifth Take Down Property and the Sixth Take Down Property. Such letter shall not constitute a submission under the Option Agreement, including, without limitation, a submission of the Site Improvement Plan, with respect to the Fifth Take Down Property or the Sixth Take Down Property. By acceptance of such letter and the appraisal process, Optionor is not consenting to

Down Parcel shall constitute the fifth (5<sup>th</sup>) Take Down and the sixth (6<sup>th</sup>) Take Down, respectively, under the Option Agreement. The Fifth Take Down Parcel and the Sixth Take Down Parcel shall (i) be contiguous to each other, (ii) face North Shore Drive and (iii) collectively encompass all of the property contiguous to North Shore Drive from Chuck Noll Way to Tony Dorsett Drive. The Closing Date for the purchase and sale of the Fifth Take Down Parcel (the "Fifth Take Down Closing Date") and the Closing Date for the purchase and sale of the Sixth Take Down Parcel (the "Sixth Take Down Closing Date") shall each occur on a date determined by Optionee upon not less than thirty (30) days' prior written notice to Optionor, but in no event later than December 31, 2012. The Option Period for the Fifth Take Down Parcel and the Sixth Take Down Parcel shall expire on December 31, 2012. Optionee shall submit to Optionor for its approval the Site Improvement Plan, as described in Section 4.3 of the Option Agreement, with respect to the fifth (5<sup>th</sup>) Take Down and the sixth (6<sup>th</sup>) Take Down (including, without limitation, a depiction and legal description of each of the Fifth Take Down Parcel and the Sixth Take Down Parcel), no later than July 1, 2012. Notwithstanding the foregoing sentence, (x) Optionee shall have the right to submit to Optionor for approval the components of the Site Improvement Plan described in Sections 4.3(a) and 4.3(d) of the Option Agreement with respect to the fifth (5<sup>th</sup>) Take Down and the sixth (6<sup>th</sup>) Take Down (the "Advance Components") prior to submission of the components of the Site Improvement Plan described in Sections 4.3(b), 4.3(c) and 4.3(e) of the Option Agreement with respect to the fifth (5<sup>th</sup>) Take Down and the sixth (6<sup>th</sup>) Take Down (the "Other Components") and (y) if Optionee submits the Advance Components prior to submitting the Other Components, then the time period for Optionor to review and either approve or comment on the Advance Components shall commence on the date of Optionor's receipt of the Advance Components (rather than the date of Optionor's receipt of the entire Site Improvement Plan), and Optionee then shall submit the remaining components of the Site Improvement Plan, which will be subject to approval in accordance with Section 4.3 of the Option Agreement, no later than July 1, 2012. It is understood and agreed that in no event shall Optionee's submission of the Advance Components constitute a default under Section 1.3 of the Option Agreement nor give Optionor any termination or development rights with respect to the Fifth Take Down Parcel and Sixth Take Down Parcel. As determined appropriate by Optionor, Optionor's review of such Site Improvement Plan shall be based upon advice from professionals, including urban design professionals.

(ii) Optionee shall prepare and deliver to Optionor documentation sufficient to cause each of the Fifth Take Down Parcel and the Sixth Take Down Parcel, upon the recordation of such documentation, each to be consolidated as a single, legally subdivided parcel. The recordation of such documentation with respect to the Fifth Take Down Parcel shall be performed on the Fifth Take Down Closing Date, and the recordation of such documentation with respect to the Sixth Take Down Parcel shall be performed on the Sixth Take Down Closing Date.

(iii) Optionee hereby advises that it does not seek and shall not seek Optionor's contribution to remediate environmental conditions, if any, pertaining to the Fifth Take Down Parcel or the Sixth Take Down Parcel. As required by Section 2.4(a) of the Original Option Agreement, on each of the Fifth Take Down Closing Date and the Sixth Take Down Closing Date, Optionee shall execute the Environmental Agreement and Covenant Not to Sue with Optionor, in the form attached hereto as Exhibit A.

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any portion of Optionee's current concept, and the proposed use of the Fifth Take Down Property and the Sixth Take Down Property and all other aspects of the Site Improvement Plan will be subject to approval in accordance with the terms of the Option Agreement.

(iv) All portions of Parcels 7.1 and 7.2 remaining after the later of the Fifth Take Down Closing Date and the Sixth Take Down Closing Date shall constitute one (1) Parcel, and the number of Parcels under Section 1.5(b) of the Option Agreement is hereby increased from eleven (11) to twelve (12). Notwithstanding the foregoing, all remaining portions of Parcel 7.1 shall be subject to the minimum height requirements and preferred height requirements applicable to Parcel 7.1 under the Option Agreement, and all remaining portions of Parcel 7.2 shall be subject to the minimum height requirements and preferred height requirements applicable to Parcel 7.2 under the Option Agreement.

(b) Follow-On Parcels. Subject to Section 11(b) herein, Optionee shall Take Down a Tract encompassing Parcel 14 and a Tract encompassing Parcel 10.2 (each, a "Follow-On Parcel"; collectively, the "Follow-On Parcels"). Subject to Section 11(b) herein, the Option Period for (1) the first Follow-On Parcel shall expire on May 31, 2015, and (2) the second Follow-On Parcel shall expire on May 31, 2017. The Take Down of the first Follow-On Parcel and the second Follow-On Parcel shall constitute the seventh (7<sup>th</sup>) Take Down and the eighth (8<sup>th</sup>) Take Down, respectively, under the Option Agreement. Notwithstanding anything to the contrary in the Option Agreement, and subject to Section 11(b) herein, (i) the deadline for delivering the Take Down Notice respecting (w) the first Follow-On Parcel shall be August 1, 2014, and (x) the second Follow-On Parcel shall be August 1, 2016 and (ii) the deadline for delivering the Site Improvement Plan respecting (y) the first Follow-On Parcel shall be February 1, 2015; and (z) the second Follow-On Parcel shall be February 1, 2017 .

(c) Phase 3 Property. The term "Phase 3 Property," as used herein, means all of the Property other than (i) the Tracts which have been Taken Down prior to the Amendment Effective Date; (ii) the Fifth Take Down Parcel; (iii) the Sixth Take Down Parcel; and (iv) the Follow-On Parcels. Notwithstanding anything to the contrary in the Option Agreement, Optionee may Take Down the Phase 3 Property at any time during the Option Term. Without limitation of the foregoing, the second sentence of Section 3 of the Reaffirmation Agreement is deleted and of no further force or effect. The Option Period respecting the Phase 3 Property shall expire on May 31, 2021. Section 1.3(g) is deleted from the Option Agreement. Notwithstanding anything to the contrary in the Option Agreement, (x) the deadline for delivering the Take Down Notice respecting any of the Parcels comprising the Phase 3 Property shall be August 1, 2020 and (y) the deadline for delivering the Site Improvement Plan respecting any of the Parcels comprising the Phase 3 Property shall be February 1, 2021.

(d) Take Down Failure. A failure to Take Down the Fifth Take Down Parcel and the Sixth Take Down Parcel by December 31, 2012 constitutes a termination of the Option Agreement. A failure to Take Down the first Follow-On Parcel and the second Follow-On Parcel by the end of the respective Option Period, as set forth in this Amendment and as may be extended pursuant to Section 11(b) herein, constitutes a termination of the Option Agreement. Except as set forth in Section 11(b) herein, any extensions are expressly subject to approval by the Board of the Optionor, must be in writing signed by the parties, may be granted or denied in the Optionor's sole and absolute discretion, and may be conditioned upon, among other things, payments or other penalties. Upon the occurrence of any such termination of the Option Agreement, neither party shall have any further rights or obligations under the Option Agreement, except for those rights or obligations which expressly survive such termination.

3. Pricing.

(a) Notwithstanding anything to the contrary contained in the Option Agreement, the Purchase Price or Rental for the Fifth Take Down Parcel, the Sixth Take Down Parcel, the Follow-On Parcels and all other Tracts to be Taken Down pursuant to the Option Agreement shall be the fair market values determined in the manner described below (the "Fair Market Values"). Notwithstanding the foregoing, the Fair Market Values shall in no event be less than the prices set forth in Exhibit E to the Original Option Agreement.

(b) The Fair Market Values of the Fifth Take Down Parcel and the Sixth Take Down Parcel will be determined by Integra Realty Resources (the "Initial Appraiser"), within thirty (30) days after the Amendment Effective Date and shall (i) be based on, among other things, the Optionee's initial proposed use of the Fifth Take Down Parcel and the Sixth Take Down Parcel and (ii) be prepared in accordance with the assumptions and parameters set forth in Exhibit B to this Amendment:

(c) The Fair Market Values of the remaining Parcels, including, without limitation, each of the Follow-On Parcels, shall (i) be based on, among other things, the likely uses of such Parcels, as currently anticipated by Optionee and as contemplated in the Master Plan (such as office, retail, hotel, residential rental, residential owned or mixed use); (ii) be determined by the Initial Appraiser, within twelve (12) months after the Amendment Effective Date; and (iii) be prepared in accordance with the assumptions and parameters set forth in Exhibit B. The Fair Market Values of the remaining Parcels may be increased on each anniversary of the Amendment Effective Date, as provided in the appraisal prepared by the Initial Appraiser.

(d) (i) The prices will be revalued if the proposed use (including, without limitation, the density) for a particular Parcel to be Taken Down is different than that for which such Parcel was valued as provided in Sections 3(b) and 3(c) above or if the proposed use of such Parcel encompasses facts or circumstances that are different than the assumptions and parameters taken into account in the original appraisal of such Parcel. Such revaluation, if necessary, shall (A) be performed by the Initial Appraiser and (B) be prepared in accordance with the assumptions and parameters set forth on Exhibit B. The assumptions and parameters provided to the Initial Appraiser and any other appraiser(s) appointed pursuant to this Section 3(d) shall be based upon the final Site Improvement Plan for such Tract, using the assumptions and parameters set forth on Exhibit B attached hereto (as the same may be amended by the agreement of the parties).

(ii) In the event a revaluation is required by Section 3(d)(i) herein and the Initial Appraiser is not available to complete such revaluation, or if the Initial Appraiser is unavailable to perform the appraisal as set forth in Sections 3(b) or 3(c), the parties will attempt in good faith to agree upon an appraiser to perform a revaluation of the applicable Tract. If Optionor and Optionee agree upon an appraiser within fifteen (15) days after Optionor's receipt of the Take Down Notice (the "Determination Period"), then such appraiser shall perform the revaluation, and the Fair Market Value of the applicable Tract set forth therein shall constitute the Fair Market Value of, and the purchase price payable for, such Tract.

(iii) If Optionor and Optionee fail to agree upon such an appraiser within the Determination Period, then Optionor and Optionee each shall select an appraiser and provide written notice of the identity of such appraiser to each other within thirty (30) days after the

expiration of the Determination Period. If either party does not appoint an appraiser within such thirty (30) day period, then the single appraiser appointed shall be the sole appraiser and shall set the Fair Market Value of the applicable Tract. Within sixty (60) days after the expiration of the Determination Period, each such appraiser shall perform and provide an appraisal of the applicable Tract, and Optionor and Optionee each shall provide written notice to the other party (the "Appraisal Notice") of its appraiser's determination of the Fair Market Value of the Tract. If the determination of the fair market value of the applicable Tract set forth in the Optionor's and Optionee's appraisals differs by less than ten percent (10%) of the lowest appraisal, then the Fair Market Value of, and the purchase price payable for, the Tract shall be determined by taking the average of the fair market value of the applicable Tract set forth in each appraisal.

(iv) If the determination of the fair market value of the applicable Tract set forth in the Optionor's and Optionee's appraisals differs by ten percent (10%) or more of the lowest appraisal, then within twenty (20) days after the Appraisal Notice, the two appraisers shall select a third appraiser who meets the qualifications stated herein. The third appraiser shall perform and provide an appraisal of the applicable Tract within thirty (30) days after his or her appointment. The determination of the fair market value of the applicable Tract set forth in the appraisal of the third appraiser shall constitute the Fair Market Value of, and the purchase price payable for, such Tract. Unless otherwise agreed by the parties, each appraiser shall be a national appraiser who is a disinterested third party holding an MAI designation from the Appraisal Institute and shall have at least ten years' experience as an appraiser of comparable commercial real estate in the Pittsburgh area.

(e) All appraisers selected by Optionor and/or Optionee pursuant to this Section 3, including, without limitation, the Initial Appraiser, shall be engaged by Optionor.

(f) The cost of appraisers, and Optionor's consultants in connection with the valuations (including, without limitation, Holliday Fenoglio Fowler, L.P.), will be paid from the Development Funds.

(g) Optionee shall promptly provide all appraisers appointed pursuant to this Section 3, including, without limitation, the Initial Appraiser, with all information reasonably requested by any such appraiser from time to time.

4. Expiration of Option Agreement. In all events, the term of the Option Agreement and the Option Term shall expire on May 31, 2021, although the provisions of Section 12 hereof will, if applicable, survive as provided therein.

5. Relocation of Parking Equipment. In connection with each Take Down, Optionee shall be responsible for relocating, at Optionee's sole cost and expense, parking revenue control equipment, as required by Optionor, to a location acceptable to Optionor including, without limitation, the necessary utilities, guiderail, restriping and lighting, and constructing the necessary curb cuts. Optionee also shall grant to Optionor a utility easement across the applicable Tract being Taken Down (on commercially reasonable terms) so that electrical service can be provided to such revenue control equipment. Optionee is responsible for the expense of the improvements described in this Section.

6. Roadway Obligations. Except for the completion of Chuck Noll Way, which is currently under construction, Optionor shall have no obligations to construct the Roadways.

7. Retail Parking Holdbacks. The third and fourth sentences of Section 1.8(b) of the Option Agreement are hereby deleted and of no further force and effect.

8. Development Fund.

(a) Notwithstanding any requirement to the contrary in the Option Agreement, the sum of \$668,881, which represents all "unearned amounts" in the Development Fund as of the date hereof pertaining to the Phase 3 Property, shall be released immediately from the Development Fund upon the Amendment Effective Date to Optionor for reduction of the principal of the debt on the Parcel 3 Garage (known as the West General Robinson Garage). Optionor shall, within a reasonable amount of time of any such debt payment, provide evidence of the same to Optionee, to Optionee's reasonable satisfaction.

(b) All future deposits to the Development Fund related to the Phase 3 Property shall be used to support the development of the Additional Parking (as defined in Section 11(a) below) (if any) and, in the absence of the Additional Parking, applied by Optionor to pay debt service on the Parcel 3 Garage (known as the West General Robinson Garage) and/or the North Shore Garage (as determined by Optionor). Optionor shall, within a reasonable amount of time of any such debt payment, provide evidence of the same to Optionee, to Optionee's reasonable satisfaction.

9. PWSA Easements and North Shore Survey.

(a) Optionee consents to the form of easements attached hereto and made a part hereof as Exhibit D-1 and Exhibit D-2 (collectively, the "Easements"), whereby easements are granted to the Pittsburgh Water and Sewer Authority ("PWSA") for Lot 14 and Lot 4 in the North Shore Subdivision Plan (the "Subdivision Plan"), which plan was recorded on July 30, 2003, in the Department of Real Estate of Allegheny County at Plan Book Volume 243, Page 22. Upon request by Optionor, Optionee shall promptly provide its signature, in recordable form, to the consents attached to the Easements.

(b) Within sixty (60) days of receipt by Optionee of all of the final Subway Conveyances, Optionee shall prepare and deliver to Optionor a survey of the lots in the Subdivision Plan, in form acceptable to Optionor, in its reasonable discretion, that depicts (i) all changes of public record that have been made to the Subdivision Plan and lots therein; (ii) roadways in the Subdivision Plan, including roadway locations shown by: (1) dedication of HOV lanes (Resolution 528 enacted 8/1/2011); (2) amendment to Resolution 404 (minor changes to roadway locations); and (3) acceptance of location of Chuck Noll Way (Resolution 328 enacted 4/12/11); (iii) the Subway Conveyances; (iv) the PWSA easements encumbering the following lots in the Subdivision Plan: Lot 1; Lot 9 (DBV 13825, P 181); and Lot 3 (DBV 13893, P 177); (v) the Easements, once they have been recorded; and (vi) the Lot 15 Easement (as defined in the Lot 15 Easement Side Letter (as hereinafter defined)).

10. Parking and Traffic Study.

(a) Optionor and Optionee acknowledge and agree that replacement parking is required in order to continue the development of the Property beyond the fifth (5<sup>th</sup>) Take Down and the sixth (6<sup>th</sup>) Take Down and that the number of parking spaces that must be replaced is 541 parking spaces (which is the sum of the parking spaces that would be displaced by the

development of (i) the Fifth Take Down Parcel and the Sixth Take Down Parcel (assuming the Fifth Take Down Parcel and the Sixth Take Down Parcel collectively constitute one-half of Parking Lot 2) and (ii) the Follow-On Parcels (137 spaces for the Tract encompassing Parcel 14 (assuming the applicable Follow-On Parcel constitutes all of Parking Lot 3) and 170 spaces for the Tract encompassing Parcel 10.2 (assuming the applicable Follow-On Parcel constitutes one-half of Parking Lot 4)) (the "Replacement Parking").

(b) Optionor and Optionee also acknowledge that there is a need to study the parking requirements and traffic issues relating to the further development of the North Shore area to determine if parking supply in excess of the Replacement Parking is recommended. Promptly upon the completion of the Subway and the substantial completion of the development on the Fifth Take Down Parcel and Sixth Take Down Parcel, Optionee, at Optionee's sole cost and expense, shall commission traffic and parking studies and reports with respect to the Property (the "Parking Study"), and the final Parking Study, which shall be in accordance with the requirements set forth in this Section 10, shall be delivered to Optionor no later than three (3) months after the completion of the Subway and the substantial completion of the development of the Fifth Take Down Parcel and the Sixth Take Down Parcel. Optionor shall be permitted to participate in the commissioning of the Parking Study (including, without limitation, that Optionor shall have the right to approve the party preparing the Parking Study, which approval shall not be unreasonably withheld, conditioned or delayed), and Optionor and Optionee shall mutually agree upon the instructions to be provided to the third parties performing the Parking Study. In addition, Optionor shall have the right to participate in any discussions with the third parties performing the Parking Study, and Optionor shall be provided with, and shall have the right to comment on, all drafts of such reports (of which there shall be at least one). Upon receipt of a written report(s) setting forth the results of the Parking Study, Optionee shall provide copies of such report(s) to Optionor. The parties thereafter shall promptly meet to discuss the then-current and future parking requirements of the Property and a course of action to meet such requirements.

(c) The Parking Study shall (1) examine the ability of the then-existing parking supply to absorb the impact of game day parking demands and other weekday and weekend parking demands of the Property (collectively, the "Demands"), (2) recommend whether parking supply in excess of the Replacement Parking is required to absorb the Demands and (3) present parking system financial analyses projecting revenues and expenses for a ten (10) year period evidencing the ability of net operating income to cover debt service (which analyses shall be done separately for each of (w) the Parcel 3 Garage (known as the West General Robinson Garage), (x) the North Shore Garage, (y) any additional parking supply recommendations set forth in the Parking Study and (z) the Parcel 3 Garage (known as the West General Robinson Garage), the North Shore Garage and any such additional parking supply recommendations combined). The Parking Study shall take into consideration, among other things, (i) existing development within the Property; (ii) the spill-over (i.e., the number of parking spaces that will be used by the users of existing and future development within the Property, including without limitation, development on the Fifth Take Down Parcel, Sixth Take Down Parcel and Follow-On Parcels, during events at Heinz Field and PNC Park); (iii) the Replacement Parking; and (iv) the impact that the Subway will have on parking within the Property.

#### 11. Additional Parking.

(a) Optionor may, but shall not be obligated to, provide (i) the Replacement Parking and (ii) such excess parking supply as recommended in the Parking Study, provided that

in no event shall such excess parking supply to be provided by Optionor pursuant to this Subsection (ii) be required to exceed the spill-over from the development of the Fifth Take Down Parcel, Sixth Take Down Parcel and Follow-On Parcels (i.e., the number of parking spaces that will be used by the users of the development within the Fifth Take Down Parcel, Sixth Take Down Parcel and Follow-On Parcels during events at Heinz Field and PNC Park as determined by the Department of City Planning of the City of Pittsburgh) (such additional parking to be provided by the Optionor pursuant to this Section 11(a)(i) and Section 11(a)(ii) is referred to herein as "Additional Parking"). Optionor shall provide notice to Optionee as to (A) the amount of Additional Parking that Optionor is willing to provide and (B) the location of any such Additional Parking (which shall be located on one or more of the Parcels and otherwise in Optionor's sole discretion) (the "Additional Parking Notice"). The Additional Parking Notice shall be provided no later than five (5) months after Optionor's receipt of the final Parking Study.

(b) Provided that Optionee is in compliance with the Option Agreement, the commitment by Optionor to provide Additional Parking shall be a condition to Optionee's obligation to Take Down the Follow-On Parcels by the end of the applicable Option Period; the sole result of Optionor's failure to commit to provide Additional Parking shall be that a delay by Optionor to commit to the Additional Parking shall result in a corresponding delay of Optionee's obligation to Take Down the Follow-On Parcels (such period of delay is referred to herein as the "Delay Period"). In no event shall the Delay Period extend beyond May 31, 2021.

(c) It is anticipated that the provision of Additional Parking will be undertaken by the Optionor in cooperation with other public entities, such as Federal, State, County and City governments and authorities, and/or any combination thereof, and it is intended that the City and the County will support the Optionor in fulfilling this commitment. The determination of whether or not to provide the Additional Parking shall be made by Optionor, in the Optionor's sole and absolute discretion, and the sole remedy of Optionee for a failure by Optionor to provide the Additional Parking shall be a delay in the obligation to Take Down the Follow-On Parcels. In the event that Optionor commits to provide Additional Parking in accordance with the first sentence of Section 11(b) herein, then Optionor shall cause the same to be substantially completed on or before the date that development of the Follow-On Parcels is substantially completed. Notwithstanding anything to the contrary contained herein, in no event shall the construction of the Additional Parking be required to commence until Optionee has commenced construction with respect to the first Follow-On Parcel.

(d) Optionor and Optionee each agree to use best practices regarding traffic flow (including ingress and egress to existing and any potential new parking garages) and traffic communications (including, without limitation, educating and marketing to event patrons regarding traffic flow and parking alternatives). In addition to the Parking Study, the parties shall, at Optionee's sole cost and expense, obtain a traffic flow and communications study with respect to the Property every two (2) years during the Option Term, the first of which study must be obtained within twelve (12) months after the Amendment Effective Date.

(e) Sections 3.2(a), 3.2(b) and 3.5 of the Original Option Agreement (as modified by Section 7 of the Reaffirmation Agreement) are deleted in their entirety.



12. Post Option Term Parking.

(a) If the Take Down of one or both of the Follow-On Parcels does not occur during the Option Term due to Optionor's failure to provide the Additional Parking, then, upon the expiration of the Option Agreement, for a period of time commencing on the expiration of the Option Agreement and lasting a period equal to the Delay Period (but in no event more than ten (10) years), it will be a condition to any other development by the Optionor or any other third party of the Follow-On Parcels that Optionor provide the Additional Parking. This Section 12(a) shall survive expiration of the Option Agreement.

(b) If and to the extent that the Phase 3 Property has not been developed during the term of the Option Agreement, then during the period commencing on the expiration of the Option Agreement and ending on the expiration of the current, initial term of the Steelers Lease or Pirates Lease, whichever is longer, Optionor will not develop the Phase 3 Property unless the Optionor and Optionee agree on a parking plan for such portion of the Phase 3 Property to be developed, or, in the absence of such agreement, Optionor provides replacement parking and spill-over parking for the portions of the Phase 3 Property to be developed. This Section 12(b) shall survive expiration of the Option Agreement.

(c) This Section 12 shall not be applicable if the Option Agreement is terminated due to a default by Optionee or a failure by Optionee to timely Take Down the Fifth Take Down Parcel, the Sixth Take Down Parcel or either of the Follow-On Parcels.

13. Reservation of Mineral Rights. Notwithstanding anything in the Option Agreement to the contrary, Optionor, for itself and its successors and assigns, hereby reserves unto itself, and the conveyance to the Optionee of each Tract shall exclude, all of the coal, oil, gas, other gaseous, liquid and solid hydrocarbons, oil shale and any other minerals within and underlying such Tract and/or appurtenant thereto, and the right to develop all such minerals, which reservation shall be provided in the applicable deed.

14. Parcel 6 Additional Work Side Letter. The receipt by Optionor of a fully-executed original of the side letter attached hereto as Exhibit C shall be a condition to Optionor's obligations under this Amendment.

15. Lot 15 Easement Side Letter. The receipt by Optionor of a fully-executed original of the side letter (the "Lot 15 Easement Side Letter") attached hereto as Exhibit E shall be a condition to Optionor's obligations under this Agreement.

16. Residual Parking Revenues. Grantee hereby waives all of Grantee's rights under Sections 7.7.7(e)(ii) and 7.7.7(g)(i) of the Steelers Lease, and Pittsburgh Associates hereby waives all of Grantee's rights under Sections 5.12.6(e)(ii) and 5.12.7(a) of the Pirates Lease.

17. Multiple Counterparts. This Amendment may be executed in a number of identical counterparts. If so executed, each of such counterpart is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement.

18. Amendment. This Amendment shall serve as an amendment to the Option Agreement. Except as expressly provided in this Amendment, the Option Agreement is hereby ratified and confirmed and remains in full force and effect.

19. Entire Agreement. The Option Agreement, as amended by this Amendment, contains the entire understanding of the parties and supersedes any prior understanding and agreements among them regarding the subject matter. The Option Agreement, as amended by this Amendment, may be modified or amended only by a written instrument executed in the same manner as the Option Agreement. If a provision of this Amendment is declared null and void, the remaining provisions of this Amendment shall remain in full force and effect.

20. Further Assurances. The parties will take all actions necessary and appropriate to effect the transactions contemplated herein, including but not limited to executing any and all documents necessary and appropriate as requested by the other party.

21. Applicable Law. This Amendment shall be interpreted in accordance with and governed by the internal laws of the Commonwealth of Pennsylvania.

*[Remainder of Page Intentionally Left Blank.]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and year first above written.

ATTEST/WITNESS:

KMSTK  
Approved as to Form

Optioner's Solicitor

OPTIONOR:

STADIUM AUTHORITY OF THE CITY OF PITTSBURGH

By: Mary K Conturo  
Mary K. Conturo  
Executive Director

ATTEST/WITNESS:

\_\_\_\_\_

OPTIONEE:

NORTH SHORE DEVELOPERS, L.P.

By: NSHORE GENERAL, LLC  
Its: General Partner

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST/WITNESS:

\_\_\_\_\_

By: HOME RUN DEVELOPMENT, LLC  
Its: General Partner

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged and agreed to the provisions of Section 16, intending to be legally bound:

PSSI STADIUM LLC (successor by merger to PSSI Stadium Corp.)

By: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and year first above written.

ATTEST/WITNESS:

\_\_\_\_\_  
Approved as to Form

\_\_\_\_\_  
Optionor's Solicitor

ATTEST/WITNESS:

\_\_\_\_\_

ATTEST/WITNESS:

\_\_\_\_\_

OPTIONOR:

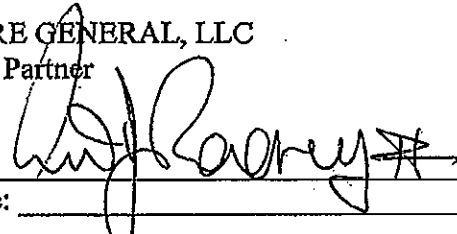
STADIUM AUTHORITY OF THE CITY OF  
PITTSBURGH

By: \_\_\_\_\_  
Mary K. Conturo  
Executive Director

OPTIONEE:

NORTH SHORE DEVELOPERS, L.P.

By: NSHORE GENERAL, LLC  
Its: General Partner

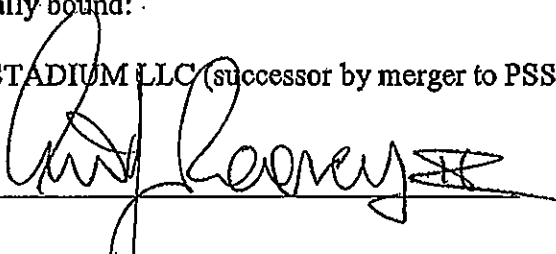
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Title: \_\_\_\_\_

By: HOME RUN DEVELOPMENT, LLC  
Its: General Partner

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged and agreed to the provisions of  
Section 16, intending to  
be legally bound:

PSSI STADIUM LLC (successor by merger to PSSI Stadium Corp.)

By:   
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and year first above written.

ATTEST/WITNESS:

OPTIONOR:

\_\_\_\_\_  
Approved as to Form

STADIUM AUTHORITY OF THE CITY OF  
PITTSBURGH

\_\_\_\_\_  
Optionor's Solicitor

By: \_\_\_\_\_  
Mary K. Conturo  
Executive Director

ATTEST/WITNESS:

OPTIONEE:

NORTH SHORE DEVELOPERS, L.P.

\_\_\_\_\_

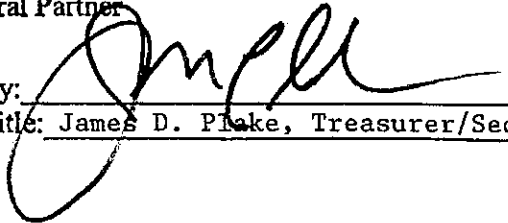
By: NSHORE GENERAL, LLC  
Its: General Partner

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST/WITNESS:

By: HOME RUN DEVELOPMENT, LLC  
Its: General Partner

\_\_\_\_\_

By:   
Title: James D. Pike, Treasurer/Secretary

Acknowledged and agreed to the provisions of  
Section 16, intending to  
be legally bound:

PSSI STADIUM LLC (successor by merger to PSSI Stadium Corp.)

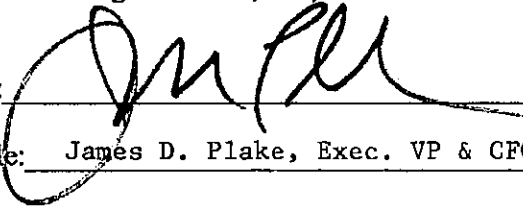
By: \_\_\_\_\_

Title: \_\_\_\_\_

Acknowledged and agreed to the provisions of  
Section 16, intending to  
be legally bound:

PITTSBURGH ASSOCIATES

By: Pittsburgh Baseball, Inc., Its General Partner

By:   
\_\_\_\_\_

Title: James D. Plake, Exec. VP & CFO

## LIST OF EXHIBITS

Exhibit A	Environmental Agreement and Covenant Not to Sue
Exhibit B	Appraiser Assumptions and Parameters
Exhibit C	Parcel 6 Additional Work Side Letter
Exhibit D-1	PWSA Easement & Consent – Lot 14
Exhibit D-2	PWSA Easement & Consent – Lot 4
Exhibit E	Lot 15 Easement Side Letter

**EXHIBIT A**

**FORM OF ENVIRONMENTAL AGREEMENT AND COVENANT NOT TO SUE**



ENVIRONMENTAL AGREEMENT AND COVENANT NOT TO SUE  
(Optionee and Optionor)

THIS ENVIRONMENTAL AGREEMENT AND COVENANT NOT TO SUE (this "Agreement"), made this \_\_\_\_ day of \_\_\_\_\_, 2012, by NORTH SHORE DEVELOPERS, L.P., a Pennsylvania limited partnership ("Optionee"), with an address at 3400 South Water Street, Pittsburgh, PA 15203, and the STADIUM AUTHORITY OF THE CITY OF PITTSBURGH, a body corporate and politic existing under the laws of the Commonwealth of Pennsylvania (the "Authority") (hereinafter known as the "Parties").

WITNESSETH THAT:

WHEREAS, Optionor and Optionee entered into that certain Option Agreement, dated September 25, 2003, which was reaffirmed, amended and supplemented by that certain Reaffirmation, Settlement and Amendment Agreement, dated as of December 30, 2008, and which was amended by that certain Amendment Agreement, dated as of November \_\_\_\_, 2011 (collectively, the "Option Agreement"), pursuant to which the Authority agreed to sell to Optionee certain property located in the 22<sup>nd</sup> Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, along with all improvements thereon, as more particularly described on Exhibit "A" attached hereto and made a part hereof (collectively, the "Property"); and

WHEREAS, in accordance with the terms of Section 2.4(a) of the Option Agreement, Optionee has agreed to make the agreements hereinafter set forth.

NOW, THEREFORE, in consideration of the recitals set forth above and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Parties, intending to be legally bound, hereby covenant and agree as follows:

1. Recitals; Defined Terms. The recitals set forth above are incorporated by reference herein and made a part of this Agreement. Except as otherwise defined herein, all capitalized terms herein shall have the respective meanings ascribed thereto in the Option Agreement.
2. Covenant not to Sue.

(a) Except as provided in subparagraph (b) of this paragraph, Owner (as hereinafter defined) hereby agrees not to sue, prosecute or otherwise make any claim against the Authority, SEA, the City of Pittsburgh and Allegheny County, and each of their respective elected officials, appointed officials, board members, officers, employees, agents and attorneys (collectively, the "Authority Parties") in connection with any and all actions, causes and causes of actions, suits, claims and demands, rights, liabilities, whether in law or in equity, under federal, state, or municipal law or otherwise (including, without limitation, all common law claims), whether known or unknown, suspected or unsuspected, foreseen or unforeseen, actual or potential, which the Owner ever had, now has or shall or may have, against one or more Authority Parties as a result of, or arising out of, or in any way related to or by reason of any Contamination existing on the date hereof at, on, in or about the Property (collectively, "Environmental Claims"). The definition of "Environmental Claims" encompasses any and all relief, no matter how called, whether now apparent or yet to be discovered, including, without limitation, compensatory

damages, punitive damages, damages for emotional distress, equitable relief, injunctive relief, and attorneys' fees and costs. "Owner" means Optionee, any future owner of all or any portion of the Property, and any tenant or lessee of all or any portion of the Property, together with all successors and assigns thereof.

(b) This Agreement shall not preclude any Owner from joining the Authority in an action or suit brought under an Applicable Law against such Owner by one or more Specified Third Parties in connection with any Environmental Claim. "Specified Third Party" means any party, including without limitation, any Governmental Authority, excluding (i) any Owner and any affiliate thereof or any successor thereto, and (ii) any party with whom any Owner has a contractual arrangement for the use and/or occupancy of the Property or any portion thereof.

(c) Except as provided in subparagraph (d) of this paragraph 2, the Authority hereby agrees not to sue, prosecute or otherwise make any claim against the Owner in connection with any and all actions, causes, and causes of actions, suits, claims and demands, rights, liabilities, whether in law or in equity under federal, state, or municipal law or otherwise (including without limitation, all common law claims), whether known or unknown, suspected or unsuspected, foreseen or unforeseen, actual or potential which the Authority ever had, now has or shall or may have, against Owner for any Environmental Claim.

(d) This Agreement shall not preclude any Authority Party from joining any Owner in an action or suit brought under an Applicable Law against any Authority Party in connection with any Environmental Claim.

3. Indemnification. Optionee, for itself and its successors and assigns, shall indemnify, defend and hold harmless, each of the Authority Parties from, and shall pay to Authority Parties the amount of Damages one or more Authority Parties may incur, arising directly or indirectly in whole or in part from or in connection with Optionee's failure to dispose of any Contamination existing on the date hereof at, on, in or about the Property in accordance with Applicable Laws.

4. Notice to Authority of Potential Claim. Owner shall promptly notify and provide Authority with copies of, any suit notice, claim or other correspondence from any third party with respect to any Contamination on the Property.

5. Survival. The obligations of the Parties shall survive any transfer of the Property by the Authority to any other person or entity pursuant to a foreclosure of any mortgage or deed in lieu of foreclosure or any other voluntary or involuntary transfer of the Property or ground lease to any person or entity; and shall continue thereafter.

6. Amendments, Waivers, Etc. This Agreement cannot be amended, modified, waived, changed, discharged or terminated except by an instrument in writing signed by the party against whom enforcement of such amendment, modification, waiver, change, discharge or termination is sought.

7. No Implied Waiver Cumulative Remedies. No course of dealing and no delay or failure of any Party in exercising any right, power or privilege under this Agreement or any other agreement related hereto shall affect any other or future exercise thereof or exercise of any other

right, power or privilege; nor shall any single or partial exercise of any such right, power or privilege or any abandonment or discontinuance of steps to enforce such a right, power or privilege preclude any further exercise thereof or of any other right, power or privilege. The rights and remedies of the Parties under this Agreement are cumulative and not exclusive of any rights or remedies which they would otherwise have under any other agreement related hereto, at law or in equity.

8. Notices. All notices, requests, demands, directions and other communications (collectively "notices") under the provisions of this Agreement shall be in writing unless otherwise expressly permitted hereunder and shall be sent by first-class or first-class express mail, or by fax with confirmation in writing mailed first-class, in all cases with charges prepaid, and any such properly given notice shall be effective when received. All notices shall be sent to the applicable party addressed, if to the Authority, at DL Clark Building, 503 Martindale Street, 4th Floor, Pittsburgh, PA 15212, Attention: Chairman, with a copy to: Sports & Exhibition Authority of Pittsburgh and Allegheny County, Regional Resource Center, Suite 2750, 425 6th Avenue, Pittsburgh, PA 15219, Attention: Executive Director and, if to Owner, at the address set forth above, or in accordance with the last unrevoked written direction from such party to the other parties hereto.

9. Jurisdiction. The Parties irrevocably (a) agree a suit, action or other legal proceedings arising out of this Agreement may be brought in the courts of the Commonwealth of Pennsylvania in Allegheny County, Pennsylvania or the courts of the United States for the Western District of Pennsylvania; (b) consent to the jurisdiction of each such court in any such suit, action or proceeding; (c) waive any objection which a Party may have to the laying of the venue of any such suit, action or proceeding in any of such courts; and (d) waive any right a Party may have to a jury trial in connection with any such suit, action or proceeding.

10. Severability. 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 application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the Commonwealth of Pennsylvania.

12. Successors and Assigns. This Agreement shall bind and shall inure to benefit of the Parties and the Authority Parties (including successor owners and ground lessees of the Property), and their respective personal representatives, heirs, successors and assigns. This Agreement shall run with and burden the Property.

13. Recording. Any Party may record this Agreement in the public real estate records of Allegheny County, Pennsylvania.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed under seal the day and year first above written.

NORTH SHORE DEVELOPERS, L.P., a  
Pennsylvania limited partnership

By: NShore General, LLC  
Its: General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: Home Run Development, LLC  
Its: General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STADIUM AUTHORITY OF THE CITY  
OF PITTSBURGH, a body corporate and  
politic

By: \_\_\_\_\_  
Mary K. Conturo  
Executive Director

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_ who acknowledged himself to be the \_\_\_\_\_ of NShore General, LLC, a general partner of NORTH SHORE DEVELOPERS, L.P., and that he as such, being authorized to do so, executed, the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as the President.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_ who acknowledged himself to be the \_\_\_\_\_ of Home Run Development, LLC, a general partner of NORTH SHORE DEVELOPERS, L.P., and that he as such, being authorized to do so, executed, the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as the President.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

[Signature Page to Environmental Agreement and Covenant Not to Sue]



EXHIBIT A

Legal Description of Property

## EXHIBIT B

### APPRAISER ASSUMPTIONS AND PARAMETERS

Parameters: The parameters provided to the Initial Appraiser and any other appraiser appointed pursuant to the Agreement shall be as follows:

1. The appraisal will be based on, among other things, the likely uses of the Parcels as currently anticipated by the Optionee and as contemplated in the Master Plan (such as office, retail, hotel, residential rental, residential owned or mixed use).
2. The appraisals will take into account the density of the proposed/approved development, property/use restrictions and other relevant factors.
3. Prior to the determination of the Fair Market Value of each Parcel, Optionor and Optionee will provide the appraiser with any applicable specific assumptions and parameters pertaining to each such Parcel.
4. In no event will the Fair Market Value be determined based on use of a Parcel as surface parking (other than surface parking that is ancillary to other uses of such Parcel).

Assumptions: The assumptions provided to the Initial Appraiser and any other appraiser appointed pursuant to the Agreement shall be agreed upon by Optionor and Optionee prior to submission to the Initial Appraiser (and such assumptions shall be submitted by Optionee to Optionor for review and approval, with, in the case of the appraisal of the Fifth Take Down Parcel and the Sixth Take Down Parcel, such submission occurring within three (3) business days after the Amendment Effective Date) and shall pertain to the following topics:

1. Gross Site Area
2. Usable Site Area
3. Site Plan
4. Leasing Plan
5. Floor Plans
6. Zoning: Permitted uses, restrictions & requirements
7. Master Plan: Permitted uses, restrictions & requirements
8. Project Size (Rentable Square Feet/Units/Rooms)
  - (a) Total
  - (b) By Use
9. Number of Stories



10. Parking
11. Type and Quality of Construction
12. Detailed Project Budget (to be discussed with the appraiser and the Executive Director of Optionor)
13. Pro Forma Assumptions, including projected income and expense assumptions - confidential - (to be discussed with the appraiser and the Executive Director of Optionor)
14. Rent Roll (to the extent available) (to be discussed with the appraiser and the Executive Director of Optionor)
15. Actual tenant leases, lease proposals, letters of intent or abstracts of the same to include rental rate, tenant improvement allowance, leasing commissions, lease term, termination options, expense reimbursement method and other pertinent information (to the extent available) (to be discussed with the appraiser and the Executive Director of Optionor)
16. Hotel: Franchise and type of hotel (Luxury, boutique, full-service, select service, extended stay)
17. Residential: Unit mix and type of residential (market, senior, student, affordable, rental, etc.)
18. Office: Specify Type (general, corporate HQ, back-office, R&D, single tenant, multi-tenant)
19. Retail: Specify Type (restaurant, entertainment, national, local)
20. Special design/development factors
21. Signage and naming rights

**EXHIBIT C**

**PARCEL 6 ADDITIONAL WORK SIDE LETTER**

November 11, 2011

PSSI Stadium LLC  
3400 South Water Street  
Pittsburgh, PA 15203  
Attention: Mr. Mark Hart

Re: Parcel 6 Additional Work

Dear Mr. Hart:

Reference is made to that certain Corrective Deed, dated March 23, 2010 and recorded on March 25, 2010 in the Department of Real Estate of Allegheny County, Pennsylvania at Document Number 2010-6822 and Deed Book Volume 14212, Page 263 (the "Parcel 6 Deed"), between the Stadium Authority of the City of Pittsburgh, a body corporate and politic existing under the laws of the Commonwealth of Pennsylvania ("Grantor"), and PSSI Stadium LLC (as successor-in-interest by merger to PSSI Stadium Corp.), a Pennsylvania limited liability company ("Grantee"). All defined terms in this letter agreement that are not defined herein have the meanings given to such terms in the Parcel 6 Deed.

This letter agreement sets forth certain additional agreements of Grantor and Grantee relating to the transactions contemplated by the Parcel 6 Deed.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, agree as follows:

In the event of (a) a failure by Grantee to (i) submit the Revised Plan to the Planning Commission on or before the Plan Submission Date, (ii) diligently pursue obtaining the Planning Commission's approval of the Revised Plan by the Plan Approval Deadline, or (iii) commence or cause to be commenced the Additional Work on or before August 1, 2012 or (b) an Additional Work Completion Default that remains uncured after notice as set forth in Section 2.c. of the Parcel 6 Deed (each of the deadlines set forth in clauses (a)(iii) and (b) hereof being subject at all times to Section 18 of the Sale Agreement, entitled "Force Majeure"), then all parking revenues derived from the Property, including, without limitation, the Project, from the date of such failure until substantial completion of the Additional Work shall be the property of Grantor, and Grantor shall have the right to take such actions as are necessary or appropriate to secure payment of such revenues, which remedy shall be in addition to and not in lieu of all other remedies available to Grantor (and the receipt of such revenue shall not constitute a waiver of any and all other rights and remedies available to Grantor).

Please indicate your agreement to the terms of this letter agreement by having it signed in the space provided below. This letter agreement may be signed in any number of counterparts, all of which together shall constitute a single agreement.

Very truly yours,

STADIUM AUTHORITY OF THE CITY OF  
PITTSBURGH

By: \_\_\_\_\_  
Mary K. Conturo  
Executive Director

Accepted and Agreed:

PSSI STADIUM LLC (successor by merger to PSSI Stadium Corp.)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT D-1**

**PWSA EASEMENT & CONSENT – LOT 14**

**Agreement Re:**  
**Conveyance, Easement and Maintenance of certain PWSA**  
**Improvements**

(Lot 14R of the North Shore Subdivision Plan Recorded July 30, 2003, as amended)

Made as of this \_\_\_ day of \_\_\_\_\_, 2011 between THE PITTSBURGH WATER AND SEWER AUTHORITY, a body corporate and politic organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter referred to as PWSA),

And

SPORTS & EXHIBITION AUTHORITY OF PITTSBURGH AND ALLEGHENY COUNTY, a body corporate and politic organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter referred to as SEA),

And

STADIUM AUTHORITY OF THE CITY OF PITTSBURGH, a body corporate and politic organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter referred to as SA).

WITNESSETH

WHEREAS, the PWSA and the SEA have entered into an "Agreement-North Shore Development Improvements" dated as of October 29, 1999, supplemented by a "First Supplemental Agreement" dated as of November 1, 2000 (collectively, the "Development Agreement") pursuant to which PWSA has agreed to finance certain public water and sewer improvements related to certain developments being undertaken by the SEA on its own behalf or in cooperation with the SA, all on the North Shore of the City of Pittsburgh; and.

WHEREAS, in accordance with the Development Agreement, upon completion, the public water and sewer improvements shall be conveyed to the PWSA and become part of the water and sewer system of the PWSA; and

WHEREAS, SA is the owner in fee simple of Lot 14R in the North Shore Subdivision Plan recorded in the Office of the Allegheny County Department of Real Estate in Plan Book Volume 243, Pages 22 and 23, as amended by the North Shore Subdivision Plan Revision No. 1 recorded at Plan Book Volume 245, page 163, being the same property conveyed to the SA by (a) deed dated March 1, 1968 and recorded in the Office of Allegheny County Real Estate at Deed Book 4535, page 117 and (b) deed dated March 13, 1971, and recorded in the Office of the Allegheny County Department of

Real Estate at Deed Book Volume 4946, page 384 (the "Parcel"), and the SA desires to grant to the PWSA a utility easement for the certain public 12" PVC sanitary sewer and associated manhole sewer improvements that are located on the Parcel and which is outside of the public right of way; and

WHEREAS, the SEA constructed or reconstructed certain public sewer improvements, specifically the public 12" PVC sanitary sewer line and associated manholes and facilities ("Public Sewer Improvements") at the Parcel, in accordance with the Development Agreement and in accordance with a cooperation agreement between the SEA and SA.

WHEREAS, the SA and North Shore Developers, L.P. entered into that certain Option Agreement dated September 25, 2003 (the "Option Agreement") whereby the SA granted North Shore Developers, L.P. the exclusive option to purchase and/or ground lease the Parcel.

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, and intending to be legally bound hereby, the parties agree as follows:

1. Conveyance of Public Improvements/ Acceptance of Dedication. The SEA and SA hereby assign, grant, convey and quitclaim to PWSA all of their right, title and interest in the Public Sewer Improvements.

PWSA accepts the Public Water and Sewer Improvements by execution of this Agreement. As owner of the Public Sewer Improvements, PWSA is responsible for all maintenance, inspection, operation, repair, replacement, removal and/or abandonment in place of the Public Sewer Improvements.

2. Grant of Easements/ Right of Entry. The SA does hereby irrevocably grant, sell, and convey to PWSA a non-exclusive easement upon, across, along, through and under the Parcel in the location more specifically described and depicted on Exhibit A attached hereto and made a part hereof ("PWSA Easement"), and PWSA's use of the PWSA Easement shall be solely for the location, maintenance, inspection, operation, repair, replacement, removal and/or abandonment in place (collectively, the "Use") of the Public Sewer Improvements, for so long as such Public Sewer Improvements are in Use or until such time when the Public Sewer Improvements are removed.

Together with the foregoing PWSA Easement, the SA does hereby grant and give to PWSA and its agent, contractors, servants and employees the right, license and privilege to enter upon the portion of the Parcel immediately abutting the western side PWSA Easement area but not to exceed, in any event, a strip of land fifteen feet (15') wide abutting the western side of the PWSA Easement area, with full rights of ingress, egress and regress, with all necessary and convenient personnel, materials, supplies and equipment that are necessary and convenient to the Use of the PWSA Easement.



SA shall have the continuing right to use the PWSA Easement area for all purposes not inconsistent with the rights granted to PWSA hereunder including, by way of example but not limitation, the right to use the surface of the PWSA Easement area for parking areas, drive lanes, curb cuts, sidewalks, fencing, signage and landscaping; provided, however, that no trees, buildings, structures or related facilities shall be erected on the PWSA Easement area except in accordance with an Approved Plan, as defined below. Any trees, buildings, structures or related facilities erected on the PWSA Easement area in violation of the immediately preceding sentence shall be removed by the SA promptly following written notice and demand by PWSA. SA shall have the continued right to maintain, operate, repair, replace, remove and/or abandon any existing private storm sewer that provides stormwater conveyance for the Parcel that traverses the PWSA Easement. SA shall have the continuing right to stage construction activities and conduct normal construction activities at the Parcel, including the use of the PWSA Easement area, provided such activities do not damage or compromise the Public Sewer Improvements.

SA covenants and agrees not to grant any easements, rights of way or other rights upon, across, along, through or under the PWSA Easement area inconsistent with the rights granted to PWSA hereunder except in accordance with an Approved Plan, or except for parking areas, drive lanes, curb cuts, sidewalks, fencing, signage and landscaping.

3. Future Improvements; Encroachment Conditions. PWSA acknowledges that the SA anticipates future development of a building and/or structures and site improvements on the Parcel (collectively, the "Future Improvements") and further acknowledges that the Future Improvements may share the PWSA Easement area. The SA and PWSA agree to work together on a plan (the "Approved Plan") that can accommodate the Future Improvements and maintain public sanitary sewer service across the Parcel. Consent to the Approved Plan shall not be unreasonably withheld, conditioned or delayed by any party. The Approved Plan may among other things provide for the relocation of the Public Sewer Improvements and the Easement area, subject to the provisions of the last sentence of this paragraph. The Approved Plan may include among other things constructing a building and/or structure overtop the Public Sewer Improvements provided PWSA can reasonably maintain, inspect, repair, replace and/or abandon in-place the Public Sewer Improvements during and after construction of the building and/or structure. PWSA acknowledges and agrees that SA anticipates Future Improvements as depicted on Exhibit B attached hereto and made a part hereof and acknowledges the right of SA to cause the construction of such Future Improvements in accordance with an Approved Plan. By way of example, such Future Improvements within the PWSA Easement area may include a garage ramp, retaining wall, electrical equipment and vault, trash enclosure, trees and other public and private utilities serving the Parcel. It is further acknowledged and agreed that PWSA shall not be responsible for any costs associated with (a) the preparation of the aforementioned Approved Plan and (b) the relocation of the Public Sewer Improvements to accommodate the Future Improvements, if deemed necessary.

With respect to creation of an Approved Plan, the SA shall submit plans to the PWSA for review and approval, which shall not be unreasonably withheld, delayed or conditioned, prior to the commencement of work on the Future Improvements. The PWSA shall provide comments, including objections and/or alternative proposals, to the SA within thirty (30) days of the receipt of the plans and the SA will incorporate reasonable changes to the plans as a result thereof.

PWSA's approval of the Future Improvements and the Approved Plan shall be conditioned upon the following:

(a) No portion of the Future Improvements or any future development of the property within the PWSA Easement shall be designed, constructed or installed so as to unreasonably interfere with PWSA's operation inspection, maintenance, repair, removal, replacement, and/or abandonment of the Public Sewer Improvements. PWSA acknowledges that some of the Future Improvements may be located over Public Sewer Improvements and that alternative methods may be necessary to inspect, maintain, repair, remove, replace and/or abandon the Public Sewer Improvements. The PWSA acknowledges that the Future Improvements, approved and constructed in accordance with the procedures set forth in subsections 3 (b) through 3(d) below, will not in themselves unreasonably interfere with the PWSA's inspection, maintenance, repair, removal, replacement and/or abandonment of the Public Sewer Improvements.

(b) No (i) caissons, pilings, grade beams, or other load-bearing foundations or (ii) structures of any kind whatsoever shall be installed, constructed, or permitted to remain on, in, or under the property that contact the Public Sewer Improvements or bear weight upon the Public Sewer Improvements to the extent that such weight or force may cause damage to the Public Sewer Improvements. No construction or reconstruction methods that may compromise the integrity of the Public Sewer Improvements shall be used. Construction drawings, plans, and specifications, including drawings containing plan view, profile and cross sections, showing caissons, pilings or other load-bearing foundations or structures to be constructed over or within PWSA Easement ("SA Structures") shall be delivered to PWSA prior to the construction thereof in order to confirm compliance with this Agreement. No SA Structures shall be constructed without PWSA's prior written approval, which shall not be unreasonably withheld or delayed. Within ninety (90) days of completion of construction of the SA Structures, as-built record drawings shall be submitted to PWSA for such portion of the Future Improvements.

(c) Prior to construction and again at the time of substantial completion of construction of the Future Improvements, SA, with the full cooperation of PWSA, shall cause to be prepared at its sole cost and expense (i) an inspection report of the Public Sewer Improvements, which report shall include pre-construction internal closed-circuit video inspection and accompanying log; and (ii) an inspection report of the Public Sewer Improvements, which report shall include post-construction closed-circuit video inspection and accompanying log and be delivered to PWSA with the aforementioned as-built record drawings.

(d) SA shall notify the PWSA's Department of Engineering and Construction forty-eight (48) hours in advance of the commencement of any caisson, foundation and/or piling construction for the SA Structures; said notice may be by telephone/fax to: Don R. Waldorf at (412) 255-8682 (telephone) or 393-0520 (fax). PWSA shall have the right to observe and inspect such construction at no cost to such developer or contractor. The construction of the SA Structures shall be performed expeditiously, with due care, and in a manner that minimizes vibratory loading of the Public Sewer Improvements.

(e) SA shall indemnify and hold harmless PWSA from and against any and all damages to the Public Sewer Improvements that in any way result from or arise out of or in connection with any of the Future Improvements that are or will be constructed in, on over or across the PWSA Easement.

4. Cooperation. In connection with the creation of an Approved Plan or any repair, replacement or reconstruction activities with respect to the Public Sewer Improvements, or the exercise of any other rights granted hereunder, the parties agree to act in good faith to accommodate the needs of each other party to this Agreement. Prior to performing any work on the Parcel, PWSA will confer with the SA in an effort to minimize any damage to its real property (including Future Improvements and SA Structures) and operations thereon.

5. Notice of Access. Except in case of emergency, PWSA shall provide the SA with at least Seventy-Two (72) hours prior notice of its intention to access the PWSA Easement and obtain prior consent of the SA, such consent shall not be unreasonably withheld. If the Public Sewer Improvements shall require repairs, replacement or removal, the PWSA shall cause the same to be made as expeditiously and as efficiently possible as is consistent with efforts to preserve and minimize any damage to the real property, the Future Improvements, SA Structures, and any operations thereon. PWSA acknowledges that alternative repair methods, such as in-situ construction techniques, may be necessary to minimize damage.

6. Restoration. Following any work on the Parcel by or on behalf of PWSA, PWSA will promptly restore the ground surface, including parking areas, drive lanes, curb cuts, sidewalks, fencing, signage, and landscaping that existed at the date of the Agreement, at PWSA's expense, to substantially the same condition it was in prior to the performance of the work. Any necessary repair, replacement, or removal of the Future Improvements erected in the PWSA Easement area pursuant to an Approved Plan or in violation of this Agreement, shall be performed by the SA at its expense or, if mutually agreed upon in writing, by the PWSA and reimbursed by the SA as Excess Repair Costs as described below.

7. Repair of Public Sewer Improvements. The SA shall reimburse the PWSA for the portion of the reasonable cost of any such repairs, replacement or reconstruction which is equal to the amount, if any, which is in excess of the cost which would have been incurred by the PWSA had the building, structure or related facilities

not been erected in the PWSA Easement area in accordance with an Approved Plan or in violation of this Agreement (the "Excess Repair Cost").

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

If, during the prosecution of any repair, replacement, or reconstruction work, it is necessary and reasonable to change the plans and/or specification therefor and such change would have the effect of increasing the amount of the Excess Repair Cost, the PWSA shall prepare and submit to the SA a detailed revised analysis. Within ten (10) days of receipt of the revised analysis, the SA shall provide comments thereto, including objections and alternative proposals, to the PWSA, and the PWSA will incorporate reasonable changes to the analysis and the plans as a result thereof. Such work shall be performed by a general contractor under a guaranteed maximum price contract.

Following completion of all such repair, replacement, or reconstruction work, the PWSA shall submit a final determination of the total reasonable cost thereof and a proposed determination of the Excess Repair Cost, if any, which determination shall be made in a manner which is consistent with the PWSA's original analysis (as modified by any revised analysis). The SA shall pay the PWSA the amount of Excess Repair Cost within thirty (30) days after the final determination thereof. If, after the PWSA has considered the SA's comments, the SA continues to disagree with the PWSA's proposed determination of Excess Repair Cost, the issue thereof shall be submitted to a third party professional engineer registered in the Commonwealth of Pennsylvania and/or and experienced construction cost estimator or construction manager (the "Cost Consultant"). The engineer or Cost Consultant shall be selected and approved in writing by both the PWSA and the SA, and the PWSA and the SA shall be equally responsible for the costs of the engineer or Cost Consultant. The engineer or Cost Consultant shall determine the Excess Repair Cost.

8. Notices. Any communication from one party to another pursuant to this Agreement shall be in writing, addressed a follows:

In the case of PWSA:

Executive Director  
Pittsburgh Water and Sewer Authority  
1200 Penn Avenue  
Pittsburgh, PA 15222

In the case of SEA:

Executive Director  
Sports & Exhibition Authority of Pittsburgh and Allegheny County  
425 Sixth Avenue  
Suite 2750  
Pittsburgh, PA 15219

In the case of SA:

Executive Director  
SA of the City of Pittsburgh  
425 Sixth Avenue  
Suite 2750  
Pittsburgh, PA 15219

*with a copy to:*

Executive Director  
Sports & Exhibition Authority of Pittsburgh and Allegheny County  
425 Sixth Avenue  
Suite 2750  
Pittsburgh, PA 15219

9. Covenants to Run with Land. All of the limitations, covenants, conditions, easements, restrictions and rights contained herein shall attach to and run with the land, and shall benefit or be binding upon the SA and the PWSA and their respective successors and assigns. The personal responsibility of the SA as to obligations under this Agreement which may accrue in the future shall terminate upon conveyance by the SA of the Parcel. Any party acquiring an interest in the Parcel shall thereafter assume all responsibility for all obligations of the SA accruing under this Agreement from and after the date of the conveyance.

10. Miscellaneous. Any modification of the terms of the Agreement must be in writing signed by all parties.

In the event any provision, section, sentence, clause or part of this Agreement is determined by a court of competent jurisdiction to be invalid and unenforceable, such determination shall not affect the validity or effect the remaining provisions thereof.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

This Agreement is entered into by PWSA pursuant to Resolution No. \_\_ of 20 \_\_ adopted at a regular meeting of its board held on \_\_\_\_\_, 20\_\_. This Agreement is entered into by the SEA pursuant to Resolution No. \_\_ of 20\_\_ adopted at a regular meeting of its board held on \_\_\_\_\_. This Agreement is entered into by the SA pursuant to Resolution No. \_\_ of 20\_\_ adopted at a regular meeting of its board held on \_\_\_\_\_.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

The preambles and the exhibits and hereto are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Pittsburgh Water and Sewer Authority

Witness/Attest: \_\_\_\_\_

By: \_\_\_\_\_  
Title:

Approved as to form:

\_\_\_\_\_  
Solicitor

Sports & Exhibition Authority of Pittsburgh and Allegheny County

Witness/Attest: \_\_\_\_\_

By: \_\_\_\_\_  
Title:

Stadium Authority of the City of Pittsburgh

Witness/Attest: \_\_\_\_\_

By \_\_\_\_\_  
Title:





COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )

On this \_\_\_\_ day of \_\_\_\_\_ 2011, before me, a Notary Public, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged \_\_\_self to be the \_\_\_\_\_ of the \_\_\_\_\_ Pittsburgh Water and Sewer Authority, a public authority of the Commonwealth of Pennsylvania, and that \_\_he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Authority by \_\_\_self as such officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
Notary Public

My commission expires:

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )

On this \_\_\_\_ day of \_\_\_\_\_, 2011, before me, a Notary Public, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged \_\_\_\_ self to be the \_\_\_\_\_ of the \_\_\_\_\_ Sports and Exhibition Authority, a public authority of the Commonwealth of Pennsylvania, and that \_\_he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Authority by \_\_\_\_ self as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
Notary Public

My commission expires:

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )

On this \_\_\_\_ day of \_\_\_\_\_, 2011, before me, a Notary Public, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged \_\_\_\_self to be the \_\_\_\_\_ of the \_\_\_\_\_ Stadium Authority of the City of Pittsburgh, a public authority of the Commonwealth of Pennsylvania, and that \_\_he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Authority by \_\_\_\_self as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal the day and year first above written.

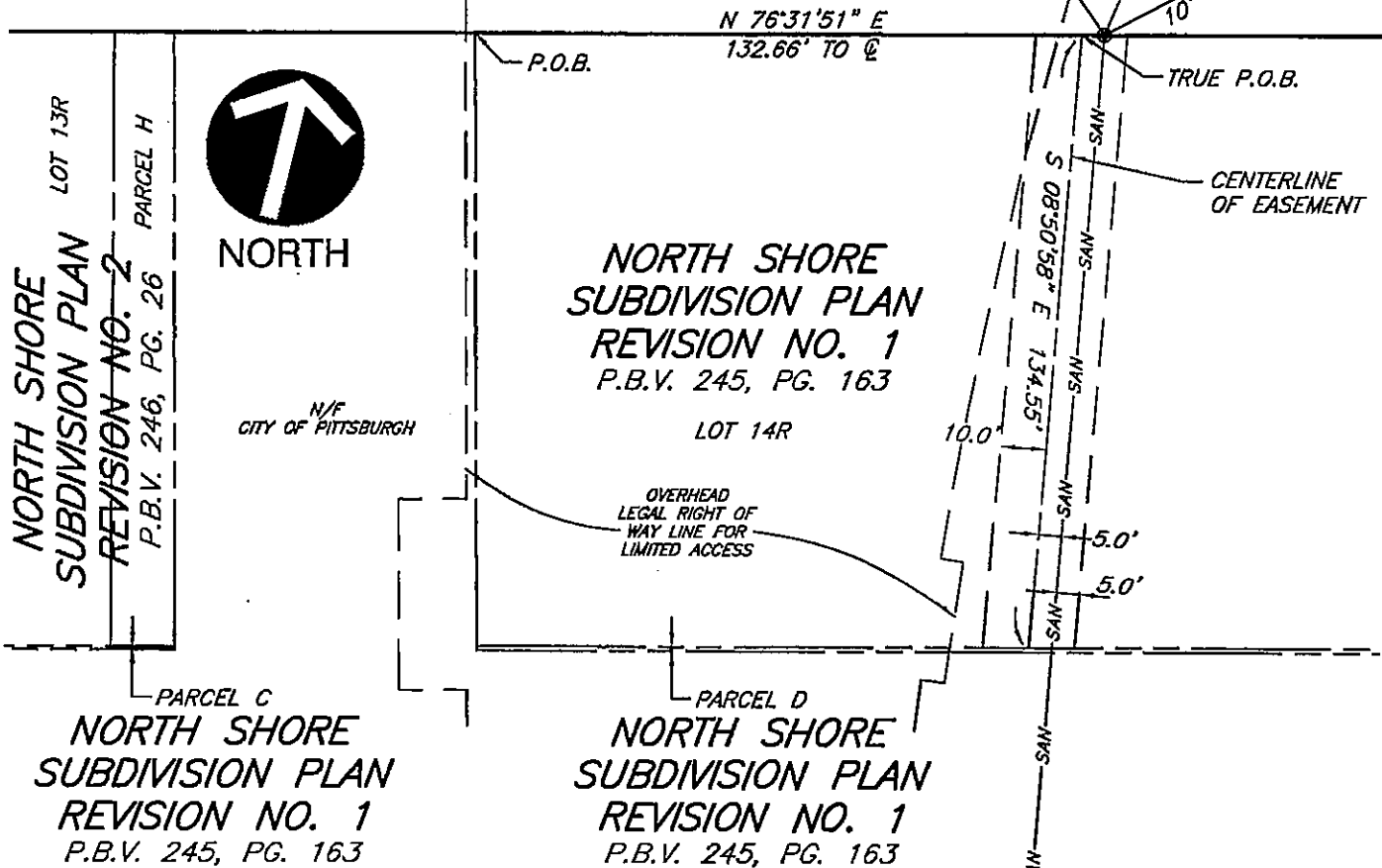
\_\_\_\_\_  
Notary Public

My commission expires:

# **Exhibit A**

## **DESCRIPTION OF EASEMENT AREA**

# NORTH SHORE DRIVE 70'

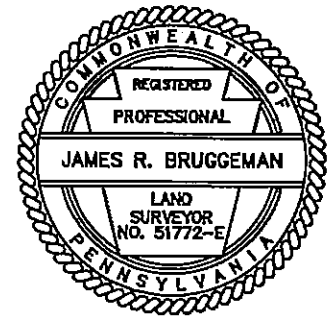


## 20' SANITARY SEWER EASEMENT DESCRIPTION

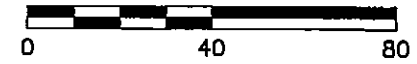
All that certain 20' Sanitary Sewer Easement situate in the 22nd Ward, City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania, more particularly bounded and described as follows:

Beginning at a point on the southerly right of way line of North Shore Drive, 70' wide, at the dividing line of Lot 14R of the North Shore Subdivision Plan Revision No. 1, recorded in Plan Book Volume 245, Page 163 and properly now or formerly City of Pittsburgh; thence along the southerly right of way line of North Shore Drive, 70' wide, North 76°31'51" East, 132.66' to a point on the centerline of a 20' Sanitary Sewer Easement, being the true point of beginning; thence through Lot 14R of the North Shore Subdivision Plan Revision No. 1 and along the centerline of a 20' Sanitary Sewer Easement, South 08°50'58" East, 134.55' to a point at the dividing line of Lot 14R and Parcel D of the North Shore Subdivision Plan Revision No. 1.

**JAMES R. BRUGGEMAN**  
 PROFESSIONAL LAND SURVEYOR  
 REG. NO. SU-051772-E



SCALE IN FEET



REVISED 6/13/2011  
 REVISED 3/9/2010



**Civil & Environmental Consultants, Inc.**

333 Baldwin Road - Pittsburgh, PA 15205-9072  
 412-429-2324 · 800-365-2324  
 www.cecinc.com

SPORTS & EXHIBITION AUTHORITY  
 22ND WARD, CITY OF PITTSBURGH  
 ALLEGHENY COUNTY, PENNSYLVANIA

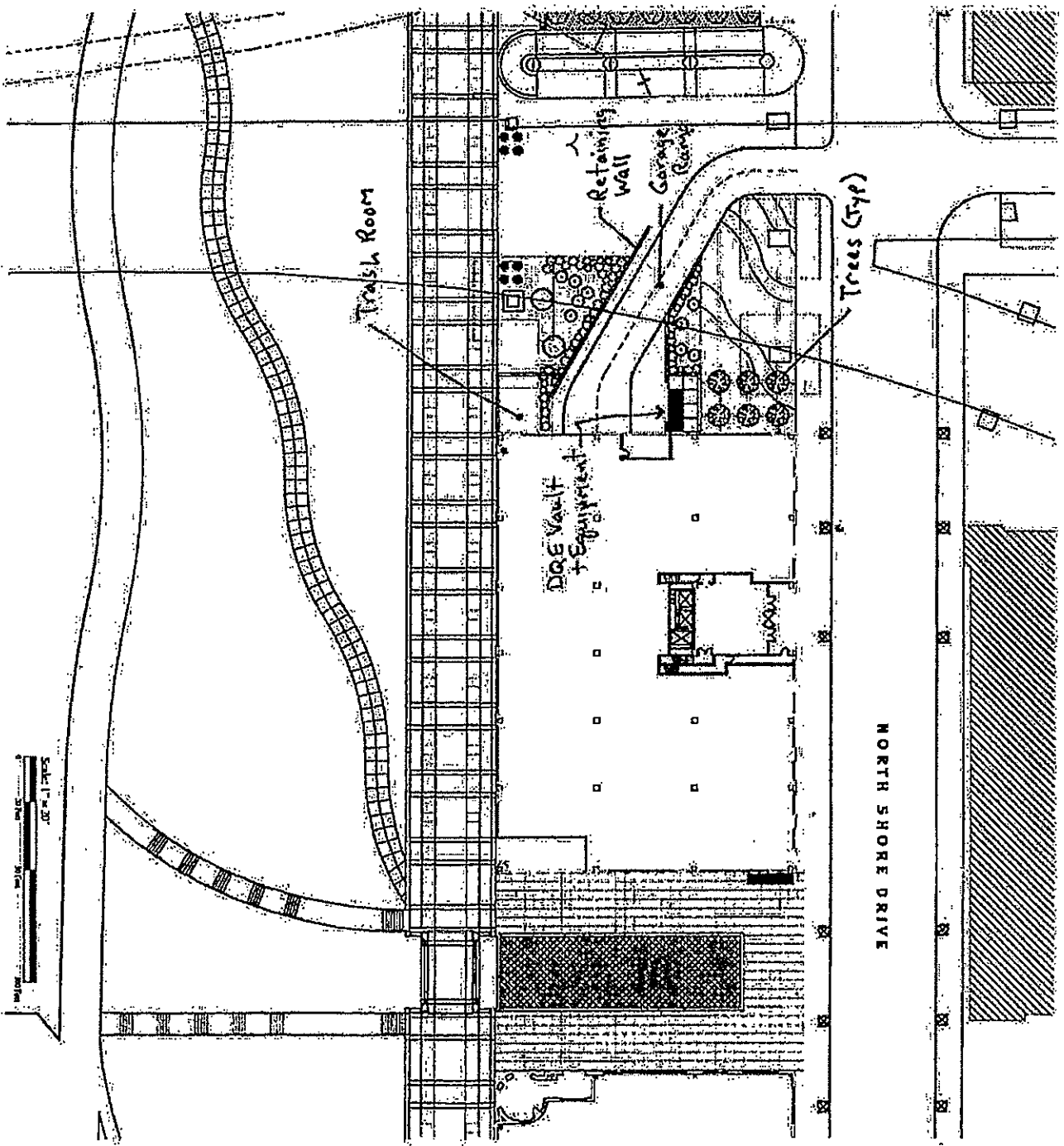
**20' SANITARY SEWER EASEMENT**

DRAWN BY:	CMM	CHECKED BY:	EDB	APPROVED BY:	JRB	EXHIBIT:	A
DATE:	12/17/2008	DWG SCALE:	1"=40'	PROJECT NO:	082-504		

S:\PROJECTS\2008\082-504-SEA\EXHIBITS\082-504-LOT 14R EXHIBIT A.DWG\EXHIBIT A (CMCCANN) - JUN 13, 2011 - 8:29:34

# **Exhibit B**

## **DESCRIPTION OF FUTURE IMPROVEMENTS**



Scale 1" = 30'  
 0 10 20 30 Feet

NORTH SHORE DRIVE

A.01

Site Plan

01/20/05

General Footing

01/07

Site 14



**EXHIBIT D-2**

**PWSA EASEMENT & CONSENT – LOT 4**



**Agreement Re:**  
**Conveyance, Easement and Maintenance of certain PWSA**  
**Improvements**

(HOV Lane Modification affecting Lots 3 and 4 of the North Shore Subdivision Plan  
Recorded July 30, 2003, as amended)

Made as of this 10<sup>th</sup> day of Nov., 2011 between THE PITTSBURGH WATER AND SEWER AUTHORITY, a body corporate and politic organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter referred to as "PWSA"),

And

STADIUM AUTHORITY OF THE CITY OF PITTSBURGH, a body corporate and politic organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter referred to as "SA"),

And

PORT AUTHORITY OF ALLEGHENY COUNTY, a body corporate and politic organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter referred to as "PAAC")

WITNESSETH

WHEREAS, PAAC, SA and the Sports & Exhibition Authority of Pittsburgh and Allegheny County entered into an Agreement of Cooperation on December 21, 2006 in regard to the construction of an extension to PAAC's light rail system for a project known as the North Shore Connector Project (the "Project"). The Project included construction of transportation infrastructure across Lot 3 and Lot 4 ("the Parcels") in the North Shore Subdivision Plan recorded in the Office of the Allegheny County Department of Real Estate in Plan Book Volume 243, Pages 22 and 23, as amended;

WHEREAS, in connection with the construction of the infrastructure, SA and PAAC cooperated to widen the HOV lane connecting Reedsdale Street to Interstate 279 and, in cooperation with PWSA, to relocate a certain 24-inch storm sewer line and associated manholes and facilities ("Public Sewer Improvements") situate in the Parcels;

WHEREAS, SA is the owner in fee simple of the Parcels which were conveyed to the SA by (a) deed dated March 1, 1968 and recorded in the Office of Allegheny County Real Estate at Deed Book 4535, page 117 and (b) deed dated March 13, 1971, and

recorded in the Office of the Allegheny County Department of Real Estate at Deed Book Volume 4946, page 384;

WHEREAS, Lot 4 of the North Shore Subdivisions Plan is subject to that certain Option Agreement dated September 25, 2003 (the "**Option Agreement**") whereby the SA granted North Shore Developers, L.P., a Pennsylvania limited partnership, the exclusive option to purchase and/or ground lease such Parcels;

WHEREAS, PAAC and SA desire to convey to PWSA the Public Sewer Improvements and PWSA desires that the Public Sewer Improvements become part of the water and sewer system of the PWSA; and

WHEREAS, SA desires to grant to the PWSA a utility easement for the Public Sewer Improvements that are located on the Parcels and which are outside of the public right of way; and

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, and intending to be legally bound hereby, the parties agree as follows:

1. Conveyance of Public Improvements/ Acceptance of Dedication. The PAAC and SA hereby assign, grant, convey and quitclaim to PWSA all of their right, title and interest in the Public Sewer Improvements.

The parties understand and agree that the PWSA's obligation to accept the dedication to public use of the Public Sewer Improvements is conditioned upon the delivery to the PWSA of record drawings, reasonably acceptable to the PWSA, of the Public Sewer Improvements. Upon the delivery of satisfactory record drawings, the PWSA will notify the SA and the PAAC in writing of its acceptance of the Public Sewer Improvements, which shall be effective as of the date of the writing. Upon its acceptance of the Public Sewer Improvements, the PWSA will be responsible for all maintenance, inspection, operation, repair, replacement, removal and/or abandonment in place of the Public Sewer Improvements.

2. Grant of Easements/ Right of Entry. The SA does hereby irrevocably grant, sell, and convey to PWSA a non-exclusive easement upon, across, along, through and under the Parcels in the location more specifically described and depicted on Exhibit A attached hereto and made a part hereof ("**PWSA Easement**") to be used solely for the location, maintenance, inspection, operation, repair, replacement, removal and/or abandonment in place (collectively, the "**Use**") of the Public Sewer Improvements, for so long as such Public Sewer Improvements are in Use or until such time when the Public Sewer Improvements are removed by PWSA.

Together with the foregoing PWSA Easement, the SA does hereby grant and give to PWSA and its agent, contractors, servants and employees the right, license and privilege to enter upon the portion of the Parcels immediately abutting the southern side

of the PWSA Easement area but not to exceed, in any event, a strip of land fifteen feet (15') wide abutting the southern side of the PWSA Easement area, with full rights of ingress, egress and regress, with all necessary and convenient personnel, materials, supplies and equipment that are necessary and convenient to the Use of the PWSA Easement.

SA shall have the continuing right to use the PWSA Easement area for all purposes not inconsistent with the rights granted to PWSA hereunder including, by way of example but not limitation, the right to use the surface of the PWSA Easement area for parking areas, drive lanes, curb cuts, sidewalks, fencing, signage and landscaping; provided, however, that no trees, buildings, structures or related facilities shall be erected on the PWSA Easement area without the PWSA's written consent.

3. Notice of Access. Except in case of emergency, PWSA shall provide the SA and the North Shore Developers, L.P. with at least Forty Eight (48) hours prior notice of its intention to access the PWSA Easement and obtain prior consent of the SA, such consent shall not be unreasonably withheld. If the Public Sewer Improvements shall require repairs, replacement or removal, the PWSA shall cause the same to be made as expeditiously and as efficiently possible as is consistent with efforts to minimize any damage to the real property, the improvements and operations thereon.

4. Restoration. Following any work on the Parcels by or on behalf of PWSA, PWSA will promptly restore the ground surface, including pavement, parking areas, drive lanes, curb cuts, sidewalks, fencing, signage and any shrubs or grasses, at PWSA's expense, to substantially the same condition it was in prior to the performance of the work.

5. Notices. Any communication from one party to another pursuant to this Agreement shall be in writing, addressed as follows:

In the case of PWSA:

Executive Director  
Pittsburgh Water and Sewer Authority  
1200 Penn Avenue  
Pittsburgh, PA 15222

In the case of SA:  
Executive Director  
SA of the City of Pittsburgh  
425 Sixth Avenue  
Suite 2750  
Pittsburgh, PA 15219

*with a copy to:*

Executive Director  
Sports & Exhibition Authority of Pittsburgh and Allegheny County

425 Sixth Avenue  
Suite 2750  
Pittsburgh, PA 15219

In the case of North Shore Developers, L.P.:

General Partner  
North Shore Developers, L.P.  
3400 S. Water Street  
Pittsburgh, Pennsylvania 15203

6. Covenants to Run with Land. All of the limitations, covenants, conditions, easements, restrictions and rights contained herein shall attach to and run with the land, and shall benefit or be binding upon the SA and the PWSA and their respective successors and assigns. The personal responsibility of the SA as to obligations under this Agreement which may accrue in the future shall terminate upon conveyance by the SA of the Parcels. Any party acquiring an interest in the Parcels shall thereafter assume all responsibility for all obligations of the SA accruing under this Agreement from and after the date of the conveyance.

7. Miscellaneous. Any modification of the terms of the Agreement must be in writing signed by all parties.

In the event any provision, section, sentence, clause or part of this Agreement is determined by a court of competent jurisdiction to be invalid and unenforceable, such determination shall not affect the validity or effect the remaining provisions thereof.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

The preambles and the exhibits and hereto are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

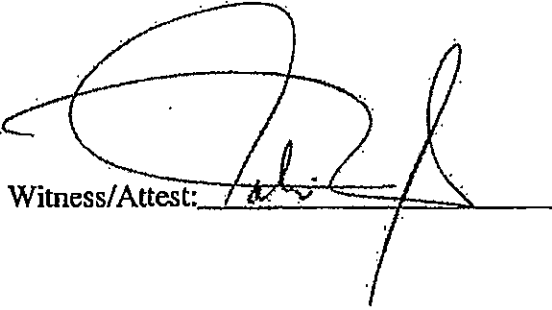
Pittsburgh Water and Sewer Authority

Witness/Attest: \_\_\_\_\_

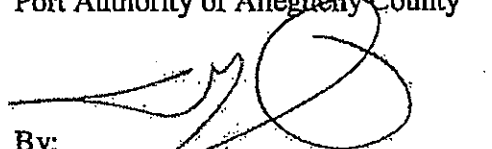
By: \_\_\_\_\_  
Title:

Approved as to form:

\_\_\_\_\_  
Solicitor

Witness/Attest:  \_\_\_\_\_

Port Authority of Allegheny County

  
By: \_\_\_\_\_  
Title: GENERAL COUNSEL

Stadium Authority of the City of Pittsburgh

Witness/Attest: \_\_\_\_\_

By: \_\_\_\_\_  
Title:



COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF ALLEGHENY ) SS:

On this \_\_\_\_ day of \_\_\_\_\_ 2011, before me, a Notary Public, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged \_\_\_\_self to be the \_\_\_\_\_ of the \_\_\_\_\_ Pittsburgh Water and Sewer Authority, a public authority of the Commonwealth of Pennsylvania, and that \_\_\_he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Authority by \_\_\_\_self as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
Notary Public

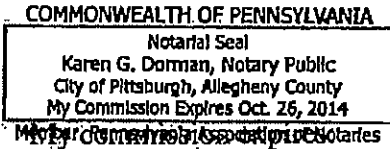
My commission expires:

COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF ALLEGHENY )

SS:

On this 10<sup>TH</sup> day of Nov., 2011, before me, a Notary Public, the undersigned officer, personally appeared Michael J. SETA, who acknowledged himself to be the GENERAL COUNSEL of the Port Authority of Allegheny County, a public authority of the Commonwealth of Pennsylvania, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Authority by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal the day and year first above written.



Karen G. Dorman  
Notary Public



COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF ALLEGHENY )

SS:

On this \_\_\_\_ day of \_\_\_\_\_, 2011, before me, a Notary Public, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged \_\_\_\_self to be the \_\_\_\_\_ of the \_\_\_\_\_ Stadium Authority of the City of Pittsburgh, a public authority of the Commonwealth of Pennsylvania, and that \_\_he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Authority by \_\_\_\_self as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
Notary Public

My commission expires:

# **Exhibit A**

## **DESCRIPTION OF EASEMENT AREA**

C:\Users\jgibson\OneDrive\Documents\Projects\10-1300-0169\10-1300-0169-Sub-A\10-1300-0169-Sub-A.dwg, 9/12/11 2:12:45 PM

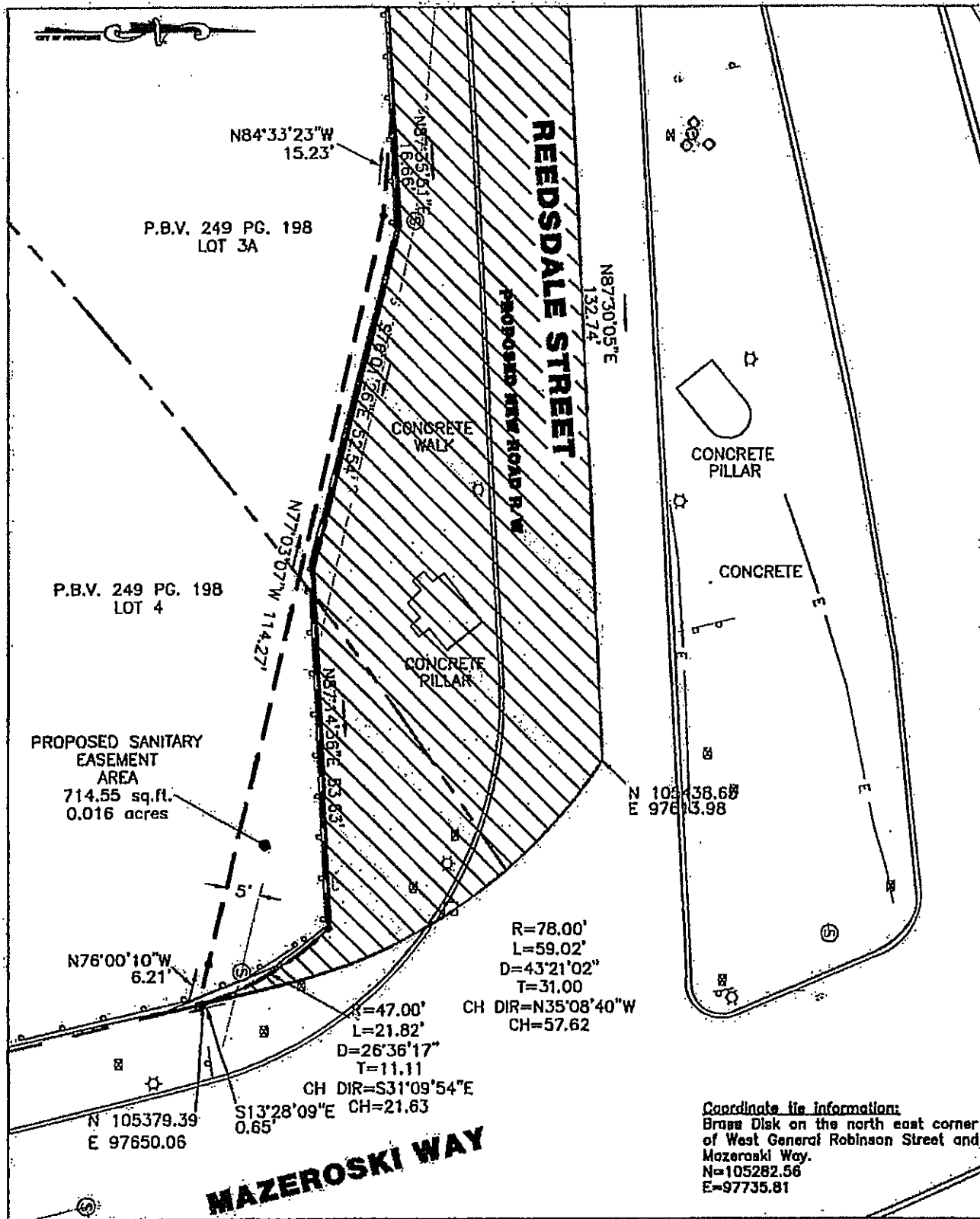


EXHIBIT A

**L.R. Kimball**  
ARCHITECTURE • ENGINEERING • COMMUNICATIONS TECHNOLOGY

A CDI Company

**PROPOSED SANITARY SEWER EASEMENT**

22ND WARD, CITY OF PITTSBURGH, PA  
ALLEGHENY COUNTY

**THE PROPOSED SANITARY SEWER EASEMENT  
TO  
SPORTS AND EXHIBITION AUTHORITY  
TO  
PITTSBURGH SEWER AND WATER AUTHORITY**

Scale	Date	Project Number	Drawn By	Credited By	Sheet Number
1"=20'	9/12/11	10-1300-0169	MPC	MJC	1 OF 1

**EXHIBIT E**

**LOT 15 EASEMENT SIDE LETTER**



CONTINENTAL REAL ESTATE COMPANIES

November 11, 2011

Rosemary Carroll  
Special Legal Counsel  
Sports & Exhibition Authority  
425 Sixth Avenue, Suite 2750  
Pittsburgh, PA 15219

Re: Lot 15 Easement Agreement

Dear Rosemary:

The owner of the Equitable Building (Continental/North Shore I. L.P.) hereby agrees that, on or before the sixtieth (60th) day following receipt of a draft easement agreement from the Pittsburgh Water and Sewer Authority (the "PWSA"), it will enter into an easement agreement (the "Lot 15 Easement Agreement") with the PWSA that encumbers Lot 15 in the North Shore Subdivision Plan recorded on July 30, 2003, in the Department of Real Estate of Allegheny County in Plan Book Volume 243, Page 22; provided, that commercially reasonable terms respecting the Lot 15 Easement Agreement can be negotiated by the parties. Those terms will take into account the location of the PWSA facilities in proximity to the building situated on Lot 15 and the proximity to other improvements and utilities that need to be maintained and protected and respect that PWSA is a public utility provider.

Sincerely,

Barry Ford  
President of Development

November 11, 2011

PSSI Stadium LLC  
3400 South Water Street  
Pittsburgh, PA 15203  
Attention: Mr. Mark Hart

Re: Parcel 6 Additional Work

Dear Mr. Hart:

Reference is made to that certain Corrective Deed, dated March 23, 2010 and recorded on March 25, 2010 in the Department of Real Estate of Allegheny County, Pennsylvania at Document Number 2010-6822 and Deed Book Volume 14212, Page 263 (the "Parcel 6 Deed"), between the Stadium Authority of the City of Pittsburgh, a body corporate and politic existing under the laws of the Commonwealth of Pennsylvania ("Grantor"), and PSSI Stadium LLC (as successor-in-interest by merger to PSSI Stadium Corp.), a Pennsylvania limited liability company ("Grantee"). All defined terms in this letter agreement that are not defined herein have the meanings given to such terms in the Parcel 6 Deed.

This letter agreement sets forth certain additional agreements of Grantor and Grantee relating to the transactions contemplated by the Parcel 6 Deed.


For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, agree as follows:

In the event of (a) a failure by Grantee to (i) submit the Revised Plan to the Planning Commission on or before the Plan Submission Date, (ii) diligently pursue obtaining the Planning Commission's approval of the Revised Plan by the Plan Approval Deadline, or (iii) commence or cause to be commenced the Additional Work on or before August 1, 2012 or (b) an Additional Work Completion Default that remains uncured after notice as set forth in Section 2.c. of the Parcel 6 Deed (each of the deadlines set forth in clauses (a)(iii) and (b) hereof being subject at all times to Section 18 of the Sale Agreement, entitled "Force Majeure"), then all parking revenues derived from the Property, including, without limitation, the Project, from the date of such failure until substantial completion of the Additional Work shall be the property of Grantor, and Grantor shall have the right to take such actions as are necessary or appropriate to secure payment of such revenues, which remedy shall be in addition to and not in lieu of all other remedies available to Grantor (and the receipt of such revenue shall not constitute a waiver of any and all other rights and remedies available to Grantor).

Please indicate your agreement to the terms of this letter agreement by having it signed in the space provided below. This letter agreement may be signed in any number of counterparts, all of which together shall constitute a single agreement.

Very truly yours,

STADIUM AUTHORITY OF THE CITY OF  
PITTSBURGH

By:   
Mary K. Conturo  
Executive Director

Accepted and Agreed:

PSSI STADIUM LLC (successor by merger to PSSI Stadium Corp.)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



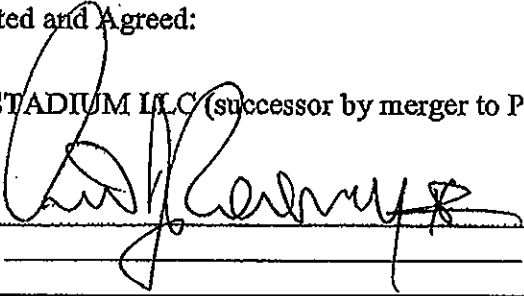
Very truly yours,

STADIUM AUTHORITY OF THE CITY OF  
PITTSBURGH

By: \_\_\_\_\_  
Mary K. Conturo  
Executive Director

Accepted and Agreed:

PSSI STADIUM LLC (successor by merger to PSSI Stadium Corp.)

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_