

Suzan DeBusk Paiva
Associate General Counsel



900 Race Street, 6th Floor
Philadelphia, PA 19107

May 14, 2020

Via Electronic Filing

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street – Filing Room (2 North)
P.O. Box 3265
Harrisburg, PA 17105-3265

Re: Rasheed Clark v. Verizon Pennsylvania LLC;
Docket No. **C-2019-3014882; AMENDED ANSWER OF VERIZON
PENNSYLVANIA LLC**

Dear Secretary Chiavetta:

Enclosed please find Verizon Pennsylvania LLC's Amended Answer and New Matter in connection with the above-referenced case, which was electronically filed today.

If you have any questions with regard to this filing, please direct them to me. Thank you for your attention to this matter.

Very truly yours,

A handwritten signature in blue ink that reads "Suzan D. Paiva/sau".

Suzan D. Paiva
Counsel for Verizon Pennsylvania LLC

SDP/sau
Enclosures

Via U.S First Class Mail

cc: Administrative Law Judge Eranda Vero
Office of Administrative Law Judge
Cynthia Lehman, Mediator
Rasheed Clark



CERTIFICATE OF SERVICE

I, Suzan D. Paiva, hereby certify that I have this day served a copy of the Amended Answer and New Matter of Verizon Pennsylvania LLC, upon the participants listed below.

Dated at Philadelphia, Pennsylvania, this 14th day of May, 2020.

VIA USPS FIRST CLASS MAIL

Rasheed Clark
1240 W. Hilton Street
Philadelphia, PA 19140



Suzan D. Paiva
Verizon Pennsylvania LLC
900 Race Street, 6th Floor
Philadelphia, PA 19107

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

RASHEED CLARK,	:	
	:	
Complainant,	:	
	:	
V.	:	Docket No. C-2019-3014882
	:	
	:	
VERIZON PENNSYLVANIA LLC,	:	
	:	
Respondent	:	

NOTICE TO PLEAD

TO: Rasheed Clark
1240 W. Hilton St.
Philadelphia, PA 19140

You are hereby notified that Verizon Pennsylvania Inc. (“Verizon PA”) has filed pursuant to 52 Pa. Code §5.62(b), an Amended New Matter to the Formal Complaint in the above-captioned proceeding. You may submit a response to the Amended New Matter within twenty (20) days pursuant to 52 Pa. Code § 5.63. If no response is submitted, the presiding officer may rule on the Amended New Matter without a response from you, thereby requiring no other proof. All Pleadings, such as a response to the Amended New Matter, must be filed with the Secretary of the Pennsylvania Public Utility Commission, with a copy served on the undersigned counsel for Verizon PA.

Date: May 14, 2020

Suzan DeBusk Paiva, I.D. No. 53853
Verizon
900 Race Street, 6th Floor
Philadelphia, PA 19107
Phone: (267) 768-6184
*Counsel for Respondent
Verizon Pennsylvania LLC*

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

RASHEED CLARK,	:	
	:	
Complainant,	:	
	:	
V.	:	Docket No. C-2019-3014882
	:	
	:	
VERIZON PENNSYLVANIA LLC,	:	
	:	
Respondent	:	

**AMENDED ANSWER AND NEW MATTER OF
VERIZON PENNSYLVANIA LLC**

Verizon Pennsylvania LLC (“Verizon PA”) hereby submits its Amended Answer and New Matter to the Complaint filed by Rasheed Clark (“Complainant”). Verizon PA understands that this matter has been assigned to Mediation following the April 25, 2020 Order denying Verizon PA’s Preliminary Objections. Verizon PA is amending its Answer to include recently discovered information and reserves the right to amend this Amended Answer if this case proceeds to litigation. In support of its Amended Answer, Verizon PA avers and represents as follows:

1. ADMITTED upon information and belief.
2. ADMITTED. However the correct corporate name of Respondent is Verizon Pennsylvania LLC.
3. ADMITTED that Verizon PA provides to the Complainant Fios Digital Voice, Internet and TV services, which are not regulated by the Commission. However, the

complaint does not relate to his service but rather to utility facilities located in an alley to the rear and side of his home.

4. DENIED AS STATED. Mr. Clark complains about wires running along the back and side of his property, contending that they are “low hanging” and limit his access to the back yard. Complainant states that he owns the rights to the alleyways adjoining his property and there are no easements that allow any public utilities to have access to his property, nor is he being compensated for this usage.

In his complaint, Mr. Clark states that, according to his deed, he owns the rights to the alleyways adjoining his property and there are no easements that allow any public utilities to have access to his property. A copy of the deed conveying the property at 1240 West Hilton Street in Philadelphia to Mr. Clark in 1994, which was obtained from the City of Philadelphia’s online records, shows that the deed does not provide ownership of the alleys that run behind and next to the house. The deed defines the property boundaries as extending “to” but not including the alleys. The deed provides “the free and common use, right, liberty and privilege of the said alleys as and for passageway and watercourse at all times hereafter, forever, in common with the owners, tenants and occupiers of the other lots of ground bounding thereon,” but not ownership of the alleys. A copy of the deed is attached hereto as Exhibit A. A deed map obtained from the City of Philadelphia’s online Atlas (a copy of which is attached as Exhibit B) confirms that the 4 feet wide alleys next to and behind 1240 West Hilton Street are not part of the property, and that the 15 feet by 80 feet description of the property boundaries contained in the deed does not include the alleys. In the City of Philadelphia, alleys are public right-of-way. See Philadelphia Code § 11-701 (a copy of which is attached as Exhibit C). Verizon is authorized to place its facilities in the public right-of-way in Philadelphia, including alleys, by virtue of 66 Pa.

C.S. § 1511 and its franchises in the City of Philadelphia. Verizon PA believes the facilities about which Mr. Clark is complaining are exclusively in the alleys. To the extent the Complaint raises any issue regarding the facilities that extend to the home from the public right-of-way in the alleys, Verizon records show that access was granted in 1919 to Verizon PA's predecessor, the Bell Telephone Company of Pennsylvania, "... the right to place wooden posts, cable boxes, cables and wires" on the real property at the location of Mr. Clark's home. In any event, Verizon PA would not be able to provide service to the home if it cannot extend its facilities from the public right-of-way in the alley to the home.

With respect to the safety of the facilities, Verizon PA technicians were dispatched to Mr. Clark's residence on November 21, 2019, and raised the telephone cables to a height that they can only be reached with a 10' ladder. The cables cannot be raised any higher and are already higher than the required height specifications. The lines were also inspected and found to be in good condition and do not pose a safety threat to Mr. Clark or anyone else. Telephone service cables do not carry enough voltage to be a fire hazard.

5. Verizon PA incorporates its response to Paragraph 4 above.
6. Complainant makes no allegations in Paragraph 6.
7. Verizon PA incorporates its response to Paragraph 4 above.
8. Complainant makes no allegations in Paragraph 8.
9. Complainant makes no allegations in Paragraph 9.
10. Complainant makes no allegations in Paragraph 10.

AMENDED NEW MATTER

Pursuant to 52 Pa. Code § 5.62(b), Verizon PA avers by way of New Matter as follows:

1. Mr. Clark complains about wires running along the back and side of his property, contending that they are “low hanging” and limit his access to the back yard. Complainant states that he owns the rights to the alleyways adjoining his property and there are no easements that allow any public utilities to have access to his property, nor is he being compensated for this usage.

2. The deed conveying the property at 1240 West Hilton Street in Philadelphia to Mr. Clark in 1994 does not provide ownership of the alleys that run behind and next to the house. The deed defines the property boundaries as extending “to” but not including the alleys. The deed provides “the free and common use, right, liberty and privilege of the said alleys as and for passageway and watercourse at all times hereafter, forever, in common with the owners, tenants and occupiers of the other lots of ground bounding thereon” but not ownership of the alleys. A copy of the deed is attached hereto as Exhibit A.

3. A deed map obtained from the City of Philadelphia’s online Atlas (a copy of which is attached as Exhibit B) confirms that the 4 feet wide alleys next to and behind 1240 West Hilton Street are not part of the property, and that the 15 feet by 80 feet description of the property boundaries contained in the deed does not include the alleys.

4. In the City of Philadelphia, alleys are public right-of-way. See Philadelphia Code § 11-701 (a copy of which is attached as Exhibit C). Verizon is authorized to place

its facilities in the public right-of-way in Philadelphia, including alleys, by virtue of 66 Pa. C.S. § 1511 and its franchises in the City of Philadelphia. .

5. Verizon believes the facilities at issue are exclusively in the alleys. To the extent the Complaint raises any issue regarding the facilities that extend to the home from the public right-of-way in the alleys, Verizon right-of-way records show that access was granted in 1919 to Verizon PA's predecessor, the Bell Telephone Company of Pennsylvania, "... the right to place wooden posts, cable boxes, cables and wires" on the real property at the location of Mr. Clark's home. In any event, Verizon PA would not be able to provide service to the home if it cannot extend its facilities from the public right-of-way in the alley to the home.

6. It is respectfully submitted that the Commission should dismiss this claim as it has no subject matter jurisdiction over right-of-way issues.

7. Verizon technicians were dispatched to Mr. Clark's residence on November 21, 2019, and raised the telephone cables to a height that they can only be reached with a 10' ladder. The cables cannot be raised any higher and are already higher than the required height specifications. The lines were also inspected and found to be in good condition and do not pose a safety threat to Mr. Clark or anyone else. Telephone service cables do not carry enough voltage to be a fire hazard.

WHEREFORE, for the reasons stated above, Verizon PA respectfully requests that this matter be denied and dismissed.

Respectfully submitted,



Date: May 14, 2020

Suzan DeBusk Paiva, I.D. No. 53853

Verizon

900 Race Street, 6th Floor

Philadelphia, PA 19107

Phone: (267) 768-6184

Counsel for Respondent

Verizon Pennsylvania LLC

ASSURANCE (PHILA.) CO. 4 9824

No. 700-B CORPORATION DEED

Printed for and by the Philadelphia Trust Co., 1330 Walnut St., Phila.

40 N 11-95 ✓

This Indenture Made the

day of June
hundred and NINETY-FOUR (1994)

In the year of our Lord one thousand nine

Between

PHILADELPHIA HOUSING DEVELOPMENT CORPORATION
(A PENNSYLVANIA NON-PROFIT CORPORATION)

61.07
0

(hereinafter called the Grantor), of the one part, and

RASHEED CLARK

(hereinafter called the Grantee), of the other part,

Witnesseth,

That the said Grantor

for and in consideration of the sum of

ONE DOLLAR (\$1.00) lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery, hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, aliened, enfeoffed, released and confirmed, and by these presents does grant, bargain and sell, alien, enfeoff, release and confirm unto the said Grantee his heirs and assigns,

ALL THAT CERTAIN lot or piece of ground with the Two story brick dwelling and porch front thereon erected.

SITUATE on the South side of Hilton Street at the distance of 434' and 3/4 of an inch Westward from the West side of Germantown Avenue in the 43rd Ward of the City of Philadelphia.

CONTAINING in front or breadth on said Hilton Street 15' and extending of that breadth Southward between parallel lines at right angles to said Hilton Street 80' to a certain 4' wide alley extending Eastward and Westward into and from 13th Street and communicating at a point near its Western end with another 4' wide alley extending an irregular course Northwestwardly and Southeastwardly from Allegheny Avenue to Hilton Street.

BEING No. 1240 West Hilton Street.

BEING the same premises, which Maggie Stern by deed dated 10/30/1984 and recorded 11/9/1984 in the County of Philadelphia in Deed Book JAP 53 page 444 conveyed unto Philadelphia Housing Development Corporation, a Penna. Non-Profit Corp., in fee.

4 4202 185

TOGETHER with the free and common use, right, liberty and privilege of the said alleys
as and for passageway and watercourse at all times hereafter, forever, in common with
the owners, tenants and occupiers of the other lots of ground bounding thereon.

0 0505 1 00

Re Premises No.: 1240 W. Hilton

UNDER AND SUBJECT to the condition and restriction that Grantee and Grantee's Successors, Assigns and Heirs shall not discriminate on the basis of race, color, religion, sex or national origin the sale, lease, rental or in the use or occupancy of this property or any improvements erected or to be erected thereon. AND Grantee, for Grantee, Grantee's Heirs, Successors and Assigns by acceptance of this Indenture, agrees with Grantor, its Successors and Assigns that said condition and restriction shall be a covenant running with the land and that in any Deed of Conveyance of this property, or any part thereof, to any person (s) or entity said restriction and condition shall be incorporated by reference to this Indenture and record hereof or as fully as set forth herein. THIS covenant may be enforced by the Grantor, its Successors or Assigns, the City of Philadelphia, and/or the United States of America.

Shela Wynn
 Witness

Rashid A. Clark
 Grantee Rashid Clark

6/4/94
 Date

 Grantee

0 0505 460

RE: 1240 W. Hilton Street

The estate conveyed herein is a FEE SIMPLE DETERMINABLE.

The conveyance herein is effective so long as the following requirements are met:

1. Within sixty (60) days of the date hereof, Grantee must commence the rehabilitation work necessary to bring the premises into compliance with the Building and Housing Code Standards of the City of Philadelphia;

2. Grantee must complete the work specified in Paragraph (1) above within two (2) years of commencing said work;

3. Grantee must occupy and retain both legal and equitable ownership of the property continuously for a period of five (5) consecutive years, commencing the date hereof.

Upon failure of the Grantee to fulfill the requirements set forth above, title to the premises will REVERT to Grantor, its successors and assigns, AUTOMATICALLY, upon notice that such failure exists and upon Grantee's failure to remedy same within thirty (30) days of said notice without any conveyance thereof being required. Notice hereunder shall be provided by a writing posted on the property or sent to Grantee at the property by regular mail.

Shela Vezfall
WITNESS

Rashad Clark
Grantee Rashad Clark

6/6/94
Date

Grantee

HST-MSR-AS IS - S/A
UHS not acq.
from FHA nor VA

0 0808 470

Together with all and singular the buildings and Improvements, Ways, Streets, Alleys, Passages, Waters, Water-courses, Rights, Liberties, Privileges, Hereditaments and Appurtenances, whatsoever thereunto belonging, or in any wise appertaining, and the Reversions and Remainders, Rents, Issues and Profits thereof; and all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever of it, the said Grantor in law as in equity, or otherwise howsoever, of, in, and to the same and every part thereof.

To have and to hold the said lot or piece of ground above described with the buildings and improvements thereon erected Hereditaments and Premises hereby granted, or mentioned and intended so to be, with the Appurtenances, unto the said Grantee, his heirs and Assigns, to and for the only proper use and behoof of the said Grantee, his heirs and Assigns, forever.

And the said Grantor, for itself, its Successors these presents, covenant, grant and agree, to and with the said Grantee, his heirs and Assigns, that it the said Grantor, and its Successors

all and singular the Hereditaments and Premises herein above described and granted, or mentioned and intended so to be with the Appurtenances, unto the said Grantee, his heirs and Assigns, against it the said Grantor, its Successors and Assigns and against all and every Person or Persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under it, them or any of them, shall and will UNDER AND SUBJECT as aforesaid WARRANT and forever DEFEND.

In Witness Whereof the said party of the first part has caused these presents to be duly executed the day and year first above written.

Sealed and Delivered IN THE PRESENCE OF US:

PHILADELPHIA HOUSING DEVELOPMENT CORPORATION
(A PENNSYLVANIA NON-PROFIT CORPORATION)

BY: Maceo S. Cummings
Maceo S. Cummings, Executive Vice President

ATTEST: Sally Davis
Assistant Secretary

0 0202 435

0 0595 471

PHILADELPHIA REAL ESTATE TRANSFER TAX CERTIFICATION

RECORDER'S USE ONLY

DATE RECEIVED

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. If more space is needed, attach additional sheet(s).

A. CORRESPONDENT - All inquiries may be directed to the following person:

NAME Sheila Wigfall	TELEPHONE NUMBER AREA CODE 215 : 448-3000
STREET ADDRESS 1234 Market Street - 10th Floor	CITY STATE ZIP CODE Philadelphia PA 19107

B. TRANSFER DATA

GRANTOR(S) Philadelphia Housing Development Corporation	DATE OF ACCEPTANCE OF DOCUMENT Rashad Clark
STREET ADDRESS 1234 Market Street - 10th Floor	STREET ADDRESS 1240 W. Hilton Street
CITY STATE ZIP CODE Philadelphia PA 19107	CITY STATE ZIP CODE Philadelphia PA 19140

C. PROPERTY LOCATION

STREET ADDRESS 1240 W. Hilton Street	CITY, TOWNSHIP, BOROUGH Philadelphia
COUNTY Philadelphia	SCHOOL DISTRICT Philadelphia
TAX PARCEL NUMBER	

D. VALUATION DATA

1. ACTUAL CASH CONSIDERATION \$1.00	2. OTHER CONSIDERATION + -0-	3. TOTAL CONSIDERATION = \$1.00
4. COUNTY ASSESSED VALUE \$1,760.00	5. COMMON LEVEL RATIO FACTOR x 3.47	6. FAIR MARKET VALUE = \$6,107.00

E. EXEMPTION DATA

1A. AMOUNT OF EXEMPTION - 0 -	1B. PERCENTAGE OF INTEREST COVERED 100%
----------------------------------	--

3. Check Appropriate Box Below for Exemption Claimed

- Will or Intestate succession (NAME OF DECEDENT) (ESTATE FILE NUMBER)
- Transfer to Industrial Development Agency.
- Transfer to agent or straw party. (Attach copy of agency/straw party agreement).
- Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed \$ _____
- Transfers to the Commonwealth, the United States, and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution).
- Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____ Page Number _____
Mortgagee (grantor) sold property to Mortgagor (grantee) (Attach copy of prior deed).
- Corrective deed (Attach copy of the prior deed).
- Other (Please explain exemption claimed, if other than listed above.) This is a transfer from a Non-Profit Instrumentality of the City of Philadelphia and formed for the purpose of promoting the development of low-cost housing in the City of Philadelphia.

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

SIGNATURE OF CORRESPONDENT OR RESPONSIBLE PARTY
Sheila Wigfall for PHDC

DATE
6/6/94

0 0595 472

Commonwealth of Pennsylvania

County of Philadelphia

On this, the 6th day of June, 19 94, before me, A Notary Public for the Commonwealth of Pennsylvania

the undersigned officer,

personally appeared Marco S. Cummings who acknowledged himself (herself) to be the Executive Vice President of Phila. Housing Development Corporation, and that he as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself (herself) as Executive Vice President.

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

Sheila Woffall
NOTARY PUBLIC

NOTARIAL SEAL
SHEILA WOFFALL, Notary Public
City of Philadelphia, Phila. County
My Commission Expires March 24, 1997

THIS DOCUMENT RECORDED

96 JUN 12

UNIVERSITY OF PENNSYLVANIA

000712

DEED

PHILADELPHIA HOUSING DEVELOPMENT CORPORATION (A PA NON-PROFIT CORP.)

to

RASHED CLARK

PREMISES: 1240 West Hilton Street Philadelphia, PA

06-14-94

John C. Clark Co, Phila 1992

#712
PA RTT 61.07
CHECK 61.07
ITEM 1
1CL 4813 08:5-TH

The address of the above-named Grantee is 1240 West Hilton Street Philadelphia, PA 19140

On behalf of the Grantee

[Signature]

0 0000 430



1240 W HILTON ST

PHILADELPHIA, PA 19140-5205

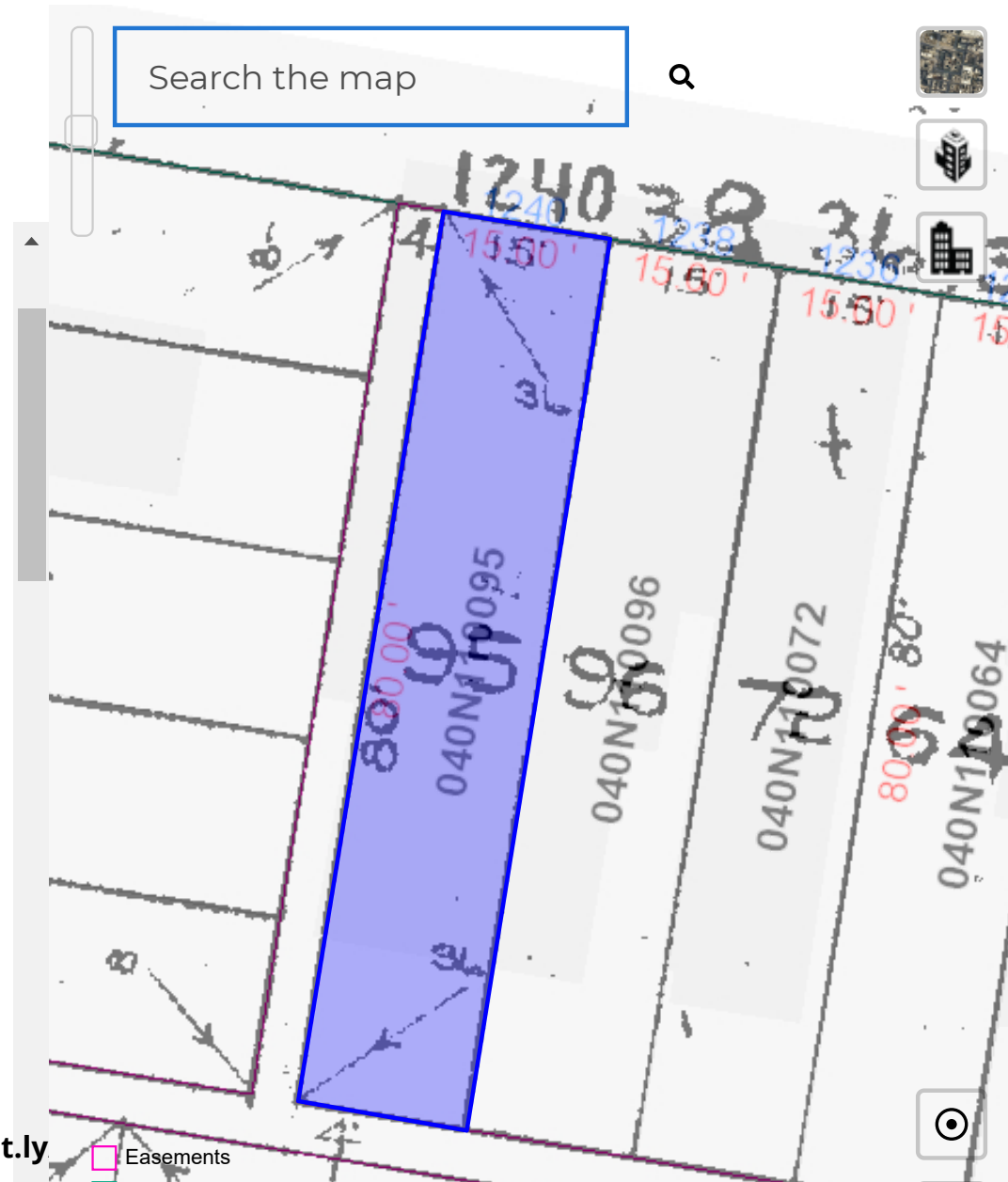
Deeds

Deed information and document transactions for this address. The map faithfully reflects property boundaries as described in recorded deeds including multiple types of easements. The property boundaries displayed on the map are for reference only and should not be used in place of the recorded deeds or land surveys. Source: Department of Records

There is 1 active parcel at this address.

040N110095

Feedback (//bit.ly



The Philadelphia Code

CHAPTER 11-700. RIGHT-OF-WAY MANAGEMENT 131**§ 11-701. General.**

(1) *Definitions.* Terms used in this Chapter shall have the following meanings, whether or not the terms are capitalized. Unless otherwise expressly stated, terms not defined in this Chapter shall be construed consistent with Title 47 of the United States Code, and, if not defined therein, with their common and ordinary meaning.

(a) *Aerial Facilities.* Poles, wires, cables, associated equipment, and other Facilities located above the surface of the ground, including their underground supports and foundations.

(b) *Cable Acts.* The Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992, as amended by portions of The Telecommunications Act of 1996, and as hereafter amended (47 U.S.C. §§ 521 et seq., as amended and hereafter amended).

(c) *Cable Franchise.* Shall have the meaning provided for the term "franchise" in the Cable Acts, 47 U.S.C. § 522(9).

(d) *Cable Franchise Agreement.* The agreement entered into by the City and a Cable Operator setting forth the terms and conditions of a Cable Franchise issued to the Cable Operator by the City.

(e) *Cable Operator.* Shall have the meaning provided in the Cable Acts, 47 U.S.C. § 522(5).

(f) *Cable Service.* Shall have the meaning provided in the Cable Acts, 47 U.S.C. § 522(6).

(g) *Cable System.* Shall have the meaning provided in the Cable Acts, 47 U.S.C. § 522(7).

(h) *City Agency.* Any department, board, commission, office, or agency of the City administration, including the Philadelphia Gas Works, but not including: concessionaires of the City; municipal, transportation, industrial development, housing, redevelopment, and other authorities and corporations established pursuant to the statutes of the Commonwealth; SEPTA; or the Philadelphia School District.

(i) *City Work.* All construction work performed by the City or any City Agency, with its own personnel or under contract, including repair, alteration, replacement, or maintenance of Facilities owned, operated, maintained, or controlled by the City or for which the City is responsible.

(j) *Combined Underground Facilities.* The aggregate of the pipes, conduit banks, conduits, and/or directly buried cables that a Licensee owns in an underground section of the ROW. For purposes of determining the linear feet of Combined Underground Facilities owned by a Licensee, all such Facilities located adjacent to each other in the same underground section of the ROW shall be considered a single Facility; for example, all conduits in a conduit bank shall be considered a single Facility, a conduit and the cable installed in the conduit shall be considered a single Facility, and multiple adjacent pipes shall be considered a single Facility.

(k) *Commissioner.* Collectively, the Streets Commissioner and designees.

(l) *Communications Act*. The Communications Act of 1934, 47 U.S.C. §§ 151 et seq., as amended and as hereafter amended.

(m) *Construction Permit*. Any permit issued pursuant to this Chapter or Chapters 9-300 or 11-200 for the construction or installation of Facilities in any Right-of-Way in the City, including, but not limited to, permits for excavation; for installation of underground conduit, ducts, manholes, handholes, and/or appurtenances thereto, or any other type of Underground Facilities; for construction or erection of poles, pole extensions, overhead fiber optic cable, appurtenances thereto, or any other type of Aerial Facilities; for installing fiber optic or other cable(s) in already installed conduit or ducts; for maintenance and repair activities that involve such construction, installation, or erection; or otherwise for the installation or construction of Facilities in any Right-of-Way.

(n) *Emergency Condition*. A condition that, in the judgment of the Commissioner, (i) constitutes an imminent risk to the health, welfare, or safety of the public, or (ii) has caused or is likely to cause Facilities already installed to be unusable and result in loss of the services provided through the Facilities.

(o) *End User Device*. Any device erected in and affixed permanently to the Right-of-Way, including, but not limited to, public pay telephones, that permits end-users to terminate or originate transmissions of voice or data.

(p) *Facility(ies)*. Conduit, pipes, cables, wires, lines, towers, optic fiber, antennae, poles, associated equipment and appurtenances, and any other facilities (exclusive of water and sewer pipes in Plumber's Ditches and End User Devices) located in the Right-of-Way and designed, constructed, and/or used, by Telecommunications Providers, Cable Service and OVS Service providers, Information Service Providers, Public Utilities, or other Persons for transmitting, transporting, or distributing communications, telecommunications, electricity, natural gas or manufactured gas, oil, gasoline, steam, water, waste water, or any other form of energy, signal or substance.

(q) *Franchise*. A Cable Franchise or OVS Franchise.

(r) *Franchisee*. Any Person that is issued a Cable Franchise or an OVS Franchise.

(s) *Franchise Agreement*. A Cable Franchise Agreement or OVS Agreement.

(t) *Information Service*. Shall have the meaning provided in the Communications Act, 47 U.S.C. § 153(20).

(u) *Licensee*. The recipient of a Right-of-Way Use License, Franchise, or other Right-of-Way Use Authorization that is issued by the City pursuant to this Chapter, and Persons holding existing franchises, authorizations pursuant to special ordinances, or other authorizations that are subject to the transitional provisions set forth in Section 11-701(6).

(v) *Open Video System or OVS*. Shall have the meaning provided in Title 47 of the Code of Federal Regulations, 47 C.F.R. § 76.1500 (a).

(w) *Open Video System Agreement or OVS Agreement.* The agreement entered into by the City and an OVS Operator setting forth the terms and conditions of an OVS Franchise issued to the OVS Operator by the City.

(x) *Open Video System Franchise or OVS Franchise.* Right-of-Way Use Authorization pursuant to this Chapter authorizing a Person to own, construct, operate and maintain an OVS System and provide OVS Service over an OVS System within the City.

(y) *Open Video System Operator or OVS Operator.* Shall have the meaning provided in Title 47, Part 76 of the Code of Federal Regulations, 47 C.F.R. § 76.1500(b).

(z) *Open Video System Service or OVS Service.* Video programming services, Cable Service, and other services similar to Cable Service that are provided over an Open Video System.

(aa) *Person.* Individual natural persons; corporations, companies, associations, joint stock companies, firms, partnerships, limited liability companies, and other entities; concessionaires of the City; municipal, transportation, industrial development, housing, redevelopment, and other authorities and corporations established pursuant to statute of the Commonwealth; the Philadelphia School District; and other government entities; provided, that Person does not include or apply to the City or to any City Agency.

(bb) *Plumber's Ditch.* A trench or other excavation made in the Right-of-Way for the purpose of maintaining, repairing, or replacing a water or sewer pipe used to connect a building or other structure with a water or sewer pipe located in the Right-of-Way in order to provide water or sewer service to the building or structure.

(cc) *Public Utilities Commission or PUC.* The State administrative agency, or lawful successor, authorized to regulate and oversee Public Utilities and Telecommunications Providers and Telecommunications Service in the Commonwealth of Pennsylvania, to the extent provided by law.

(dd) *Right-of-Way or Rights-of-Way or ROW.* The surface of and space above and below any real property in the City in which the City has a regulatory interest, or interest as a trustee for the public, as such interests now or hereafter exist, including, but not limited to, all Streets, highways, avenues, roads, alleys, sidewalks, pedestrian and vehicle tunnels and passageways, concourses, viaducts, bridges, and skyways under the control of the City, and any unrestricted public or utility easements established, dedicated, platted, improved or devoted for Utility purposes; provided, that the following lands are not included in the Right-of-Way: lands administered by the Division of Aviation of the Commerce Department; lands owned by the City that are not Streets; and lands, other than the following Streets, that are under the care and jurisdiction of the Fairmount Park Commission: Belmont Avenue, Bells Mill Road, Benjamin Franklin Parkway, Cobbs Creek Parkway, Cresheim Valley Drive, Haverford Avenue, Henry Avenue, Hunting Park Avenue, Kelly Drive, Lansdowne Avenue, Lincoln Drive, Montgomery Drive, Parkside Avenue, Rhawn Street, Roosevelt Boulevard, the Schuylkill Expressway, Southern Parkway, and West River Drive. The phrases "in the Right(s)-of-Way" and "in the right(s)-of-way" mean "in, on, over, along, above and/or under the Right(s)-of-Way" or "right(s)-of-way".

(ee) *Right-of-Way Use Agreement or ROW Use Agreement.* Written agreement required and entered into pursuant to this Chapter giving a Person the non-exclusive right to own, construct, operate and maintain Facilities in any Right-of-Way in the City.

(ff) *Right-of-Way Use Authorization or ROW Use Authorization.* A Right-of-Way Use License, Cable Franchise, or OVS Franchise issued pursuant to this Chapter.

(gg) *SEPTA.* The Southeastern Pennsylvania Transportation Authority.

(hh) *Service(s).* Any Telecommunications Service, Cable Service, OVS Service, service providing Video Programming, Information Service, Utility service (including, but not limited to, electric, gas, water, or steam service), or other form of service provided by means of Facilities located in the Right-of-Way.

(ii) *Street.* A strip of land or part thereof within the Right-of-Way, whether dedicated or not, that is intended or used for vehicular and/or pedestrian traffic. The phrase "in the (a) Street(s)" means "in, on, over, along, above and/or under the (a) Street(s)".

(jj) *Telecommunications.* Shall have the meaning provided in the Communications Act, 47 U.S.C. § 153(43).

(kk) *Telecommunications Facilities.* The plant, equipment and property within the City used to transmit, receive, distribute, provide or offer Telecommunications Service.

(ll) *Telecommunications Provider.* Includes every Person who provides Telecommunications Service over Telecommunications Facilities.

(mm) *Telecommunications Service.* Shall have the meaning provided in the Communications Act, 47 U.S.C. § 153(46).

(nn) *Transfer of Interest.* As applied to a Right-of-Way Use Authorization and/or the Facilities authorized thereby: the assignment, transfer, or other disposition, directly or indirectly, by sale, lease, merger, consolidation, or other act, by operation of law or otherwise, of any interest, in whole or in part, in the ROW Use Authorization or such Facilities, including, but not limited to, actual control over the ROW Use Authorization.

(oo) *Underground Facilities.* Facilities located under the surface of the ground or pavement, excluding the underground foundations or supports for Aerial Facilities.

(pp) *Video Programming.* Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

(2) *Right-of-Way Use Authorization and Agreement Required.*

(a) *ROW Use Authorization.* Except as otherwise provided in this Chapter, no Person shall own, construct, operate, maintain, or repair Facilities in any Right-of-Way of the City to provide or to enable others to provide Services to Persons or areas in the City or outside the City unless a Right-of-Way Use Authorization is first issued to the owner of such Facilities. The types of Right-of-Way Use Authorization are a Right-of-Way Use License, a Cable Franchise, and an Open Video System Franchise.

(b) *Authorization of Commissioner Required.* Any Right-of-Way Use License shall be authorized and issued only by the Commissioner, and shall not become effective unless or until so authorized and issued. Any Cable Franchise or Open Video System Franchise shall be authorized only by separate ordinance of City Council, and shall not become effective unless or until so authorized. In considering such an authorization, the Commissioner and, where applicable, Council shall consider whether the applicant has demonstrated:

(.1) that it has no substantial history of non-compliance with applicable law and regulation relating to the management of, and the construction and maintenance of Facilities in, Streets and rights-of-way, wherever located;

(.2) that it possesses all licenses, permits, and authorizations required by the Federal Communications Commission, the PUC, the Commonwealth, and the City as a condition of its using the Right-of-Way and furnishing the Services and operating the Facilities proposed by the applicant;

(.3) in the case of a Franchise, that its Cable System or Open Video System is responsive to the needs and interests of the local community and has satisfied such further requirements of Council as are permissible under the Communications Act.

Decisions of the Commissioner with respect to any application for a Right-of-Way Use Authorization shall be appealable, within thirty days, to the Board of License and Inspection Review. Nothing in this Chapter, however, shall create any obligation on the part of Council to grant any application or any entitlement in any applicant to any Right-of-Way Use Authorization.

(c) *ROW Use Agreement.* No ROW Use Authorization shall be effective, nor shall the applicant receive any rights, benefits, or privileges pursuant to the authorization, unless and until the applicant has executed a Right-of-Way Use Agreement, in form and content established by regulation.

(d) *Insurance, Indemnification and Security.*

(.1) *Insurance.* The Licensee shall furnish, at the Licensee's expense, insurance for general liability, property damage, bodily injury, and wrongful death, in form, amount and duration determined by the Commissioner by regulation, to cover a loss that may be incurred for construction, reconstruction, repair, relocation or installation of Facilities or other work in the ROW. The City shall be named as an additional insured as provided in subsection (.2). The Commissioner may accept a plan of self-insurance as a substitute for such insurance, if the Commissioner determines that such self-insurance adequately protects the City and the public.

(.2) *Indemnification.*

(i) Each Licensee shall fully indemnify and save harmless and, if requested, defend the City, its officers, agents and employees, of and from liability for damages or injury to the Right-of-Way or to Persons or property in a claim or suit seeking to impose liability on the City, its officers, agents or employees, arising out of an act or omission of a Person, agent, or employee engaged or employed in, about or upon the work by, at the instance of, or with the approval or consent of the Licensee, including, but not limited to, a failure of the Licensee or such Person, agent, or employee to comply with this Chapter, Chapter 9-300, Chapter 11-200, or any

Construction Permit. The Licensee shall have the City named as an additional insured on the insurance required under subsection (.1) and any insurance the Licensee requires of such Person, agent, or employee. The coverage of the City as an additional insured shall be limited to the acts or omissions of the Licensee or such Person, agent, servant, or employee.

(ii) The indemnification required under subsection (i) shall not apply to any liability to the extent it is caused by the negligent or willful acts of the City, its officers, agents or employees; shall be solely for the benefit of the City, its officers, agents or employees; and is not intended to create any rights in any other Licensee or Person.

(.3) *Security.* In addition to the requirements of subsections (.1) and (.2), the Commissioner may require a Licensee to furnish security, in the form of a surety bond or an unconditional letter of credit where the Commissioner determines that additional security is necessary. If required by the Commissioner, the Licensee shall furnish security, as a condition of any Construction Permit and prior to commencing any work in the ROW, in an amount sufficient to ensure completion of the work in accordance with this Chapter, Chapters 9-300 and 11-200, and the Construction Permit(s); and shall maintain the security as long as it is performing any work in the ROW.

(3) *Application for ROW Use Authorization.* Application for a ROW Use Authorization, other than an application for a Cable Franchise or OVS Franchise, shall be made on a form, established by the Commissioner by regulation. Within a reasonable period of time after receiving a complete application hereunder, the Commissioner shall make a determination, based on the standards enumerated in subsection (2)(b), approving or denying the application in whole or in part. If the application is wholly or partly denied, the determination shall include the reasons for denial. The Commissioner shall establish by regulation a minimum application fee, the amount of which shall initially be Three Thousand Five Hundred Dollars (\$3,500) in the case of applications for Right-of-Way Use Licenses where the Licensee's Facilities will occupy, in the aggregate, more than two thousand (2,000) linear feet in the Right-of-Way, and Seven Hundred Dollars (\$700) where the Licensee's Facilities will occupy, in the aggregate, two thousand (2,000) or fewer linear feet in the Right-of-Way. The application fee will be paid at the time of application. The Commissioner shall review the application fees at least every three (3) years and make such increases or decreases, by regulation, as are appropriate based on the applicable costs of the City.

(4) *Use Authorized.* No ROW Use Authorization shall confer any exclusive right, privilege or license to occupy or use the Right-of-Way for any purpose; or mean or include any exclusive right or privilege of transacting and carrying on any business within the City; or explicitly or impliedly preclude or affect the City's right to authorize use of the Right-of-Way by other Persons to own, construct, operate, maintain, and/or provide the same or different Facilities or Services, or for other purposes as the City determines appropriate; or affect the City's right to itself construct, operate or maintain any type of Facilities or offer any type of Services in the Right-of-Way, with or without a ROW Use Authorization; or authorize, or excuse any entity from securing, such further easements, leases, permits or other approvals as may be required by applicable law or regulation to occupy and use the Right-of-Way; or convey any right, title or interest in any Right-of-Way greater or other than an agreement only to use and occupy the Right-of-Way for the purposes and term provided in the authorization, the authorizing ordinance

of Council, if required under this Chapter, and/or the Right-of-Way Use Agreement; or be construed as any warranty of title.

(5) *Transitional Provisions.*

(a) *Persons already authorized to occupy the Right-of-Way.* Any Person holding a special ordinance, license, or other authorization from the City to own, construct, operate, and/or maintain Facilities in the Right-of-Way to provide Services, or Facilities for others, may continue to conduct those activities expressly authorized, and to own, construct, operate and/or maintain those specific Facilities and route(s) authorized for the purposes provided in the authorization until the earlier of (i) the conclusion of the present term of its existing authorization (but not any renewal or extension thereof) or (ii) one year after the effective date of this Chapter; provided, that in the case of a Franchise, such authorization shall continue until the expiration of the current term of the Franchise. Notwithstanding the foregoing, such Persons (with the exception of Franchisees) shall apply for a superseding ROW Use Authorization pursuant to this Chapter within one hundred and twenty (120) days after the effective date of the Chapter; and shall be subject to this Chapter to the extent permitted by law.

(b) *Pending applications.* Applications for an authorization to occupy or use the Right-of-Way that are pending on the effective date of this Chapter shall be subject to this Chapter. A Person with a pending application shall submit additional information to comply with the requirements of this Chapter and applicable regulations of the Commissioner governing applications within thirty (30) days from the effective date of this Chapter.

(c) *Persons operating without a ROW Use Authorization.* The owner or operator of any Facilities currently located in the Right-of-Way, the construction, operation, or maintenance of which is not currently authorized but is required to be authorized under this Chapter, shall have one hundred and twenty (120) days from the effective date of this Chapter to file its application(s) for a ROW Use Authorization. Any Person timely filing such an application shall not be subject to a penalty for failure to have such a ROW Use Authorization, as long as said application remains pending; provided, however, that nothing herein shall relieve any person of any liability for its failure to obtain any permit or other authorization required under other provisions of this Code, or City ordinances or regulations, and nothing herein shall prevent the City from requiring removal of any facilities installed in violation of this Code or City ordinances or regulations.

(6) *Owner's Consent.* No ROW Use Authorization expressly or impliedly authorizes a Licensee to provide any Services to, or install any Facilities on, any private property without the owner's consent, or to use publicly or privately owned poles, ducts or conduits without a separate agreement with the owners thereof for such use.

VERIFICATION

I, Douglas R. Smith, Director – External Affairs of Verizon, hereby state that the facts above set forth are true and correct to the best of my knowledge, information and belief and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904, (relating to unsworn falsifications to authorities).



DOUGLAS R. SMITH
Director – External Affairs

No. 700-B CORPORATION DEED

Printed for and sold by the Philadelphia Trust Co., 1320 Walnut St., Phila.

40 N 11-95 ✓

This Indenture Made the

day of June
hundred and NINETY-FOUR (1994)

In the year of our Lord one thousand nine

Between

PHILADELPHIA HOUSING DEVELOPMENT CORPORATION
(A PENNSYLVANIA NON-PROFIT CORPORATION)

61.07
0

(hereinafter called the Grantor), of the one part, and

RASHEED CLARK

(hereinafter called the Grantee), of the other part,

Witnesseth,

That the said Grantor

for and in consideration of the sum of

ONE DOLLAR (\$1.00)

lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery, hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, aliened, enfeoffed, released and confirmed, and by these presents does grant, bargain and sell, alien, enfeoff, release and confirm unto the said Grantee his heirs and assigns,

ALL THAT CERTAIN lot or piece of ground with the Two story brick dwelling and porch front thereon erected.

SITUATE on the South side of Hilton Street at the distance of 434' and 3/4 of an inch Westward from the West side of Germantown Avenue in the 43rd Ward of the City of Philadelphia.

CONTAING in front or breadth on said Hilton Street 15' and extending of that breadth Southward between parallel lines at right angles to said Hilton Street 60' to a certain 4' wide alley extending Eastward and Westward into and from 13th Street and communicating at a point near its Western end with another 4' wide alley extending an irregular course Northwestwardly and Southeastwardly from Allegheny Avenue to Hilton Street.

BEING No. 1240 West Hilton Street.

BEING the same premises, which Maggie Stern by deed dated 10/30/1984 and recorded 11/9/1984 in the County of Philadelphia in Deed Book JAP 53 page 444 conveyed unto Philadelphia Housing Development Corporation, a Penna. Non-Profit Corp., in fee.

EXHIBIT

Verizon Exhibit 2

TOGETHER with the free and common use, right, liberty and privilege of the said alleys
as and for passageway and watercourse at all times hereafter, forever, in common with
the owners, tenants and occupiers of the other lots of ground bounding thereon.

0 0505 1 00

Re Premises No.: 1240 W. Hilton

UNDER AND SUBJECT to the condition and restriction that Grantee and Grantee's Successors, Assigns and Heirs shall not discriminate on the basis of race, color, religion, sex or national origin the sale, lease, rental or in the use or occupancy of this property or any improvements erected or to be erected thereon. AND Grantee, for Grantee, Grantee's Heirs, Successors and Assigns by acceptance of this Indenture, agrees with Grantor, its Successors and Assigns that said condition and restriction shall be a covenant running with the land and that in any Deed of Conveyance of this property, or any part thereof, to any person (s) or entity said restriction and condition shall be incorporated by reference to this Indenture and record hereof or as fully as set forth herein. THIS covenant may be enforced by the Grantor, its Successors or Assigns, the City of Philadelphia, and/or the United States of America.

Shela Arzuff
 Witness

Rashid H. Clark
 Grantee Rashid Clark

6/4/94
 Date

 Grantee

0 0505 400

RE: 1240 W. Hilton Street

The estate conveyed herein is a FEE SIMPLE DETERMINABLE.
The conveyance herein is effective so long as the following requirements are met:

1. Within sixty (60) days of the date hereof, Grantee must commence the rehabilitation work necessary to bring the premises into compliance with the Building and Housing Code Standards of the City of Philadelphia;
2. Grantee must complete the work specified in Paragraph (1) above within two (2) years of commencing said work;
3. Grantee must occupy and retain both legal and equitable ownership of the property continuously for a period of five (5) consecutive years, commencing the date hereof.

Upon failure of the Grantee to fulfill the requirements set forth above, title to the premises will REVERT to Grantor, its successors and assigns, AUTOMATICALLY, upon notice that such failure exists and upon Grantee's failure to remedy same within thirty (30) days of said notice without any conveyance thereof being required. Notice hereunder shall be provided by a writing posted on the property or sent to Grantee at the property by regular mail.

Shula Kuyfoll
WITNESS

Rashad Clark
Grantee Rashad Clark

6/6/94
Date

Grantee

HST-MSR-AS IS - S/A
UHS not acq.
from FHA nor VA

0 0508 470

Together with all and singular the buildings and Improvements, Ways, Streets, Alleys, Passages, Waters, Water-courses, Rights, Liberties, Privileges, Hereditaments and Appurtenances, whatsoever thereunto belonging, or in any wise appertaining, and the Reversions and Remainders, Rents, Issues and Profits thereof; and all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever of it, the said Grantor in law as in equity, or otherwise howsoever, of, in, and to the same and every part thereof.

To have and to hold the said lot or piece of ground above described with the buildings and improvements thereon erected Hereditaments and Premises hereby granted, or mentioned and intended so to be, with the Appurtenances, unto the said Grantee, his heirs and Assigns, to and for the only proper use and behoof of the said Grantee, his heirs and Assigns, forever.

And the said Grantor, for itself, its Successors

doth by these presents, covenant, grant and agree, to and with the said Grantee, his heirs and Assigns, that it the said Grantor, and its Successors

all and singular the Hereditaments and Premises herein above described and granted, or mentioned and intended so to be with the Appurtenances, unto the said Grantee, his heirs

and Assigns, against it the said Grantor, its Successors and assigns and against all and every Person or Persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under it, them or any of them, shall and will UNDER AND SUBJECT as aforesaid

WARRANT and forever DEFEND.

In Witness Whereof the said party of the first part has caused these presents to be duly executed the day and year first above written.

Sealed and Delivered IN THE PRESENCE OF US:

PHILADELPHIA HOUSING DEVELOPMENT CORPORATION
(A PENNSYLVANIA NON-PROFIT CORPORATION)

BY: Maceo S. Cummings
Maceo S. Cummings, Executive Vice President

ATTEST: Sally Davis
Assistant Secretary

0 0202 435

0 0595 471

PHILADELPHIA REAL ESTATE TRANSFER TAX CERTIFICATION

RECORDER'S USE ONLY

DATE RECEIVED

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. If more space is needed, attach additional sheet(s).

A. CORRESPONDENT - All inquiries may be directed to the following person:

NAME Sheila Wigfall		TELEPHONE NUMBER	
STREET ADDRESS 1234 Market Street - 10th Floor		AREA CODE 215	NUMBER 448-3000
CITY Philadelphia	STATE PA	ZIP CODE 19107	

B. TRANSFER DATA

GRANTOR(S) NAME(S) Philadelphia Housing Development Corporation		DATE OF ACCEPTANCE OF DOCUMENT Rocheed Clark	
STREET ADDRESS 1234 Market Street - 10th Floor		STREET ADDRESS 1240 W. HILTON STREET	
CITY Philadelphia	STATE PA	ZIP CODE 19107	CITY Philadelphia
			STATE PA
			ZIP CODE 19140

C. PROPERTY LOCATION

STREET ADDRESS 1240 W. Hilton Street		CITY, TOWNSHIP, BOROUGH Philadelphia
COUNTY Philadelphia	SCHOOL DISTRICT Philadelphia	TAX PARCEL NUMBER

D. VALUATION DATA

1. ACTUAL CASH CONSIDERATION \$1.00	2. OTHER CONSIDERATION -0-	3. TOTAL CONSIDERATION = \$1.00
4. COUNTY ASSESSED VALUE \$1,760.00	5. COMMON LEVEL RATIO FACTOR x 3.47	6. FAIR MARKET VALUE = \$6,107.00

E. EXEMPTION DATA

1A. AMOUNT OF EXEMPTION - 0 -	1B. PERCENTAGE OF INTEREST COVERED 100%
---	---

3. Check Appropriate Box Below for Exemption Claimed

- Will or Intestate succession _____ (NAME OF DECEDENT) (ESTATE FILE NUMBER)
- Transfer to Industrial Development Agency.
- Transfer to agent or straw party. (Attach copy of agency/straw party agreement).
- Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed \$ _____
- Transfers to the Commonwealth, the United States, and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution).
- Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____, Page Number _____
Mortgagee (grantor) sold property to Mortgagor (grantee) (Attach copy of prior deed).
- Corrective deed (Attach copy of the prior deed).
- Other (Please explain exemption claimed, if other than listed above.) This is a transfer from a Non-Profit Instrumentality of the City of Philadelphia and formed for the purpose of promoting the development of low-cost housing in the City of Philadelphia.

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

SIGNATURE OF CORRESPONDENT OR RESPONSIBLE PARTY <i>Sheila Wigfall for PHDC</i>	DATE 6/6/94
---	-----------------------

0 0595 472

Commonwealth of Pennsylvania

County of Philadelphia

On this, the 6th day of June

19 94, before me, A Notary Public for the

Commonwealth of Pennsylvania

the undersigned officer,

personally appeared Maceo S. Cummings who acknowledged himself (herself) to be the Executive Vice President of Phila. Housing Development Corporation, and that he as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself (herself) as Executive Vice President.

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

Sheila Whofall
NOTARY PUBLIC

NOTARIAL SEAL
SHEILA WHOFALL, Notary Public
City of Philadelphia, Phila. County
My Commission Expires March 24, 1997

THIS DOCUMENT RECORDED

29 JUN 14

000712

DEED

PHILADELPHIA HOUSING DEVELOPMENT CORPORATION (A PA NON-PROFIT CORP.)

to

RASHED CLARK

PREMISES: 1240 West Hilton Street Philadelphia, PA

06-14-94

John C. Clark Co, Phila 1992

#712
PA RTT 61.07
CHECK 61.07
ITEM 1
1CL 4813 08:5-TH

The address of the above-named Grantee is 1240 West Hilton Street Philadelphia, PA 19146

On behalf of the Grantee

[Signature]

0 0202 430

Verizon Exhibit 3
C-2019-3014882
9/7/22 JK

City of Philadelphia Atlas

1240 West Hilton St

Map showing property boundaries and addresses. A blue location pin is placed on the property at 1238 West Hilton St. The map includes street names: N Park Ave, N 13th St, W Allegheny Ave, and W Hilton St. A search bar at the top left contains '1240 West Hilton St'. A 'Feedback' button is located at the bottom center.

Verizon Exhibit #4

Verizon Exhibit 4
C-2019-3014882
9/7/22 JK















RESERVED PARKING

RESERVED PARKING

RESERVED PARKING



RESERVED PARKING

