



60 2004 00042895

Allegheny County
Valerie McDonald Roberts
Recorder of Deeds
Pittsburgh, PA 15219

Instrument Number: 2004-42895

Recorded On: December 13, 2004 As-Deed

Parties: TRIZECHAHN GATEWAY L L C

To HERTZ GATEWAY CENTER L P

of Pages: 15

Comment:

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

Deed		65.00
	Pages > 4	10
	Names > 4	0
Total:		65.00

Realty Transfer Stamp

Affidavit Attached-No	Stamp Num-T206578
PITTSBURGH	
Ward-2-Dwntwn Pitts-Part of Lower Hill	
Blk/Lot-1C167-01	Value 55,000,000.00
Commonwealth of Pennsylvania	550,000.00
Munic-Pittsburgh City of	825,000.00
School District-Pittsburgh	550,000.00
	1,925,000.00

Deed Registry Stamp

OFFICE OF PROPERTY ASSESSMENTS	-	BLOCK AND LOT NUMBER
<i>Samuel Z. Wilson</i>		
Date: / / - Int. By:		1-C-167 TB 01
12-17-2004	KS	
		1-c-190
		1-c-167 tb 02
		1-c-200

I hereby certify that the within and foregoing was recorded in the Recorder's Office in Allegheny County, PA

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File Information:

Record and Return To:

Document Number: 2004-42895
 Receipt Number: 352642
 Recorded Date/Time: December 13, 2004 03:04P
 Book-Vol/Pg: BK-DE VL-12288 PG-157
 User / Station: M Ward - Cash Super 12

STEWART SERVICE CENTER
 WILL CALL
 PITTSBURGH PA 15219



Valerie McDonald Roberts
 Valerie McDonald-Roberts Recorder of Deeds

IN WITNESS WHEREOF, this Special Warranty Deed has been executed by Grantor to be effective as of the 8th day of December, 2004.

NOTICE, THIS SPECIAL WARRANTY DEED MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND, THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS SPECIAL WARRANTY DEED. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.)

GRANTOR:

TRIZECHAHN GATEWAY LLC, a
Delaware limited liability company

By: 

Name: Evan M. Boris

Title: Vice President

Attest: 

Name: Ted R. Jadwin

Title: Secretary

NOTICE, THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS SPECIAL WARRANTY DEED, IS FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. (This notice is inserted herein to comply with the bituminous mine subsidence and land conservation act of 1966, as amended 1980, Oct. 10, P.L. 874, No. 156 §1.)

The undersigned Grantee hereby evidences its acceptance of this Special Warranty Deed.

GRANTEE:

HERTZ GATEWAY CENTER, L.P.,
a Delaware limited partnership

By: Hertz Gateway Manager, LLC
a Delaware limited liability company
its General Partner


By: _____
Name: Philip R. Graf
Title: Manager


By: _____
Name: Mark R. Minsky
Title: Manager

STATE OF ILLINOIS)
)
COUNTY OF COOK)

On the 9th day of December, 2004, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Evan M. Boris, who acknowledged himself to be the Vice President of TrizecHahn Gateway LLC, a Delaware limited liability company, and that he being authorized to do so executed the foregoing instrument on behalf of such limited liability company for the purposes therein contained and desired that it may be recorded.

WITNESS my hand and seal the day and year aforesaid.

Christine Zaworski
Notary Public

My Commission Expires: 10-8-2008



Exhibit "A" to Special Warranty Deed

Legal Description of the Land

FIRST DESCRIBED:

ALL that certain lot situated in the 2nd Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being Lot No. 1 in the Gateway Plan of Lots No. 2, of record in the Recorder's Office of Allegheny County, Pennsylvania in Plan Book Volume 110, pages 94 to 96.

BEING designated as Block 1-C, Lot 167-01 and Block 1-C, Lot 190 in the Deed Registry Office of Allegheny County, Pennsylvania.

TOGETHER with the Landlord's reversionary interest in all improvements located on that portion of this First Described Parcel which is the subject of that certain Agreement of Lease, as supplemented, amended and described in Schedule B No. 12 above and together with all rights reserved to Landlord in said Agreement of Lease.

SECOND DESCRIBED:

Easement and rights for underground loading dock and underground loading dock area and appurtenant facilities as reserved in that certain deed from The Equitable Life Assurance Society of The United States to Three Rivers Capital, Inc., dated June 19, 1979 and recorded in Deed Book Volume 6123, page 172, in and to the following described area:

BEGINNING at the southeasterly corner of Lot No. 3 in said Plan, said point being on the dividing line between Lots Nos. 1 and 3 in said Plan; thence along said dividing line South 71 degrees 05' 15" West a distance of 76.61 feet to a point on the dividing line between Lots Nos. 1 and 3 in said Plan; thence through Lot No. 3 in said Plan North 18 degrees 50' 00" West a distance of 37.97 feet to a point in Lot No. 3; thence through Lot No. 3 in said Plan North 71 degrees 05' 15" East a distance of 51.10 feet to a point; thence continuing through Lot No. 3 North 64 degrees 47' 15" East a distance of 25.92 feet to a point on the dividing line between Lots Nos. 1 and 3 in said Plan; thence South 18 degrees 08' 00" East a distance of 22.82 feet to a point on said dividing line; thence continuing along said dividing line South 18 degrees 54' 45" East a distance of 18.00 feet to the point at the place of beginning.

THIRD DESCRIBED:

Easement, right and privilege for landscaping, construction, maintenance, inspection, repair, replacement and operation of a parking garage and improvements incidental thereto, and other purposes, in and to Lot No. 3 in the Gateway Plan of Lots No. 2, of record in the Recorder's Office of Allegheny County in Plan Book Volume 110, pages 94 to 96, as reserved in that certain deed from The Equitable Life Assurance Society of The United States to Three Rivers Capital, Inc., dated June 19, 1979 and recorded in Deed Book Volume 6123, page 172.

FOURTH DESCRIBED:

An easement reserved in that certain deed from The Equitable Life Insurance Society of The United States to Gateway Capital, Inc., et al. dated June 19, 1979 and recorded in Deed Book Volume 6123, page 181, for the construction, maintenance, inspection, repair and replacement of a garage building on Lot No. 3 in said Gateway Plan of Lots No. 2 over the following portion of Lot No. 2 in said Plan:

BEGINNING at a point on the easterly side of Commonwealth Place, at the dividing line between Lots Nos. 2 and 3 in said Plan; thence along the easterly side of Commonwealth Place North 18 degrees 54' 45" West a distance of 42 feet, more or less, to a point on the facing of the exterior wall of the 26-story building known as "Gateway Towers"; thence North 71 degrees 05' 15" East along said facing of the exterior wall a distance of 256.74 feet, more or less, to a point on the line dividing Lots Nos. 1 and 2 in said Plan; thence South 18 degrees 54' 45" East a distance of 42 feet, more or less, to the southeasterly corner of Lot No. 2 in said Plan; thence along the dividing line between Lots Nos. 2 and 3 in said Plan South 71 degrees 05' 15" West a distance of 256.74 feet to the point at the place of beginning.

FIFTH DESCRIBED:

ALL that certain lot situate in the 1st Ward, City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being Lot No. 1 in the Gateway Plan of Lots No. 1, of record in the Recorder's Office of Allegheny County, Pennsylvania in Plan Book Volume 105, pages 116 and 117.

EXCEPTING therefrom and thereout the following described property which was conveyed by The Equitable Life Assurance Society of the United States and Allianz Real Estate Corporation to the Port Authority of Allegheny County by deed dated March 10, 1982 and recorded in Deed Book Volume 6495, page 289:

SUB-PARCEL A. ALL that parcel of land situate in Gateway Center in the First Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point at the intersection of the Northerly line of the Boulevard of the Allies (80.09 feet wide) and the Westerly line of Stanwix Street (80.08 feet wide), said point also being the Southwesterly corner of land now or formerly of the Bell Telephone Company of Pennsylvania; thence along the Westerly line of Stanwix Street North 27 degrees 14' 15" East, a distance of 229.46 feet to a point on the dividing line between Lot No. 1 in the Gateway Plan of Lots No. 1 as recorded in the Recorder's Office of Allegheny County in Plan Book Volume 105, pages 116 and 117, and land now or formerly of the Bell Telephone Company of Pennsylvania; thence along the Westerly line of Stanwix Street, North 27 degrees 14' 15" East, a distance of 322.18 feet to a point of curve (said point being tangent to the preceding course); thence continuing along the Westerly line of Stanwix Street by the arc of a circle curving to the left (having a radius of 35.00 feet, a chord bearing of North 15 degrees 12' 23" East, and a chord length of 14.59 feet) for an arc distance of 14.70 feet to a point on a curve on the Westerly line of Stanwix Street, at the true place of beginning; thence through Lot No. 1 in said Gateway Plan of

Lots, by a non-radial, non-tangent line North 69 degrees 03' 23" West, a distance of 44.56 feet to a point; thence continuing through the same North 18 degrees 59' 30" West, a distance of 29.34 feet to a point on a curve (said point not being tangent to the preceding course) on the Southerly line of Liberty Avenue; thence along the Southerly line of Liberty Avenue by an arc of a circle, curving to the right (having a radius of 350.00 feet, a chord bearing of South 72 degrees 36' 38" East, and a chord length of 29.41 feet) for an arc distance of 29.42 feet to a point of compound curve; thence continuing along the Southerly line of Liberty Avenue by the arc of a circle curving to the right (having a radius of 35.00 feet, a chord bearing of South 33 degrees 30' 39" East, and a chord distance of 41.83 feet) for an arc distance of 44.83 feet to a point, said point being the true place of beginning.

BEING designated as Block 1-C, Lot 167-02 in the Deed Registry Office of Allegheny County.

SIXTH DESCRIBED:

A non-exclusive easement for free and uninterrupted pedestrian ingress, egress and regress and for unobstructed light and air for the benefit of the property noted above as "Fifth Described" over the "Plaza" (being the property noted below as "Seventh Described") and an easement over the Plaza for light and air, as set forth in the following instruments:

1. Plaza Agreement between The Equitable Life Assurance Society of the United States and Allianz Pennsylvania Enterprises, Inc., dated June 30, 1978 and recorded in Deed Book Volume 5962, page 955; and
2. Declaration of Easement by The Equitable Life Assurance Society of the United States, dated June 6, 1978 and recorded in Deed Book Volume 5946, page 787.

SEVENTH DESCRIBED:

ALL that certain lot situate in the 1st Ward, City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania being Lot No. 2 in the Gateway Plan of Lots No. 1, of record in the Recorder's Office of Allegheny County, Pennsylvania in Plan Book Volume 105, pages 116 and 117.

BEING designated as part of Block 1-C, Lot 200 in the Deed Registry Office of Allegheny County.

EIGHTH DESCRIBED:

The following interests as reserved, and as more specifically described, in that certain deed from The Equitable Life Assurance Society of The United States to the United Steelworkers Building Fund, dated April 9, 1973 and recorded in Deed Book Volume 5198, page 343:

1. The fee simple title to the pedestrian bridge over The Boulevard of the Allies, together with the right of support and all of the rights and privileges necessary for the maintenance, repair, replacement and removal of said pedestrian bridge.

2. Easements of passage from said pedestrian bridge to The Boulevard of the Allies and the Westinghouse Building.

NINTH DESCRIBED:

Easements over the walks, stairs and ramps of the property noted above as Fifth Described for free and uninterrupted pedestrian ingress, egress and regress to and from the property noted above as Seventh Described, as provided in the Plaza Agreement between The Equitable Life Assurance Society of the United States and Allianz Pennsylvania Enterprises, Inc., dated June 30, 1978 and recorded in Deed Book Volume 5962, page 955.

TENTH DESCRIBED:

ALL that certain perpetual easement, together with the right of ingress, egress, and regress, to construct, install or reinstall, repair, renew and maintain sheet piling for shoring in and to the land bounded and described as follows, to-wit:

TRACT NO. 1

BEGINNING at a point on the northerly line of the Boulevard of The Allies at the intersection of said line with the southeasterly property line of Project No. G.S.A. 941-1; thence North 63 degrees 49' 20" West along the line of the said Boulevard 1 foot 0 inches to a point; thence North 27 degrees 13' 40" East 54.2 feet to a point on the said southeasterly line of Project No. G.S.A. 941-1; thence South 26 degrees 10' 40" West 54.2 feet, more or less, to a point on the northerly line of the Boulevard of The Allies, the place of beginning.

CONTAINING 27.1 square feet, more or less.

TRACT NO. 2

BEGINNING at a point on the southerly line of Liberty Avenue at the intersection of the said line with the northeasterly property line of Project No. G.S.A. 941-1; thence South 21 degrees 26' 51" East, 134.49 feet along said property line to a point, being a corner at the intersection of the northeasterly line with the southeasterly line of the said Project; thence South 26 degrees 10' 40" West along said southeasterly line 1.0 feet to a point thereon; thence North 21 degrees 26' 51" West, 135.407 feet to a point on the southerly line of liberty Avenue; thence North 68 degrees 33' 09" East, 1.0 feet to a point on said line, the place of beginning.

CONTAINING 134.95 square feet, more or less.

Exhibit "B" to Special Warranty Deed

Permitted Exceptions

1. Ramp Agreement dated June 19, 1979 between The Equitable Life Assurance Society of the United States, a New York corporation ("Equitable") and Three Rivers Capital, Inc. ("Three Rivers"), recorded in the Office Recorder of Deeds for Allegheny County, Pennsylvania in Deed Book 6122, Page 855.

2. Cooling Agreement dated June 19, 1979 between Equitable, Three Rivers and Gateway Capital, Inc., recorded in the Department of Records for Allegheny County in Book 6122, Page 862, as assigned by Three Rivers to Gateway Towers Condominium Association, such assignment being evidenced by a Consent to Assignment dated January 6, 1982 by Equitable and recorded in the aforesaid Department of Records in Book 6436, Page 573 (Chilled Water), as amended by 1st Amendment of Cooling Agreement dated March 5, 2004.

3. Operating Agreement dated as of June 30, 1978 between Equitable and Allianz Pennsylvania Enterprises, Inc. ("Allianz"), and recorded in the Department of Records of Allegheny County in Book 5962, Page 969, as amended by Amendment No. 1 to Operating Agreement dated as of May 1, 1984. (Chilled Water/City Water/Steam).

4. Agreement dated November 30, 1959 between Equitable and Hilton Hotels Corporation, as amended by Amended and Partially Restated Chilled Water Agreement dated February 2, 1994. (Amendment deleted Condenser Water references).

5. Condenser Water Agreement dated December 11, 1984 between Equitable and Westinghouse Electric Corporation recorded in the Office of the Recorder of Deeds for Allegheny County, Pennsylvania in Book 6998, Page 277. (Condenser Water).

6. Plaza Agreement dated June 30, 1978 between Equitable, on the one hand, and Equitable and Allianz, on the other hand, recorded in the Office off the Recorder of Deeds for Allegheny County, Pennsylvania in Deed Book 5962, Page 955.

7. Declaration of Easement by Equitable dated as of June 6, 1978, recorded in the Office off the Recorder of Deeds for Allegheny County, Pennsylvania in Deed Book 6092, 869.

8. Declaration of Easement by Equitable dated as of February 5, 1979, recorded in the Office off the Recorder of Deeds for Allegheny County, Pennsylvania in Deed Book 5946, 787.

9. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by the Commitment.

10. Discrepancies or conflicts in boundary lines, easements, encroachments, or area content which a satisfactory current survey would disclose.

11. Any Lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by public records.

12. Rights or claims by parties in possession or under agreement(s) of sale not shown by public records.

13. Possible additional tax assessments for new construction and/or major improvements.

14. All coal and mining rights and all rights relating thereto:

THIS DOCUMENT DOES NOT INCLUDE OR INSURE THE TITLE TO THE COAL AND THE RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

15. The following right(s) of way:

- a. Grantor: The Equitable Life Assurance Society of the United States
Grantee: Duquesne Light Company
Granted by instrument dated August 5, 1981, and recorded in Deed Book Volume 6393, page 1188.

16. The following covenant, to wit:

“The following covenants, which shall run with the land, that the Grantee, its successors and assigns, shall not deprive any person the right to live in the premises hereinabove described, or to use any of the facilities therein, by reason of race, creed, color or natural origin.

Which appears in the following deeds:

1. Deed from Urban Redevelopment Authority of Pittsburgh, dated October 31, 1950, and recorded in Deed Book Volume 3105, page 416.
2. Deed from Urban Redevelopment Authority of Pittsburgh, dated November 1, 1950, and recorded in Deed Book Volume 3105, page 434.
3. Deed from Urban Redevelopment Authority of Pittsburgh, dated November 2, 1950, and recorded in Deed Book Volume 3105, page 444.
4. Deed from Urban Redevelopment Authority of Pittsburgh, dated November 3, 1950, and recorded in Deed Book Volume 3105, page 450.

5. Deed from Urban Redevelopment Authority of Pittsburgh, dated November 5, 1954, and recorded in Deed Book
6. Deed from Urban Redevelopment Authority of Pittsburgh to Equitable, dated June 11, 1953, and recorded in Deed Book Volume 3252, page 422.
7. Deed from the Urban Redevelopment Authority of Pittsburgh to Equitable, dated June 12, 1953, and recorded in Deed Book Volume 3252, page 424.
8. Deed from the Urban Redevelopment Authority of Pittsburgh to Equitable dated September 2, 1953, and recorded in Deed Book Volume 3252, page 662.

17. Easement for Light and Air and Encroachment Easement as set forth in deed from Equitable to Three Rivers, dated June 19, 1979, and recorded in Deed Book Volume 6123, page 172.

18. Covenants and conditions relating to the construction of a parking garage as set forth in deed from Equitable to Three Rivers, dated June 19, 1979, and recorded in Deed Book Volume 6123, page 172.

19. Tax Agreement between Three Rivers and Equitable dated June 19, 1979, and recorded in Deed Book Volume 6122, page 848.

20. Agreement of Lease from Equitable to Hilton Hotels Corporation, dated July 15, 1957, and recorded in Deed Book Volume 3625, page 1.

As supplemented by First Supplement to Lease between the same parties, dated November 7, 1957, and recorded in Deed Book Volume 3631, page 441.

As supplemented by Second Supplement to Lease between the same parties, dated December 29, 1959, and recorded in Deed Book Volume 3824, page 37.

As amended by First Amendment and Third Supplement between the same parties, dated as of May 3, 1960, and recorded in Deed Book Volume 3822, page 52.

Assignment and Assumption of Ground Lease, by and between Equitable and Gateway Trizec, Inc., dated September 27, 1995, and recorded October 2, 1995, in Deed Book Volume 9552, page 300.

21. Easement for underground utilities and sewers (identified as Sub-Parcel B) and easement for underground utilities (identified as Sub-Parcel C) and terms and conditions relating thereto, as set forth in deed from Equitable and Allianz to the Port Authority of Allegheny County, dated March 10, 1982, and recorded in Deed Book Volume 6495, page 289.

22. Memorandum of Lease from the Equitable to Copperweld Corporation, dated January 23, 1986, and recorded in Deed Book Volume 7341, page 584.

23. Pedestrian Bridge Easement as set forth in deed from Equitable to Westinghouse Electric Corporation, dated December 6, 1984, and recorded in Deed Book Volume 6998, page 221.

24. The following matters shown on the ALTA/ACSM Land Title Survey by The Gateway Engineers, Inc., certified September 5, 1995, last revised September 27, 1995, and identified as Dwg. No. 57,512-A:

- a. encroachment of Gateway Center Building No. 10.05 feet into Fort Duquesne Boulevard.
- b. encroachment of parking garage building located on lands now or formerly of Stanwix Parking, Inc. 0.10 feet on to Lot 1 in the Gateway Center Plan No. 2.
- c. encroachment of "Planted Area" wall and concrete bench into Stanwix Street.
- d. encroachment of Gateway Center Building No 2, 0.15 feet into Stanwix Street.
- e. encroachment of Gateway Center Building No. 3, 0.05 feet into Liberty Avenue.
- f. encroachment of wall near Liberty Avenue 0.08 feet into property now or formerly of the General State Authority.
- g. encroachment of vaults into Fort Duquesne Boulevard, Stanwix Street and Liberty Avenue.
- h. encroachment of concrete wall on property now or formerly of The Bell Telephone Company of Pennsylvania from 0.43 feet at the southeasterly end of said wall to 0.41 feet at the northwesterly end of said wall across the southwesterly line of Parcel Fifth Described.
- i. encroachment of air shaft structure approximately 6 feet by 3.5 feet into property now or formerly of The Bell Telephone Company of Pennsylvania.
- j. six (6) inch steam supply line and 4 inch steam return line passing through the basement of the building erected on Parcel Fifth Described at the easterly side thereof.

25. Subject to all matters shown on the Gateway Plan of Lots No. 1, as recorded in Plan Book Volume 105, pages 116 and 117.

26. Subject to all matters shown on the Gateway Plan of Lots No. 2, as recorded in Plan Book Volume 110, pages 94 to 96 inclusive.

27. Memorandum of Lease between TrizecHahn Gateway LLC, successor by conversion to Gateway Trizec, Inc., (Landlord) and RUI One Corp. (Tenant), dated November 16, 1999, and recorded August 10, 2000, in Deed Book Volume 10838, page 313.

28. Subordination, Non-Disturbance and Attornment Agreement by and between Equitable and RUI One Corp., dated November 3, 1999, and recorded October 2, 2000, in Deed Book Volume 20140, page 238.

29. Agreement for Temporary Construction Easement in Lieu of Condemnation – Block & Lot: 1-C-167-01 dated November 29, 2004, and recorded November 30, 2004, in Deed Book Volume 12273, page 381.

30. Monitoring Agreement – Block & Lot: 1-C-167-01 dated November 30, 2004

31. Agreement for Temporary Construction Easement in Lieu of Condemnation – Block & Lot 1-C-167-02 dated November 29, 2004, and recorded November 30, 2004, in Deed Book Volume 12273, page 418.

CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the Grantee herein is: 100 Wilshire Blvd., Suite 750, Santa Monica, California 90401.

This instrument should be returned to:

M A Bennett, agent

Law Offices of John D. Forbess, PC
100 Wilshire Blvd., Suite 750
Santa Monica, California 90401
Attn: John D. Forbess, Esq.

WILL CALL

**Stewart Service Center
651 Holiday Drive
Foster Plaza V
Pittsburgh, PA 15220**