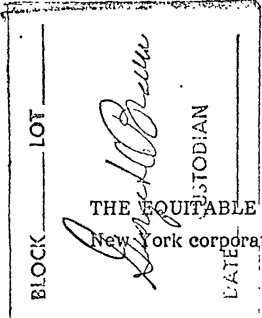


4P DEED  
MAY 1979 200 Na PLAN

MADE this 19th day of June, 1979

from



THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES ("Grantor"), a New York corporation,

To

THREE RIVERS CAPITAL, INC. ("Grantee") a Pennsylvania corporation,

WITNESSETH:

THAT Grantor, in consideration of the sum of \$100,000.00, lawful money of the United States of America, paid to Grantor by Grantee, does hereby grant, bargain, sell and convey to Grantee, its successors and assigns forever the following described premises and all improvements thereon, and thereunder and the appurtenances belonging to said premises, subject to the matters herein set forth and to the express exceptions and reservations and to the express covenants and conditions herein contained:

256

ALL that certain lot or parcel of land situate in the Second Ward of the City of Pittsburgh, Allegheny County, Pennsylvania being Lot No. 3 ("Lot No. 3") in Gateway Plan of Lots No. 2 of record in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania in Plan Book Volume 110, Page 94-96, more particularly bounded and described, as follows:

BEGINNING at a point on the easterly side of Commonwealth Place, at the dividing line between Lots Nos. 1 and 3 in said Plan; thence along the easterly side of Commonwealth Place North 18°54'45" West a distance of 131.81 ft. to a point at the dividing line between Lots Nos. 2 and 3 in said Plan; thence along said dividing line North 71°05'15" East a distance of 256.74 ft. to a point common to Lots Nos. 1, 2 and 3 in said Plan; thence along the dividing line between Lots Nos. 1 and 3 in said Plan the following courses and distances:

- (1) South 18°54'45" East a distance of 43.43 ft;
- (2) South 11°42'45" East a distance of 47.95 ft;
- (3) South 18°08'00" East a distance of 22.82 ft. to a point; and

011008 COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE  
REALTY TRANSFER TAX JUN 22 1978  
RE. 11321 500.00

011009 COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE  
REALTY TRANSFER TAX JUN 22 1978  
RE. 11378 500.00

CITY OF PITTSBURGH  
DEED TRANSFER TAX  
No. 14 1978  
BLOCK & LOT NO. 100  
RECEIVED  
CITY TREAS

256

c

(4) South 18°54'45" East a distance of 18 ft. to the southeasterly corner of Lot No. 3 in said Plan; thence the following courses and distances along the dividing line between Lots Nos. 1 and 3 in said Plan;

- (a) South 71°05'15" West a distance of 147.67 ft. to a point;
- (b) North 18°54'45" West a distance of 4.33 ft. to a point;
- (c) South 71°05'15" West a distance of 51.17 ft. to a point;
- (d) South 18°54'45" East a distance of 4.33 ft. to a point; and
- (e) South 71°05'15" West a distance of 51.58 ft. to a point on the easterly side of Commonwealth Place at the place of beginning.

HAVING constructed on the surface of Lot No. 3 walks, stairs, planters and like facilities, and having constructed underneath the surface of Lot No. 3 part of a one-story underground parking garage and an underground loading dock (hereinafter mentioned).

BEING part of the same premises conveyed to Grantor by deeds recorded in said Office in Deed Book Volume 2990, page 75, Deed Book Volume 3344, Page 609 and Deed Book Volume 3105, page 450, and being designated as part of Lot 167 Block 1-C.

SUBJECT TO, the following:

256

- (i) lease dated as of December 5, 1962 from Grantor to Tracco Gateway, Inc. of Record in said Office in Deed Book Volume 4055 page 1, as the same has been amended and supplemented from time to time;
- (ii) rights of tenants in possession of Lot of No. 3, portions thereof and the improvements thereon;
- (iii) any state of facts which would be disclosed by an accurate survey or a careful examination of Lot No. 3;
- (iv) laws, ordinances, resolutions, regulations and orders of all municipal, county, state, federal and other governmental bodies, boards, agencies, commissions or other authorities having jurisdiction.
- (v) a covenant running with the land that no person shall be deprived of the right to live on Lot No. 3, or to use any facilities thereon by reason of race, creed, color or national origin; and

- (vi) encroachments and easements, if any, permitted under lease dated July 15, 1957 from Grantor to Hilton Hotels Corporation, and all amendments thereto.

EXCEPTING AND RESERVING to Grantor, its successors and assigns forever from Lot No. 3 that certain underground loading dock and underground loading dock area presently serving the building known as the "Hilton Hotel" and all facilities now or hereafter installed for use in connection therewith, including but not limited to the walls, ceiling, roadway, dock, lighting facilities and similar facilities, together with the free exclusive, uninterrupted and perpetual right to use, occupy and enjoy the same and to inspect, maintain, repair, remove, replace, improve, reconstruct and modify said loading dock, loading dock area, and other facilities, said loading dock and loading dock area being more particularly bounded and described, as follows:

25%

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  $71^{\circ}05'15''$  West a distance of 76.61 ft. 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  $18^{\circ}50'00''$  West a distance of 37.97 ft. to a point in Lot No. 3; thence through Lot No. 3 in said Plan North  $71^{\circ}05'15''$  East a distance of 51.10 ft. to a point; thence continuing through Lot No. 3 North  $64^{\circ}47'15''$  East a distance of 25.92 ft. to a point on the dividing line between Lots Nos. 1 and 3 in said Plan; thence South  $18^{\circ}08'00''$  East a distance of 22.82 ft. to a point on said dividing line; thence continuing along said dividing line South  $18^{\circ}54'45''$  East a distance of 18.00 ft. to the point at the place of beginning.

FURTHER EXCEPTING AND RESERVING from Lot No. 3, to Grantor, its successors and assigns forever the exclusive right and privilege of using all or part of Lot No. 3 for the following uses and purposes only, namely the right to (a) landscape the surface of Lot No. 3, (b) enter upon the surface of Lot No. 3 for the purpose of making surveys, engineering studies, test borings and other tests relating to the feasibility of constructing a parking garage and improvements incidental thereto on Lot No. 3; (c) use the surface of Lot No. 3, and a portion of the overlying air space for the construction, maintenance, inspection, repair, replacement and operation of a parking garage and improvements incidental thereto (the "Surface Garage") not to exceed in height an elevation of 757 feet as measured vertically above sea level as established by the United States Coast and Geodetic Survey; (d) locate, construct, use, maintain, inspect, repair, improve and replace footers, pillars, pilings, piers, foundations and other supports for the Surface Garage on or under the surface of the Lot No. 3; (e) use, maintain, inspect, repair, improve and replace, at the sole cost and expense of Grantor the footers, pillars, pilings, piers, foundations and other supports of the underground garage (the "Underground

c

Garage") presently located under Lot No. 3 for the purposes of the Surface Garage, and (f) free and uninterrupted reasonable and convenient access from time to time over the surface and under the subsurface of Lot No. 3 for the purposes above recited and other proper purposes incidental thereto.

256

The last recited Exception and Reservation with respect to Lot No. 3 is subject to the following express covenants and conditions: (a) until such time as Grantor, its successors or assigns, elects to use and occupy Lot No. 3 for the construction of the Surface Garage, as aforesaid, and during such times as Grantor elects to enter upon Lot No. 3 for the purpose of making surveys, engineering studies, test borings and other tests relating to the feasibility of constructing the Surface Garage, Grantee and its successors and assigns shall have the free use and enjoyment of Lot No. 3 in common with Grantor, provided that the same shall at all times until such construction commences remain an open courtyard or plaza between the southerly side of the building known as 320 Fort Duquesne Boulevard and the northerly side of the building known as the Hilton Hotel, free from all obstructions except ventilating devices and emergency exits for the Underground Garage, walkways, stairs, planters, benches, shrubbery and other similar improvements compatible with the use of the surface of Lot No. 3 as a courtyard or plaza, (b) until construction of the Surface Garage Grantor will maintain the surface of Lot No. 3, in good condition and repair compatible to the maintenance standards for the area known as "Gateway Center", exclusive of ventilating devices and emergency exits for the Underground Garage, (c) the Surface Garage shall (i) be compatible in design and appearance to the buildings presently located in the area known as "Gateway Center" (ii) be enclosed with a grill, grating or other similar siding to screen parking areas, motor vehicles and the glare of headlights of such vehicles from exterior view; (iii) be constructed so as to muffle and attenuate noises from motor vehicles within the Surface Garage so as not to be offensively audible outside the Surface Garage; (iv) provide for recreational facilities and/or landscaping on the roof thereof; (v) be so designed and constructed as to not unreasonably interfere with the use and enjoyment of the Underground Garage, overload, impair or damage the Underground Garage nor decrease the number of parking spaces presently available in the Underground Garage during or after completion of construction of the Surface Garage (vi) provide surface ventilation, emergency exits and other openings required by law from time to time for the operation of the Underground Garage, and provide for mechanical and other equipment from time to time for the operation of the Underground Garage including equipment necessitated by the construction of the Surface Garage; and (d) the plans and specifications for the Surface Garage shall be submitted to Robert S. Beauchamp, of Atlanta, Georgia, for his advice and recommendations at least 30 days before application is made to the City of Pittsburgh for a permit to construct the Surface Garage.

TO HAVE AND TO HOLD, Lot No. 3 to and for the use of Grantee, its successors and assigns forever.

GRANTOR covenants that Grantor will warrant specially the premises hereby conveyed.

WITNESS the due execution hereof.

Attest:

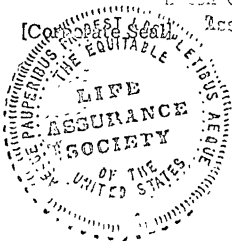
THE EQUITABLE LIFE ASSURANCE  
SOCIETY OF THE UNITED STATES

Heen C. Patrick

Heen C. Patrick  
Assistant Secretary

By T. J. Fitzgerald 1054

T. J. Fitzgerald  
Vice President



256

STATE OF NEW YORK )  
 ) SS:  
COUNTY OF NEW YORK )

On this 19<sup>th</sup> day of June, 1979, before me, a Notary Public, the undersigned officer, personally appeared T. J. Fitzgerald, who acknowledged himself to be a Vice President of THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a corporation, and that he as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



My commission expires:

Walter F. Allen  
Notary Public

WALTER F. ALLEN  
Notary Public, State of New York  
Qualified in Kings Co. No. 24-5053000  
Cert. Filed in New York County  
Commission Expires March 30, 1980

256





JUN 22 1979

40867

*2-0gh*

D E E D

FROM

THE EQUITABLE LIFE ASSURANCE  
SOCIETY OF THE UNITED STATES

*1157*

TO

THREE RIVERS CAPITAL, INC.

MAIL TO:  
George L. Cass  
57th Floor, U.S. Steel Building  
Pittsburgh, PA 15222

1016123 180

JUN 22 11 45 AM '79

STATE OF PENNSYLVANIA }  
 COUNTY OF ALLEGHENY } S.S.

RECORDED IN THE OFFICE FOR THE RECORDING OF  
 DEEDS, ETC. IN AND FOR THE SAID COUNTY, ON THIS 22nd DAY  
 OF June A.D., 1979 IN Deed  
 BOOK VOL. 6123 PAGE 172 WITNESS MY HAND AND SEAL  
 OF SAID OFFICE, THE DAY AND YEAR AFORESAID.

*John J. Eder* RECORDER

