



**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA**

<b>UPTOWN PARTNERS OF</b>	)	<b>CIVIL DIVISION</b>
<b>PITTSBURGH,</b>	)	
<b>PETITIONER,</b>	)	
	)	<b>GD No.</b>
<b>v.</b>	)	
	)	
<b>JAMES A. MCGUIRE,</b>	)	<b>PETITION FOR THE</b>
<b>RESPONDENT.</b>	)	<b>APPOINTMENT OF</b>
	)	<b>A CONSERVATOR</b>

**NOTICE TO DEFEND**

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any property or other rights important to you.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

**LAWYER REFERRAL SERVICE  
ALLEGHENY COUNTY BAR ASSOCIATION  
920 CITY-COUNTY BUILDING  
414 GRANT STREET  
PITTSBURGH, PA 15219  
(412) 261-0518**

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<b>JAMES A. MCGUIRE,</b>	)	<b>PETITION FOR THE</b>
<b>RESPONDENT.</b>	)	<b>APPOINTMENT OF</b>
	)	<b>A CONSERVATOR</b>

**PETITION FOR THE APPOINTMENT OF A CONSERVATOR**

Petitioner, Uptown Partners of Pittsburgh, by and through its counsel, Wayne B. Cobb II, Esq. and the Law Firm of Cobb Counsel, LLC, respectfully petitions this Court to be appointed as the Conservator to take possession of and to undertake the rehabilitation of 1817 5th Ave, Pittsburgh, PA 15219, and in support thereof avers as follows:

**I. JURISDICTION AND VENUE**

1. This Court has jurisdiction to hear this matter because the Property located at 1817 5th Ave Pittsburgh, PA 15219, is located in the City of Pittsburgh and County of Allegheny, Pennsylvania, therefore venue is proper pursuant to pursuant to the Abandoned and Blighted Property Conservatorship Act, P.L. 1672, No. 135, 68 P.S. § 1104 *et seq.* (2008) PROPERTY.
2. The Property subject to this Petition is a residential located at 1817 5th Ave Pittsburgh, PA 15219, Lot and Block No.: 11 – E -93 (the “Property”).
3. A copy of the last recorded Vesting Deed is attached as Exhibit “B”; and the Legal Description is attached as Exhibit “D”.

## **II. PETITIONER**

4. The Petitioner, Uptown Street Partners of Pittsburgh, is a party in interest as defined by Section 1103 of the Act.

5. Uptown Street Partners of Pittsburgh is a corporation duly organized in the Commonwealth of Pennsylvania which has one of its primary purposes redeveloping and restoring blighted and abandoned properties to productive reuse.

6. The Petitioner has a primary mailing address of 710 Fifth Avenue, Suite 1000, Pittsburgh, PA 15219.

## **III. RESPONDENT PROPERTY OWNER**

7. Respondent is the owner or owners, mortgage holders, assignees, lien holders or other persons identified in the title report as having or possibly having some right, title, or interest in, or claim against, the Property.<sup>1</sup>

8. The Petitioner avers that the property is owned by Respondent James A. McGuire; the grantee on the vesting deed of the property which is the subject of this Petition for the Appointment of Conservatorship.

9. The Respondent has a last known address of 17402 Wilton Park Ct, Spring, Texas, 77379 and a mailing address of P.O. Box 672146, Houston, TX, 77267.

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<sup>1</sup> Please see the title report and schedule of liens, claims and encumbrances against the property which included in this Petition as Exhibit B, Exhibits C1-C6, Exhibit D, Exhibit D1, Exhibit E1.

10. Respondent has not vacated the Property to perform military service in time of war or armed conflict or in order to assist with relief efforts during a declared federal or state emergency as a member of the United States Armed Forces or reserve.<sup>2</sup>

11. The Property is not held in trust for the federal government and regulated under the United States Housing Act of 1937, 50 Stat. 888, 42 U.S.C. § 1437 *et. seq.*

#### **IV. ADDITIONAL PARTIES IN INTEREST**

12. In addition to the owner, Section 68 P.S. § 1103 defines as part of interest as a person or entity who has a direct and immediate interest in a residential, commercial or industrial building which includes lienholders, residents or business owners within 2,000 feet of the building as well as the municipality or school district in which the building is located.

13. The City of Pittsburgh is a party in interest because it is a political subdivision of the County of Allegheny and Commonwealth of Pennsylvania in which the property is located with an address of 313 City-County Building, 414 Grant Street, Pittsburgh, PA 15219.

14. The Pittsburgh Public Schools is a party in interest because the property is located within the school district with an address of 341 Bellefield Avenue, Pittsburgh, PA 15213.

15. The County of Allegheny County is a party in interest because it is a political subdivision of the Commonwealth of Pennsylvania in which the property is located with an address of 436 Grant Street, Courthouse Room 11, Pittsburgh, PA 15219.

16. The Pittsburgh Water and Sewer Authority is a party in interest because it is a lienholder with an address of 1200 Penn Avenue, Pittsburgh, PA 15222.

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<sup>2</sup> See Petitioner's Affidavit attached as Exhibit G.

17. Marguerite Bell of 2033 Forbes Avenue, Pittsburgh, PA 15219 who passed away on September 7, 2014; held a mortgage lien against the property in the amount of five thousand dollars (\$5,000.00) based on the public record. The mortgage was recorded on June 4, 1982 in the amount of \$5,000.00. The mortgage is recorded at Deed Book 7178 and Deed Page 496 in the Allegheny County Recorder of Deeds. There is no record of a satisfaction of mortgage; therefore the unknown heirs to Marguerite Bell in their capacity as successors in interests are parties in interests to this action.

#### **V. LIEN HOLDERS ETC**

18. The Pittsburgh Water and Sewer Authority is a lienholder against the property with a municipal lien against the property in the amount of three thousand and seven dollars and sixty cents (\$3,007.60).<sup>3</sup>

19. Allegheny County is a lienholder against the property with outstanding municipal tax liens filed against the property in the amount of two thousand eight hundred forty-seven dollars and sixty-five cents (\$2,847.65).<sup>4</sup>

20. Unknown Heirs, Executors and Administrators of Marguerite Bell are lienholders against the property with a mortgage lien against the property in the amount of five thousand dollars (\$5,000.00).

21. After diligent investigation, Petitioner has been unable to ascertain the identity of any other person or persons, corporations, partnerships, associations or governmental agencies

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<sup>3</sup> Please see the Pittsburgh Water and Sewer Authority liens filed against the property in the amount of \$3,007.60 which is located in Exhibits E1.

<sup>4</sup> Please see the liens filed against the property in the amount of \$2,847.65 by Allegheny County which is located in Exhibit E2.

having or claiming an interest or right in, or lien or encumbrance on, the Property other than the Respondents identified by name above.

## **VI. PROPERTY CONDITIONS**

22. The property shows conditions that qualify the property for a designation of blighted and abandoned as described in the 68 P.S. 1101-1110. The existing conditions of this property qualify it for a determination of blighted and abandoned under 68 P.S. 1105 (d)(5). The conditions which are presently ascertainable on the exterior of the property are as follows:

- a. The property is encumbered by weeds and overgrown foliage, weed trees and graffiti on the exterior of the property.<sup>5</sup>
- b. The stairs leading to the entrance of the property are perennially covered in dangerous foliage;<sup>6</sup> and
- c. There are weeds growing out of the gutters with extended vines and foliage<sup>7</sup>; and
- d. The property has garbage on the outside of the building at all times of the year; the garbage encumbers the sidewalk; the railing on the front of the property is decrepit and rusting;<sup>8</sup> and
- e. The property has broken and open windows on the property, there is rotted wood throughout the exterior of the property;<sup>9</sup> and
- f. The roof is visibly failing with holes in the front porch as a result of water damage. The gutter system is failing, rusted and rotted with visible evidence

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<sup>5</sup> Please see Exhibit F1, F3, F4, F6, F7, F12, F16, F17, F18, F19, F20, F21, F22, F23, F24, F32 and F33 for evidence of the averments made in this Petition.

<sup>6</sup> Please see Exhibits F2 and F27 for evidence of the averments made in this Petition.

<sup>7</sup> Please see Exhibits F5 and F10 for evidence of the averments made in this Petition.

<sup>8</sup> Please see Exhibits F13, F14, F24, F25, F26, F33, F34, and F35 for evidence of the averments made in this Petition.

<sup>9</sup> Please see Exhibits F3, F9, F12 and F15 for evidence of the averments made in this Petition.

of water damage to the structure as a result of the failure of the water drainage systems.<sup>10</sup>

- g. The subject property has also been cited for overgrown weeds and grass, vacant structures on the property; lack of secure structures; an accumulation of rubbish and garbage and unsafe structures.<sup>11</sup>

## **VII. CONDITIONS FOR CONSERVATORSHIP**

23. In accordance with the Act § 1105, the Property has not been legally occupied for at least twelve (12) months before the date of the filing of this Petition.<sup>12</sup>

24. The Property has not been actively marketed during the sixty (60) days before the date of the filing of this Petition.<sup>13</sup>

25. No “For Sale” sign has been placed on or in front of the Property during the sixty (60) days before the date of the filing of this Petition.<sup>14</sup>

26. The Property has not been advertised as for sale through distributed print advertisements, print or electronic media, or through engagement of a real estate professional to place the Property in a Multiple Listing Service or to otherwise market the Property.

27. According to inspection of public records, the Property appears to not be subject to an existing foreclosure action.

28. According to inspection of public records, neither Respondent has acquired the Property within the preceding six (6) months prior to the date of the filing of this Petition.

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<sup>10</sup> Please see Exhibits F28, F29, F30, F31 and F32, for evidence of the averments made in this Petition.

<sup>11</sup> Please see Dockets which are active and inactive from the Magisterial District Justice for actions taken by the City of Pittsburgh against the Respondent’s property which are attached to this Petition as Exhibit J1, J2, J3 and J4.

<sup>12</sup> Please see the affidavit signed by the Petitioner attached as Exhibit G.

<sup>13</sup> Id.

<sup>14</sup> Id.



29. A Conservator should be appointed on these properties pursuant to 68 P.S. 1105(d)(i) because the property and physical structure is a public nuisance.<sup>15</sup>

30. A Conservator should be appointed on these properties pursuant to 68 P.S. 1105(d)(ii) because the Property is in need of substantial rehabilitation (rehabilitation cost exceeding fifteen percent (15%) of the property's value after completion of all repairs, replacements and improvements; or, more than one major building component is being replaced) and no rehabilitation has taken place during the previous twelve (12) months prior to the date of the filing of this Petition.<sup>16</sup>

31. A Conservator should be appointed on these properties pursuant to 68 P.S. 1105(d)(iii) the Property is unfit for human habitation, occupancy or use because it is dilapidated, in disrepair, and has structural defects.<sup>17</sup>

32. A Conservator should be appointed on these properties pursuant to 68 P.S. 1105(d)(iv) because the conditions and vacancy of the Property materially increase the risk of fire to the property and adjacent properties.<sup>18</sup>

33. A Conservator should be appointed on these properties pursuant to 68 P.S. 1105(d)(v) because the properties are subject to unauthorized entry leading to potential health and safety hazards and the owner has failed to take reasonable and necessary measures to the secure the building.<sup>19</sup>

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<sup>15</sup> Please see photographs of the property attached as Exhibits F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12, F13, F14, F15, F16, F17, F18, F19, F20, F21, F22, F23, F24, F25, F26, F27, F28, F29, F30, F31, F32, F33, F34 and F35.

<sup>16</sup> Id.

<sup>17</sup> Id.

<sup>18</sup> Id.

<sup>19</sup> Id.

34. A Conservator should be appointed on these properties pursuant to 68 P.S. 1105(d)(vi) because the property is an attractive nuisance to children, including, but not limited to, the presence of abandoned wells, shafts, basements, excavations and unsafe structures.<sup>20</sup>

35. A Conservator should be appointed on these properties pursuant to 68 P.S. 1105(d)(vii) because the presence of vermin and the accumulation of debris, uncut vegetation or physical deterioration of the structure and grounds have created potential health and safety hazards, and the Owner has failed to take reasonable and necessary measures to remove the hazards refusing to clean up debris in and around the property, clear overgrowth, or perform any maintenance on the property which would improve its appearance or structure.<sup>21</sup>

36. A Conservator should be appointed on these properties pursuant to 68 P.S. 1105(d)(viii) because the dilapidated appearance and condition of the Property negatively affects the economic well-being of residents and businesses in close proximity to the Property, including decreases in property value and loss of business, and the Owner has failed to take reasonable and necessary measures to remedy the appearance and condition.<sup>22</sup>

37. A Conservator should be appointed on these properties pursuant to 68 P.S. 1105(d)(ix) because the property is subject to illicit drug use, prostitution and vagrancy.

## **VIII. PROPOSED CONSERVATOR**

38. Petitioner recommends that Uptown Partners of Pittsburgh be appointed as the Conservator within the next 30 to 60 days.

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<sup>20</sup> Id.

<sup>21</sup> Id.

<sup>22</sup> Id.

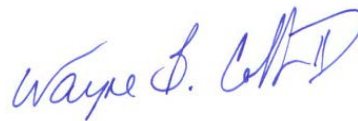
39. Petitioner humbly suggests that time is of the essence for this Proposed Conservatorship in order to prevent waste and to immediately begin improvements during the current construction season.

40. The Proposed Conservator has the financial resources and experience to properly rehabilitate the property having rehabilitated dilapidated properties in and around the neighborhood in which the subject property is situated.<sup>23</sup>

41. The Petitioner has a preliminary plan for rehabilitating the property to bring it into compliance with all municipal codes and duly adopted plans for the area in which the Property is located.<sup>24</sup>

**WHEREFORE**, Uptown Partners of Pittsburgh, requests the Court schedule a hearing pursuant to the Abandoned and Blighted Conservatorship Act to determine whether the petitioner meets the criteria to be appointed as the Conservator for 1817 5th Ave, Pittsburgh, PA 15219.

Respectfully submitted,



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Filed on behalf of Petitioner  
UPTOWN PARTNERS OF PITTSBURGH  
Counsel of Record for this Party:  
Wayne B. Cobb II  
PA ID# 209628  
Cobb Counsel, LLC  
204 Golf View Drive, #181  
Monaca, PA 15061

Dated: April 29, 2019

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<sup>23</sup> Please see the Petitioner's qualifications attached as Exhibit H to this petition.

<sup>24</sup> The Petitioner's preliminary plan is attached as Exhibit I.

**LIS PENDENS**

Petitioner will serve or provide notice of the filing of this Petition as provided by Section 1104(d) of the Act and as otherwise ordered by the Court.

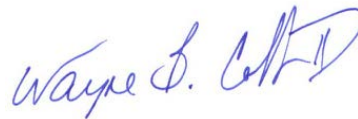
As required by Section 1104 (c), Petitioner shall file a *Lis Pendens*, substantially in the form attached hereto, with the County of Allegheny Department of Court Records, Civil/Family Division and shall thereafter file a file-stamped copy with the Prothonotary.

WHEREFORE, Petitioner prays for the following relief:

The Court set a hearing date to determine whether to appoint Petitioner as Conservator as authorized by the Abandoned and Blighted Property Conservatorship Act.

Authorize Petitioner to take the necessary actions to abate the public nuisance, stabilize, renovate and rehabilitate the Property located at 1817 5th Avenue, Pittsburgh, PA 15219, Block and Lot No.11 – E – 93; Grant such other and additional relief as may be just and appropriate.

Respectfully submitted,



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Filed on behalf of Petitioner  
UPTOWN PARTNERS OF PITTSBURGH  
Counsel of Record for this Party:  
Wayne B. Cobb II  
PA ID# 209628  
Cobb Counsel, LLC  
204 Golf View Drive, #181  
Monaca, PA 15061

Dated: April 29, 2019

## VERIFICATION

I, the Undersigned, Joseph Wingefeld, do verify that the statements made in the foregoing PETITION FOR THE APPOINTMENT OF A CONSERVATOR are true and correct to the best of my knowledge, information and belief, and are made subject to the penalties of 18 Pa. C.S. § 4094.

DocuSigned by:  
*Joseph Wingefeld*  
EA5E0911FB48490...

Joseph Wingefeld  
Authorized Agent o/bho  
Uptown Partners of Pittsburgh

Dated: April 29, 2020

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the foregoing **PETITION FOR THE APPOINTMENT OF A CONSERVATOR** has been served upon all other parties at the address(es) below via Certified, U.S. mail.

James A. McGuire  
17402 Wilson Park Ct.  
Spring, TX 77379

James A. McGuire  
P.O. Box 672146  
Houston, TX 77267-2146

Superintendent  
Pittsburgh Public Schools  
341 Bellefield Avenue  
Pittsburgh, PA 15213

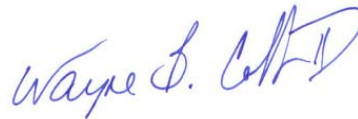
Pittsburgh Water & Sewer Authority  
1200 Penn Ave,  
Pittsburgh, PA 15222

Attorney John DeMarco  
Law Department  
313 City-County Building  
414 Grant Street  
Pittsburgh, PA 15219

Attorney John M. Daley, Esquire  
County Law Department  
300 Fort Pitt Commons Bldg.  
445 Fort Pitt Boulevard  
Pittsburgh, PA 15219

Estate of Marguerite Bell  
2033 Forbes Avenue  
Pittsburgh, PA 15219

Respectfully submitted,



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Filed on behalf of Petitioner  
UPTOWN PARTNERS OF PITTSBURGH  
Counsel of Record for this Party:  
Wayne B. Cobb II  
PA ID# 209628  
Cobb Counsel, LLC  
204 Golf View Drive, #181  
Monaca, PA 15061

Dated: April 29, 2019

# Exhibit A

## 68 P.S. § 1101

Pa.C.S. documents are current through 2014 Regular Session Act 204, Enacted October 31, 2014 P.S.  
documents are current through the end of the 2014 Regular Session

**Pennsylvania Statutes, Annotated by LexisNexis > PENNSYLVANIA STATUTES > TITLE 68.  
REAL AND PERSONAL PROPERTY > CHAPTER 26. ABANDONED AND BLIGHTED PROPERTY  
CONSERVATORSHIP ACT**

### **§ 1101. Short title**

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This act shall be known and may be cited as the Abandoned and Blighted Property Conservatorship Act.

### **History**

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Act 2008-135 (H.B. 2188), P.L. 1672, § 1, approved Nov. 26, 2008, eff. in 90 days.

PENNSYLVANIA STATUTES, ANNOTATED BY LEXISNEXIS®

## 68 P.S. § 1102

Pa.C.S. documents are current through 2014 Regular Session Act 204, Enacted October 31, 2014 P.S.  
documents are current through the end of the 2014 Regular Session

**Pennsylvania Statutes, Annotated by LexisNexis > PENNSYLVANIA STATUTES > TITLE 68.  
REAL AND PERSONAL PROPERTY > CHAPTER 26. ABANDONED AND BLIGHTED PROPERTY  
CONSERVATORSHIP ACT**

### **§ 1102. Legislative findings and purpose**

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The General Assembly finds and declares that:

- (1) Pennsylvania's older communities are important to the

Commonwealth's economic health by providing a focal point for businesses and services and to this Commonwealth's quality of life with its rich history and diverse communities. However, many older communities suffer from blighted properties that have been abandoned by their owners.

- (2) Many citizens of this Commonwealth are adversely affected by abandoned and blighted residential, commercial and industrial properties, including those citizens who live in proximity to such substandard buildings, as well as those who own property in the vicinity of such buildings.
- (3) Substandard, deteriorating and abandoned residential, commercial and industrial structures are a public safety threat and nuisance and their blighting effect diminishes property values in the communities in which these properties are located.
- (4) If these buildings are not rehabilitated, they are likely to remain abandoned and further deteriorate, resulting in increased costs to the Commonwealth, municipality and taxpayers to secure and ultimately demolish them.
- (5) Providing a mechanism to transform abandoned and blighted buildings into productive reuse is an opportunity for communities to modernize, revitalize grow, and to improve the quality of life for neighbors who are already there.

- (6) If the owner of a residential, commercial or industrial building

fails to maintain the property in accordance with applicable municipal codes or standards of public welfare or safety, it is in the best interest of the Commonwealth, the municipality and the community for the court, pursuant to the provisions of this act, to appoint a conservator to make the necessary improvements before the building deteriorates further and necessitates demolition, resulting in the removal of the building from the housing supply or prohibiting future productive economic use.



## History

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Act 2008-135 (H.B. 2188), P.L. 1672, § 2, approved Nov. 26, 2008, eff. in 90 days.

PENNSYLVANIA STATUTES, ANNOTATED BY LEXISNEXIS®

## 68 P.S. § 1103

Pa.C.S. documents are current through 2014 Regular Session Act 204, Enacted October 31, 2014 P.S.  
documents are current through the end of the 2014 Regular Session

### Pennsylvania Statutes, Annotated by LexisNexis > PENNSYLVANIA STATUTES > TITLE 68. REAL AND PERSONAL PROPERTY > CHAPTER 26. ABANDONED AND BLIGHTED PROPERTY CONSERVATORSHIP ACT

#### § 1103. Definitions

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The following words and phrases when used in this act shall have the meanings given to them in this section unless the context clearly indicates otherwise:

"ABANDONED PROPERTY." ANY PROPERTY THAT MEETS THE REQUIREMENTS OF CONDITIONS FOR CONSERVATORSHIP AS PROVIDED IN SECTION 5(D).

"ACTIVELY MARKETED." A "for sale" sign has been placed on the property with accurate contact information and the owner has done at least one of the following:

- (1) engaged the services of a licensee under the act of February 19, 1980 (P.L. 15, No. 9), known as the Real Estate Licensing and Registration Act, to place the property in a Multiple Listing Service or otherwise market the property;
- (2) placed weekly or more frequent advertisements in print or electronic media; or
- (3) distributed printed advertisements.

"BUILDING." A RESIDENTIAL, COMMERCIAL OR INDUSTRIAL BUILDING OR STRUCTURE AND THE LAND APPURTENANT THERETO, INCLUDING A VACANT LOT ON WHICH A BUILDING HAS BEEN DEMOLISHED.

"CODE." A BUILDING, HOUSING, PROPERTY MAINTENANCE, FIRE, HEALTH OR OTHER PUBLIC SAFETY ORDINANCE ENACTED BY A MUNICIPALITY.

"COMPETENT ENTITY." A PERSON OR ENTITY, INCLUDING A GOVERNMENTAL UNIT WITH EXPERIENCE IN THE REHABILITATION OF RESIDENTIAL, COMMERCIAL OR INDUSTRIAL BUILDINGS AND THE ABILITY TO PROVIDE OR OBTAIN THE NECESSARY FINANCING FOR SUCH REHABILITATION.

"CONSERVATOR'S OR DEVELOPER'S FEE." A FEE EQUAL TO THE GREATEST OF THE FOLLOWING:

- (1) an amount equal to \$ 2,500, adjusted upward by 2% each year;
- (2) a 20% markup of the costs and expenses for construction, stabilization, rehabilitation, maintenance and operation or demolition as described in the proposed conservator's plan and any subsequent plan approved by the court; or
- (3) twenty percent of the sale price of the property.

"COSTS OF REHABILITATION." COSTS AND EXPENSES FOR CONSTRUCTION, STABILIZATION, REHABILITATION, MAINTENANCE AND OPERATION OR DEMOLITION, INCLUDING REASONABLE NONCONSTRUCTION COSTS ASSOCIATED WITH THE PROJECT, INCLUDING, BUT NOT LIMITED TO, ENVIRONMENTAL REMEDIATION, ARCHITECTURAL, ENGINEERING AND LEGAL FEES AND COSTS, PERMITS, FINANCING FEES AND A CONSERVATOR'S OR DEVELOPER'S FEE.

"COURT." THE APPROPRIATE COURT OF COMMON PLEAS.

"HISTORIC PROPERTY." A PROPERTY WHICH IS LISTED ON THE NATIONAL REGISTER OF HISTORIC PLACES OR IS A CONTRIBUTING PROPERTY IN A NATIONAL REGISTER HISTORIC DISTRICT OR IS LOCATED IN A LOCAL GOVERNMENT ORDINANCE HISTORIC DISTRICT.

"IMMEDIATE FAMILY." A PARENT, SPOUSE, CHILD, BROTHER OR SISTER.

"NONPROFIT CORPORATION." A NONPROFIT CORPORATION THAT HAS, AS ONE OF ITS PURPOSES, REMEDIATION OF BLIGHT, COMMUNITY DEVELOPMENT ACTIVITIES, INCLUDING ECONOMIC DEVELOPMENT, HISTORIC PRESERVATION OR THE PROMOTION OR ENHANCEMENT OF AFFORDABLE HOUSING OPPORTUNITIES.

"OWNER." THE HOLDER OR HOLDERS OF TITLE TO, OR OF A LEGAL OR EQUITABLE INTEREST IN, A RESIDENTIAL, COMMERCIAL OR INDUSTRIAL BUILDING. THE TERM SHALL INCLUDE AN HEIR, ASSIGNEE, TRUSTEE, BENEFICIARY AND LESSEE PROVIDED THE OWNERSHIP INTEREST IS A MATTER OF PUBLIC RECORD.

"PARTY IN INTEREST." A PERSON OR ENTITY WHO HAS A DIRECT AND IMMEDIATE INTEREST IN A RESIDENTIAL, COMMERCIAL OR INDUSTRIAL BUILDING, INCLUDING:

- (1) The owner.
- (2) A lienholder and other secured creditor of the owner.
- (3) A resident or business owner within 2,000 feet of the building.
- (4) A nonprofit corporation, including a redevelopment authority,

which:

- (i) except as set forth in subparagraph (ii), is located in the municipality where the building is located; and
  - (ii) for a building located in a city of the first class, is located in the city and has participated in a project within a five-mile radius of the location of the building.
- (5) A municipality or school district in which the building is located.

"PUBLIC NUISANCE." A PROPERTY THAT, BECAUSE OF PHYSICAL CONDITION OR USE, HAS BEEN DECLARED BY THE APPROPRIATE OFFICIAL A PUBLIC NUISANCE IN ACCORDANCE WITH THE LOCAL HOUSING, BUILDING, HEALTH, FIRE OR RELATED CODE OR IS DETERMINED TO BE A PUBLIC NUISANCE BY THE COURT.

"SUBSTANTIAL REHABILITATION." REPAIRS TO THE BUILDING WHERE:

- (1) the cost of repairs, replacements and improvements exceeds 15% of the property's value after completion of all repairs, replacements and improvements; or
- (2) more than one major building component is being replaced. Major

building components include:

- (i) roof structures;
- (ii) ceilings;
- (iii) wall or floor structures;

- (iv) foundations;
- (v) plumbing systems;
- (vi) heating and air conditioning systems; and
- (vii) electrical systems.

## History

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Act 2008-135 (H.B. 2188), P.L. 1672, § 3, approved Nov. 26, 2008, eff. in 90 days; Act 2014-157 (H.B. 1363), P.L. 2557, § 1, approved Oct. 22, 2014, eff. in 60 days.

PENNSYLVANIA STATUTES, ANNOTATED BY LEXISNEXIS®

## 68 P.S. § 1104

Pa.C.S. documents are current through 2014 Regular Session Act 204, Enacted October 31, 2014 P.S.  
documents are current through the end of the 2014 Regular Session

### Pennsylvania Statutes, Annotated by LexisNexis > PENNSYLVANIA STATUTES > TITLE 68. REAL AND PERSONAL PROPERTY > CHAPTER 26. ABANDONED AND BLIGHTED PROPERTY CONSERVATORSHIP ACT

#### § 1104. Initiation of action

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- (a) **FILING OF PETITION.--** A petition for the appointment of a conservator to take possession and to undertake the rehabilitation of a building may be filed by a party in interest in a court in the county in which the building is located. The proceeding on the petition shall constitute an action in rem.
- (b) **CONTENTS.--** The petition submitted to the court shall include a sworn statement that, to the best of the petitioner's knowledge, the property meets the conditions for conservatorship set forth in section 5(d) and to the extent available to the petitioner after reasonable efforts to obtain such information:
- (1) A copy of any citation charging the owner with being in violation  
  
of municipal code requirements or declaring the building to be a public nuisance.
  - (2) A recommendation as to which person or entity should be appointed conservator.
  - (3) A preliminary plan with initial cost estimates for rehabilitation of the building to bring it into compliance with all municipal codes and duly adopted plans for the area in which the building is located and anticipated funding sources.
  - (4) A schedule of mortgages, liens and other encumbrances on the property.
- (c) **NOTICE OF LIS PENDENS.--** The petitioner shall file a notice of lis pendens in the office of the recorder of deeds for the county in which the property is located.
- (d) **NOTIFICATION OF OWNER, POLITICAL SUBDIVISIONS AND LIENHOLDERS.--**
- (1) Upon filing the petition with the court, the petitioner shall notify the current owner of the property, all political subdivisions in which the property is located, all municipal authorities known to have provided service to the property and all lienholders of the filing by registered or certified mail to the last known address of each and by posting a copy of the notice on the building.
  - (2) In the event the registered or certified mail is returned with notation by the postal authorities that the recipient refused to accept the mail, the petitioner may mail a copy to the recipient at the same address by ordinary mail with the return address of the petitioner appearing thereon.
  - (3) Service by ordinary mail shall be presumed complete if the mail is not returned to the petitioner within 30 days after mailing.
  - (4) In the event that the registered or certified mail is returned with the notation by the postal authorities that it was unclaimed, the

notice shall be personally served.

(5) In the event that the personal service is not able to be made after two such attempts, then the petitioner shall mail the petition to the recipient at the same address by ordinary mail with the return address of the petitioner appearing thereon with service by ordinary mail deemed complete if the mail is not returned to the petitioner within 15 days after the mailing.

(6) The petitioner shall also notify the owner and each lienholder of the hearing date and provide notice that the owner and lienholders may petition to intervene in the action.

(e) **ADJACENT PROPERTIES.--** The petition may include one or more adjacent properties in a single action if:

(1) the property that is the primary subject of the action is owned by the same owner as the adjacent property; and

(2) the properties are or were used for a single or interrelated function.

## History

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Act 2008-135 (H.B. 2188), P.L. 1672, § 4, approved Nov. 26, 2008, eff. in 90 days; Act 2014-157 (H.B. 1363), P.L. 2557, § 2, approved Oct. 22, 2014, eff. in 60 days.

## 68 P.S. § 1105

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### Pennsylvania Statutes, Annotated by LexisNexis > PENNSYLVANIA STATUTES > TITLE 68. REAL AND PERSONAL PROPERTY > CHAPTER 26. ABANDONED AND BLIGHTED PROPERTY CONSERVATORSHIP ACT

#### § 1105. Appointment of conservator

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- (a) **GENERAL RULE.--** The court shall act upon a petition submitted by holding a hearing within 60 days of receipt of the petition and by rendering a decision no later than 30 days after completion of the hearing.
- (b) **INTERVENTION.--** A party in interest may intervene in the proceeding and be heard with respect to the petition, the requested relief or any other matter which may come before the court in connection with the proceeding.
- (c) **HEARING.--** At the hearing, any party in interest shall be permitted to present evidence to support or contest the petition, including, but not limited to, the schedule of encumbrances.
- (d) **CONDITIONS FOR CONSERVATORSHIP.--** If a petition is filed under section 4, the court may appoint a conservator if all of the following apply as of the date of filing:
  - (1) The building has not been legally occupied for at least the  
previous 12 months.
  - (2) The owner fails to present compelling evidence that he has actively marketed the property during the preceding 60-day period and made a good faith effort to sell the property at a price which reflects the circumstances and market conditions.
  - (3) The property is not subject to a pending foreclosure action by an individual or nongovernmental entity.
  - (4) The current owner fails to present sufficient evidence that he has acquired the property within the preceding six months. The evidence shall not include instances where the prior owner is a member of the immediate family of the current owner, unless the transfer of title results from the death of the prior owner, or where the current or prior owner is a corporation, partnership or other entity in which either owner or the immediate family of either owner has an interest in excess of 5%.
  - (5) The court finds at least three of the following:
    - (i) The building or physical structure is a public nuisance.
    - (ii) The building is in need of substantial rehabilitation and no rehabilitation has taken place during the previous 12 months.
    - (iii) The building is unfit for human habitation, occupancy or use.
    - (iv) The condition and vacancy of the building materially increase the risk of fire to the building and to adjacent properties.
    - (v) The building is subject to unauthorized entry leading to potential health and safety hazards and one of the following applies:

## 68 P.S. § 1105

- (A) The owner has failed to take reasonable and necessary measures to secure the building.
- (B) The municipality has secured the building in order to prevent such hazards after the owner has failed to do so.
- (vi) The property is an attractive nuisance to children, including, but not limited to, the presence of abandoned wells, shafts, basements, excavations and unsafe structures.
- (vii) The presence of vermin or the accumulation of debris, uncut vegetation or physical deterioration of the structure or grounds has created potential health and safety hazards and the owner has failed to take reasonable and necessary measures to remove the hazards.
- (viii) The dilapidated appearance or other condition of the building negatively affects the economic well-being of residents and businesses in close proximity to the building, including decreases in property value and loss of business, and the owner has failed to take reasonable and necessary measures to remedy appearance or the condition.
- (ix) The property is an attractive nuisance for illicit purposes, including prostitution, drug use and vagrancy.

**(e) APPOINTMENT.--**

- (1) If the court determines after a hearing that the property has met the conditions of subsection (d), the court may appoint a conservator, certify the schedule of encumbrances and grant such other relief as may be just and appropriate. The certification shall be binding with respect to all mortgages, liens and encumbrances, including municipal liens, arising or attaching to the property prior to the date of the petition.
- (2) The court shall give first consideration for appointment as conservator to the most senior nongovernmental lienholder on the property.
- (3) In the event the senior lienholder is found to be not competent or declines the appointment, the court may appoint a nonprofit corporation or other competent entity. If the property is located in a city of the first class, the nonprofit corporation or entity must be located in the city and must have participated in a project within a five-mile radius of the location of the property. In appointing a conservator, the court shall:
  - (i) consider any recommendations contained in the petition or otherwise presented by a party in interest; and
  - (ii) give preference to the appointment of a nonprofit corporation or governmental unit over an individual.

**(f) CONDITIONAL RELIEF.--**

- (1) If the court finds after a hearing that the conditions for conservatorship set forth in subsection (d) have been established, but the owner represents that the conditions, violations or nuisance or emergency condition will be abated in a reasonable period, the court



may allow the owner to proceed to remedy the conditions.

- (2) If the conditions set forth in paragraph (1) have been satisfied, the court shall enter an order providing that, in the event that the violations or nuisance or emergency conditions are not abated by the owner by a specific date or that other specified remedial activities have not occurred by a specific date or dates, an order granting the relief requested in the petition shall be entered.
- (3) The court shall also require the owner to post a bond in the amount of the repair costs estimated in the petition as a condition to retaining possession of the building.
- (4) Upon a finding that:
  - (i) the petition states conditions for conservatorship; or
  - (ii) the owner elects to either:
    - (A) remedy all violations and nuisance or emergency conditions; or
    - (B) sell the property subject to the conservatorship,

the owner shall reimburse the petitioner for all costs incurred by the petitioner in preparing and filing the petition in accordance with the requirements of section 4 and the conservator's or developer's fee.

- (g) **CONSERVATOR'S LIEN.--** The conservator may file a lien against the property in an amount based on the costs incurred during the conservatorship, including, but not limited to, costs of rehabilitation, attorney fees and court costs. The lien amount may be adjusted from time to time.
- (h) **IMMEDIATE POSSESSION.--** The conservator shall promptly take possession of the building and other property subject to the conservatorship and shall immediately be authorized to exercise all powers of this act.
- (i) **REMOVAL BY COURT.--** A conservator may be removed by the court at any time upon the request of the conservator or upon a showing by a party to the action that the conservator is not carrying out its responsibilities under this act.

## History

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Act 2008-135 (H.B. 2188), P.L. 1672, § 5, approved Nov. 26, 2008, eff. in 90 days; Act 2014-157 (H.B. 1363), P.L. 2557, § 3, approved Oct. 22, 2014, eff. in 60 days.

## 68 P.S. § 1106

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### Pennsylvania Statutes, Annotated by LexisNexis > PENNSYLVANIA STATUTES > TITLE 68. REAL AND PERSONAL PROPERTY > CHAPTER 26. ABANDONED AND BLIGHTED PROPERTY CONSERVATORSHIP ACT

#### § 1106. Powers and duties of conservator

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- (a) **FULL POWERS AND DUTIES.--** The conservator shall have all powers and duties necessary or desirable, from time to time, for the efficient operation, management and improvement of the building in order to bring it into compliance with all municipal building and housing code requirements and to fulfill the conservator's responsibilities under this act. Such powers and duties shall include, but not be limited to, the power to:
- (1) Take possession and control of the building, appurtenant land and  
  
any personal property of the owner used with respect to the building,  
including any bank or operating account for the building.
  - (2) Collect outstanding accounts receivable.
  - (3) Pursue all claims or causes of action of the owner with respect to  
the building and all other property subject to the conservator.
  - (4) Contract for the repair and maintenance of the building. The  
contracts shall be appropriately documented and included in the reports  
and accounting which the conservator is required to submit or file  
under the provisions of this act. The conservator shall make a  
reasonable effort to solicit three bids for contracts valued at more  
than \$ 25,000, except when the contractor or developer provides or  
obtains financing for the conservatorship.
  - (5) Borrow money and incur credit in accordance with section 8.
  - (6) Contract and pay for the maintenance and restoration of utilities  
to the building.
  - (7) Purchase materials, goods and supplies to accomplish repairs and  
operate the building.
  - (8) With the court's approval, enter into new rental contracts and  
leases for a period not to exceed one year.
  - (9) Affirm, renew or enter into contracts providing for insurance  
coverage on the building.
  - (10) Engage and pay legal, accounting, appraisal and other  
professionals to aid the conservator in the conduct of the  
conservatorship.
  - (11) When the building has been designated a historic property, consult  
with the municipality's historical commission or board of historical  
and architectural review, a local historic preservation organization  
or, in the absence thereof, the Pennsylvania Historical and Museum  
Commission for recommendations on preserving the property's historic  
character.

- (12) Apply for and receive public grants or loans.
- (13) Sell the building in accordance with section 9.
- (14) Exercise all authority that an owner of the building would have to improve, maintain and otherwise manage the building, including the extent to which rehabilitation will satisfy the goals of the conservatorship.

**(b) AFFIRMATIVE DUTY.--** While in possession of the building, the conservator shall:

- (1) Maintain, safeguard and insure the building.
- (2) Apply all revenue generated from the building consistent with the provisions of this act.
- (3)
  - (i) Develop a final plan for abatement of the conditions which caused the petition to be granted or, if no such feasible final plan can be developed, to develop alternatives, including the closing, sealing or demolition of all or part of the building.
  - (ii) When the building has been designated a historic property, rehabilitate architectural features that define the property's historic character.
  - (iii) When demolition of a property in a historic district is necessary, design any replacement construction on the site to comply with applicable standards under current law.
- (4) Implement the final plan referred to in paragraph (3) upon approval by the court.
- (5) Submit a status report to the court and parties to the action annually or more frequently as the court may deem appropriate. The status report shall include:
  - (i) A copy of any contract entered into by the conservator regarding the improvement of the building.
  - (ii) An account of the disposition of all revenue generated from the building.
  - (iii) An account of all expenses and improvements.
  - (iv) The status of developing and implementing the final plan pursuant to this subsection.
  - (v) A description of any proposed actions to be taken in the next six months to improve the building.

**(c) HEARING ON CONSERVATOR'S FINAL PLAN FOR ABATEMENT.--**

- (1) At the time the court appoints a conservator, the conservator may present and the court may approve the final plan for abatement. If no plan is presented at that hearing, a hearing date on the conservator's final plan for abatement shall be set within 120 days of the appointment.
- (2) Thirty days prior to the date of the hearing, the conservator shall submit the plan to the court and to all parties to the action.
- (3) The plan shall include a cost estimate, a financing plan and either

## 68 P.S. § 1106

a description of the work to be done for the rehabilitation of the building or, if rehabilitation is not feasible, a proposal for the closing, sealing or demolition of the building.

- (4) The plan shall conform with all existing municipal codes, duly adopted plans for the area and historic preservation requirements.
  - (5) At the time of the hearing, all parties shall be allowed to comment on the plan, and the court shall take all comments into consideration when assessing the feasibility of the plan and the proposed financing. In making its assessment, the court shall give reasonable regard to the conservator's determination of the scope and necessity of work to be done for the rehabilitation or demolition of the building in approving the final plan and in approving the costs of conservatorship and sale of the property.
  - (6) Within 15 days of the hearing, the court shall issue a decision approving the plan or requiring that the plan be amended.
  - (7) If the court decision requires that the plan be amended, a hearing date shall be set within 60 days from the date of the decision.
- (d) **ACCOUNTING.--** Upon the implementation of the final plan approved by the court, the conservator shall file with the court a full accounting of all income and expenditures during the period of time it took to implement the final plan.

## History

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Act 2008-135 (H.B. 2188), P.L. 1672, § 6, approved Nov. 26, 2008, eff. in 90 days; Act 2014-157 (H.B. 1363), P.L. 2557, § 4, approved Oct. 22, 2014, eff. in 60 days.

## 68 P.S. § 1107

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REAL AND PERSONAL PROPERTY > CHAPTER 26. ABANDONED AND BLIGHTED PROPERTY  
CONSERVATORSHIP ACT**

### § 1107. Ownership of property

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- (a) **OWNERSHIP INTEREST OF CONSERVATOR.--** A conservator appointed under section 5 shall be deemed to have an ownership interest in and legal control of the property for the purposes of filing plans with public agencies and boards, seeking and obtaining construction permits and other approvals and submitting applications for financing or other assistance to public or private entities.
- (b) **LIABILITY OF OWNER.--** Notwithstanding the appointment of a conservator under section 5, nothing in this act shall be construed to relieve the owner of any civil or criminal liability or of any obligation to pay taxes, municipal liens and charges, mortgages, private liens or other fees or charges, whether incurred before or after the appointment of the conservator and no such liability shall transfer to the conservator.
- (c) **LIMITATION OF CONSERVATOR'S ENVIRONMENTAL LIABILITY.--**
- (1) Notwithstanding any law to the contrary, the conservator shall not
- be held liable for any environmental damage to the building or the real property upon which the building is located that existed prior to the appointment by the court of the conservator.
- (2) Paragraph (1) does not apply to the owner or any other person or entity regarding the building and its real property that is subject to an appointed conservator under this act.

### History

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Act 2008-135 (H.B. 2188), P.L. 1672, § 7, approved Nov. 26, 2008, eff. in 90 days.

PENNSYLVANIA STATUTES, ANNOTATED BY LEXISNEXIS®

## 68 P.S. § 1108

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CONSERVATORSHIP ACT**

### § 1108. Incurring indebtedness

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- (a) **BORROWING.--** From time to time, a conservator may borrow money or incur indebtedness in order to cover the costs of rehabilitation or to otherwise fulfill the conservator's obligations under this act.
- (b) **LIENS.--** In order to facilitate the borrowing of funds for the costs of rehabilitation, the court may grant priority status to a lien given to secure payment on a debt incurred for purposes authorized under this chapter, provided that:
- (1) the conservator sought to obtain the necessary financing from the  
  
senior, nongovernmental lienholder, but the lienholder declined to provide financing for reasonable improvements or other costs of rehabilitation on reasonable terms; and
  - (2) lien priority is necessary in order to induce another lender to provide financing on reasonable terms.
- (c) **LIEN STATUS OF REHABILITATION EXPENSES.--** Should the senior lienholder agree to provide financing for the costs of rehabilitation, any funds lent to cover the costs shall be deemed to be added to the senior lienholder's preexisting first lien.
- (d) **APPROVAL OF FINANCING.--** The court may approve financing for the costs of rehabilitation, the terms of which may include deferred repayment and use restrictions. The terms of the financing may remain with the property after the conservatorship has ended and be assumed by any of the following:
- (1) The owner, if the owner regains possession of the property under section 10(2).
  - (2) The buyer who takes title under section 9.

### History

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Act 2008-135 (H.B. 2188), P.L. 1672, § 8, approved Nov. 26, 2008, eff. in 90 days; Act 2014-157 (H.B. 1363), P.L. 2557, § 5, approved Oct. 22, 2014, eff. in 60 days.

## 68 P.S. § 1109

Pa.C.S. documents are current through 2014 Regular Session Act 204, Enacted October 31, 2014 P.S.  
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### Pennsylvania Statutes, Annotated by LexisNexis > PENNSYLVANIA STATUTES > TITLE 68. REAL AND PERSONAL PROPERTY > CHAPTER 26. ABANDONED AND BLIGHTED PROPERTY CONSERVATORSHIP ACT

#### § 1109. Sale of property

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- (a) **SALE BY OWNER OR LIENHOLDER.--** If a property subject to conservatorship is sold by the owner or foreclosed upon by a lienholder or if any interest therein is transferred, such sale, foreclosure or transfer shall be subject to the conservatorship.
- (b) **SALE BY CONSERVATOR.--** Upon application of the conservator, the court may order the sale of the property if the court finds that:
- (1) Notice and an opportunity to provide comment to the court was given  
  
to each record owner of the property and each lienholder.
  - (2) The conservator has been in control of the building for more than three months and the owner has not successfully petitioned to terminate the conservatorship under section 10.
  - (3) The terms and conditions of the sale are acceptable to the court, and the buyer has a reasonable likelihood of maintaining the property.
- (c) **SALE FREE AND CLEAR.--**
- (1) The court may authorize the conservator to sell the building free and clear of all liens, claims and encumbrances, provided that the proceeds of the sale are distributed pursuant to subsection (d) at settlement.
  - (2) In the event that the proceeds of the sale are insufficient to pay all existing liens, claims and encumbrances, the proceeds shall be distributed according to the priorities set forth in subsection (d) and all unpaid liens, claims or encumbrances which have not been assumed under section 8(d) shall be extinguished.
- (d) **DISTRIBUTION.--** The proceeds of the sale shall be applied in accordance with the following priorities to:
- (1) All court costs.
  - (2) Liens of the Commonwealth, liens for unpaid property taxes and properly recorded municipal liens.
  - (3) Costs and expenses of sale.
  - (4) Principal and interest on any borrowing or incurrence of indebtedness granted priority over existing liens and security interest under section 8(b).
  - (4.1) Costs incurred by the petitioner in preparing and filing the petition in accordance with the requirements of section 4.
  - (5) Costs of rehabilitation and any fees and expenses incurred by the conservator in connection with the sale or the safeguarding of the

property for which the lien authorized under section (5)(g) was filed.

- (6) Valid liens and security interests in accordance with their priority.
  - (7) Any unpaid obligations of the conservator.
  - (8) Deleted by 2014, Oct. 22, P.L. 2557, No. 157, § 5, effective in 60 days Dec. 22, 2014§.
  - (9) The owner.
- (e) **OWNER'S PROCEEDS AS UNCLAIMED PROPERTY.--** In the event the owner cannot be located, any proceeds from the sale which belong to the owner shall be presumed to be abandoned and unclaimed and shall be subject to the custody and control of the Commonwealth pursuant to Article XIII.1 of the act of April 9, 1929 (P.L. 343, No. 176), known as The Fiscal Code.

## History

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Act 2008-135 (H.B. 2188), P.L. 1672, § 9, approved Nov. 26, 2008, eff. in 90 days; Act 2014-157 (H.B. 1363), P.L. 2557, § 5, approved Oct. 22, 2014, eff. in 60 days.



## 68 P.S. § 1110

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CONSERVATORSHIP ACT**

### § 1110. Termination of conservatorship

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Upon request of a party in interest or the conservator, the court may order the termination of the conservatorship if it determines:

- (1) the conditions that were the grounds for the petition and all other  
  
code violations have been abated or corrected, the obligations, expenses and improvements of the conservatorship, including all fees and expenses of the conservator, have been fully paid or provided for and the purposes of the conservatorship have been fulfilled;
- (2) the owner, mortgagee or lienholder has requested the conservatorship be terminated and has provided adequate assurances to the court that the conditions that constituted grounds for the petition will be promptly abated, all obligations, expenses and improvements of the conservatorship, including all fees and expenses of the conservator, have been fully paid or provided for and the purposes of the conservatorship have been fulfilled;
- (3) the building has been sold by the conservator and the proceeds distributed in accordance with section 9(d); or
- (4) the conservator has been unable, after diligent effort, to present a plan that could be approved under section 6(b)(3) or to implement a previously approved plan or, for any reason, the purposes of the conservatorship cannot be fulfilled.

### History

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Act 2008-135 (H.B. 2188), P.L. 1672, § 10, approved Nov. 26, 2008, eff. in 90 days.

PENNSYLVANIA STATUTES, ANNOTATED BY LEXISNEXIS®

## 68 P.S. § 1111

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REAL AND PERSONAL PROPERTY > CHAPTER 26. ABANDONED AND BLIGHTED PROPERTY  
CONSERVATORSHIP ACT**

### § 1111. Applicability

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- (a) **GENERAL INAPPLICABILITY.--** This act shall not apply to commercial and residential buildings, structures or land owned by or held in trust for the Federal Government and regulated under the United States Housing Act of 1937 (50 Stat. 888, 42 U.S.C. § 1437 et seq.) and regulations promulgated under that act.
- (b) **INAPPLICABILITY TO SERVICE MEMBERS.--** This act shall not apply if the property owner has vacated the property in order to perform military service in time of war, armed conflict or in order to assist with relief efforts during a declared Federal or State emergency as a member of the United States Armed Forces or its reserve component.

### History

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Act 2008-135 (H.B. 2188), P.L. 1672, § 11, approved Nov. 26, 2008, eff. in 90 days.

PENNSYLVANIA STATUTES, ANNOTATED BY LEXISNEXIS®

# Exhibit B

11-E-93

## THIS INDENTURE

BLOCK AND LOT NUMBER  
11-E-93  
DATE: 7-2-2000  
Mary W. Dalrymple

Made the 6<sup>TH</sup> day of July, 2000

**BETWEEN** Gloria Long, married ("Grantor(s)")

*And*

James A. McGuire ("Grantee(s)")

*Witnesseth*, that the said party of the first part, in consideration of Twelve Thousand Five Hundred and 00/100 DOLLARS to her now paid by the said party of the second part, do grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns,

**ALL** that certain lot or piece of ground situate in the Third Ward, City of Pittsburgh, County of Allegheny and State of Pennsylvania, being more particularly bounded and described as follows, to-wit:

Beginning at a point on the northerly side of Fifth Avenue, distant one hundred forty and no/100 (140.00) feet eastwardly from the easterly line of Dinwiddie Street; thence in a northerly direction, by a line parallel with Dinwiddie Street, a distance of one hundred thirty two and 17/100 (132.17) feet to a point; thence in an easterly direction by a line parallel with Fifth Avenue, a distance of forty-five feet eight inches (45' 8") to a point on the line of property now or formerly of S. Goldstrom; thence along line of property now or formerly of Goldstrom in a southerly direction, one hundred thirty-two and 18/100 (132.18) feet a point on the northerly line of Fifth Avenue; thence along the northerly line of Fifth Avenue, in a westerly direction, forty four feet three and seven eights inches (44' 3-7/8th") to a point at the place of beginning.

Being designated as Lot and Block: 11 E 93

Being the same premises conveyed to Gloria Long and Leon Pettegrew by deed of Marguerite Bell, dated June 4, 1982 and recorded in DBV 6483, page 450. The said Leon Pettegrew died ~~12-16-1999~~

With the appurtenances: **To Have and To Hold** the same unto and for the use of the said party of the second part his heirs and assigns forever,

And the said party of the first part

DBV 10817PG563

For herself/her heirs, executors and administrators covenant her with the said party of the second part her heirs and assigns against all lawful claimants generally the same and every part thereof to Warrant and Defend.

**NOTICE: THIS DOCUMENT MAY NOT/DOES 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/HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AN 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.** (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.)

Witness the hand(s) and seal(s) of the said party of the first part.

Witness:

Gloria Long

NOTICE: THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) 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.

Witness:

\_\_\_\_\_  
James A. McGuire  
\_\_\_\_\_

State of CA

County of Orange

On this the 6 day of July, 2000, before me a notary public, the undersigned officer, personally appeared Gloria Long known to me (or satisfactorily proven) to be the person(s) whose name(s) are/is subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

*In Witness Whereof*, I hereunto set my hand and official seal.

My commission expires:

  
Notary Public

STATE OF  
COUNTY OF



DBV10817PG565

On this, the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, a notary public, the undersigned officer, personally appeared

known to me (or satisfactorily proven) to be the person whose name subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

My commission expires:


\_\_\_\_\_  
NOTARY PUBLIC

**Certificate of Residence**

I, The Undersigned do hereby certify that grantees precise residence is

1817 5<sup>th</sup> Avenue, Pgh., PA 15219

Witness my hand this 7th day of July, 2000.



MAIL TO:

Pennsylvania Land Titles  
101 North Meadows Drive, Suite 135  
Wexford, PA 15090

DBV 10817PG566

ALLEGHENY COUNTY RECORDER  
MICHAEL A. DELLA VECCHIA

00 JUL 18 PM 12:21

*Michael A. Della Vecchia*

RECORDED	NUMBER
FROM:	
GLORIA LONG	
TO:	
JAMES A. MCGUIRE	
DEED	<i>268 X</i>
MAIL TO:	<i>MB-532-1238</i>
JAMES A. MCGUIRE 1817 5TH AVENUE PITTSBURGH, PA 15219	
RICHARD L. NEFF ATTORNEY AT LAW 101 N. MEADOWS DRIVE SUITE 135 WEXFORD, PA 15090	

Jul 18 00 10 63 92

DEED REGISTRY  
COUNTY OF ALLEGHENY  
00 AUG 1 - 9 11 37

Allegheny County-Realty Transfer Tax Stamp  
 Michael A Della Vecchia, Recorder  
 Date: 07/18/2010 Time: 12:13:50 on Affix N  
 Stamp No: 2000-077621 Value: 12,500  
 3 RD CITY OF PITTSB Location: 11E93  
 COMMONWEALTH OF PENNSYLVANIA  
 CITY OF PITTSBURGH  
 PITTSBURGH SCHOOL DISTRICT  
 By: ERS NB 532 Total 46.25

DBV10817PG567

# Exhibit C1

Parcel ID : 0011-E-00093-0000-00  
Property Address : 1817 5TH AVE  
PITTSBURGH, PA 15219

Municipality : 103 3rd Ward - PITTSBURGH  
Owner Name : MCGUIRE JAMES A

School District :	Pittsburgh	Neighborhood Code :	10301
Tax Code :	Taxable	Owner Code :	Regular
Class :	Residential	Recording Date :	
Use Code :	SINGLE FAMILY	Sale Date :	7/18/2000
Homestead :	No	Sale Price :	\$12,500
Farmstead :	No	Deed Book :	10817
Clean And Green	No	Deed Page :	563
Other Abatement :	No	Lot Area :	5,946 SQFT

## 2020 Full Base Year Market Value

Land Value	\$45,100
Building Value	\$10,400
Total Value	\$55,500

## 2020 County Assessed Value

Land Value	\$45,100
Building Value	\$10,400
Total Value	\$55,500

## 2019 Full Base Year Market Value

Land Value	\$45,100
Building Value	\$10,400
Total Value	\$55,500

## 2019 County Assessed Value

Land Value	\$45,100
Building Value	\$10,400
Total Value	\$55,500

## Address Information

Owner Mailing : PO BOX 672146  
HOUSTON , TX 77267-2146



# Exhibit C2

Parcel ID : 0011-E-00093-0000-00

Municipality : 103 3rd Ward - PITTSBURGH

Property Address : 1817 5TH AVE

Owner Name : MCGUIRE JAMES A

PITTSBURGH, PA 15219

## Residential Building Information

Use Code :	SINGLE FAMILY	Total Rooms :	11	Basement :	Full
Style :	OLD STYLE	Bedrooms :	6	Grade :	C+
Stories :	2	Full Baths :	1	Condition :	UNSOUND
Year Built :	1910	Half Baths :	1	Fireplace(s) :	0
Exterior Finish :	Brick	Heating/Cooling :	Central Heat	Basement :	0
Roof Type :	SHINGLE			Garage :	
				Living Area :	2,176 SqFt

# Exhibit C3

Parcel ID : 0011-E-00093-0000-00  
Property Address : 1817 5TH AVE  
PITTSBURGH, PA 15219

Municipality : 103 3rd Ward - PITTSBURGH  
Owner Name : MCGUIRE JAMES A

## Pay Taxes

### Pay Taxes Online

[Click to Pay](#)

#### Tax Bill Mailing Address:

MCGUIRE JAMES A  
17402 WILTON PARK CT  
SPRING TX  
77379

### Subscribe/Unsubscribe to eBilling

[Click to Subscribe/Unsubscribe](#)

By enrolling in eBilling, you will receive your property tax bill via email for the following calendar year.

**(MUST be enrolled by December 31st for the next tax year.)**

If your taxes are currently being paid through an escrow account with your mortgage company, you cannot subscribe to eBilling.

Net Tax Due April 30, 2020	\$257.27
Gross Tax Due May 31, 2020	\$262.52
Millage Rate:	4.73
Taxable Market Value:	\$55,500
Code and Line:	103 00345 6

Pay Taxes Online or mail payments to:

John K. Weinstein, County Treasurer  
Room 108 Courthouse  
436 Grant Street  
Pittsburgh, PA 15219-2497

Year	Paid Status	Tax	Penalty	Interest	Total	Date Paid
------	-------------	-----	---------	----------	-------	-----------

2020	UNPAID	\$257.27	\$0.00	\$0.00	\$257.27	
2019	UNPAID	\$262.52	-----	See Below and Contact Jordan Tax Service at 412-835-5243		
2018	PAID	\$262.52	\$13.13	\$21.00	\$296.65	1/9/2019
2017	PAID	\$262.52	\$13.13	\$21.00	\$296.65	12/28/2017

**Important Notice**

The data viewed on this page is for informational purposes only and should not be considered a true and final certified account summary for property closings. Payments posted to the current tax year file may be removed at any time during that year pending proof of erroneous payment. Furthermore, payments found to be insufficient may be removed within 45 days of posting. The actual proof of payment of all real estate taxes belongs to the owner of record.

A four (4) year tax certification bearing the official seal of the Allegheny County Treasurer's Office that verifies payment can be obtained from the Treasurer's Office (412-350-4100). A \$25.00 fee is required for each property certification requested.

In 1997 and 1998, Allegheny County sold certain real estate tax liens to GLS Capital, Inc. For information, contact GLS Capital, Inc. at (412) 672-7200.

**\*\*PLEASE BE ADVISED** that Allegheny County has appointed Jordan Tax Service, Inc. to collect delinquent/liened Allegheny County real estate taxes which have not been sold to GLS. Pursuant to County Ordinance 02-04-OR, a collection commission of ten percent (10%) plus postage and other collection charges, expenses, and fees are recoverable as part of the taxes collected: (1) for tax years 2004 and prior; and (2) for tax years 2005 and after if not paid-in-full by December 31 of the year the taxes first became due and payable.

For payment amount or information concerning delinquent/liened Allegheny County real estate taxes, please contact Jordan Tax Service, Inc. at (412) 835-5243.

□ □ □ □ □ □

# Exhibit C4

Parcel ID : 0011-E-00093-0000-00

Municipality : 103 3rd Ward - PITTSBURGH

Property Address : 1817 5TH AVE

Owner Name : MCGUIRE JAMES A

PITTSBURGH, PA 15219

Deed Book : 10817

Deed Page : 563

Owner	Sale Date	Sale Price
MCGUIRE JAMES A	7/18/2000	\$12,500
GLORIA LONG & LEON PETTEGREW	6/11/1982	\$10,500

Not all previous owners are listed on this page, nor is their information necessarily complete. The assessment system doesn't contain a complete sales history for every property and every sale. For complete sale/owner history you must do a deed search at the [Department of Real Estate](#).

# Exhibit C5

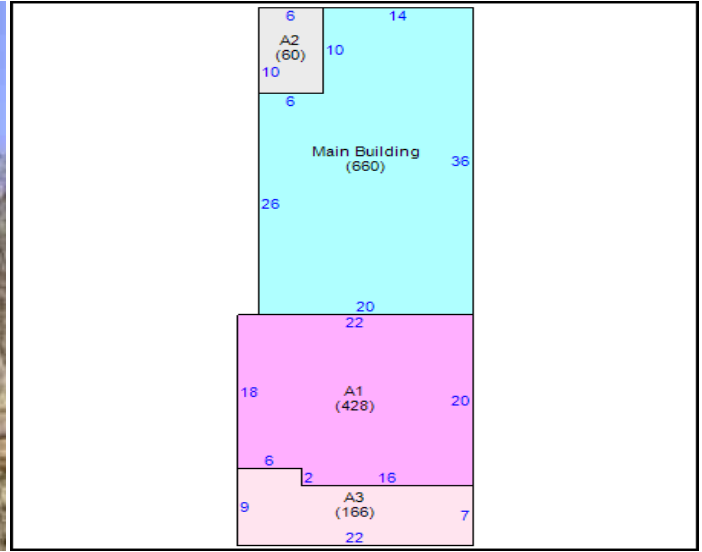
Parcel ID : 0011-E-00093-0000-00

Municipality : 103 3rd Ward - PITTSBURGH

Property Address : 1817 5TH AVE

Owner Name : MCGUIRE JAMES A

PITTSBURGH, PA 15219



Main Building		660 Sq. Ft.
A1	Full Basement (conv main bldg) 1 story masonry Upper story masonry	428 Sq. Ft.
A2	Porch Masonry - Open	60 Sq. Ft.
A3	Porch Frame - Open	166 Sq. Ft.

# Exhibit C6

Parcel ID : 0011-E-00093-0000-00  
Property Address : 1817 5TH AVE  
PITTSBURGH, PA 15219

Municipality : 103 3rd Ward - PITTSBURGH  
Owner Name : MCGUIRE JAMES A

Data displayed on this map is for informational purposes only. It is not survey accurate and is meant to only show a representation of property lines.

Print

Note: This button uses pop-ups. Please click help button for further printing instructions.



# Exhibit D

## LEGAL DESCRIPTION

**ALL** that certain lot or piece of ground situate in the Third Ward, City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being more particularly bounded and described as follows, to-wit:

**BEGINNING** at a point on the northerly side of Fifth Avenue, distant one hundred forty and no/100 (140.00) feet eastwardly from the easterly line of Dinwiddie Street; thence in a northerly direction, by a line parallel with Dinwiddie Street, a distance of one hundred thirty two and 17/100 (132.17) feet to a point; thence in an easterly direction by a line parallel with Fifth Avenue, a distance of forty-five feet eight inches (45' 8") to a point on the line of property now or formerly of S. Goldstrom; thence along line of property now or formerly of Goldstrom in a southerly direction, one hundred thirty-two and 18/100 (132.18) feet a point on the northerly line of Fifth Avenue; thence along the northerly line of Fifth Avenue, in a westerly direction, forty four feet three and seven eights inches (44' 3-7/8th") to a point at the place of beginning.

Tax ID / Parcel No. 11-E-93



# Exhibit D1

Passport Settlement Services, LLC  
329 Forest Grove Rd, Suite 204,  
Kennedy Twp., PA 15108  
Phone: 412-279-7179 Ext.201  
Fax: 412-420-6897

## COMMITMENT FOR TITLE INSURANCE

Fidelity National Title Insurance Company

### Schedule A

1. Commitment Date: **09/13/2019**
2. Policy or Policies to be issued:
  - A. Policy to be Issued:  
ALTA Owners 2006 (as modified by TIRBOP)  
**Proposed Insured: Uptown Partners of Pittsburgh**  
**Amount of Insurance: TO BE DETERMINED**
3. The estate or interest in the Land described or referred to in this Commitment is:  
  
**Fee Simple**
4. The Title is, at the Commitment Date, vested in:  
  
**James A. McGuire**
5. The Land is described as follows in Schedule C attached hereto and made part hereof.

For Information Purposes Only:  
1817 5th Avenue  
Pittsburgh City  
Allegheny County, PA

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I Requirements; and Schedule B, Part II Exceptions; and a counter signature by the Company or its issuing agent that may be in electronic form.*





## Schedule B, Part 1 Requirements

PLEASE BE ADVISED THAT A CONTINUATION SEARCH WILL BE MADE AT THE TIME OF CLOSING TO UPDATE THE EFFECTIVE DATE OF THE COMMITMENT AND THAT THE EARLIER EFFECTIVE DATE SHOWN AT THE BEGINNING OF THIS COMMITMENT WILL NOT AFFECT THE DATE OF COVERAGE OF THE POLICY. THE DATE OF THE POLICY WILL BE THE DATE OF RECORDING OF THE INSURED INSTRUMENT AND WILL COVER THE GAP BETWEEN THE LAST DATE COVERED BY THE OFFICIAL RECORD AT THE TIME OF CLOSING AND THE DATE OF RECORDING.

All of the following requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Report who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - A. **DEED FROM:** James A. McGuire, a single person  
**TO:** Uptown Partners of Pittsburgh
5. Possible unfiled mechanics liens and municipal claims.
6. Terms of any unrecorded lease or rights of parties in possession.
7. Proof that all natural persons in this transaction are of full age and legally competent.
8. Proof of identity of parties as set forth in Recital.
9. **POWERS OF ATTORNEY:** If any party to the settlement intends to use a Power of Attorney at settlement, a copy of such Power of Attorney must be submitted for review in advance of settlement. Failure to comply with this requirement may result in the postponement of the settlement. Acceptability of the Power of Attorney for purposes of completion of settlement is within the discretion of the insurer.
10. Proof to be provided that any individuals holding record title have not, subsequent to acquisition of title, been a party to any divorce proceedings, whether currently ongoing or completed prior to the transaction that is the subject of this form. In the event such divorce proceedings have occurred, same to be examined and possible additional exceptions and requirements to be added. This requirement applies only to individuals and is not applicable if record owner is an LLC, LP, Corporation or other business entity.

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## **Schedule B, Part 1 Requirements continued**

If James A. McGuire is married, proof to be furnished that no divorce proceedings have been commenced. If an action has been instituted, then spouse must join in present deed to be insured.

11. Information must be furnished concerning the Social Security Number(s) and/or the Tax Identification Number(s) and future addresses of grantors for the completion of Substitute Form 1099 at the Closing of Transaction.
12. Proof that no parties to this transaction are involved in bankruptcy proceedings; if bankruptcy has been filed, same to be examined; possible additional requirements/exceptions to be added.
13. Satisfactory evidence should be provided that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor material.
14. TAXES:  
Receipts for Township, County and School Taxes for the three prior years to be produced.  
Township, County and School Taxes for the current year 10/02/2019  
Assessment \$55,500.00  
Tax ID / Parcel No. 11-E-93
15. WATER, STORMWATER AND SEWER RENTS:  
Receipts for Water, Stormwater (if applicable) and Sewer Rents for the three prior years to be produced.  
Water, Stormwater and Sewer Rents for the current year 10/02/2019.
16. MECHANICS CLAIMS: NONE
17. MUNICIPAL LIEN:  
  - A. Plaintiff: Pittsburgh Water and Sewer Authority  
Defendant: James A. McGuire  
Filed: December 2, 2009 No. GD-09-022411 in the amount of \$1,752.76
18. MORTGAGES:  
  - A. Amount: \$5,000.00  
Mortgagor: Leon Pettegrew  
Mortgagee: Marguerite Bell  
Dated: June 4, 1982 and Recorded June 4, 1982 in Mortgage Book Volume 7178 Page 496.

NOTE: If the lien of the above mortgage is to be satisfied or released, a properly executed and acknowledged satisfaction or release must be submitted at closing. THE COMPANY WILL NOT CLOSE THIS TRANSACTION UNLESS THIS REQUIREMENT IS SATISFIED.

### 19. JUDGMENTS:

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ALTA Commitment (08-01-2016)

**81C276B**



## **Schedule B, Part 1 Requirements continued**

- A. Plaintiff: Allegheny County Court Records - Criminal Division  
Defendant: James McGuire [D.O.B 2/12/1970]  
Filed: February 6, 2002 No. CC-01-017889 in the amount of \$735.50
- B. Plaintiff: Allegheny County Court Records - Criminal Division  
Defendant: James McGuire [D.O.B 2/12/1970]  
Filed: September 1, 2010 No. CC-10-000925 in the amount of \$921.90
- C. Plaintiff: Allegheny County Court Records - Criminal Division  
Defendant: James McGuire [D.O.B 8/31/1972]  
Filed: November 3, 2000 No. CC-00-007015 in the amount of \$763.62
- D. Plaintiff: Allegheny County Court Records - Criminal Division  
Defendant: James McGuire [D.O.B 2/12/1970]  
Filed: January 12, 2001 No. CC-00-010933 in the amount of \$2,086.75

### 20. SCI FA SUR TAX LIEN:

- A. Plaintiff: Allegheny County  
Defendant: James A. McGuire  
Filed: June 11, 2007 No. GD-07-012214 in the amount of \$2,847.65

### 21. COMPLAINT IN DIVORCE:

- A. Plaintiff: James A. McGuire  
Defendant: Joyce L. McGuire  
Filed: May 18, 2005 No. FD-05-008011

### 22. U.S. Bankruptcy Court, Western District of Pennsylvania - No Open Cases Found

23. Names of all relevant parties to the within real estate transaction to be searched prior to closing to verify that they are not Specially Designated Nationals subject to the provisions of President's Executive Order Targeting Terrorist Assets.

24. Owner's Affidavit on Company form to be executed by sellers or mortgagors and filed with Company.

25. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

26. Prior to settlement, search of statewide support lien system (<http://www.childsupport.state.pa.us>) to be performed to determine the existence of support arrearages, if any. Company or its Agent to be provided with social security numbers of all

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ALTA Commitment (08-01-2016)

**81C276B**



## **Schedule B, Part 1 Requirements continued**

natural persons that are a party to the transaction so that this search can be performed by the closing officer no more than 30 days in advance of closing.

27. Letter must be furnished from the Municipality and/or Municipal Authority showing that there are no unfiled municipal liens or claims.

28. Purchase money mortgages or notes, if any, must be disclosed to the Company.

29. Last Insured: Pennsylvania Land Titles; No. ; Dated: July 18, 2000; Amount: \$12,500.00.

30. The following note is for Informational Purposes Only:

The following deed(s) affecting said land were recorded within six (6) months of the date of this report: NONE

31. A certificate of Zoning Classification and Legality of Use from the City of Pittsburgh Zoning Administrator, must be submitted.

32. NOTE: EFFECTIVE JULY 5, 2006 THE CITY OF PITTSBURGH REQUIRES A DYE TEST FOR THE SALE OF PROPERTIES CONNECTED TO A "SANITARY ONLY" SEWER SYSTEM.

33. Possible additional Company approvals, which approvals depend on liability amount as shown on Schedule A, currently designated as TBD.

34. As to Uptown Partners of Pittsburgh:

- a. Articles of Incorporation or Charter of Uptown Partners of Pittsburgh.
- b. Proof that the Charter of Uptown Partners of Pittsburgh is still in full force and effect.
- c. By-Laws of Uptown Partners of Pittsburgh.
- d. Consent of governing body to this transaction, if required by By-Laws.
- e. Certified copy of resolution of Board of Directors showing the proper majority (depending upon the number of Directors -2/3's majority if less than 21 or simple majority if 21 or over) authorizing the acquisition of premises hereon and the execution of the instrument to be insured in accordance with articles and By-Laws of Uptown Partners of Pittsburgh.

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**81C276B**



## Schedule B, Part II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTIFY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Report Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession of the land not shown by the public record.
3. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Easements, encroachments, overlaps, shortages of area, boundary line disputes and other matters affecting title that an accurate and complete survey would disclose.
5. Real estate taxes for the current and prior tax years which are hereafter assessed and are not yet due and payable.
6. Oil and gas and minerals and all rights incident to the extraction or development of oil and gas or minerals heretofore conveyed, leased, excepted or reserved by instruments of record.
7. Coal and coal bed methane gas and mining rights and all rights incident to the extraction or development of coal or coal bed methane gas heretofore conveyed, excepted and reserved by instruments of record; the right of surface, lateral or subjacent support; or any surface subsidence.

NOTICE: "THIS DOCUMENT 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." [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]

8. All roads, public or private, affecting the premises.

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## Schedule C Description and Recital

ALL that certain lot or piece of ground situate in the Third Ward, City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being more particularly bounded and described as follows, to-wit:

Beginning at a point on the northerly side of Fifth Avenue, distant one hundred forty and no/100 (140.00) feet eastwardly from the easterly line of Dinwiddie Street; thence in a northerly direction, by a line parallel with Dinwiddie Street, a distance of one hundred thirty two and 17/100 (132.17) feet to a point; thence in an easterly direction by a line parallel with Fifth Avenue, a distance of forty-five feet eight inches (45' 8") to a point on the line of property now or formerly of S. Goldstrom; thence along line of property now or formerly of Goldstrom in a southerly direction, one hundred thirty-two and 18/100 (132.18) feet a point on the northerly line of Fifth Avenue; thence along the northerly line of Fifth Avenue, in a westerly direction, forty four feet three and seven eights inches (44' 3-7/8th") to a point at the place of beginning.

Tax ID / Parcel No. 11-E-93

Being the same premises which Marguerite Bell, widow by Deed dated June 4, 1982 and recorded June 4, 1982 in Allegheny County in Deed Book 6483 Page 450 conveyed unto Gloria Long and Leon Pettegrew, joint tenants with right of survivorship, in fee.

And the said Leon Pettegrew died on December 16, 1999.

Being the same premises which Gloria Long, married by Deed dated July 6, 2000 and recorded July 18, 2000 in Allegheny County in Deed Book Volume 10817 Page 563 conveyed unto James A. McGuire, in fee.

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ALTA Commitment (8-1-2016)

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Page 7 of 8



**NOTICES**

1. PLEASE BE ADVISED THAT Fidelity National Title Insurance Company ("COMPANY") AND Passport Settlement Services, LLC ("AGENT") HAVE NO KNOWLEDGE, TRAINING OR EXPERIENCE IN MATTERS THAT ARE UNRELATED TO TITLE INSURANCE, INCLUDING, BUT NOT LIMITED TO, SUCH MATTERS AS BULK SALE TRANSFERS, BULK SALE CLEARANCE CERTIFICATE REQUIREMENTS (IF APPLICABLE), ZONING/SUBDIVISION, STRUCTURAL REPAIRS, ENVIRONMENTAL, WATER INFILTRATION, WETLANDS, TERMITES OR ONSITE SEWAGE SYSTEMS, AND WE DO NOT INTEND TO, AND CANNOT, PROVIDE SERVICES OR ADVICE TO YOU ON SUCH MATTERS. IF YOU ARE FACED WITH ISSUES REGARDING SUCH MATTERS, YOU SHOULD CONSULT A LAWYER, ENGINEER, ARCHITECT OR OTHER APPROPRIATE CONSULTANT OR PROFESSIONAL OF YOUR CHOICE.
2. ALSO BE ADVISED THAT YOU MAY PURCHASE AT ADDITIONAL COST ENHANCED COVERAGES FROM THE BASIC POLICY OF TITLE INSURANCE. IF YOU WISH AN EXPLANATION OF THE ENHANCED COVERAGES AND THE COST FOR THESE ADDITIONAL COVERAGES, PLEASE CONTACT THE PARTY LISTED BELOW.
3. THE COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF INSURANCE REQUIRES THAT WE SEND THE FOLLOWING NOTICE TO YOU, OUR APPLICANT, PRIOR TO CLOSING. IF APPLICABLE, THE DEPARTMENT FURTHER REQUIRE THAT YOU, THE APPLICANT, FORWARD THIS NOTICE TO THE ULTIMATE CONSUMER IN ADVANCE OF THE DAY OF CLOSING:

YOUR TITLE INSURANCE FEE COVERS THE COST OF CLOSING ON THE INSURED REAL ESTATE PROPERTY IF IT TAKES PLACE DURING REGULAR OFFICE HOURS AND AT THE OFFICE OF THE TITLE INSURANCE AGENT OR UNDERWRITER. IF YOUR CLOSING TAKES PLACE AT A LOCATION OR TIME OF YOUR CHOOSING, OR THAT OF YOUR LENDER OR REALTOR, THE TITLE INSURANCE AGENT OR UNDERWRITER MAY IMPOSE AN ADDITIONAL CHARGE FOR THIS SPECIAL SERVICE. YOU MAY DETERMINE THE AMOUNT OF THIS ADDITIONAL CHARGE, IF ANY, BY CONTACTING THE PARTY LISTED BELOW.

Passport Settlement Services, LLC  
329 Forest Grove Rd, Suite 204  
Kennedy Twp., PA 15108  
Phone: 412-279-7179 Ext.201  
Fax: 412-420-6897

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ALTA Commitment (8-1-2016)

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Page 8 of 8



# Exhibit E1

Case Details - GD-07-012214

Allegheny County vs McGuire

<b>Filing Date:</b>	06/11/2007	<b>Case Type:</b>	Sci Fa sur Tax Lien
<b>Filing Time:</b>	2:00:30	<b>Court Type:</b>	General Docket
<b>Related Cases:</b>		<b>Current Status:</b>	Amended
<b>Consolidated Cases:</b>		<b>Jury Requested:</b>	No
<b>Judge:</b>	No Judge		
<b>Amount In Dispute:</b>	\$ 2847.65		

Property Information - Property Owner Mailing Address

Parties Count : 3

--Litigants--



LName	FName	MI	Type	Address	Initial Service Completion	Attorney
Allegheny County			Plaintiff	215 McKean Street Pittsburgh PA 15219	--	Michael G. McCabe
McGuire	James	A	Defendant	P.O. Box 22717 Houston TX 77227	--	--

Showing 1 to 2 of 2 rows

--Attorney--



LName	FName	MI	Type	Address	Phone
McCabe	Michael	G.	Plaintiff's Attorney	Jordan Tax Service Inc. 102 Rahway Road McMurray PA 15317	4128357317

Showing 1 to 1 of 1 rows

--Non Litigants--



No matching records found

Docket Entries Count : 3



Filing Date	Docket Type	Docket Text	Filing Party	Redacted Document
5/14/2008	Amended	& REISSUED WRIT OF SCIRE FACIAS SUR TAX CLAIM AND STATEMENT	Allegheny County	Document 3
7/6/2007	Sheriff Return	James A McGuire was served with Writ- SCI FA on 7/6/2007 by Served - Property Posted.		Sheriff Return
6/11/2007	<b>Praeipce - Sci Fa sur Tax Lien</b>	DTD-03-048026,DTD-03-110276,DTD-04-020280,DTD-05-014284,DTD-06-008256	Allegheny County	Document 1

Showing 1 to 3 of 3 rows



— Event Schedule Count : 0

Search



No matching records found

— Services Count : 1 Complete Service History

Search



Desc	Name	Service Address	Person Served	Served By	Service Date	Service Time	Status
Writ-SCI FA	James A McGuire	1817 5th Avenue Pittsburgh, PA 15219 Pittsburgh	James A McGuire	Dale Pugh	7/6/2007	18:40	Served - Job Property Posted

Showing 1 to 1 of 1 rows

# Exhibit E2

Case Details - GD-09-022411

Pittsburgh Water & Sewer Authority vs McGuire

<b>Filing Date:</b>	12/02/2009	<b>Case Type:</b>	Municipal Lien
<b>Filing Time:</b>	4:08:00	<b>Court Type:</b>	General Docket
<b>Related Cases:</b>		<b>Current Status:</b>	Praeipce - Sci Fa sur Muni
<b>Consolidated Cases:</b>		<b>Jury Requested:</b>	No
<b>Judge:</b>	No Judge		
<b>Amount In Dispute:</b>	\$ 1752.76		

Property Information - Property Owner Mailing Address

Parties Count : 3

--Litigants--



LName	FName	MI	Type	Address	Initial Service Completion	Attorney
Pittsburgh Water & Sewer Authority			Plaintiff	303 Pitt Building 213 Smithfield Street Pittsburgh PA 15222	--	Michael G. McCabe
McGuire	James	A	Defendant	P.O. Box 22717 Houston TX 77227	--	--

Showing 1 to 2 of 2 rows

--Attorney--



LName	FName	MI	Type	Address	Phone
McCabe	Michael	G.	Plaintiff's Attorney	Jordan Tax Service Inc. 102 Rahway Road McMurray PA 15317	4128357317

Showing 1 to 1 of 1 rows

--Non Litigants--



No matching records found

Docket Entries Count : 2



Filing Date	Docket Type	Docket Text	Filing Party	Redacted Document
12/6/2011	Praeipce - Sci Fa sur Muni		Pittsburgh Water & Sewer Authority	Document 2
12/2/2009	Municipal Lien		Pittsburgh Water & Sewer Authority	Document 1

Showing 1 to 2 of 2 rows

Event Schedule Count : 0



No matching records found

— Services Count : 0 Complete Service History



No matching records found

[Top](#)

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

PITTSBURGH WATER & SEWER  
AUTHORITY

Plaintiff,

vs.

MCGUIRE, JAMES A.

Defendant(s).

CIVIL DIVISION

No. GD-09-022411

Code: 111

Issue No.

WRIT OF SCIRE FACIAS SUR  
MUNICIPAL CLAIM AND STATEMENT

Filed on behalf of:  
PITTSBURGH WATER & SEWER  
AUTHORITY  
Plaintiff

Counsel of Record for this Party:

Michael G. McCabe, ESQUIRE  
Pa. I.D. #50042

Goehring, Rutter and Boehm  
Firm #102

c/o JORDAN TAX SERVICE, INC.  
P.O. BOX 200  
Bethel Park, PA 15102-0200  
(412) 835-7317

*CERTIFICATE OF LOCATION*

I hereby certify that the location of the real  
estate affected by this lien is:

City of Pittsburgh - Ward 3 (11-E-93)  
(Borough, City, Township, Ward)

Address: 1817 5TH AVENUE

PITTSBURGH WATER & SEWER  
AUTHORITY  
(Plaintiff)

Michael G. McCabe, Esquire  
(Attorney for Plaintiff)

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

PITTSBURGH WATER & SEWER	)	
AUTHORITY	)	
	)	
Plaintiff,	)	CIVIL DIVISION
	)	
vs.	)	No. GD-09-022411
	)	
MCGUIRE, JAMES A.	)	
	)	
	)	
Defendant(s).	)	
	)	

**NOTICE TO DEFEND**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Writ of Scire Facias Sur Municipal Claim and Statement are served, by entering a written appearance personally or by attorney and filing in writing with the court an Affidavit of Defense to the claims set forth against your property. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Writ of Scire Facias Sur Municipal Claim and Statement or for any claim or for any claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

**ACBA LAWYER REFERRAL SERVICE**  
**400 Koppers Building - 436 Seventh Ave.**  
**Pittsburgh, Pennsylvania, 15219**  
**(412)261-5555**

**FEDERAL FAIR DEBT COLLECTION PRACTICES ACT NOTICE**

Please be advised that pursuant to the Federal Fair Debt Collection Practices Act, this action is an attempt to collect a debt and any information obtained will be used for that purpose.

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

PITTSBURGH WATER & SEWER )  
AUTHORITY )

Plaintiff, )

vs. )

MCGUIRE, JAMES A. )

Defendant(s). )

CIVIL DIVISION

No. GD-09-022411

**WRIT OF SCIRE FACIAS SUR MUNICIPAL CLAIM AND STATEMENT**

**PRAECIPE**

TO: DEPARTMENT OF COURT RECORDS

Kindly issue a Writ of Scire Facias Sur Municipal Claim in the above-captioned matter.

Dated: \_\_\_\_\_

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

Michael G. McCabe  
c/o JORDAN TAX SERVICE, INC.  
P.O. BOX 200  
Bethel Park, PA 15102-0200

**WRIT OF SCIRE FACIAS SUR MUNICIPAL CLAIM**

The Commonwealth of Pennsylvania to: MCGUIRE, JAMES A., owner(s) or reputed owner(s) with notice to heirs and assigns (hereinafter the Defendant(s)).

**GREETINGS:**

**WHEREAS**, the Pittsburgh Water & Sewer Authority, Plaintiff, (a “Municipality” as that term is defined in 53 P.S. § 7101) filed a Municipal Claim (hereinafter “Claim”) at the above-referenced General Docket Number (“No. GD”) in the Department of Court Records of our Court of Common Pleas of Allegheny County, First Floor, City-County Building, Pittsburgh, Pennsylvania 15219 (hereinafter “Department of Court Records”). The Claim detail is provided on Exhibit “A” attached hereto.

**WHEREAS**, the Claim is for unpaid SEWER RENTAL fees (hereinafter "Municipal Obligation") against that certain property situate within the City of Pittsburgh - Ward 3, County of Allegheny, Commonwealth of Pennsylvania, described as follows: Block and Lot 11-E-93, known as 1817 5TH AVENUE (hereinafter "Property"), owned or reputed to be owned by the Defendant(s).

**WHEREAS**, the Plaintiff herein is the Pittsburgh Water & Sewer Authority, (hereinafter "Plaintiff").

**WHEREAS**, the Claim includes the face amount of the unpaid Municipal Obligation together with penalties, interest, costs, (which costs include charges, expenses, and fees for the filing, transfer, revival, satisfaction, and enforcement of the Claim) and attorney fees, plus the costs of this proceeding (hereinafter "Record Costs")

**WHEREAS**, Plaintiff has detailed on Exhibit "A" and described in the Statement the whole Claim (referred to by Plaintiff as the "BALANCE DUE") including the face, penalty, interest, costs and attorney fees for the unpaid Claim. Record Costs will be added. Both Exhibit "A" and the Statement are attached hereto and are made a part hereof.

**WHEREAS**, we understand that said Claim is still due and unpaid, and remains a lien against the Property.

**NOW THEREFORE**, you are hereby notified to file your affidavit of defense to said Claim, if defense you have thereto, in the Department of Court Records, within twenty (20) days after the service of this Writ upon you. If no affidavit of defense is filed within said time, judgment may be entered against you for the whole Claim, including all applicable penalties, interest, costs and attorney fees plus the Record Costs of this proceeding and the Property described in the Claim be sold to recover the amount thereof.

**WITNESS**, the **Honorable Donna Jo McDaniel**, President Judge of our said Court, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

\_\_\_\_\_  
DEPARTMENT OF COURT RECORDS

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

PITTSBURGH WATER & SEWER	)	
AUTHORITY	)	
	)	
Plaintiff,	)	CIVIL DIVISION
	)	
vs.	)	No. GD-09-022411
	)	
MCGUIRE, JAMES A.	)	
	)	
	)	
Defendant(s).	)	
	)	

**STATEMENT**

Plaintiff, by and through its attorneys, Michael G. McCabe, Esquire and Goehring, Rutter and Boehm, caused to be issued the foregoing Writ of Scire Facias Sur Municipal Claim (hereinafter “Writ of Scire Facias”) which is incorporated herein and made a part hereof and in support thereof avers the following:

1. Plaintiff, a Municipality, is organized and existing under the laws of the Commonwealth of Pennsylvania, is situate in the County of Allegheny, and its duly appointed collector for the Claim which is the subject to this proceeding is % Jordan Tax Service, Inc., 102 Rahway Rd, McMurray, Pennsylvania 15317-3349.
2. Defendant(s) has a last known address of 17402 WILSON PARK COURT, SPRING, TX 77379-4678.
3. Defendant(s) is the record owner of the Property.
4. A Claim has been filed by the Plaintiff in the Department of Court Records against the Property resulting from the non-payment of the Municipal Obligation.
5. The Municipal Obligation which comprises the Claim was legally levied and assessed by the Plaintiff.



6. The **BALANCE DUE** for the Claim, as set forth on Exhibit “A” is \$3,007.60 (hereinafter “**BALANCE DUE**”) which includes the face, penalty, interest, costs and attorney fees through the Balance Due date provided on Exhibit “A”.

7. The Defendant(s) has failed and refused to pay the Claim although now due and payable.

8. The Claim detail for the Claim listed on the attached Exhibit “A” is generally described as follows:

a. “**Docket No.**” (“Docket Number”) identifies the location of the filed Claim in the Department of Court Records;

b. “**Date Filed**” refers to the date on which the Claim was filed in the Department of Court Records. Thereafter the Claim was indexed at the Docket No.;

c. “**Interest From**” is the date from which Interest began to accumulate;

d. “**Liened Name**” means the name of the owner or reputed owner of the Property at the time the Municipal Obligation first became due;

e. “**Face Amount**” refers to the Claim amount listed at the Docket No.;

f. “**Penalty**” is a one-time charge of five (5%) percent of the Face Amount which is added to the Claim on the Date Filed;

g. “**Interest**” accumulates on the Face Amount of the Claim. Interest is calculated through the Balance Due date listed on Exhibit “A”. Interest will continue to accumulate at a rate of ten percent (10 %) per annum (.8333 % per month) on the first day of each succeeding month for the entire month, or part thereof, in which full payment of the Claim is received. There is no per diem rate of interest;

h. “**Costs**” is the sum of those charges, expenses, and fees for the filing, revival, transfer, satisfaction, and enforcement of the Claim. The amount listed in the Cost column of Exhibit “A” does not include the Record Costs of this proceeding;

i. **“Servicing Expense”**. Servicing Expense of ten percent (10%) of the Face Amount, Penalty, and Interest is the expense of third-party collection services provided to the Plaintiff. The Servicing Expense has been approved by legislative action of the Plaintiff;

j. **“Sub-Total”** is the sum of the Face Amount, Penalty, Interest, Costs, and Servicing Expense;

k. **“Postage Expense”**. Postage Expense is the sum of the cost and expense of all mailings relating to the Claim;

l. **“Attorney Fees/Expenses”** Attorney Fees for claims filed with the Department of Court Records prior to December 19, 1990 are 5% of the Face Amount. Additional Attorney Fees are imposed and collected on all municipal claims, municipal liens, writs of scire facias, judgments or executions on or after December 19, 1990 in accordance with the Act I of 1996 and Act 20 of 2003, 53 P.S. § 7106, and the schedule of Attorney Fees adopted by Plaintiff pursuant thereto in . Expenses include but are not limited to non-Sheriff service of process, title searches, title bringdowns, and any other expenses charged which are approved by applicable state and local law.

m. **“Record Costs”** are those charges, expenses, and fees relating to legal proceedings initiated by Plaintiff to recover the Claim. Record Costs are not included on Exhibit “A”. The Record Costs balance will be supplied to Defendant(s) upon request;

n. **“Less Payments Made”** is the sum of all partial payments made and held by Plaintiff on account but insufficient to pay the whole amount of the Claim;

o. **“BALANCE DUE”** or the “Whole Claim” is the sum of the (i) Face Amount, (ii) Penalty, (iii) Interest, (iv) Costs, (v) Attorney Fees/Expenses, and (vi) Postage Expense due Less Payments Made on account. The **BALANCE DUE** total is good only through the Balance Due date provided on Exhibit “A”. Record Costs are also due and owing.

9. Absent payment-in-full of the **BALANCE DUE** received by the Plaintiff on or before the Balance Due date set forth on Exhibit “A”, additional Interest, Costs, Attorney Fees and Servicing Expense (hereinafter collectively referred to as “Additional Amounts Due”) will accrue. Any Additional

Amounts Due, the **BALANCE DUE**, plus the Record Costs must be fully paid before this action will be marked settled and discontinued or satisfied and before the Claim will be considered to be paid-in-full and marked satisfied of record in the Department of Court Records. Additional Amounts Due and Record Costs will be added to any amendment and reissuance of the Writ of Scire Facias and to any future judgment, execution, or claim filed in this or in any other judicial or non-judicial proceeding which may affect the Claim due.

10. Interest for the unpaid Claim will continue to accumulate on the Face Amount at the rate of 10% per annum (.8333 % per month) as provided in paragraph 8(g) hereof unless a different rate is established by law.

11. This action is brought pursuant to the Municipal Claim and Tax Lien Law of 1923, Act of May 16, 1923, P.L. 207, as amended, 53 P.S. § 7101, et seq., and, where applicable, pursuant to the Pennsylvania Rules of Civil Procedure.

12. Notice of Plaintiff's intention to charge and collect Attorney Fees pursuant to the schedule of fees adopted by Plaintiff pursuant to Act 1 of 1996 and Act 20 of 2003, 53 P.S. §7106, was served upon Defendant(s) by certified mail, return receipt requested, or by United States first class mail if the certified mail was refused, unclaimed or the return receipt was not received by Plaintiff. True and correct copies of the signed certified mail card, if any, and the certified and/or first class mail notice(s) are attached hereto, collectively marked as Exhibit "B" and made a part hereof.

13. The **BALANCE DUE** comprises only the Claim identified in the Writ of Scire Facias. There may be one or more additional claims due to the Plaintiff herein which are not listed in the Writ of Scire Facias. While the payment of the **BALANCE DUE**, any Additional Amounts Due, and Record Costs will be sufficient to conclude this proceeding, additional proceedings may be initiated by Plaintiff to recover any other tax, tax claim, tax lien, municipal claim or municipal lien not included in the Writ of Scire Facias.

14. The Claim subject to this proceeding is only that of the Plaintiff and does not include any other tax, tax claim, tax lien, municipal claim, municipal lien or any other obligation which may be due and owing to any other claimant or municipality.

WHEREFORE, Plaintiff requests that the attached Writ of Scire Facias be issued by the Department of Court Records of Allegheny County and for judgment and execution thereon for Plaintiff's whole Claim, any Additional Amounts Due together with the Record Costs of this proceeding and the Property be sold to recover the amount thereof in the event that any portion thereof remains unpaid.

Respectfully Submitted,

Dated: \_\_\_\_\_

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



Michael G. McCabe, Esquire  
c/o JORDAN TAX SERVICE, INC.  
P.O. BOX 200  
Bethel Park, PA 15102-0200  
(412) 835-7317

© 2006 Michael G. McCabe, Esquire. Copyright claimed in text of  
Writ of Scire Facias Sur Municipal Claim and Statement

**VERIFICATION**

I, William R. Linnert, Jr., President of Jordan Tax Service, do hereby verify that I am agent of the Pittsburgh Water & Sewer Authority, Plaintiff, for the collection of unpaid municipal claims and that as such agent, am authorized to make this verification on behalf of Plaintiff and that the statements made in the foregoing Writ of Scire Facias Sur Municipal Claim and Statement are true and correct to the best of my information, knowledge, and belief. I understand that false statements hereunder are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

A handwritten signature in black ink, appearing to read "William R. Linnert, Jr.", is written above a horizontal line.

William R. Linnert, Jr., President  
Jordan Tax Service, Inc.

**EXHIBIT "A"**

JORDAN TAX SERVICE, INC.  
P.O. BOX 200  
BETHEL PARK, PA 15102-0200  
(412) 345-7961

DATE: 12/01/2011

MCGUIRE, JAMES A.   PITTSBURGH WATER & SEWER AUTHORITY  
17402 WILSON PARK COURT   LIENED            MCGUIRE, JAMES A.  
SPRING, TX 77379-4678   NAME:

FOR: SEWER RENTAL

DOCKET NO.:           GD-09-022411  
DATE FILED:           12/02/2009  
INTEREST FROM:       01/01/2010  
COMMENTS:            ACT NO. 141726   12/4/02-7/13/09  
CYCLES 0903; 0908-0911  
5/22/09-SANDRA CALLED; PMT PLAN OF  
\$45/MO APV; TP NOT SURE SHE CAN DO  
THAT; ADV LIEN WILL BE FILED; CANT  
GUARANTEE WHAT CAN HAPPEN W/PWSA;  
TP STATES DOES NOT HAVE S/O NOTICE;  
WILL C/B TO TELL US IF PMT PLAN CAN  
BE DONE OR NOT       KAC  
5/22/09-PER PWSA; WATER OFF       KAC  
JTS ACT 20 (2/26/10)  
JTS 10 DAY LETTER (4/7/10)  
7/6/10-STMT TO TP W/CONT       MAO  
PULLED FROM 7/30/10 TR SALE  
LEGAL PROCEEDINGS STARTED  
JTS 10 DAY LETTER (11/14/2011)  
BLOCK AND LOT:       11-E-93  
DESCRIPTION:          1817 5TH AVENUE  
                          LOT 44.32X132.17X45.67 RR FIFTH AVE  
                          2 STY BRK HSE 1817  
                          DBV 10817 PG 563   PBV N/A PG N/A

FACE AMOUNT	-----	1,752.76
PENALTY	-----	0.00
INTEREST	-----	241.62
COSTS	-----	70.00
SERVICING EXPENSE	-----	299.16
	-----	
SUB-TOTAL		2,363.54
POSTAGE EXPENSE		44.06
ATTORNEY FEES/EXPENSES		600.00
RECORD COSTS		0.00
LESS PAYMENTS MADE		0.00
	-----	
BALANCE DUE		3,007.60
	=====	

BALANCE DUE CALCULATED THRU 12/31/2011

CONTINUED (11-E-93)

STATEMENT DATE 12/1/2011

NOTICE: UNPAID BALANCE IS SUBJECT TO INTEREST AT THE RATE OF 10% PER YEAR. UNLESS PAID BY CASH, MONEY ORDER, OR CERTIFIED CHECK, ALLOW TWO WEEKS FOR PROCESSING.

\*\*\* DO NOT MAIL CASH \*\*\*

NO RECEIPT MAILED UNLESS A STAMPED ADDRESSED ENVELOPE IS ENCLOSED

-----  
MAKE CHECK PAYABLE TO:

-----  
PITTSBURGH WATER & SEWER AUTHORITY

MAIL TO:

-----  
JORDAN TAX SERVICE, INC.  
P.O. BOX 200  
BETHEL PARK, PA 15102-0200  
TEL: (412) 345-7961

JORDAN TAX SERVICE, INC.  
P.O. BOX 200  
BETHEL PARK, PA 15102-0200  
(412) 345-7961

November 14, 2011

Block/Lot # 100 11-E-93

MCGUIRE JAMES A  
17402 WILTON PARK COURT  
SPRING TX 77379-4678

**FINAL NOTICE 10 DAY - TAX CLAIM**

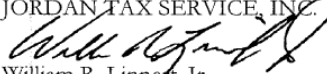
Dear Sir and/or Madam:

Enclosed is a copy of a 30-Day Notice previously forwarded to you by certified mail in accordance with Act 20 of 2003, 53 P.S. §7106. Also enclosed is an updated Statement.

Failure to contact us within ten (10) days of the date of this letter may result in the filing of a lawsuit. Attorney fees of at least \$450.00 plus court costs and Sheriff's fees will be added to the Debt if a lawsuit is filed. Additional attorney fees, court costs, Sheriff's fees, interest and servicing expenses will continue to accrue until the Debt is paid.

To avoid these additional amounts, you must appear in person or we must receive, by mail, full payment of the Debt. If you cannot pay the Debt in full, **please contact us. Reasonable payment options are available.**

Please be advised that pursuant of the Fair Debt Collections Practices Act, this letter is an attempt to collect a Debt and any information obtained will be used for that purpose.

Very truly yours,  
JORDAN TAX SERVICE, INC.  
  
William R. Linnert, Jr.

**FOR PAYMENT**

**MAKE CHECK PAYABLE TO:**  
**JORDAN TAX SERVICE, INC.**

**MAIL OR DELIVER TO:**  
Jordan Tax Service, Inc.  
P.O. Box 200  
Bethel Park, PA 15102-0200

\*\*\*NO RECEIPT MAILED UNLESS STAMPED ADDRESSED ENVELOPE IS ENCLOSED\*\*\*

**EXHIBIT "B"**



JORDAN TAX SERVICE, INC.  
P.O. BOX 200  
BETHEL PARK, PA 15102-0200  
(412) 345-7961

November 14, 2011

Block/Lot # 100 11-E-93

MCGUIRE JAMES A  
P.O.BOX 672146  
HOUSTON TX 77267

**FINAL NOTICE 10 DAY - TAX CLAIM**

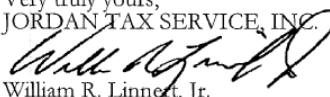
Dear Sir and/or Madam:

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Very truly yours,  
JORDAN TAX SERVICE, INC.  
  
William R. Linnett, Jr.

**FOR PAYMENT**

MAKE CHECK PAYABLE TO:  
**JORDAN TAX SERVICE, INC.**

MAIL OR DELIVER TO:  
Jordan Tax Service, Inc.  
P.O. Box 200  
Bethel Park, PA 15102-0200

\*\*\*NO RECEIPT MAILED UNLESS STAMPED ADDRESSED ENVELOPE IS ENCLOSED\*\*\*

JORDAN TAX SERVICE, INC.  
P.O. BOX 200  
BETHEL PARK, PA 15102-0200  
(412) 345-7961

November 14, 2011

Block/Lot # 100 11-E-93

MCGUIRE JAMES A  
1817 5<sup>TH</sup> AVE  
PITTSBURGH PA 15219

**FINAL NOTICE 10 DAY - TAX CLAIM**

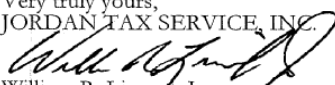
Dear Sir and/or Madam:

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Very truly yours,  
JORDAN TAX SERVICE, INC.  
  
William R. Linnert, Jr.

**FOR PAYMENT**

MAKE CHECK PAYABLE TO:  
JORDAN TAX SERVICE, INC.

MAIL OR DELIVER TO:  
Jordan Tax Service, Inc.  
P.O. Box 200  
Bethel Park, PA 15102-0200

\*\*\*NO RECEIPT MAILED UNLESS STAMPED ADDRESSED ENVELOPE IS ENCLOSED\*\*\*

JORDAN TAX SERVICE, INC.  
P.O. BOX 200  
BETHEL PARK, PA 15102-0200  
(412) 345-7961

November 14, 2011

Block/Lot # 100 11-E-93

MCGUIRE JAMES A  
PO BOX 22717  
HOUSTON TX 77227-2717

**FINAL NOTICE 10 DAY - TAX CLAIM**

Dear Sir and/or Madam:

Enclosed is a copy of a 30-Day Notice previously forwarded to you by certified mail in accordance with Act 20 of 2003, 53 P.S. §7106. Also enclosed is an updated Statement.

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Please be advised that pursuant of the Fair Debt Collections Practices Act, this letter is an attempt to collect a Debt and any information obtained will be used for that purpose.

Very truly yours,  
JORDAN TAX SERVICE, INC.  
  
William R. Linnert, Jr.

**FOR PAYMENT**

**MAKE CHECK PAYABLE TO:**  
**JORDAN TAX SERVICE, INC.**

**MAIL OR DELIVER TO:**  
Jordan Tax Service, Inc.  
P.O. Box 200  
Bethel Park, PA 15102-0200

\*\*\*NO RECEIPT MAILED UNLESS STAMPED ADDRESSED ENVELOPE IS ENCLOSED\*\*\*

**JORDAN TAX SERVICE, INC.  
P. O. BOX 200  
BETHEL PARK, PA 15102-0200  
(412) 345-7961**

February 26, 2010

Certified Mail Receipt # 7009-2250-0004-4385-0221  
Block/Lot # (100) 11-E-93

MCGUIRE JAMES A  
PO BOX 672146  
HOUSTON TX 77267

**FINAL NOTICE - 30 DAY MUNICIPAL CLAIM**

Dear Sir or Madam:

Jordan Tax Service, Inc. represents the Pittsburgh Water and Sewer Authority ("Municipality") and the Municipality has directed the commencement of collection proceedings for non-payment of water and sewer charges ("Debt") for the above-referenced property ("Property"). The Debt amount is detailed on the enclosed statement.

A Municipal Claim was previously filed with the Department of Court Records of Allegheny County resulting in a lien against the Property for non-payment of the Debt. Since the Debt remains unpaid, a lawsuit may be filed for collection of the Debt.

Pursuant to Act 1 of 1996, 53 P.S. §7106, the Municipality has adopted, by Ordinance or Resolution, a schedule of attorney fees which include fixed fees and hourly rate compensation for attorneys, their paralegals, and law clerks pursuing collection of the Debt on behalf of the Municipality.

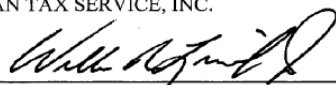
In addition to attorney fees, the Debt includes penalties, interest, costs, charges, expenses, and fees, all of which will continue to accrue until the Debt is paid-in-full. These additional amounts are all provided for by statute and ordinance or resolution and by law are part of the Debt owed.

Unless you dispute the validity of the Debt, or any portion thereof, within thirty (30) days after receipt of this notice, the Debt will be assumed to be valid. If you notify us, in writing, within the thirty (30) day period that the Debt, or any portion thereof, is disputed, we will obtain verification of the Debt and mail the same to you. Written communications must be sent to Jordan Tax Service, Inc., P. O. Box 200, Bethel Park, PA 15102-0200.

To avoid the filing of a lawsuit and the imposition of attorney fees as well as to avoid the accumulation of additional costs, interest, charges, expenses, and fees, you may appear in person or we must receive, by mail, full payment of the Debt set forth on the enclosed statement to the below address within thirty (30) days of your receipt of this Final Notice. If the Debt is disputed as outlined above, we will delay the initiation of legal proceedings until verification of the Debt is mailed to you. Please be advised that pursuant to the provisions of the Fair Debt Collections Practices Act, this letter is an attempt to collect a Debt and any information obtained will be used for that purpose.

Very truly yours,

JORDAN TAX SERVICE, INC.

  
\_\_\_\_\_  
William R. Linnert, Jr., President

\* \* \* \* \*  
**FOR PAYMENT**

**MAKE CHECK PAYABLE TO:**  
**JORDAN TAX SERVICE, INC.**

**MAIL OR DELIVER TO:**  
Jordan Tax Service, Inc.  
P. O. Box 200  
Bethel Park, PA 15102-0200

\*\*\* NO RECEIPT MAILED UNLESS STAMPED ADDRESSED ENVELOPE IS ENCLOSED \*\*

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MCGUIRE JAMES A  
PO BOX 672146  
HOUSTON TX 77267

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature  Agent  
*[Signature]*  Addressee
- B. Received by (Printed Name) *JAMES A MCGUIRE*
- C. Date of Delivery *12 March 2012*
- D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below  No



3. Service Type
- Certified Mail
  - Registered
  - Insured Mail
  - Express Mail
  - Return Receipt for Merchandise
  - C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number  
(Transfer from ser) 7009 2250 0004 4385 0221

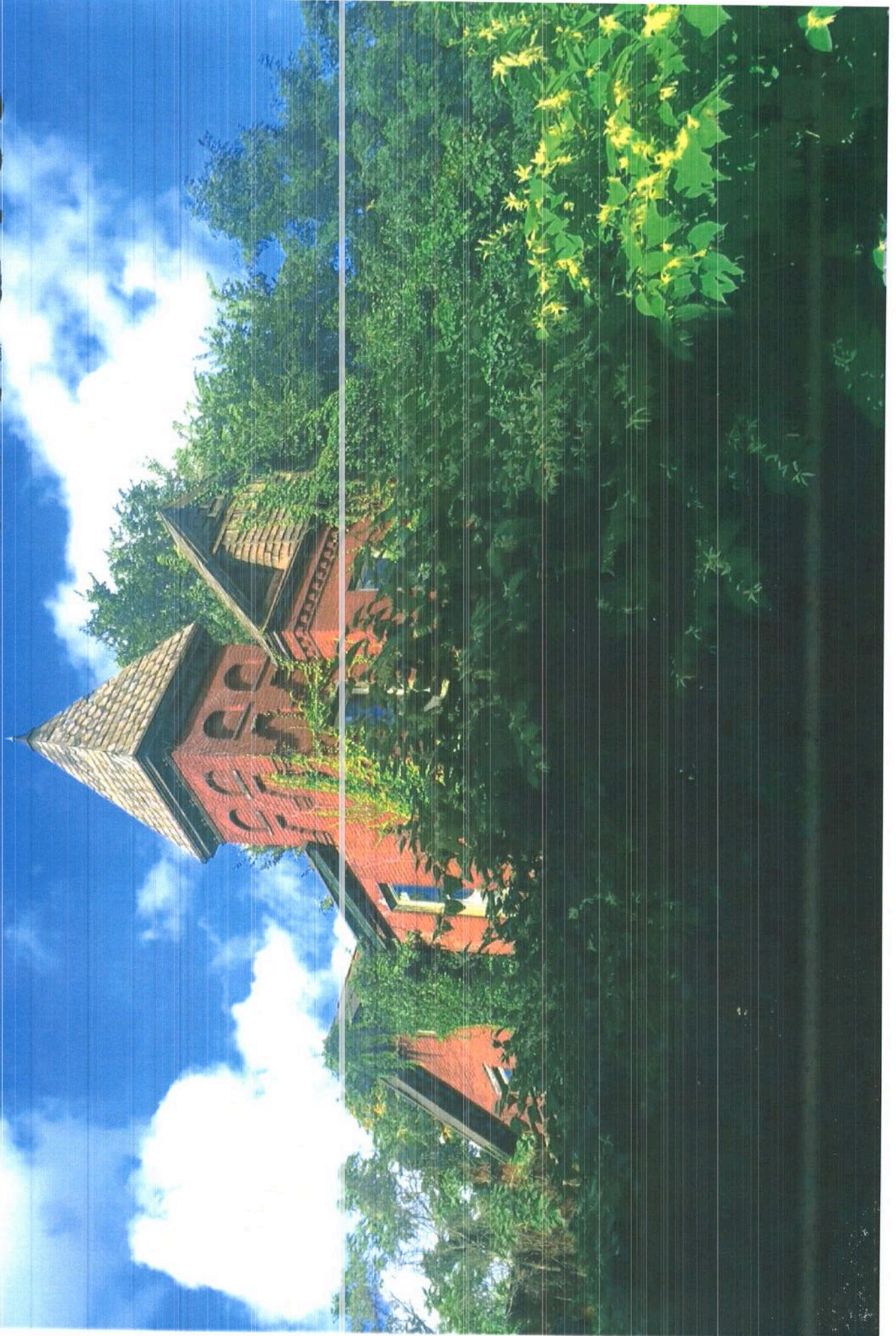
PS Form 3811, February 2004

Domestic Return Receipt

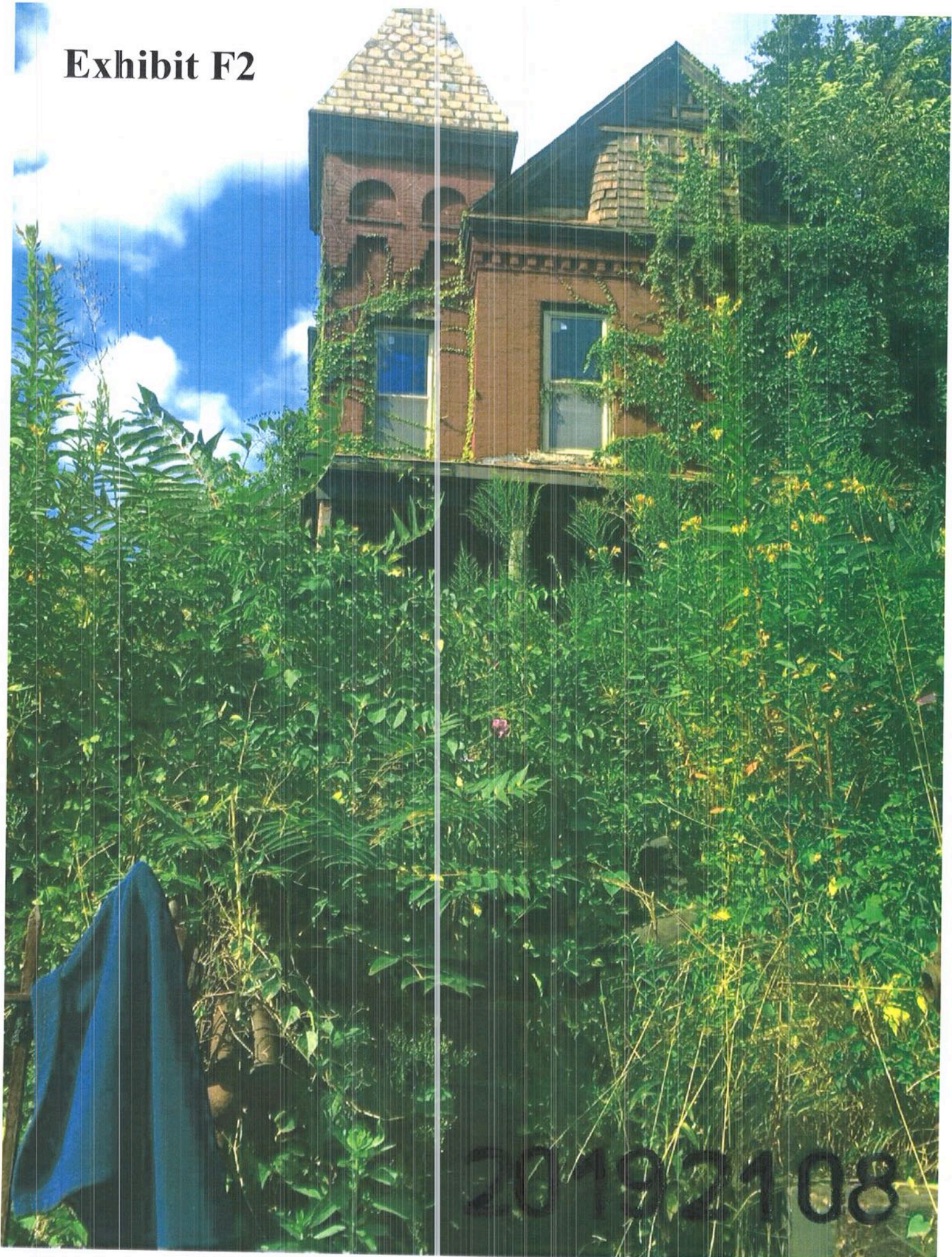
102595-02-M-1540

**Exhibit F1**

**2019 2108**

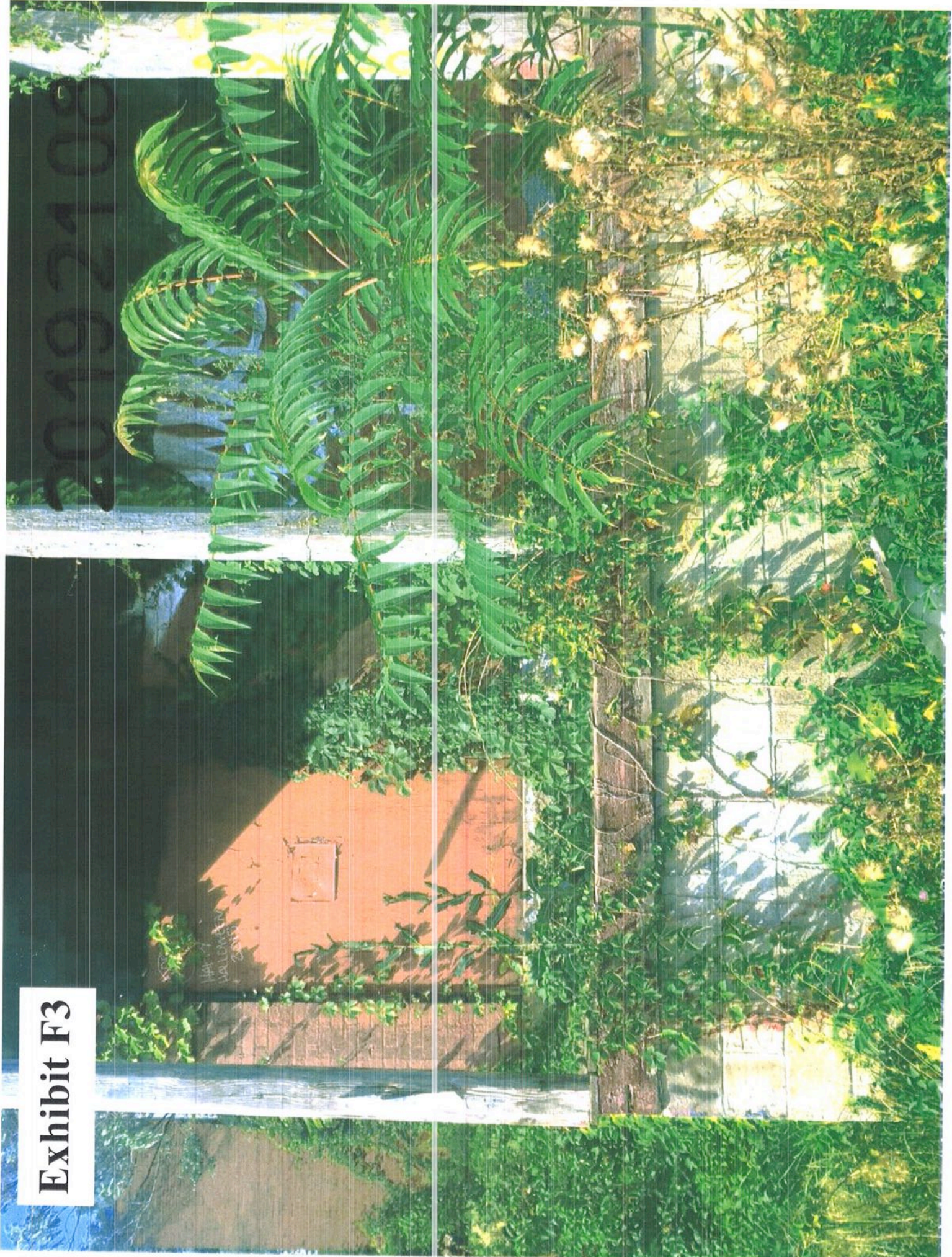


**Exhibit F2**



20192108

**Exhibit F3**





20192108

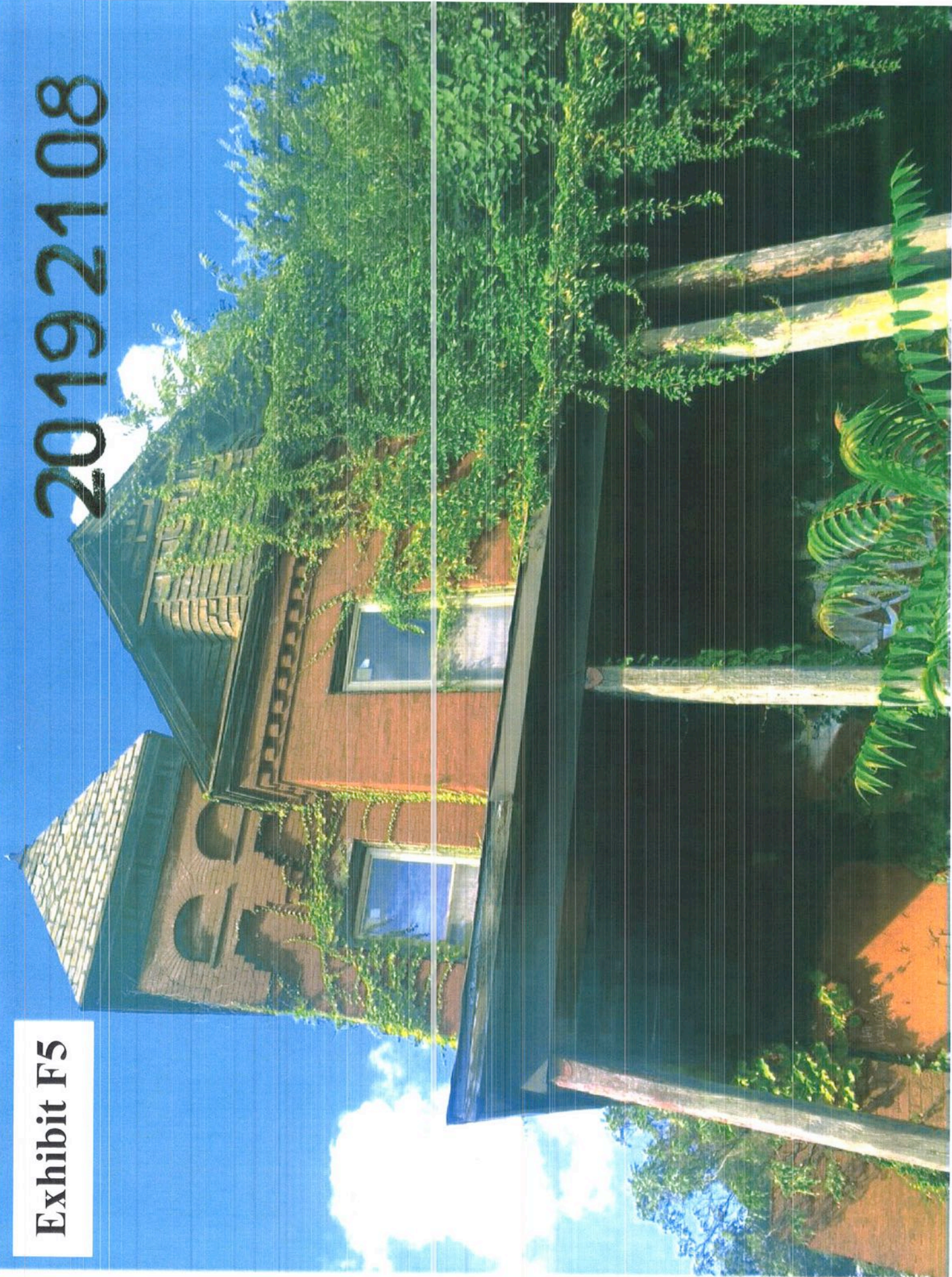
HAPPY  
HALLOWEEN  
2015

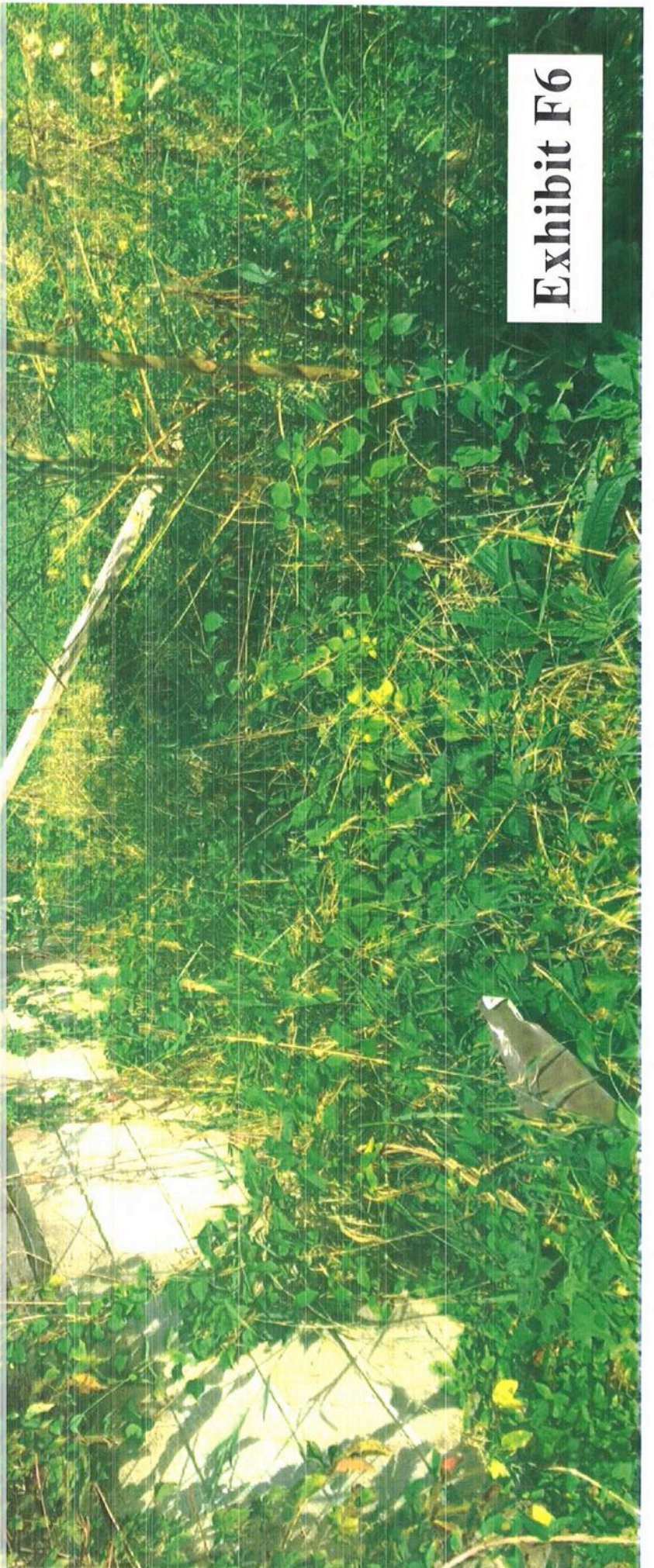
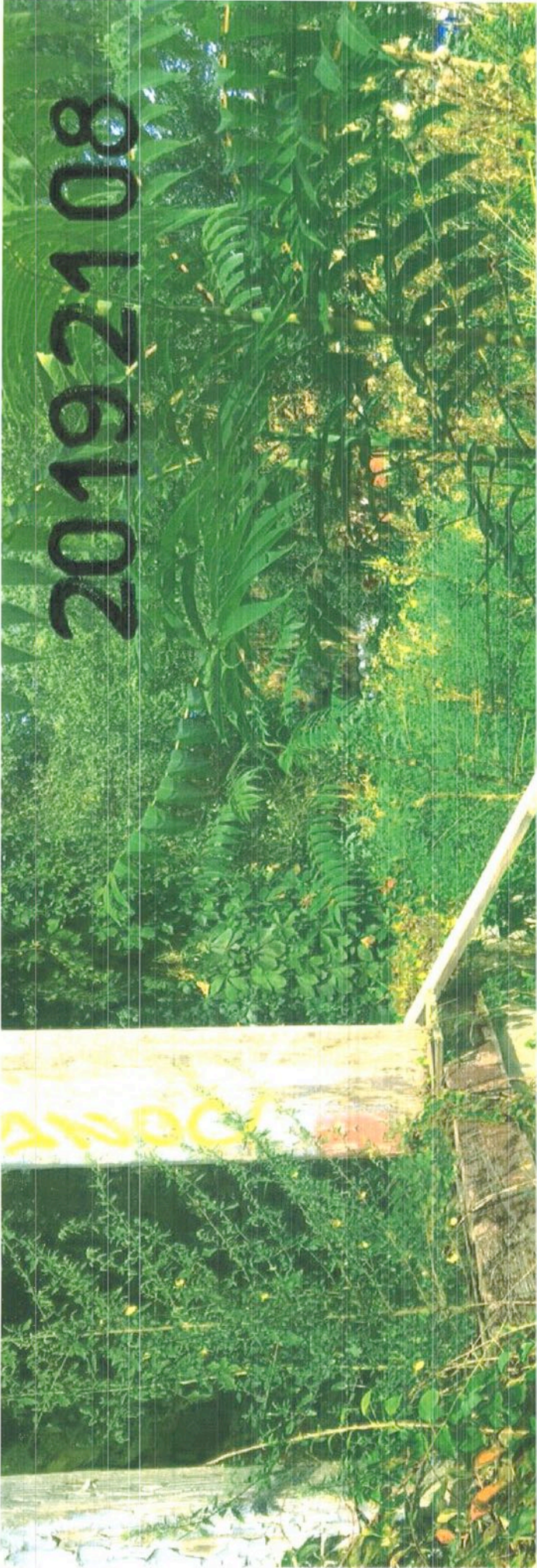
**Exhibit F4**



**Exhibit F5**

**20192108**





20192108

Exhibit F6

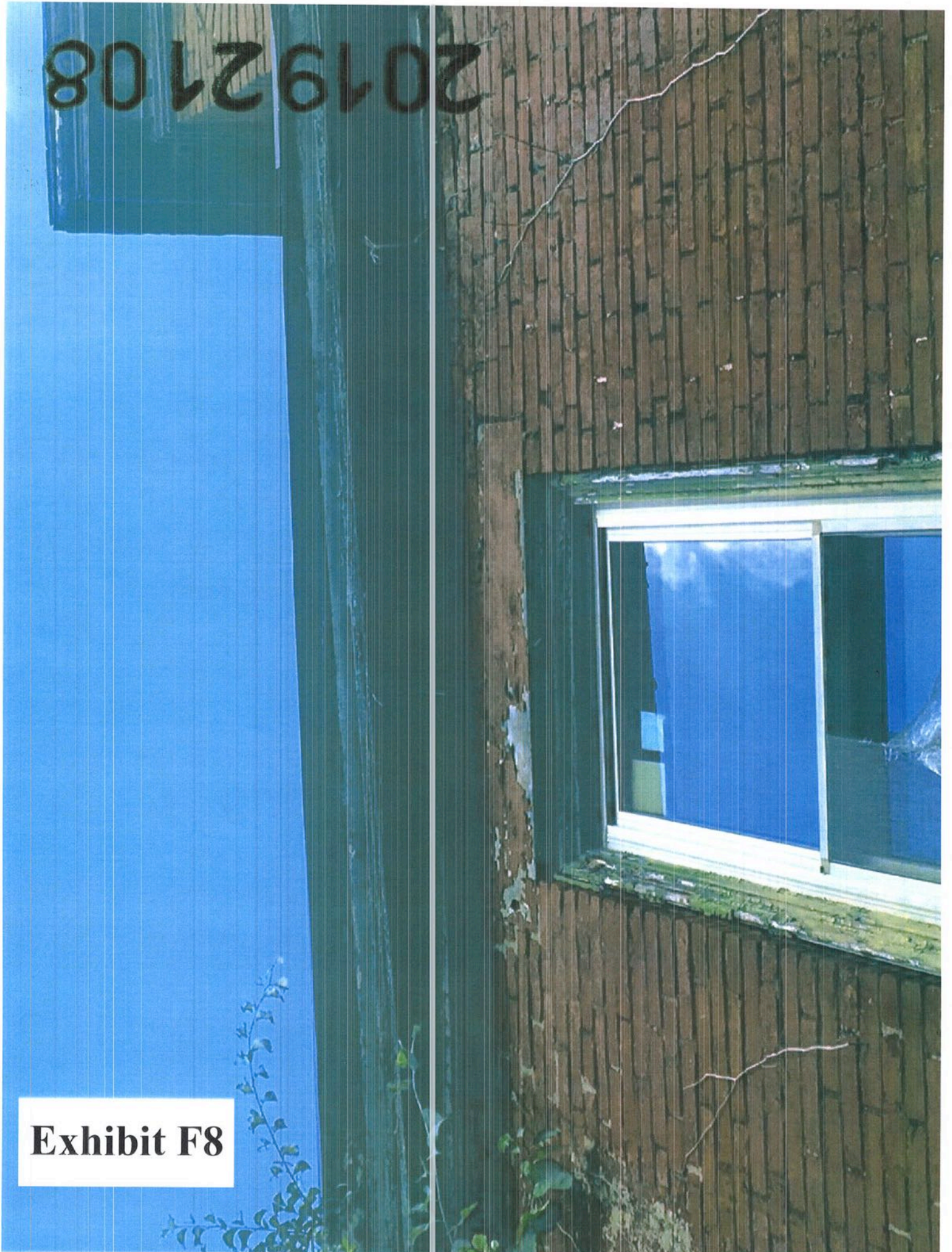
**Exhibit F7**



**2019 21 08**

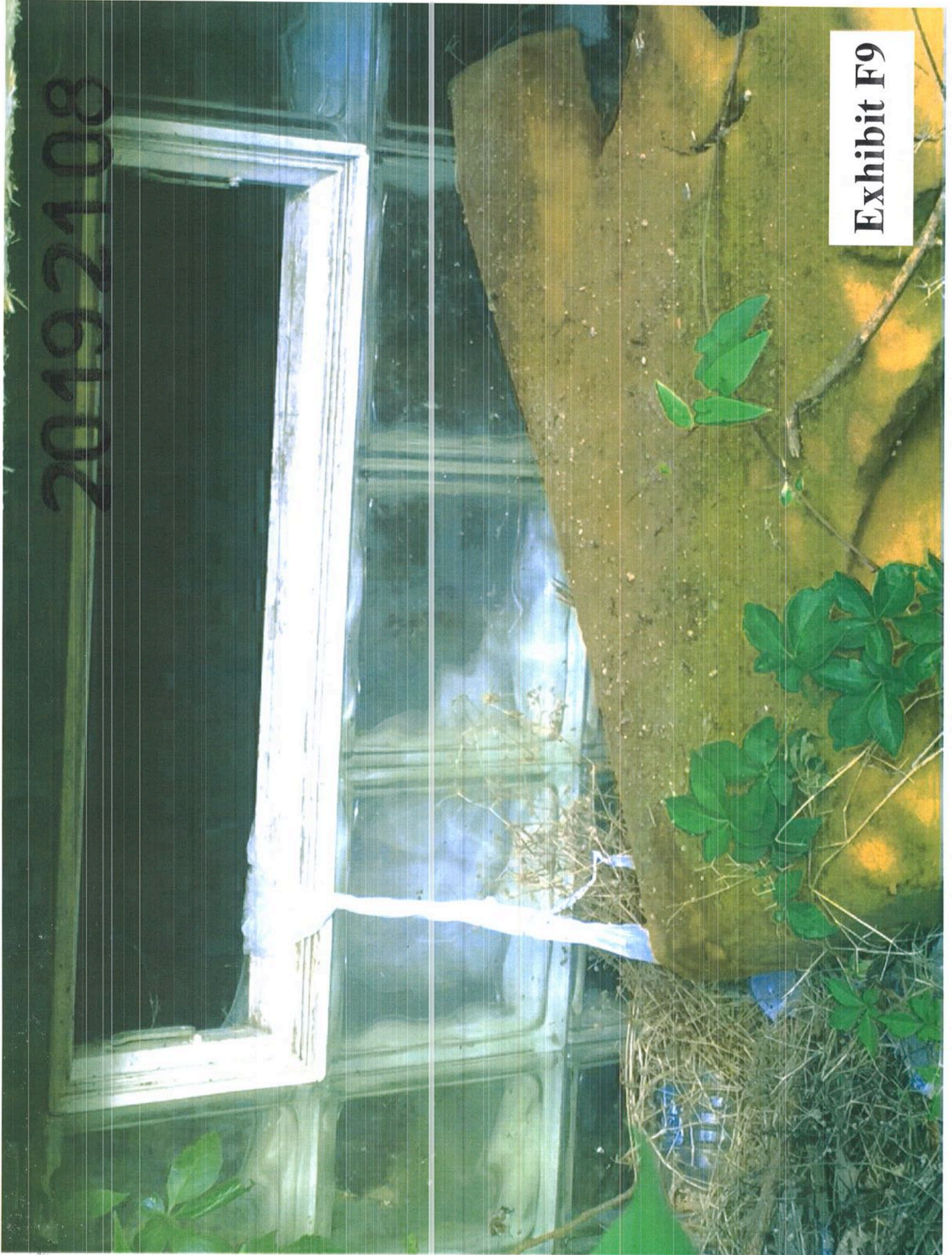
2019 2108

**Exhibit F8**



20192108

Exhibit F9



20192108

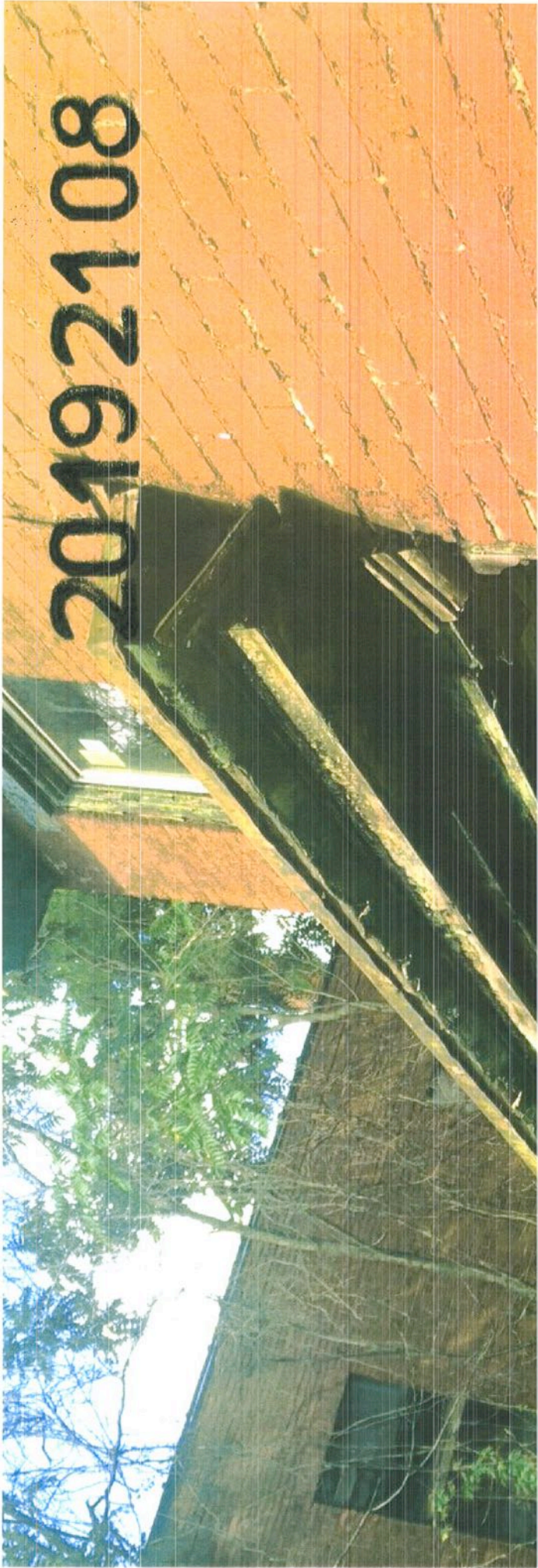


Exhibit F10

2019 2108



Exhibit F11



**Exhibit F12**



**2019 21 08**

**Exhibit F13**



**Exhibit F14**



20192108

**Exhibit F15**

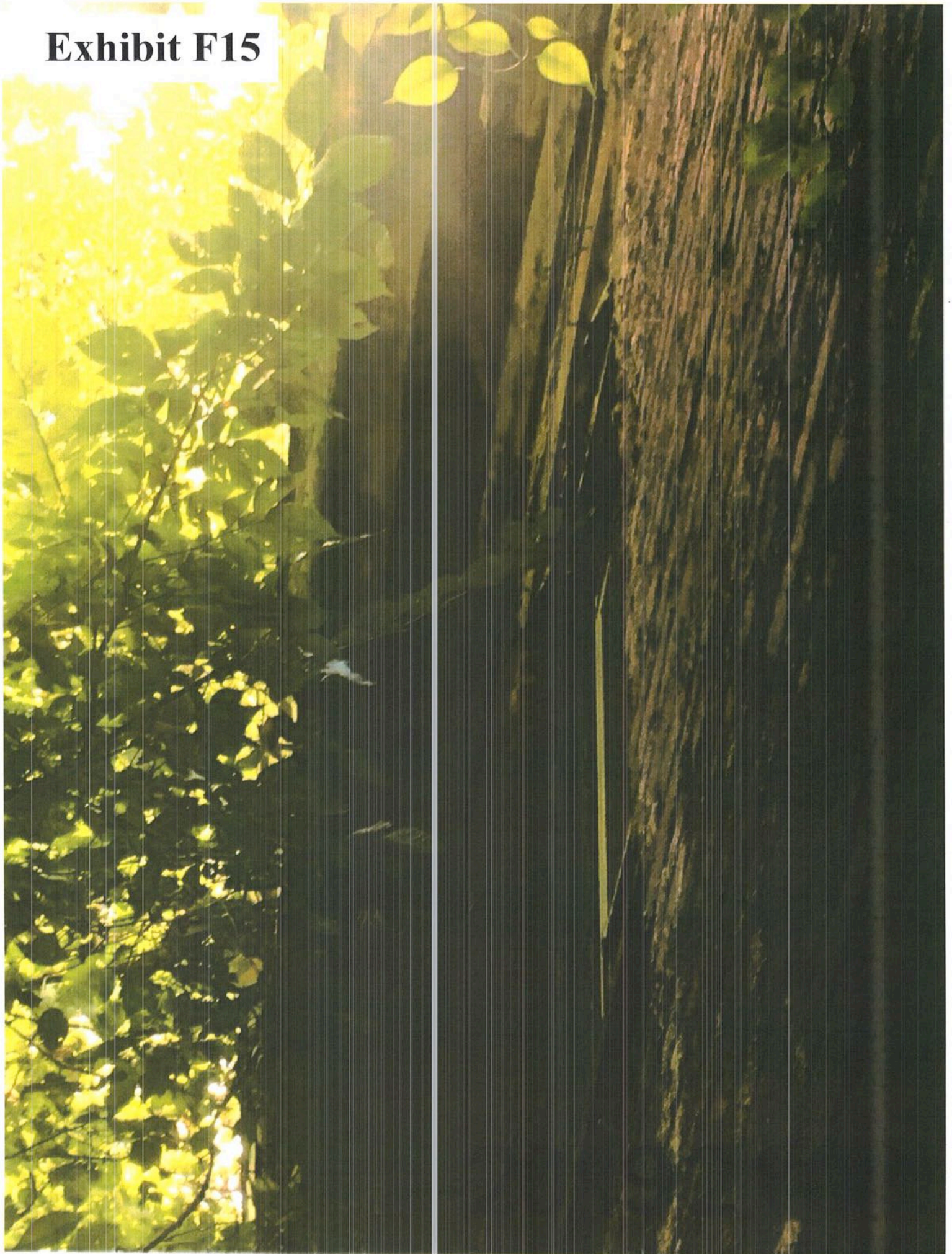


Exhibit F16

20192108



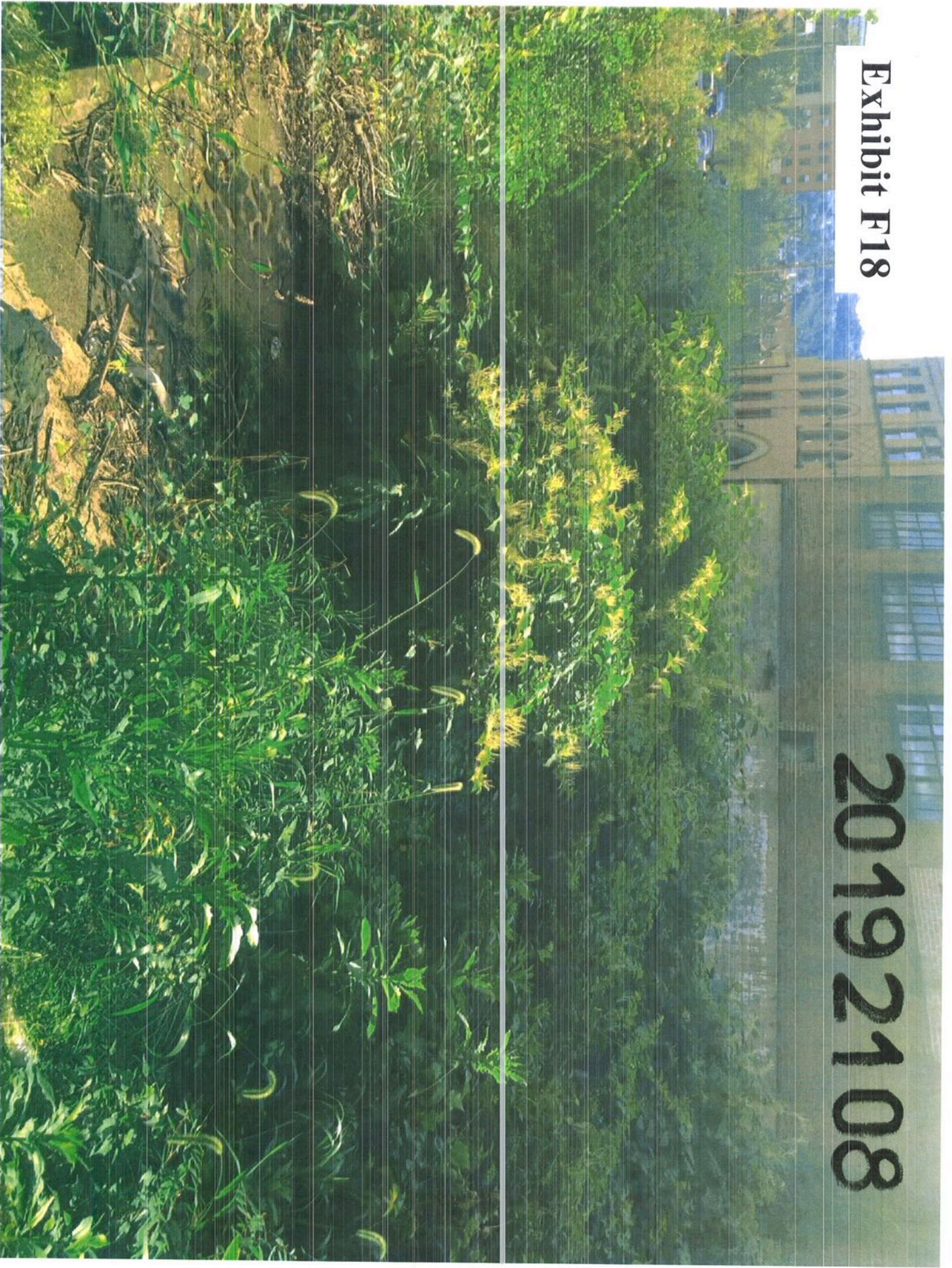
Exhibit F17

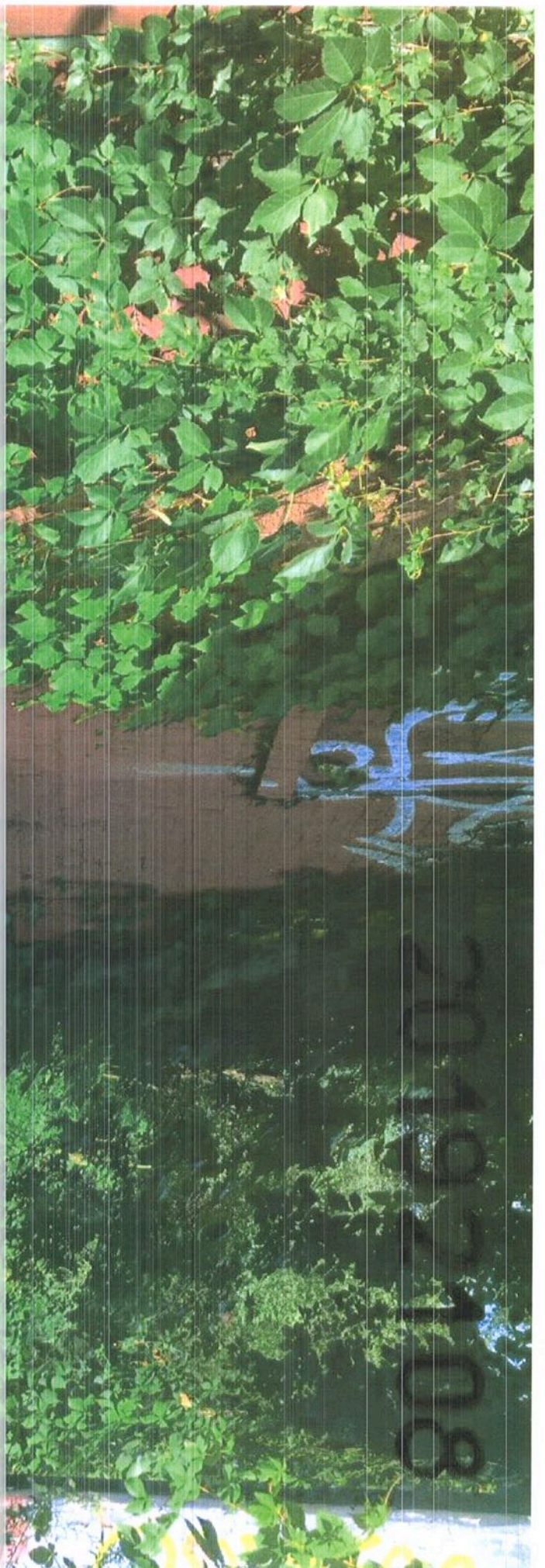
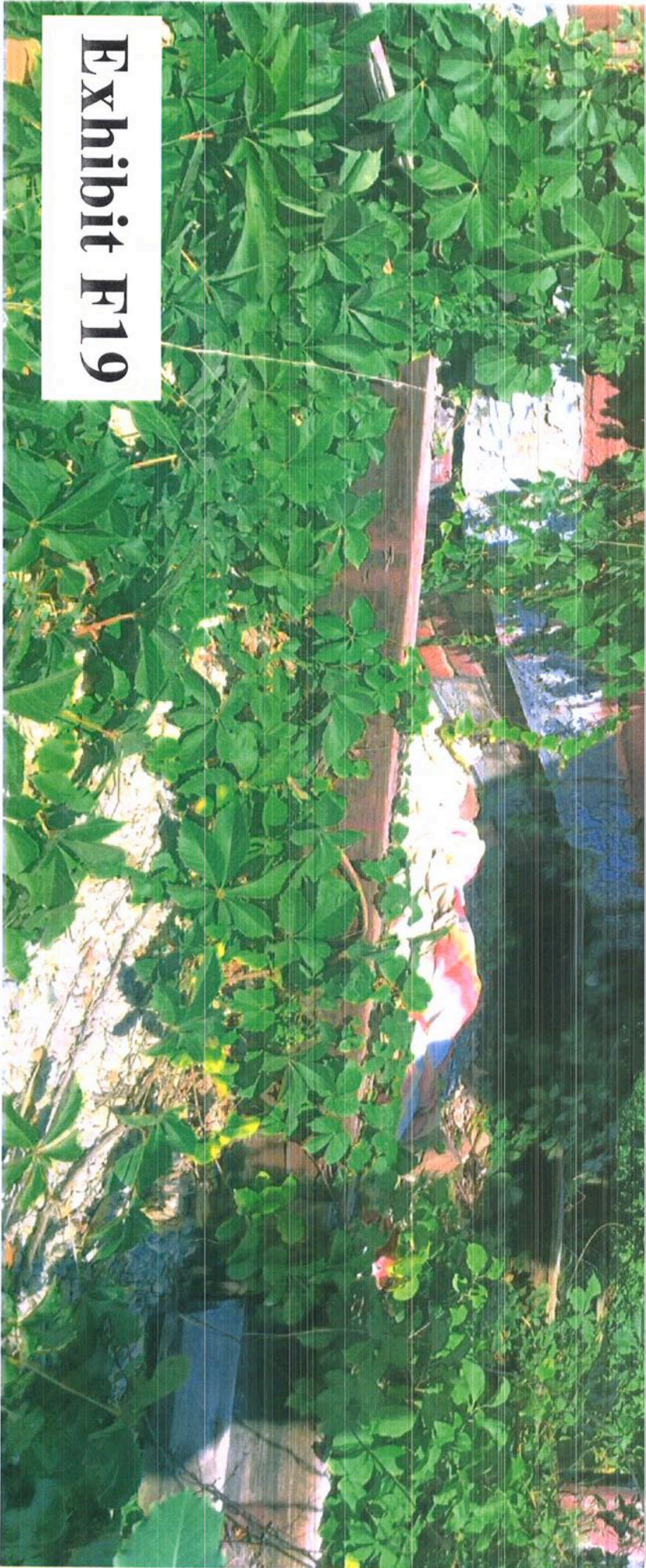
20192108



**Exhibit F18**

**20192108**





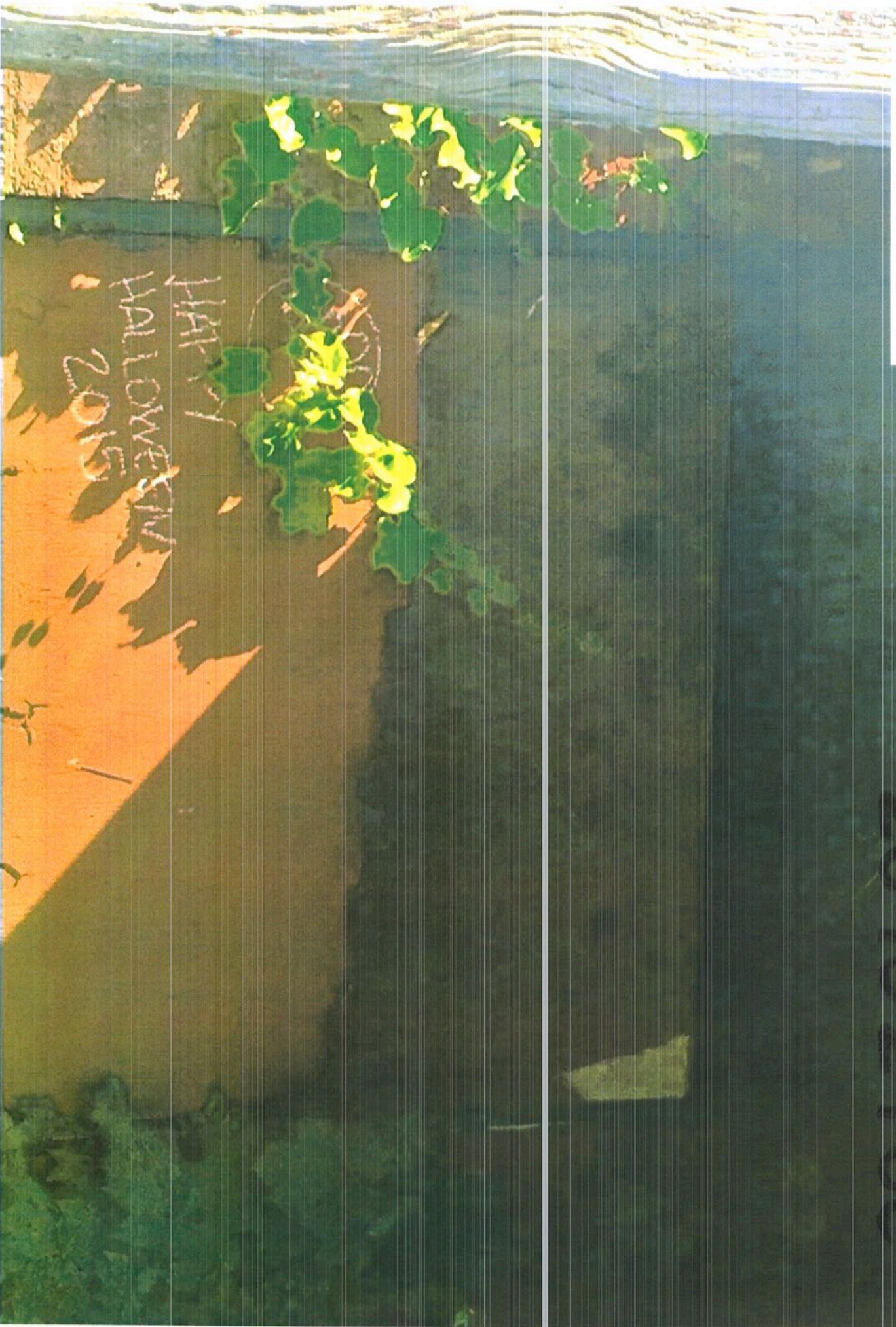
2019-108

Exhibit F19



Exhibit F20

20192108



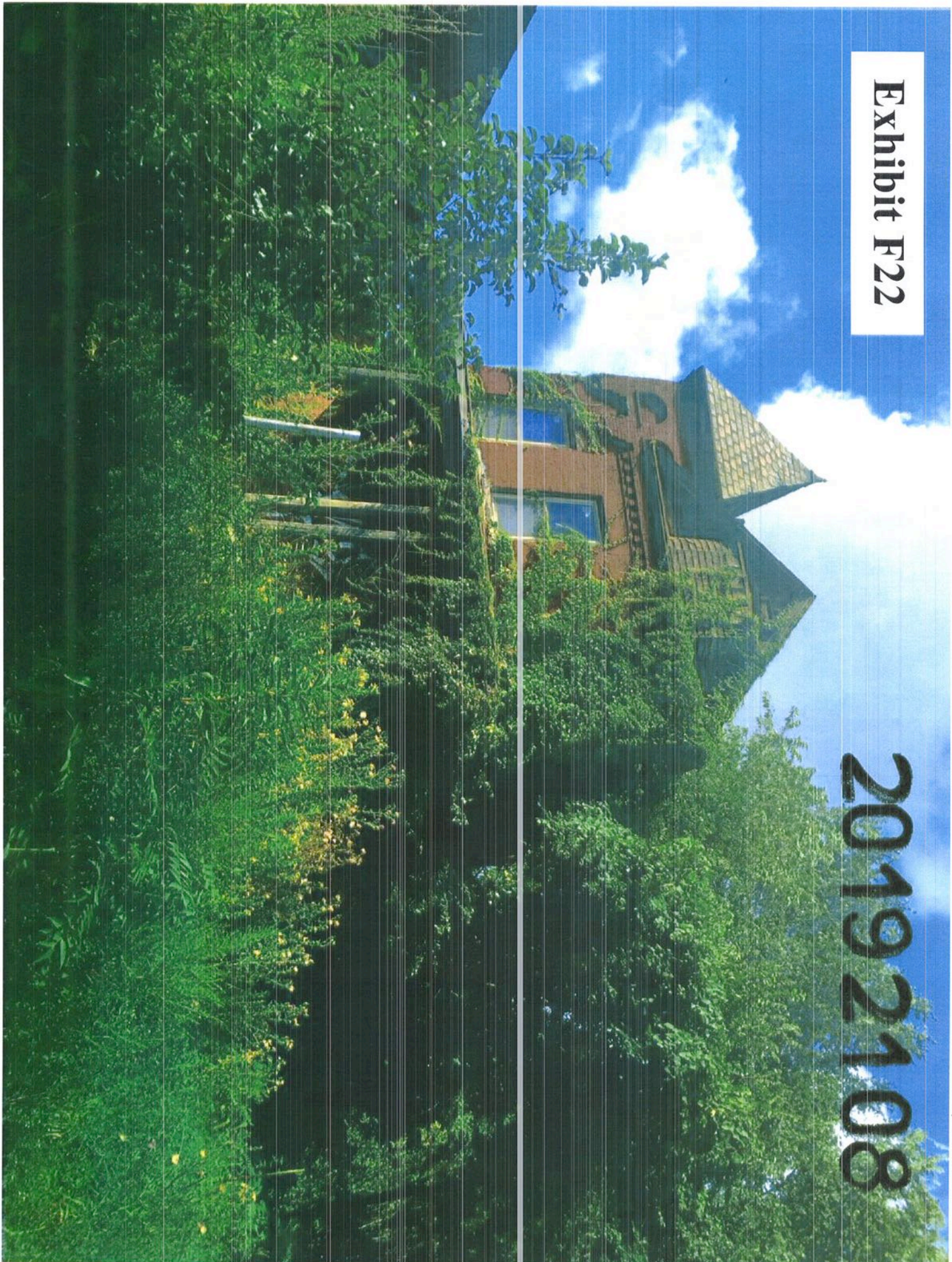
A photograph of a lush garden scene. In the foreground, there are large green ferns and other foliage. A white pillar stands in the middle ground, partially covered by climbing plants. To the right, a stone wall is visible, with more greenery and small yellow and orange flowers growing on it. The background is filled with dense green trees and bushes. The overall scene is vibrant and well-maintained.

**Exhibit F21**

**2019 2108**

**Exhibit F22**

**2019 2108**



**Exhibit F23**



**20192108**

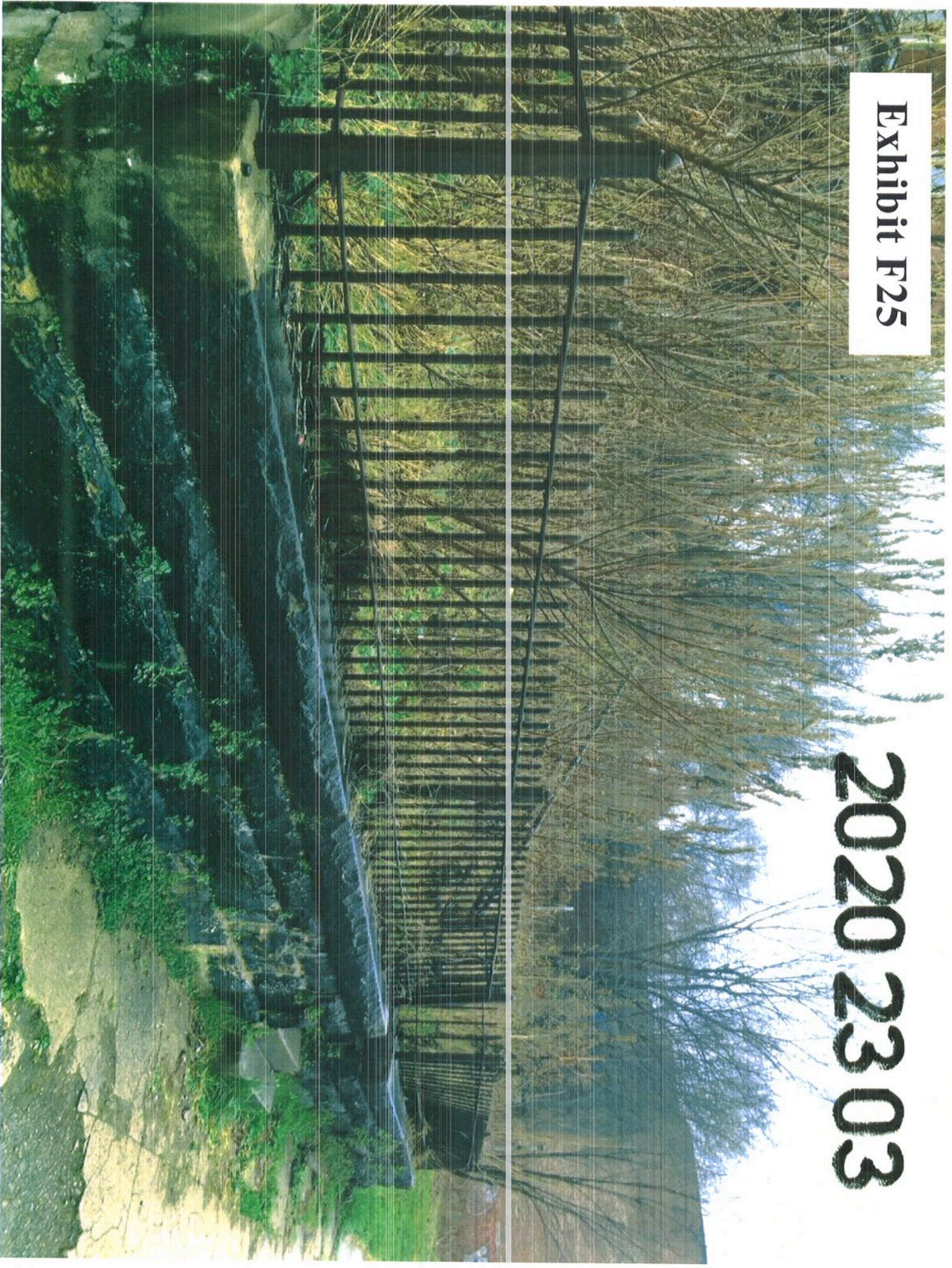
**Exhibit F24**



**2019 21 08**

**Exhibit F25**

**2020 2303**



20202303

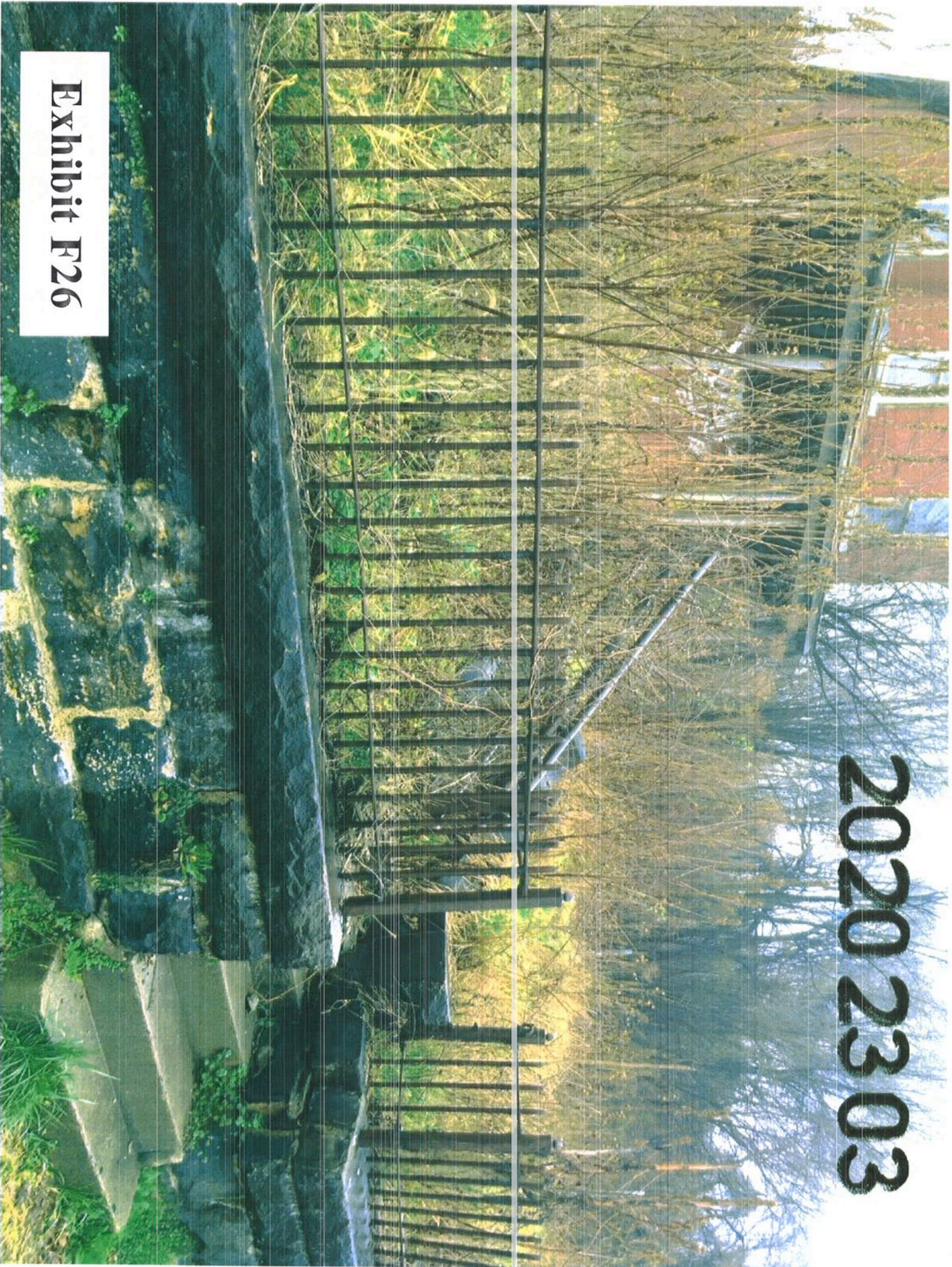


Exhibit F26

**Exhibit F27**



**2020 2303**





Exhibit F28

2020 2303

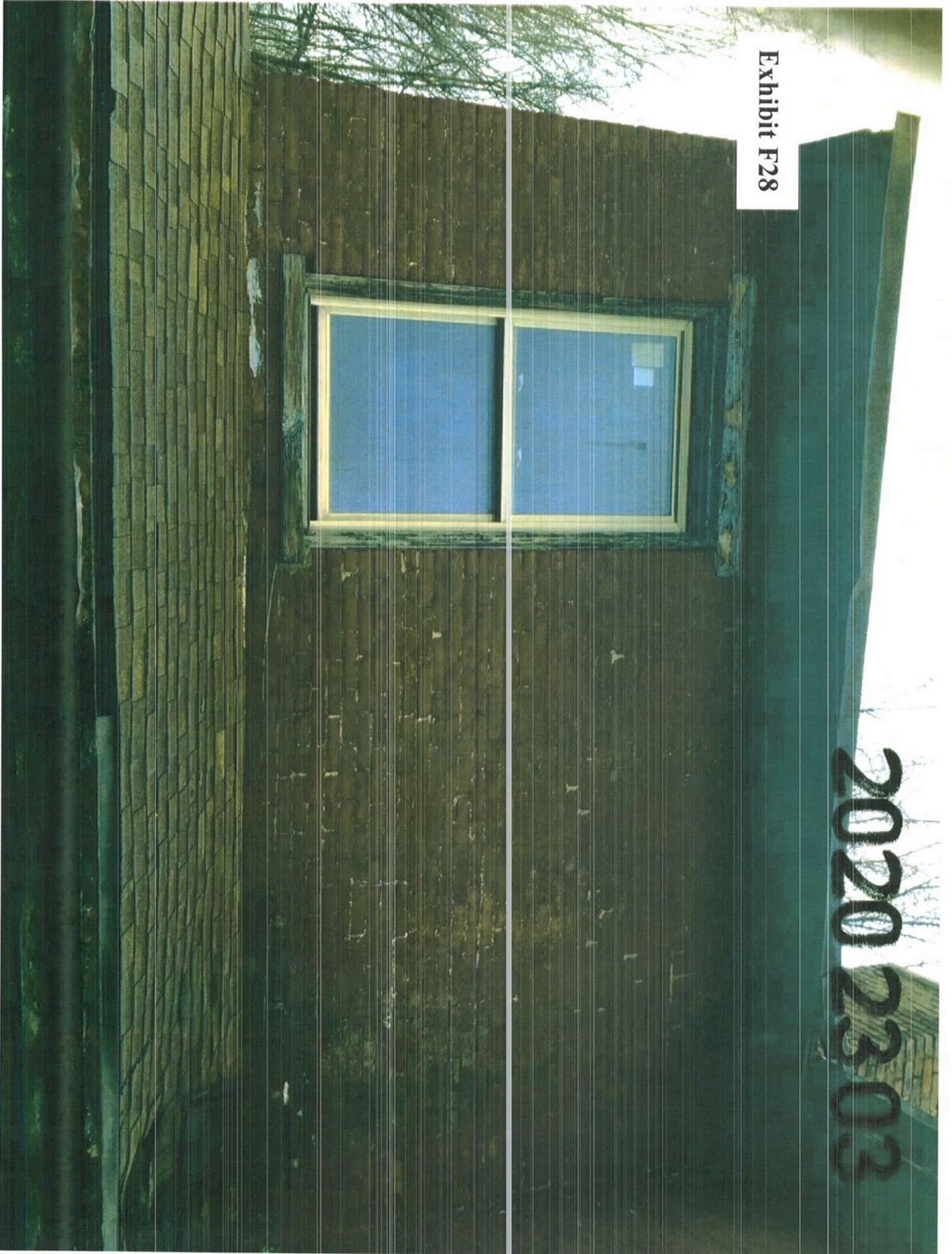


Exhibit F29

2020 23 03

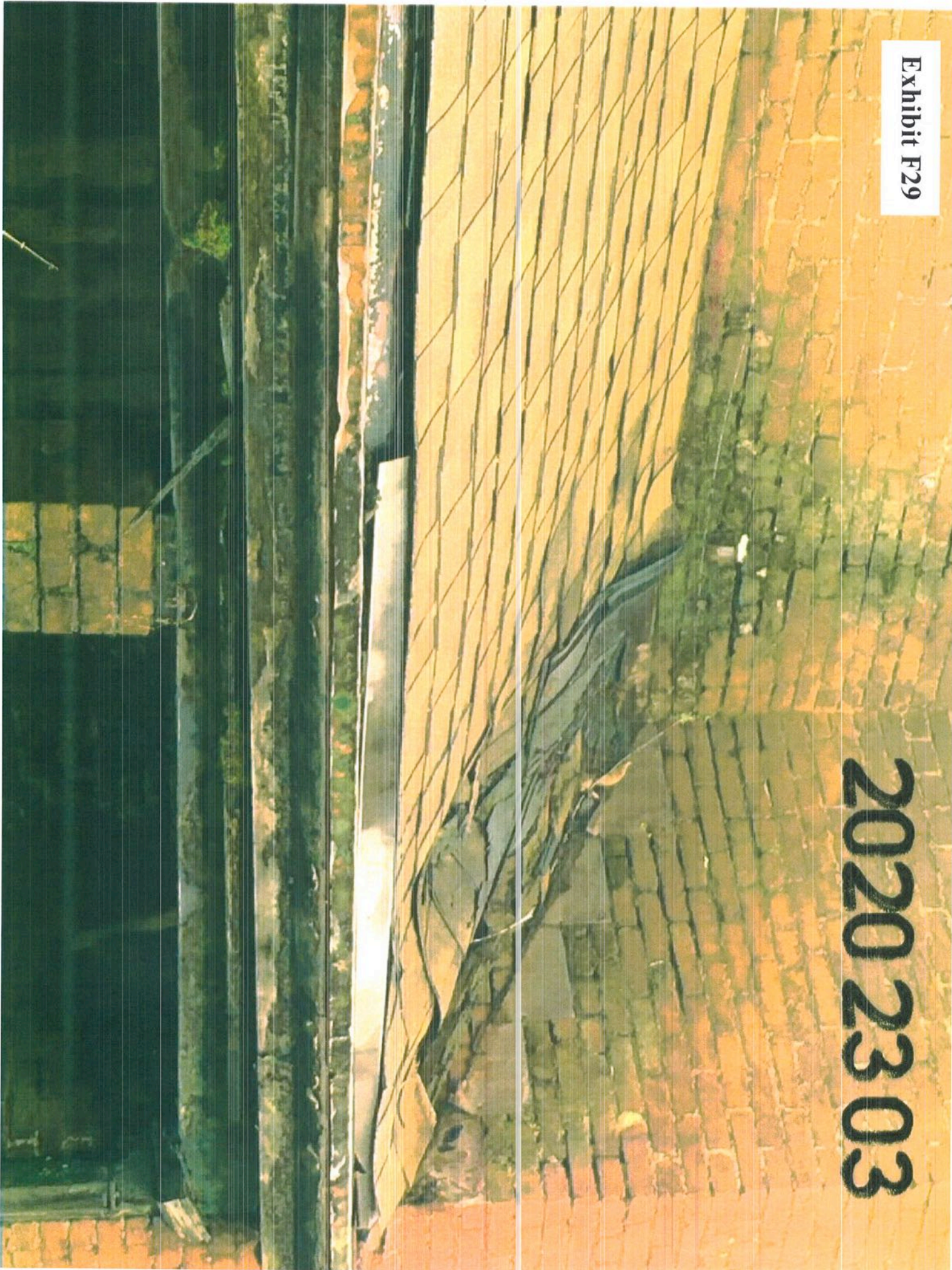


Exhibit F30

2020 23 03



Exhibit F31

2020 2303

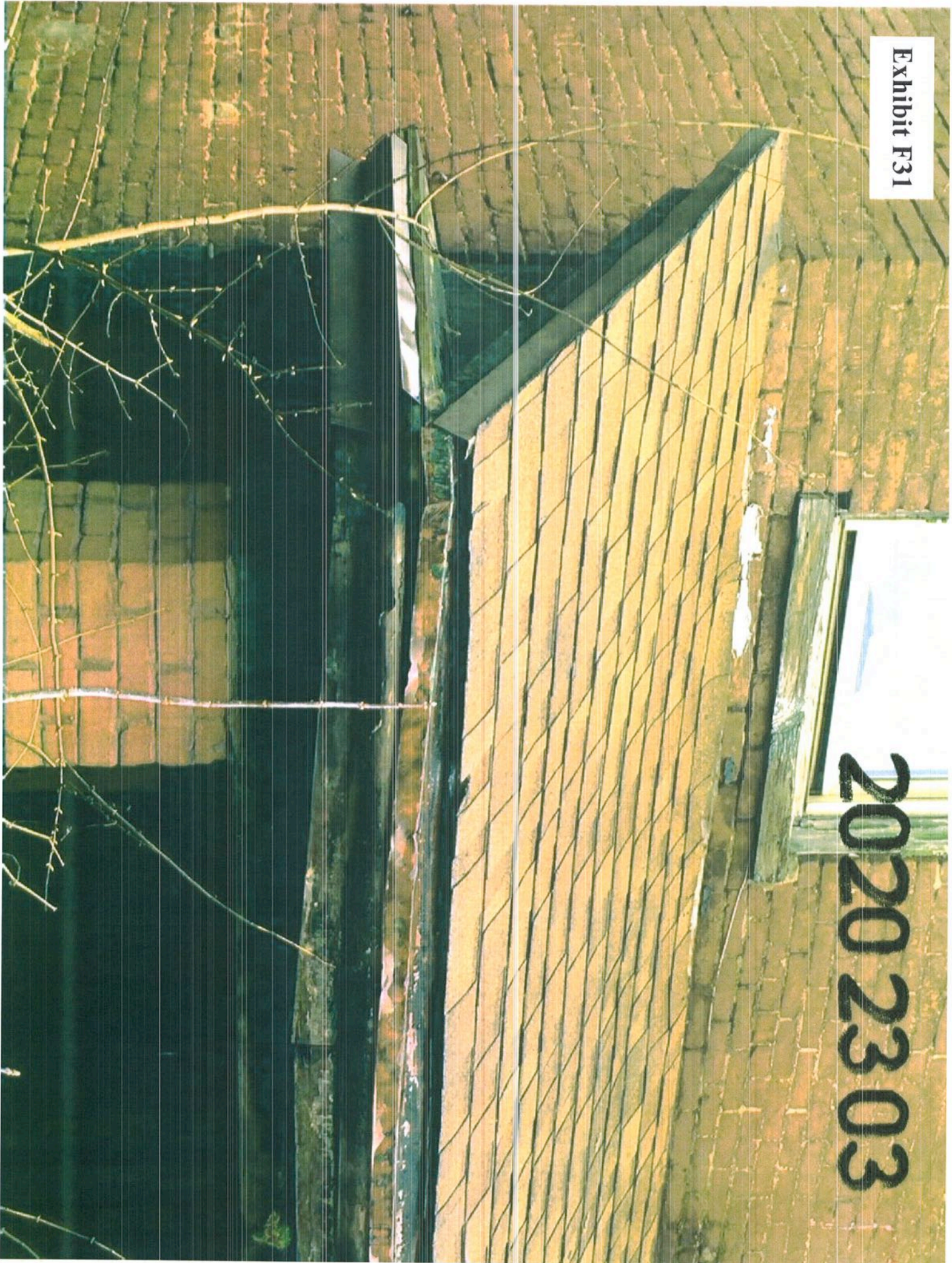


Exhibit F31

2020 23 03



Exhibit F33



2020 2303

Exhibit F34

20202303



Exhibit F35



2020 23 03



# Exhibit G

## *AFFIDAVIT*

COMMONWEALTH OF PENNSYLVANIA     )  
  )  
COUNTY OF ALLEGHENY                    )     SS:

I, Joseph Wingenfeld, an authorized agent of Uptown Partners of Pittsburgh., a corporation duly organized in the Commonwealth of Pennsylvania located at 710 Fifth Avenue, Suite 1000, Pittsburgh, PA 15219, being duly sworn according to law, deposes and says as follows with respect to 1817 5<sup>th</sup> Avenue, Pittsburgh, PA 15219; Lot and Block No. 11 – E – 93 (the “Property”):

The Property has not been legally occupied for at least twelve (12) months before the date of the filing of this Petition.

The Property has not been actively marketed during the sixty (60) days before the date of the filing of this Petition.

No “For Sale” sign has been placed on or in front of the Property during the sixty (60) days before the date of the filing of this Petition.

DocuSigned by:  
  
EASE0911FB48490...  
Joseph Wingenfeld  
Authorized Agent  
Uptown Partners of Pittsburgh

DATE: 4/23/2020

# Exhibit H

## CONSERVATORSHIP NARRATIVE

### Bio-sketch

Uptown Partners (UP) is an outgrowth of the defunct Uptown Community Action Group, a small cluster of committed residents who organized in the 1990s to focus primarily on quality of life issues. In 2007, a larger coalition of stakeholders—residents, business owners and representatives of Duquesne University and Mercy Hospital— formed Uptown Partners of Pittsburgh (UP) as a 501 (c) 3 to address not only quality of life issues, such as public safety, vacancy and blight, but to attract investment in the built environment, and consequently stay ahead of increasing market forces. The organization was volunteer operated until an executive director was hired in 2009. Currently, Uptown Partners has three fulltime staff members, with the possibility of organizational growth in 2020, in response to the rising need to advance the implementation of the Uptown EcolInnovation District Plan—in 2017. the first neighborhood plan to be officially adopted by the City of Pittsburgh.

### Experience

While UP is strong in residential/business advocacy and community organizing, it has a track record of successfully facilitating mixed-use development and new housing, to ensure a mix of affordability. This work began by developing strong partnerships with private and non-profit developers to re-introduce housing and investment into the community. In 2009 UP advocated to the state and funders for the private development of the severely distressed, endangered Fifth Avenue School, essentially vacant since the school closed in the mid-1970s. Capitalizing on historic tax credits, Steiner Real Estate renovated the school to historic standards, producing 65 units of market rate housing. This was the first large-scale, market-rate development in Uptown for decades, which catalyzed significant housing renovation and development in the immediate area.

Following the renovation of Fifth Avenue School, UP worked with Action Housing, Inc. to bring a significant amount of affordable housing to the neighborhood. This included the renovation of the Mackey Lofts into 43 units of housing serving low income households and persons with disabilities and new construction of the Uptown Lofts project, which brought 23 affordable units for individuals and families, and 24 units specific to young adults who have aged out of the foster care system, built at passive house standards. Prior to the Uptown Loft projects, UP partnered with Action Housing in the Uptown Preservation Project, where UP utilized the City Property reserve to obtain eight vacant, tax- delinquent buildings and three vacant lots in the 2000 block of Forbes Avenue. All eight structures are currently being renovated, primarily by small private developers.

UP also used the Pittsburgh Property Reserve process to obtain five vacant properties on Moultrie St. in partnership with private developer Mike Sell of Sell Initiatives. Two of these properties have recently been renovated, with the remaining three likely to be in-fill construction, due to hazardous building conditions requiring demolition. Additionally, at the

request of UP, 18 properties were obtained at through the Property Reserve in partnership with the URA and City. These properties are currently held by the City for appropriate future community projects.

In 2016, UP created the Uptown Real Estate and Development (RED) Committee to ensure quality design that's compatible with the community vision. RED evolved over many years of more informal development review by UP staff and board members. The RED committee is comprised of Uptown residents, active Uptown developers, UP Board members, and design experts who have reviewed 22 projects since its conception. The committee leads projects through an in-depth and orderly process ensuring all review projects are held to high design standards and adhere to the development goals of the Uptown EcoInnovation District Plan. Over the years UP and RED Committee has also reviewed UPMC's Mercy Hospital Institutional Master Plans (IMP)\_\_\_ including the current \$300-400M expansion project\_\_\_ and Duquesne University's IMP, which features a number of large-scale development projects. The RED committee has also been instrumental in reviewing several variance requests and exclusive land purchases of URA/City land by private developers.

UP Program Manager Joe Wingenfeld will manage the conservatorship projects with consulting support provided by Kendall Pelling, Director of Land Recycling at East Liberty Development, Inc. Joe has worked at Uptown Partners since 2015, helped create and now manages the RED Committee, worked closed with developer Mike Sell on the revitalization of five properties on Moultrie St., and working with the URA, successfully tagged 18 properties through the Pittsburgh Property Reserve. Kendall brings a wealth of conservatorship experience, having shepherded nine properties through conservatorship at ELDI, along with 17 years of experience managing the acquisition, stabilization and development of vacant properties.

The financial position of Uptown Partners of Pittsburgh is further documented by its audited financial statements (which can be provided to the court upon request).

# Exhibit I

## Scope Work

### *1817 Fifth Avenue:*

After successful conservatorship appointment, Uptown Partners would complete an appraisal of the property at its current state. Simultaneously UP would complete an engineering report to determine the condition of the building. Based on the report, basic stabilization measures would at least be taken (i.e. roof patching, proper boarding, and interior and exterior clean up). Measures would also be taken to immediately obtain proper insurance and set up contracts for snow removal and landscaping maintenance. If more serious structure deficiencies emerge during the engineering report, a potential stabilization loan may be expanded to make emergencies repairs. This could include a full roof replacement and other stabilization measures for the property.

Based on exterior review, it is possible the engineering report will show that it is not viable to renovate due to poor condition. If this is the case, UP could consider assuming a loan for demolition, but more likely, would list the property for sale. After ordering a new appraisal. UP would market the property to a buyer with significant new construction experience. We are confident there is a strong demand to purchase the property for new construction given the significant nearby Fifth and Dinwiddie St. project currently in pre-development by Bridging the Gap, and the recent sales of surrounding properties held by long-time speculator Sal Williams, who holds a large Uptown portfolio. In addition the real estate is attractive to potential developers who can benefit greatly through the Uptown Opportunity Zone tax credit program. Buyers will be screened on (1) ability to quickly renovate property (2) track record (3) conformance of proposed use with the Uptown EcoInnovation District Plan.

If engineering reports demonstrate that the property can be renovated economically, UP will appropriately stabilize it and order another appraisal report to determine a feasible sales price for the structure. UP would then market the property to potential buyers. Buyers will be screened on (1) ability to quickly renovate property (2) track record (3) conformance of proposed use with the Uptown EcoInnovation District Plan.

Once an appropriate buyer has been identified for either renovation of the existing structure or new construction, UP would request the courts to bring the property out of conservatorship. The property would be sold to UP's vetted buyer with the understanding that they would implement the final agreed upon redevelopment plan for the property.

# Magisterial District Judge 05-2-28

## DOCKET

Docket Number: MJ-05228-NT-0000387-2018

## Non-Traffic Docket

Commonwealth of Pennsylvania  
v.  
James A. McGuire

Page 1 of 1



### CASE INFORMATION

Judge Assigned: Magisterial District Judge Oscar Jerome Petite Jr. Issue Date:  
OTN: File Date: 08/29/2018  
Arresting Agency: Arrest Date:  
Citation #: Disposition:  
County: Allegheny Disposition Date:  
Township: Pittsburgh City Case Status: Active

### STATUS INFORMATION

Case Status Status Date Processing Status  
Active 08/29/2018 Awaiting Plea

### DEFENDANT INFORMATION

Name: McGuire, James A. Sex:  
Date of Birth: Race:  
Address(es):  
**Home**  
Houton, TX 772672146

### CASE PARTICIPANTS

<u>Participant Type</u>	<u>Participant Name</u>
Affiant	Bullock, Roberta
Defendant	McGuire, James A.

### CHARGES

<u># Charge</u>	<u>Grade</u>	<u>Description</u>	<u>Offense Dt.</u>	<u>Disposition</u>
1 LO § T10 §§ PM 302.4	S	Overgrown Weeds/Grass	08/21/2018	
2 LO § T10 §§ 301.3	S	Vacant Structures & Land Shall Be Clean & Secure	08/21/2018	

### DOCKET ENTRY INFORMATION

<u>Filed Date</u>	<u>Entry</u>	<u>Filer</u>	<u>Applies To</u>
11/19/2018	Certified Summons Unclaimed	Magisterial District Court 05-2-28	James A. McGuire, Defendant
08/30/2018	Summons Issued	Magisterial District Court 05-2-28	James A. McGuire, Defendant
08/30/2018	First Class Summons Issued	Magisterial District Court 05-2-28	James A. McGuire, Defendant
08/30/2018	Certified Summons Issued	Magisterial District Court 05-2-28	James A. McGuire, Defendant
08/29/2018	Private Summary Complaint Filed	Magisterial District Court 05-2-28	

**DOCKET**

Docket Number: MJ-05228-NT-0000238-2018

**Non-Traffic Docket**

Commonwealth of Pennsylvania  
v.  
James A. McGuire



**CASE INFORMATION**

<u>Judge Assigned:</u>	Magisterial District Judge Oscar Jerome Petite Jr.	<u>Issue Date:</u>	
<u>OTN:</u>		<u>File Date:</u>	07/16/2018
<u>Arresting Agency:</u>		<u>Arrest Date:</u>	
<u>Citation #:</u>		<u>Disposition:</u>	Guilty
<u>County:</u>	Allegheny	<u>Disposition Date:</u>	08/15/2018
<u>Township:</u>	Pittsburgh City	<u>Case Status:</u>	Inactive

**STATUS INFORMATION**

<u>Case Status</u>	<u>Status Date</u>	<u>Processing Status</u>
Inactive	08/30/2018	Case Balance Due
	08/15/2018	Case Disposed/Penalty Imposed
	08/15/2018	Awaiting Sentencing
	07/30/2018	Awaiting Summary Trial
	07/16/2018	Awaiting Plea

**CALENDAR EVENTS**

<u>Case Calendar</u>	<u>Schedule</u>	<u>Start Time</u>	<u>Room</u>	<u>Judge Name</u>	<u>Schedule Status</u>
Summary Trial	08/15/2018	10:00 am		Magisterial District Judge Oscar Jerome Petite Jr.	Scheduled

**DEFENDANT INFORMATION**

Name: McGuire, James A.      Sex:  
Date of Birth:      Race:  
Address(es):  
**Home**  
 Spring, TX 77379

**CASE PARTICIPANTS**

<u>Participant Type</u>	<u>Participant Name</u>
Affiant	Bullock, Roberta
Defendant	McGuire, James A.

**CHARGES**

<u># Charge</u>	<u>Grade</u>	<u>Description</u>	<u>Offense Dt.</u>	<u>Disposition</u>
1 LO § T10 §§ PM 302.4	S	Overgrown Weeds/Grass	06/07/2018	Guilty
2 LO § T10 §§ PM307.1	S	Accumulation Of Rubbish Or Garbage	06/07/2018	Guilty
3 LO § T6 §§ PM301.3	S	Vacant Structures/Land Shall Be Maintained	06/07/2018	Guilty

# Magisterial District Judge 05-2-28

## DOCKET

Docket Number: MJ-05228-NT-0000238-2018

## Non-Traffic Docket



Commonwealth of Pennsylvania  
v.  
James A. McGuire

Page 2 of 2

### DISPOSITION / SENTENCING DETAILS

<u>Case Disposition</u>	<u>Disposition Date</u>	<u>Was Defendant Present?</u>
<b>Guilty</b>	08/15/2018	No
<u>Offense Seq./Description</u>	<u>Offense Disposition</u>	
1 Overgrown Weeds/Grass	Guilty	
2 Accumulation Of Rubbish Or Garbage	Guilty	
3 Vacant Structures/Land Shall Be Maintained	Guilty	

### DOCKET ENTRY INFORMATION

<u>Filed Date</u>	<u>Entry</u>	<u>Filer</u>	<u>Applies To</u>
08/30/2018	Order Imposing Sentence Printed	Magisterial District Court 05-2-28	James A. McGuire, Defendant
08/15/2018	Guilty	Magisterial District Judge Oscar Jerome Petite Jr.	James A. McGuire, Defendant
07/30/2018	Summons Cancelled	Magisterial District Court 05-2-28	James A. McGuire, Defendant
07/17/2018	Summons Issued	Magisterial District Court 05-2-28	James A. McGuire, Defendant
07/17/2018	First Class Summons Issued	Magisterial District Court 05-2-28	James A. McGuire, Defendant
07/17/2018	Certified Summons Issued	Magisterial District Court 05-2-28	James A. McGuire, Defendant
07/16/2018	Private Summary Complaint Filed	Magisterial District Court 05-2-28	

### CASE FINANCIAL INFORMATION

<u>Case Balance:</u>	\$1,040.25	<u>Next Payment Amt:</u>					
<u>Last Payment Amt:</u>		<u>Next Payment Due Date:</u>					
			<u>Assessment Amt</u>	<u>Adjustment Amt</u>	<u>Non-Monetary Payment Amt</u>	<u>Payment Amt</u>	<u>Balance</u>
Local Ordinance	\$500.00	\$0.00	\$0.00	(\$4.65)	\$495.35		
Local Ordinance	\$250.00	\$0.00	\$0.00	(\$2.33)	\$247.67		
Local Ordinance	\$250.00	\$0.00	\$0.00	(\$2.33)	\$247.67		
ATJ	\$6.00	\$0.00	\$0.00	(\$6.00)	\$0.00		
CJES	\$2.50	\$0.00	\$0.00	(\$2.50)	\$0.00		
Commonwealth Cost - HB627 (Act 167 of 1992)	\$8.75	\$0.00	\$0.00	(\$0.09)	\$8.66		
County Court Cost (Act 204 of 1976)	\$32.50	\$0.00	\$0.00	(\$0.31)	\$32.19		
JCPS	\$21.25	\$0.00	\$0.00	(\$21.25)	\$0.00		
Judicial Computer Project	\$8.00	\$0.00	\$0.00	(\$8.00)	\$0.00		
OAG - JCP	\$2.50	\$0.00	\$0.00	(\$2.50)	\$0.00		
State Court Costs (Act 204 of 1976)	\$8.75	\$0.00	\$0.00	(\$0.04)	\$8.71		

**DOCKET**

Docket Number: MJ-05228-NT-0000234-2018

**Non-Traffic Docket**

Commonwealth of Pennsylvania  
v.  
James A. McGuire



**CASE INFORMATION**

<u>Judge Assigned:</u>	Magisterial District Judge Oscar Jerome Petite Jr.	<u>Issue Date:</u>	
<u>OTN:</u>		<u>File Date:</u>	07/16/2018
<u>Arresting Agency:</u>		<u>Arrest Date:</u>	
<u>Citation #:</u>		<u>Disposition:</u>	
<u>County:</u>	Allegheny	<u>Disposition Date:</u>	
<u>Township:</u>	Pittsburgh City	<u>Case Status:</u>	Active

**STATUS INFORMATION**

<u>Case Status</u>	<u>Status Date</u>	<u>Processing Status</u>
Active	07/16/2018	Awaiting Plea

**DEFENDANT INFORMATION**

<u>Name:</u>	McGuire, James A.	<u>Sex:</u>	
<u>Date of Birth:</u>		<u>Race:</u>	
<u>Address(es):</u>			
<b>Home</b>			
Houston, TX 772672146			

**CASE PARTICIPANTS**

<u>Participant Type</u>	<u>Participant Name</u>
Affiant	Bullock, Roberta
Defendant	McGuire, James A.

**CHARGES**

# Charge	Grade	Description	Offense Dt.	Disposition
1 LO § T10 §§ PM 302.4	S	Overgrown Weeds/Grass	06/07/2018	
2 LO § T10 §§ PM307.1	S	Accumulation Of Rubbish Or Garbage	06/07/2018	
3 LO § T6 §§ PM301.3	S	Vacant Structures/Land Shall Be Maintained	06/07/2018	

**DOCKET ENTRY INFORMATION**

Filed Date	Entry	Filer	Applies To
07/30/2018	First Class Summons Undeliverable	Magisterial District Court 05-2-28	James A. McGuire, Defendant
07/17/2018	Summons Issued	Magisterial District Court 05-2-28	James A. McGuire, Defendant
07/17/2018	First Class Summons Issued	Magisterial District Court 05-2-28	James A. McGuire, Defendant
07/17/2018	Certified Summons Issued	Magisterial District Court 05-2-28	James A. McGuire, Defendant
07/16/2018	Private Summary Complaint Filed	Magisterial District Court 05-2-28	



# Exhibit J4

# Magisterial District Judge 05-0-03

## DOCKET

Docket Number: MJ-05003-NT-0004763-2017

## Non-Traffic Docket

Commonwealth of Pennsylvania  
v.  
James A. McGuire



### CASE INFORMATION

<u>Judge Assigned:</u>	Kim Berkeley Clark	<u>Issue Date:</u>	
<u>OTN:</u>		<u>File Date:</u>	07/03/2017
<u>Arresting Agency:</u>		<u>Arrest Date:</u>	
<u>Citation #:</u>	980594	<u>Disposition:</u>	
<u>County:</u>	Allegheny	<u>Disposition Date:</u>	
<u>Township:</u>	Pittsburgh City	<u>Case Status:</u>	Inactive

### STATUS INFORMATION

<u>Case Status</u>	<u>Status Date</u>	<u>Processing Status</u>
Inactive	07/03/2017	Awaiting Plea

### DEFENDANT INFORMATION

<u>Name:</u>	McGuire, James A.	<u>Sex:</u>	
<u>Date of Birth:</u>		<u>Race:</u>	
<u>Address(es):</u>			
<b>Home</b>	Houston, TX 772672146		

### CASE PARTICIPANTS

<u>Participant Type</u>	<u>Participant Name</u>
Affiant	Blaich, Russ
Defendant	McGuire, James A.

### CHARGES

# Charge	Grade	Description	Offense Dt.	Disposition
1 LO § T10 §§ PM108.1.1	S	Unsafe Structures	06/19/2017	
2 LO § T10 §§ PM108.1.1	S	Unsafe Structures	06/19/2017	

### ACT 90 OF 2010 PROPERTY INFORMATION

# Charge	Parcel #	Address
1 LO § T10 §§ PM108.1.1	0011E00093000000	

### DOCKET ENTRY INFORMATION

Filed Date	Entry	Filer	Applies To
07/27/2017	First Class Summons Undeliverable	Magisterial District Court 05-0-03	James A. McGuire, Defendant
07/17/2017	Summons Issued	Magisterial District Court 05-0-03	James A. McGuire, Defendant
07/17/2017	First Class Summons Issued	Magisterial District Court 05-0-03	James A. McGuire, Defendant
07/03/2017	Private Summary Complaint Filed	Magisterial District Court 05-0-03	

# Magisterial District Judge 05-0-03

## DOCKET

Docket Number: MJ-05003-NT-0004763-2017

## Non-Traffic Docket

Commonwealth of Pennsylvania  
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