



17 North Second Street
12th Floor
Harrisburg, PA 17101-1601
717-731-1970 Main
717-731-1985 Main Fax
www.postschell.com

Anthony D. Kanagy

akanagy@postschell.com
717-612-6034 Direct
717-731-1985 Direct Fax
File #: 126931

October 27, 2015

VIA ELECTRONIC FILING

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor North
P.O. Box 3265
Harrisburg, PA 17105-3265

**Re: Real Estate Sales Agreement between Duquesne Light Company and Allegheny
County Sanitary Authority, Allegheny County, PA
Docket No. U-2015-2494987**

Dear Secretary Chiavetta:

Attached please find the responses of Duquesne Light Company to Bureau of Technical Utility Services' Data Request Numbers 1 and 2 in the above-referenced proceeding.

Respectfully submitted,

A handwritten signature in blue ink that reads 'Anthony D. Kanagy'. The signature is written in a cursive style with a large initial 'A'.

Anthony D. Kanagy

ADK/skr
Attachment

cc: Stephen Jakab (*via e-mail*)

Docket No. U-2015-2494987
Real Estate Sales Agreement
Duquesne Light Company and Allegheny County Sanitary Authority
Data Requests

1. **The Sales Agreement states that the consideration for your transfer of two contiguous parcels of land to Allegheny County Sanitary Authority is \$8,800.00. The effective area of the first parcel of land is 21.94 acres and the area of the second parcel of land is 24,742 square feet. Please provide the original value and present value of the properties being transferred.**

RESPONSE:

- A. Duquesne took title to the real property at issue in this docket (the "Property") as follows:

1. 21.94 acre parcel (Parcel 1)

On November 14, 1888, the Philadelphia Company (predecessor in interest to Duquesne) purchased for \$900.00 an easement and right of way for the transmission infrastructure that it maintains on the Parcel 1. Please see a copy of the subject deed attached as Exhibit A.

On August 5, 1926, Duquesne took title to the underlying fee interest in Parcel 1 from W.B. Carson and Sarah C. Carson, his wife, for \$1.00. Please see attached as Exhibit B a copy of the subject deed. Please note that the conveyed parcel is larger than Parcel 1. As both the easement and underlying fee interest in Parcel 1 was then owned by Duquesne, Duquesne's interests in Parcel 1 merged.

2. 24,742 square feet parcel (Parcel 2)

On May 11, 1927, Duquesne took title to Parcel 2 from Southern Heat, Light and Power Company for \$0 as part of the acquisition by Duquesne of that entity. Duquesne does not have record of any allocation of value to this specific parcel. Please see attached as Exhibit C a copy of the subject deed.

- B. Please see the value attributed to the Property, below.

1. The present value of Parcel 1 was derived from the appraisal dated October 6, 2011 from Timothy Meals, an independent Certified General Appraiser. Please see attached as Exhibit D a copy of this appraisal. Duquesne does not believe that the value of the Parcel 1 in the period since the date of the appraisal would have appreciated sufficiently to justify the additional expense of an updated appraisal. To the best of Duquesne's knowledge, the actual market value of Parcel 1, less the value of the retained right of way in the Property, is \$8,800.00.
2. The underlying rights to Parcel 2 were not attributed a dollar value in connection with this transfer, as more than half of Parcel 2 is literally under Chartiers Creek, the remaining portion frequently floods, and it is completely landlocked by Parcel 1. Please see the tax parcel image below. Duquesne would retain the same rights of way on Parcel 2 as on Parcel 1, and it made sense from an operational perspective to divest the remaining interests in Parcel 2 for the reasons set forth below.



2. Provide any additional information to justify the fairness of the consideration for transfer of the properties (Agreement).

RESPONSE:

Duquesne uses the Property solely for the maintenance of transmission infrastructure. Duquesne will retain all rights necessary to continue to use the Property for this purpose. As you can see from the images below, the towers and lines occupy most of the Property and Duquesne requires vegetation management rights over the remainder, making development of the Property impossible.



The Property is prone to significant flooding, which further diminishes the marketability and use of the Property. Duquesne is required to insure, maintain and pay property taxes on the Property when all that Duquesne truly utilizes is the right of way that it will be retaining under the Agreement of Sale. By way of example, taxes alone on the Property are more than \$600 a year.

By divesting its interest in the underlying interests in the Property and retaining a right of way for its current use, Duquesne would be eliminating the expense (both administrative and operational) associated with the Property and assisting the Allegheny County Sanitary Authority ("Alcosan") with an important regional infrastructure project.

Alcosan is subject to a Consent Decree with the United States Environmental Protection Agency, Pennsylvania Department of Environmental Protection, and the Allegheny County Health Department to comply with the Clean Water Act during periods of wet weather. Alcosan's combined sewer system becomes overwhelmed with rainwater during significant rainfall events, resulting in discharge to local rivers. Alcosan plans to build stormwater retention ponds on the Property to capture rainwater before it reaches Alcosan's system.

Exhibit A

Exhibit A.

INDENTURE

Made this 14th day of November, A. D. Eighteen Hundred and Eighty-eight, between MARIA LOUISA MCGUNNEGIE, of the City of Allegheny, party of the first part, and the PHILADELPHIA COMPANY, a corporation under the laws of the state of Pennsylvania, party of the second part:

WITNESSETH, that the said party of the first part, in consideration of the agreements herein made and the sum of Nine Hundred, (\$900) Dollars paid to her on the delivery hereof by the said party of the second part, the receipt of which sum is hereby acknowledged, do hereby grant, bargain, sell, convey and release unto the said party of the second part, its successors and assigns, a right of way or easement upon which to lay down and maintain one 12 inch line of pipe for the conveyance of gas over and across that certain tract of land, situated in Chartiers Township, Allegheny County, Pennsylvania, bounded by the Ohio River, Chartiers Creek and by lands of Woods, Martell, Sheradan and others, and known as the McGunnegle Homestead Farm, described by surveyed route as follows:

Beginning at a point on the line of land of Wm. Sheradan, running thence North twenty-one degrees East, (N.21° E), Fourteen hundred and ten feet (1410 ft.), thence by a fifteen degree curve (15°) to the right two hundred and sixty-four feet to a point in public street; together with the right to enter upon said land from time to time with the necessary workmen, pipes and other materials for the purposes of laying down the said line of pipe upon said right of way, and of inspecting, operating, repairing and replacing the same, and such other rights as are incident to the proper enjoyment of the grant hereby made: to have and to hold the said right of way and rights, to the said party of the second part, its successors and assigns, so long as the same shall be useful for the said purpose.

And the following agreements are made part hereof and become binding upon the said Philadelphia Company by its acceptance of this grant, to-wit:

Exhibit A.

That the said line of pipe shall be buried not less than two feet underground: that the said Maria Louisa McGunnege, party of the first part shall use and enjoy the ground embraced within said right of way for her ordinary farming or other purposes, subject to necessary interruption; that payment shall be made to the said party of the first part or her tenant for injury to growing crops and fences each year, and for any loss sustained should the trenches remain open longer than thirty days in the laying, repairing or replacing of pipes upon said right of way; that the said party of the first part may cross, and may grant to others the right to cross said line of pipe with other lines of pipe, but the latter in no way disturbing or injuring the former, that the agreements hereof shall apply to and be binding upon the heirs, successors and assigns of the parties respectively:

WITNESS the hand and seal of the first part, dated the day and year first above written.

Signed, sealed and delivered
in the presence of

(Sgd) Maria L. McGunnege (SEAL)

(Sgd) W. S. McKinney

Received the day of the date of the within Indenture of the said Philadelphia Company, the sum of Nine hundred dollars (\$900.00) being the consideration money hereof, payable at this date in full.

Witness:

(Sgd) W. S. McKinney

(Sgd) Maria L. McGunnege.

Exhibit B

This Indenture,

Made the fifth day of August in the year of our Lord one thousand nine hundred and twenty-six (1926).

Between W. B. CARSON and SARAH C. CARSON, his wife, of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, parties of the first part, and

DUQUESNE LIGHT COMPANY,

a corporation or body politic, created by and existing under the laws of the Commonwealth of Pennsylvania, having its domicile in the City of Pittsburgh,

County of Allegheny, party of the second part:

Witnesseth, That the said parties of the first part, for and in consideration of the sum of ONE (\$1.00) Dollars,

lawful money of the United States of America, unto them well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged have granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release, convey and confirm unto the said party of the second part, its successors and assigns, forever,

All that certain tract of land situate partly in the 20th Ward of the City of Pittsburgh and partly in the Township of Chartiers, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point in the center of a Township Road and on the Northerly line of the Right of Way of the Ohio Connecting Railroad; thence along the line of the Ohio Connecting Railroad and the land of the Heirs of Maria McGunnege, the following ten (10) courses and distances: North 67 degrees 9 minutes 45 seconds West for a distance of twenty-five and thirty-seven hundredths (25.37) feet; South 86 degrees 50 minutes 15 seconds West for a distance of one hundred (100) feet; North 71 degrees 30 minutes 35 seconds West for a distance of one hundred thirteen and fifty-nine hundredths (113.59) feet; North 80 degrees 12 minutes 18 seconds West for a distance of one hundred thirteen and fifty-nine hundredths (113.59) feet; North 88 degrees 54 minutes West for a distance of one hundred thirteen and fifty-nine hundredths (113.59) feet; North 46 degrees 22 minutes 9 seconds West for a distance of one hundred fifty-five (155) feet; South 69 degrees 21 minutes 45 seconds West for a distance of five hundred ninety (590) feet; South 76 degrees 28 minutes 45 seconds West for a distance of

hundredths (282.26) feet; thence North 84 degrees 15 minutes 45 seconds West for a distance of eight and twenty-nine hundredths (8.29) feet to the center line of Chartiers Creek; thence along the center line of Chartiers Creek the following courses and distances: North 77 degrees East for a distance of one hundred ninety-three and ninety-one hundredths (193.91) feet; North 63 degrees East for a distance of three hundred (300) feet; North 56 degrees 45 minutes East for a distance of four hundred seventy-two and fifteen hundredths (472.15) feet to a point of curve; thence by a curve curving to the right with a radius of eight hundred twenty-nine and thirty-nine hundredths (829.39) feet, for a distance of one hundred and ninety-nine and four hundredths (199.04) feet to a point of tangent; thence North 70 degrees 30 minutes East for a distance of three hundred seventy and forty-five hundredths (370.4) feet to a point of curve; thence by a curve curving to the left with a radius of seven hundred thirty-nine and ninety-five hundredths (739.95) feet, for a distance of three hundred ninety and sixty-seven hundredths (390.67) feet to a point of tangent; thence North 40 degrees 15 minutes East for a distance of two hundred sixteen and thirty-eight hundredths (216.38) feet to a point of curve; thence by a curve curving to the right with a radius of five hundred (500) feet, for a distance of four hundred thirty-four and fifteen hundredths (434.15) feet to a point of tangent; thence East for a distance of two hundred ten and ninety-four hundredths (210.94) feet to a point of curve; thence by a curve curving to the right with a radius of two hundred thirty-two and seventy-six hundredths (232.76) feet, for a distance of one hundred eighty-eight and ninety hundredths (188.90) feet; thence South 43 degrees 30 minutes East for a distance of two hundred thirty-six and eighty-three hundredths (236.83) feet to a point of curve; thence by a curve curving to the left with a radius of one hundred fifty (150) feet, for a distance of one hundred eighty-one and ninety-five hundredths (181.9) feet; thence North 67 degrees East for a distance of six hundred fifty and ninety-four hundredths (650.94) feet; thence North 70 degrees 45 minutes East for a distance of seven hundred twenty-five (725) feet to a point in the center of Chartiers Creek and on the Westerly side of West Carson Street; thence by the Westerly side of West Carson Street South 29 degrees 13 minutes East for a distance of ninety-eight and one one-hundredths (98.01) feet; thence by the same South 28 degrees 53 minutes East for a distance of one hundred two and twenty-six hundredths (102.26) feet to a point on the Westerly side of West Carson Street and in the center line of a Township Road; thence by the center line of said Township Road and by other lands of McGunnele, the following seven (7) courses and distances; South 69 degrees 22 minutes 30 seconds West for a distance of one hundred sixty-five (165) feet; South 72 degrees 7 minutes 30 seconds West for a distance of two hundred sixty-eight (268) feet; South 76 degrees 7 minutes 30 seconds West for a distance of seven hundred twenty-five (725) feet; South 67 degrees 7 minutes 30 seconds West for a distance of three hundred forty (340) feet; South 62 degrees 52 minutes 30 seconds West for a distance of two hundred nineteen (219) feet; South 52 degrees 22 minutes 30 seconds West for a distance of four hundred eighty-three (483) feet; South 23 degrees 7 minutes 30 seconds West for a distance of one hundred sixty-five and five hundredths (165.05) feet to a point in the center of the aforementioned Township Road and on the Northerly line of the Ohio Connecting Railroad and at the place of beginning, containing 29.824 acres.

THIS conveyance is made and taken under and subject to the existing rights of the Philadelphia Company under right of way agreements from Maria Louisa McGunnele to the Philadelphia Company, dated respectively November 14, 1888 and October 1, 1893, both of which are referred to in an agreement recorded in Deed Book Vol. 1760, page 124; also under and subject to right of way agreement, David E. McGunnele, et al. to Philadelphia Company, dated April 18, 1913, recorded in Deed Book Vol. 1760, page 124; also under and subject to right of way agreement, Maria L. McGunnele to Fort Pitt Gas Company, dated November 5, 1901, recorded in Deed Book Vol. 1819, page 126; also under and subject to the existing rights of the P. & A. Telephone Company and the Southern Heat, Light & Power Company.

BEING the same premises which Charles T. Thomson, (unmarried), by deed dated the 23rd day of February, A.D. 1917, of record in the Recorder's Office of said County in Deed Book Vol. 1905, page 315, granted and conveyed unto W. B. Carson, one of the parties of the first part hereto.

Together with all and singular, the improvements, ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said part of the first part, in law, equity or otherwise, howsoever, of, in and to the same and every part thereof,

To Have and to Hold the said tract of land

hereditaments and premises hereby granted, or mentioned, and intended so to be, with the appurtenances, unto the said party of the second part, its successors and assigns, to and for the only proper use and behoof of the said party of the second part, its successors and assigns, Forever.

And W. B. CARSON and SARAH C. CARSON, his wife,

the said parties of the first part, for themselves, their heirs, executors and administrators, do by these presents covenant, promise and agree to with the said party of the second part, its successors and assigns, that they, the said parties of the first part, their heirs, all and singular the hereditaments and premises hereinabove described and granted, or mentioned, and intended so to be, with the appurtenances, unto the said party of the second part, its successors and assigns, against them, the said parties of the first part, and their heirs, and against all and every other person or persons whomsoever, lawfully claiming or to claim the same or any part thereof, by, from, through or under them,

shall and will Warrant and Forever Defend.

In Witness Whereof, the said parties of the first part have to these presents set their hands and seals. Dated the day and year first above written:

JUL 27 1926
Not. Public State Agent

G. R.
JUL 27 1926
Attorney

Sealed and Delivered in the Presence of

Laura R. White
As to Both

W. B. Carson

Sarah C. Carson



(Received, The day of the date of the above Indenture of the above named

the sum of _____ Dollars, lawful money of the United States, being the consideration money above mentioned in full.

Witness: _____

Commonwealth of Pennsylvania }
County of ALLEGHENY } ss.

On this 5th day of August A. D. 1926, before me, a Notary Public, came the above named W. B. CARSON, and SARAH C. CARSON, his wife,

and acknowledged the foregoing Indenture to be their act and deed, and desired the same to be recorded as such

Witness my hand and Notarial seal, the day and year aforesaid.

B. A. Llewellyn
Notary Public.



My Commission Expires April 2, 1927 19

(N.P. Seal)

Commonwealth of Pennsylvania,
County of _____ } ss.

On this _____ day of A. D. 1926, before me,

came the above named

and acknowledged the foregoing Indenture to be act and deed, and desired the same to be recorded as such.

Witness my hand and the day and year aforesaid.

seal,



VERTICAL FILE NO. 236

Recorded

Aug 31, 1926

Number

45959

Deed

Vol. 2306 From Page 126

W. B. CARSON and SARAH C. CARSON, his wife

To

DUJESNE LIGHT COMPANY

Dated August 5, 1926

Fees, \$

For tract of land situate partly in 20th Ward, Pittsburgh, and partly in Twshp. of Chartiers, Allegheny Co., Pa.

W. B. Carson

GENERAL REAL ESTATE AGENT

August 14, 1926

F. O. Nair Co., Law Blank Publishers, 488 4th Ave., Feb 405

Commonwealth of Pennsylvania,
County of Allegheny } ss.

Recorded on this 31st day of August A. D. 1926, in the Recorder's Office of the said County, in Deed Book, Vol. 2306, Page 126

Given under my hand and the seal of the said office, the day and year aforesaid.

Recorder.

Exhibit C

DBV 2335 1

SOUTHERN HEAT, LIGHT & POWER CO.) A. 16662-1927. THE PUBLIC SERVICE COMMISSION
TO) of the
DUQUESNE LIGHT CO.) COMMONWEALTH OF PENNSYLVANIA

In the matter of the Application of
DUQUESNE LIGHT COMPANY

and the
SOUTHERN HEAT, LIGHT AND POWER COMPANY,)
under Section 3 (c), Article III, and)
Sections 18 and 19, Article V, of the)
Public Service Company Law, for approval)
of the sale of all the property and)
franchises of the Southern Heat, Light)
and Power Company to the said Duquesne)
Light Company.)

CERTIFICATE
OF
PUBLIC CONVENIENCE

THE PUBLIC SERVICE COMMISSION OF THE COMMONWEALTH OF PENNSYLVANIA, hereby certifies that after an investigation and hearing had on the above entitled application, it has, by its report and order made and entered, a copy of which is hereto attached and made a part hereof, found and determined that the granting of said application is necessary and proper for the service, accommodation, convenience and safety of the public, and this certificate is issued evidencing its approval of the said application as set forth in said report and order.

IN TESTIMONY WHEREOF, THE PUBLIC SERVICE COMMISSION OF THE COMMONWEALTH OF PENNSYLVANIA has caused these presents to be signed and sealed, and duly attested by its Secretary, at its office in the city of Harrisburg, this 6th day of June, 1927.

Attest:
Jno. G. Hofwood
Secretary

THE PUBLIC SERVICE COMMISSION (Public Service)
OF THE (Commission Seal)
COMMONWEALTH OF PENNSYLVANIA
Wm. D. B. Ainey
Chairman

THE PUBLIC SERVICE COMMISSION
OF THE
COMMONWEALTH OF PENNSYLVANIA

Application Docket No. 16662-1927.

In re: Application of the DUQUESNE LIGHT COMPANY and the SOUTHERN HEAT, LIGHT AND POWER COMPANY for approval of the sale of all the property and franchises of the Southern Heat, Light and Power Company to the said Duquesne Light Company.

REPORT AND ORDER

BY THE COMMISSION:

This case being before the Commission upon petition of the DUQUESNE LIGHT COMPANY and the SOUTHERN HEAT, LIGHT AND POWER COMPANY, dated May 6, 1927, for the approval of the sale of all the property and franchises of the Southern Heat, Light and Power Company to the said Duquesne Light Company, as more fully described in and under the terms and conditions of deed, executed by said Southern Heat, Light and Power Company, under date of May 11, 1927; and having been duly heard and submitted by the parties, and full investigation of the matters and things involved having been had, the Commission finds and determines that the granting of said petition is necessary and proper for the service, accommodation, convenience and safety of the public, and that a certificate of Public Convenience be issued evidencing the Commission's approval thereof:

NOW, to-wit, June 6, 1927, IT IS ORDERED:

That a Certificate of Public Convenience be issued evidencing the Commission's approval of the said sale in accordance with said deed hereto attached, as above determined.

Attest:
Jno. G. Hofwood
Secretary

THE PUBLIC SERVICE COMMISSION (Public Service)
OF THE (Commission Seal)
COMMONWEALTH OF PENNSYLVANIA
Wm. D. B. Ainey
Chairman

THIS INDENTURE

MADE the 11th day of May, in the year of our Lord, one thousand nine hundred and twenty-seven (1927), between SOUTHERN HEAT, LIGHT AND POWER COMPANY, a corporation of the State of Pennsylvania, party of the first part, and DUQUESNE LIGHT COMPANY, also a corporation of the State of Pennsylvania, party of the second part.

WITNESSETH: WHEREAS, Southern Heat, Light and Power Company is a corporation formed by the consolidation and merger of The Southern Heat, Light and Power Company and Ohio Valley Electric Company, under agreement dated October 28, 1912, and by virtue of letters patent dated November 11, 1912 and new letters patent issued on December 5, 1912, pursuant to the Act of General Assembly of the Commonwealth of Pennsylvania entitled "An Act to provide for the incorporation and regulation of certain companies", approved the 29th day of April, 1874, and the several supplements thereto and amendments thereof; and the Duquesne Light Company was formed under agreement dated November 15, 1912, by the consolidation and merger of the Monongahela Light Company, Duquesne Light Company and Oakmont and Verona Light, Heat and Power Company, all corporations formed under the said Act of 1874, and new letters patent were issued to it November 25, 1912; and

WHEREAS, the said General Corporation Act in the 23rd Section thereof as amended

DBV 2335

by the Act of Assembly approved June 2, 1915, P.L. 724, provides that "Any corporation created under the provisions of this act, and any corporation of the classes named in the Second Section hereof, that is now in existence by virtue of any law of this Commonwealth, may reduce its capital stock ***** and it shall be lawful for any corporation in the same manner to sell, assign, dispose of and convey to any corporation created under or accepting the provisions of this act, its franchises, and all its property, real, personal and mixed, and thereafter such corporation shall cease to exist, and the said property and franchises not inconsistent with this act, shall thereafter be vested in the corporation so purchasing as aforesaid"; and

WHEREAS, the Duquesne Light Company is the owner of all the capital stock of Southern Heat, Light and Power Company and has offered to purchase from Southern Heat, Light and Power Company all its property, real, personal and mixed, and all its franchises and rights of every sort whatsoever; and

WHEREAS, a stockholders meeting of the Southern Heat, Light and Power Company was duly held in pursuance of law, in accordance with the provisions of the 18th, 19th, 20th, 21st and 22nd Sections of the General Corporation Act, and an election of such stockholders was duly had in accordance with the provisions of said Sections as to the sale by Southern Heat, Light and Power Company of all its property, real, personal and mixed, and all its franchises and rights of every sort whatsoever to the Duquesne Light Company, and at such election the Judges thereof duly reported that 6000 shares of capital stock of said Southern Heat, Light and Power Company had been voted in favor of said sale and that No shares of stock had been voted against the same, thereby evincing the consent to the said sale of the persons and bodies corporate holding all of the issued and outstanding capital stock of the said Southern Heat, Light and Power Company; and-

WHEREAS, the Southern Heat, Light and Power Company has made return or is about to make return of said election to the Secretary of the Commonwealth in accordance with the provisions of said Sections; and

WHEREAS, the Southern Heat, Light and Power Company has duly accepted the offer of the Duquesne Light Company; and

WHEREAS, the stockholders of Southern Heat, Light and Power Company duly authorized the Board of Directors of said Company to grant, bargain, sell, transfer and assign to the Duquesne Light Company all the property, real, personal and mixed, and all the franchises and rights of every sort whatsoever of the Southern Heat, Light and Power Company; and

WHEREAS, the Board of Directors of Southern Heat, Light and Power Company, pursuant to and by virtue of the authority to them given by the stockholders of said Company, did authorize and direct the proper officers of said Company to execute and deliver to the Duquesne Light Company a deed of general warranty and such other papers as might be necessary to convey to the Duquesne Light Company all the property, real, personal and mixed, and all the franchises and rights of every sort whatsoever of the Southern Heat, Light and Power Company.

NOW, KNOW ALL MEN BY THESE PRESENTS, AND THIS INDENTURE WITNESSETH: That the Southern Heat, Light and Power Company, party of the first part, for and in consideration of the sum of One (\$1.00) Dollar to it in hand paid by the Duquesne Light Company, the party of the second part, receipt whereof is hereby acknowledged, and in pursuance of the election and action of the stockholders of Southern Heat, Light and Power Company hereinbefore recited, has granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release, convey and confirm unto the said party of the second part, its successors and assigns, all the following described real estate, viz:

(1) All those certain lots or pieces of land, situate in the Twentieth Ward of the City of Pittsburgh, (formerly the Township of Chartiers) County of Allegheny and Commonwealth of Pennsylvania, marked and designated as lots Nos. 43, 209, 210 and 361, and parts of lots Nos. 42 and 362, in the Johnston Place Plan of Lots of record in the Recorder's Office of Allegheny County, Pa., in Plan Book Vol. 20, page 122; and lots Nos. 87 and 88 in the Johnston Plan of Lots, of record in the Recorder's Office of Allegheny County, Pa., in Plan Book Vol. 18, page 15, and more particularly bounded and described as follows, to-wit:-

Lot No. 43 in the Johnston Place Plan, being described as follows:

BEGINNING at the southeast corner of Hall Avenue and Youghioghenny Avenue as shown on said plan; thence eastwardly along the southerly line of Youghioghenny Avenue, one hundred twenty-one and one hundredth (121.01) feet to Bartlett Alley; thence southwardly along the westerly line of said alley, sixty-one and fifty-five hundredths (61.55) feet to the dividing line between lots Nos. 43 and 44 in the said plan; thence westwardly along said dividing line one hundred twenty (120) feet to the easterly line of Hall Avenue; thence northwardly along the said line of said Avenue, forty-six (46) feet to the place of beginning.

Lot No. 209 in the Johnston Place Plan, being more particularly bounded and described as follows:

BEGINNING at the southwest corner of Hall Avenue and Youghioghenny Avenue; thence southwardly along the westerly line of Hall Avenue, forty and eighty-two hundredths (40.82) feet to the dividing line between lots Nos. 208 and 209 in the said plan; thence westwardly along said dividing line one hundred twenty (120) feet to the easterly line of Sickle Alley; thence northwardly along the said line of said alley twenty-five and twenty-seven hundredths (25.27) feet to the southerly line of Youghioghenny Avenue; thence eastwardly along said line of said avenue one hundred twenty-one and one hundredth (121.01) feet to Hall Avenue at the place of beginning.

Lot No. 210 in the Johnston Place Plan, being more particularly bounded and described as follows:

BEGINNING at the southeast corner of Morris Avenue and Youghioghenny Avenue; thence eastwardly along the southerly line of Youghioghenny Avenue one hundred twenty-one and one hundredth (121.01) feet to the westerly line of Sickle Alley; thence southwardly along the said line of said alley forty-seven and sixty-eight hundredths (47.68) feet to the dividing line between lots Nos. 210 and 211 in said plan; thence westwardly along the said dividing line one hundred twenty (120) feet to the southerly line of Morris Avenue; thence northwardly

along the said line of said Avenue thirty-two and thirteen hundredths (32.13) feet to Youghiogheny Avenue at the place of beginning.

Lot No. 361 in the Johnston Place Plan, being more particularly bounded and described as follows:

BEGINNING at the southwest corner of Morris Avenue and Youghiogheny Avenue; thence southwardly along the westerly line of Morris Avenue fifty-one and ninety-five hundredths (51.95) feet to the dividing line between lots Nos. 360 and 361 in the said plan; thence westwardly along said dividing line one hundred and fifty-three hundredths (100.53) feet to a line; thence northwardly along the dividing line between lots Nos. 361 and 362 in said plan, thirty-nine and thirteen hundredths (39.13) feet to the southerly line of Youghiogheny Avenue; thence eastwardly along the said line of said Avenue one hundred (100) feet to Morris Avenue, the place of beginning.

The northerly portion of lot No. 42 of said plan, being more particularly bounded and described as follows, to-wit:-

BEGINNING at the southwest corner of Windgap Avenue and Youghiogheny Avenue; thence southwardly along the westerly line of Windgap Avenue thirty-three and fifty-nine hundredths (33.59) feet to a point; thence northwardly by a straight line through lot No. 42, one hundred fifty and thirty-three hundredths (150.33) feet to the easterly line of Bartlett Alley at a point forty (40) feet northwardly from the dividing line between lots Nos. 41 and 42 in said plan; thence northwardly along the said line of said alley twenty-four and fourteen hundredths (24.14) feet to the southerly line of Youghiogheny Avenue; thence eastwardly along the said line of said avenue, one hundred fifty-one and twenty-five hundredths (151.25) feet to Windgap Avenue at the place of beginning.

The easterly part or portion of lot No. 362 in the Johnston Place Plan, being more particularly bounded and described as follows, to-wit:

BEGINNING at a point on the southerly line of Youghiogheny Avenue, distant one hundred (100) feet westwardly from the southwest corner of Morris Avenue and Youghiogheny Avenue; thence southwardly along the dividing line of lots Nos. 361 and 362 in said plan, thirty-nine and thirteen hundredths (39.13) feet to the dividing line between lots Nos. 362 and 363 in said plan; thence westwardly along said dividing line seventy-six and fifty-five hundredths (76.55) feet to Taft Avenue as relocated; thence S. 36 deg. 40 min. 27 sec. West, thirty and fifteen hundredths (30.15) feet to a point on the southerly line of Youghiogheny Avenue; thence eastwardly along the said line of said avenue, seventy-three and twenty hundredths (73.20) feet to the place of beginning.

Lots Nos. 87 and 88 in the Johnston Plan of Lots, being more particularly bounded and described as follows:

BEGINNING at the northeast corner of Windgap Avenue as recently widened; and Youghiogheny Avenue; thence continuing eastwardly along the northerly line of Youghiogheny Avenue one hundred and seventy hundredths (100.70) feet to the dividing line between lots Nos. 87 and 89 in said plan, and extending back northwardly along the easterly line of Windgap Avenue, as recently widened, preserving an even width throughout of one hundred and seventy hundredths (100.70) feet; a distance of one hundred and nineteen and eighty-four hundredths (119.84) feet to the dividing line of the property last herein described and property of the Ohio Connecting Railway Company.

BEING the same premises which Matilda W. Johnston et al. by deed dated June 19, 1914, of record in the Recorder's Office of Allegheny County, Pa., in Deed Book Vol. 1828, page 36, granted and conveyed unto Southern Heat, Light and Power Company.

(2) ALL that certain lot or piece of ground situate in the Borough of Avalon, County of Allegheny and Commonwealth of Pennsylvania, being Lot No. 1 in a plan of lots laid out by George Erdner, of record in the Recorder's Office in and for said County of Allegheny in Plan Book Vol. 19, page 97, and bounded and described as follows, to-wit:

BEGINNING at a point on the north side of New Brighton Road, at the corner of lots Nos. 1 and 2 in said plan; thence northwardly by line of lots one and two in said plan, a distance of seventy-nine and forty-seven hundredths (79.47) feet to the south line of Erdner Avenue; thence eastwardly along the south side of said Erdner Avenue a distance of eighty-two and sixty-six hundredths (82.66) feet; thence eastwardly by same one hundred seven and thirty hundredths (107.30) feet to the point of intersection of Erdner Avenue and New Brighton Road; thence westwardly along the north line of New Brighton Road a distance of one hundred ninety-four and sixty-three hundredths (194.63) feet to the place of beginning.

BEING the same premises which Michael Hesson (Hessian) et ux., by deed dated May 10, 1906, of record in the Recorder's Office of said County of Allegheny in Deed Book Vol. 1456, page 376, granted and conveyed unto Ohio Valley Electric Company of Avalon; the said Ohio Valley Electric Company of Avalon by agreement dated July 31, 1912, consolidated and merged with other companies; forming Ohio Valley Electric Company; and the said Ohio Valley Electric Company, by agreement dated October 28, 1912, consolidated and merged with The Southern Heat, Light and Power Company, forming Southern Heat, Light and Power Company.

(3) ALL that certain piece of ground situate in the Borough of Bellevue, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING on the Jacks Run Road at the line of lots Nos. 5 and 6 in the hereinafter mentioned plan; thence along said road south 25 deg. 39 min. west, twenty-one and thirty-two hundredths (21.32) feet; thence along the same, South 47 deg. 6 min. West, one hundred and seventy-one hundredths (100.71) feet to the west line of lot No. 11 in said plan; thence along the said line South 43 deg. 17 min. East, eighty and eighteen hundredths (80.18) feet to Farragut Street; thence along Farragut Street North 47 deg. 13 min. East, one hundred twenty (120) feet to line of lot No. 5 in said plan; thence along said line North 42 deg. 47 min. West, eighty-nine and twelve hundredths (89.12) feet to Jacks Run Road at the place of beginning. Being lots Nos. 6, 7, 8, 9, 10 and 11 in the plan aforesaid, viz: Watson's Plan as recorded in Plan Book Vol. 10, page 65.

BEING the same premises which Harry A. Lowry, Sheriff, by deed dated March 1, 1897, of record in the Prothy.'s Office of Allegheny County, Pa., in Sheriff's Deed Book Vol. 6, page 52, granted and conveyed unto Ohio Valley Electric Company of Bellevue.

ALSO, ALL those certain lots and real estate situate in the Borough of Bellevue,

County of Allegheny and Commonwealth of Pennsylvania, bounded on the North by Farragut Street; on the East by the Allegheny City line; on the South by the property and ground of the Pittsburg, Fort Wayne and Chicago Railroad Company, and on the West by Farragut Street, and embraced in this ground are Lots Nos. 180, 181, 182, 183, 184 and 185 in a plan of lots of Mary W. D. Watson, of record in the Recorder's Office of Allegheny County, Pa., in Plan Book Vol. 12, pages 178 and 179. And this deed being intended to convey in addition to said lots all land lying between said boundaries as first above mentioned.

BEING the same premises which Mary W. D. Watson by deed dated March 1, 1897, of record in the Recorder's Office of Allegheny County, Pa., in Deed Book Vol. 963, page 52, granted and conveyed unto Ohio Valley Electric Company of Bellevue. The said Ohio Valley Electric Company of Bellevue, by agreement, dated July 31, 1912, consolidated and merged with other companies, forming the Ohio Valley Electric Company; and the said Ohio Valley Electric Company by agreement, dated October 28, 1912, consolidated and merged with The Southern Heat, Light and Power Company, forming Southern Heat, Light and Power Company.

(4) ALL those two certain contiguous lots or pieces of ground situate in the Borough of Ben Avon, in the County of Allegheny and Commonwealth of Pennsylvania, being lots numbered 13 and 14 in a plan of lots laid out by Conrad Beringer, since deceased, of record in the Recorder's Office of Allegheny County, Pa., in Plan Book Vol. 13, page 485; and being together bounded and described as follows, to-wit:-

BEGINNING on the easterly side of a Township Road, at a pin at the Northwest corner of Lot No. 12 in said plan; thence along the said lot No. 12 eastwardly eighty-three and ninety hundredths (83.90) feet to Laurel Street; thence along said Laurel Street Northwardly one hundred eighteen and eighteen hundredths (118.18) feet to a road thirty-three (33) feet wide; thence along said 33-foot road westwardly forty-eight and ninety-seven hundredths (48.97) feet to the aforementioned public road; thence along said Township Road, Southwardly one hundred two and eighty-three hundredths (102.83) feet to the corner of lot at the place of beginning.

BEING the same premises which became vested in the Ohio Valley Electric Company of Ben Avon by the following two deeds: Deed from Walter C. Beringer, et al, dated January 23, 1895, of record in the Recorder's Office of Allegheny County, Pa., in Deed Book Vol. 1239, page 311, and deed from The Mercantile Trust Company, Trustee, dated January 23, 1895, of record in the Recorder's Office of Allegheny County, Pa., in Deed Book Vol. 898, page 360; the said Ohio Valley Electric Company of Ben Avon, by agreement dated July 31, 1912, consolidated and merged with other companies, forming the Ohio Valley Electric Company; and the said Ohio Valley Electric Company by agreement dated October 28, 1912, consolidated and merged with The Southern Heat, Light and Power Company, forming Southern Heat, Light and Power Company.

(5) ALL that certain lot or piece of ground situate in the Borough of Carnegie, (formerly the Borough of Chartiers), County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a stake at the northwest corner of a lot conveyed to Dunbar & Co., by deed dated April 24, 1874, of record in the Recorder's Office of Allegheny County, Pa., in Deed Book Vol. 331, page 124, said stake being on South side of a 20-foot street; thence South 78 deg. 40 min. East, along the east line of said lot conveyed to Dunbar & Co., a distance of one hundred ninety (190) feet to a point in Chartiers Creek; thence down Chartiers Creek North 10 deg. 29 min. East, a distance of one hundred seven and seven tenths (107.7) feet to a point in Chartiers Creek; thence North 78 deg. 40 min. West a distance of one hundred fifty (150) feet to a stake in the South line of said 20-foot street; thence South 11 deg. 20 min. West along the south line of said street, a distance of one hundred (100) feet to the point of beginning; having thereon erected a one-story brick building used as a substation.

BEING the same premises which The Chartiers Valley Light & Power Company by deed dated February 19, 1900, of record in the Recorder's Office of Allegheny County, Pa., in Deed Book Vol. 1057, page 348, granted and conveyed unto The Southern Heat, Light and Power Company, which company by agreement dated October 28, 1912, consolidated and merged with Ohio Valley Electric Company, forming Southern Heat, Light and Power Company.

(6) ALL that certain tract or parcel of land situate in the Borough of McKees Rocks, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows to-wit:-

BEGINNING at a point in the middle of Chartiers Creek, on the westerly line of the Thompson Bell Plan of Lots, and at the southeasterly corner of the tract of land conveyed by Southern Heat, Light and Power Company to Federal Enameling & Stamping Company by deed dated April 16, 1920, of record in the Recorder's Office of said County in Deed Book Vol. 2043, page 138; thence along the line dividing the land herein described from the Thompson Bell Plan of Lots, South 17 deg. East, for a distance of one hundred forty-two (142) feet, more or less, to a point; thence North 85 deg. West, for a distance of two hundred five (205) feet to a point; thence along the line of land now or formerly of Star Enameling & Stamping Company, North 32 deg. West, for a distance of seventy (70) feet, more or less to a point in the center of Chartiers Creek, and at the line of land conveyed by Southern Heat, Light and Power Company to Federal Enameling & Stamping Company, as aforesaid; thence along said last mentioned line by a curve to the right having a radius of five hundred (500) feet for a distance of two hundred four and three tenths (204.3) feet to a point at the place of beginning; containing 0.518 acres.

BEING a part of the same premises which McKees Rocks Electric Light Company, by deed dated February 19, 1900, of record in the Recorder's Office of said County in Deed Book Vol. 1057, page 352, granted and conveyed unto The Southern Heat, Light and Power Company; which company by agreement dated October 28, 1912, consolidated and merged with Ohio Valley Electric Company forming Southern Heat, Light and Power Company.

(7) ALL that certain piece or parcel of land situate in the Township of Kennedy, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point on the boundary line between lands now or formerly of the

Pittsburgh Coal Company and lands of the Roger Hartley Heirs, of which last mentioned lands the piece herein described is a part, said point being the same point at which the fence between the lands of the said Hartley Heirs and land now or formerly of the Wettengel Estate intersects the said boundary line between lands of the Pittsburgh Coal Company and Roger Hartley Heirs; thence north sixty-eight deg. thirty minutes West, thirty-two (32) feet along the said boundary line to a point; thence north four degrees, fifteen minutes East, nineteen hundred seventy-three and four tenths (1973.4) feet along a line separating the land herein described on the West from other land of the said Hartley Heirs to a point; thence North no degrees thirty minutes East, ten hundred sixty-two and six tenths (1062.6) feet along another line separating the land herein described on the West from other land of the said Hartley Heirs to a point on the boundary line between land of the said Hartley Heirs and lands now or formerly of the Forest Oil Company; thence North seventy degrees, no minutes East, thirty (32) feet along the said last mentioned boundary line to a point; thence South no degrees, thirty minutes West, ten hundred sixty-two and six tenths (1062.6) feet to a point; thence south four degrees fifteen minutes West, nineteen hundred seventy-three and four tenths (1973.4) feet to the place of beginning, as shown outlined in red upon blueprint attached hereto and made a part hereof. Subject to rights of way over and across the above described tract or piece of land for the purpose of ingress or egress.

BEING the same premises which became vested in the Southern Heat, Light and Power Company by the following two deeds: Deed from Beecher M. Hartley, et al, dated March 1, 1917 of record in the Recorder's Office of said County in Deed Book Vol. 1876, page 316, and deed from The Safe Deposit and Trust Company of Pittsburgh, Guardian of the Estate of Ralph C. Schlegel, a minor, dated October 28, 1916, of record in the Recorder's Office of said County in Deed Book Vol. 1878, page 497.

(8) ALL the coal of what is known as the Six-foot or River Vein of Coal in and underlying all that certain piece or parcel of ground situate in the Township of Kennedy, County of Allegheny and Commonwealth of Pennsylvania, being bounded and described as follows, to-wit:-

BEGINNING at a point on West side of Tower, from which a pin corner to lands of A.P. Clever and Fair Haven Coal Company bears South 34 deg. 45 min. West, four hundred sixty-seven and one tenth (467.1) feet, and running thence North 10 deg. 15 min. East, fifty (50) feet to a point; thence South 79 deg. 45 min. East, fifty (50) feet to a point; thence South 10 deg. 15 min. West, fifty (50) feet to a point; thence North 79 deg. 45 min. West, fifty (50) feet to the place of beginning; containing fifty-seven thousandths (.057) of an acre.

BEING the same premises which Fair Haven Coal Company et al. by deed dated March 15, 1926, of record in the Recorder's Office of said County in Deed Book Vol. 2280, page 660, granted and conveyed unto Southern Heat, Light and Power Company.

(9) ALL that certain lot or piece of ground situate in the Township of Scott, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point on the westerly side of the Bower Hill Township Road on the easterly boundary line of property now or formerly of Isabella Lea et al, at the point where the said road intersects the westerly right of way line of the Chartiers Railway Company; thence along said easterly line of the said property of the said Isabella Lea, et al., North 10 deg. West one hundred sixty-eight and six hundredths (168.06) feet to a point; thence South 75 deg. 14 min. East along the line of other land of the said William N. Lea and Annie E. Lea, for a distance of seventy-two and ninety-five hundredths (72.95) feet to a point; thence South 28 deg. 37 min. East, fifty-two and five hundredths (52.05) feet to the said westerly line of the right of way of the said Chartiers Railway Company; thence along the said right of way line, South 47 deg. 47 min. West, thirty-two and forty hundredths (32.40) feet to a point; and thence by the said right of way line, South 28 deg. West, ninety (90) feet to the point of beginning. Subject, however, to the coal and mining rights, and oil and gas leases of record.

BEING the same premises which William N. Lea (single) et al. by deed dated March 19, 1917, of record in the Recorder's Office of said County in Deed Book Vol. 1894, page 101, granted and conveyed unto Southern Heat, Light and Power Company.

ALSO all the property, real, personal and mixed and all the franchises and rights of every sort whatsoever of the party of the first part:

TOGETHER with all and singular the rights, liberties, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversions, remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said Southern Heat, Light and Power Company, of, in and to the same, and every part and parcel thereof, with the appurtenances and also the improvements thereon; and all easements, privileges, franchises and rights, both corporate and municipal, of every kind now owned by the said Southern Heat, Light and Power Company; also all property of the Southern Heat, Light and Power Company now owned by it consisting of, including, connected with or incident to its electric light plant and machinery for making, generating and supplying electricity, including all its poles, lines, meters, regulators, transformers, buildings, and all machinery and appliances connected with its said business of manufacturing distributing and supplying electricity, and all equipment, materials and supplies of every kind and character, tools, appliances, implements and property, effects and assets of every description whatsoever and wheresoever found or situated belonging to or owned by said Company, and all the right, title and interest of the said Company, of, in and to the same (but the particular description of property herein contained shall not be construed to exclude any other property which now belongs to the Southern Heat, Light and Power Company), and also all and every other estate, right, title and interest, privilege and franchise, corporate, municipal or otherwise, property and thing, real, personal or mixed, which the said Company now owns or holds.

Subject, however, to that certain lease dated January 1, 1902, recorded in the office of the Recorder of Deeds in and for Allegheny County, Pennsylvania, in Deed Book

Volume 1194, page 83, from The Southern Heat, Light and Power Company to The Allegheny County Light Company, for a term of 900 years; it being understood, however, that The Allegheny County Light Company, by deed of even date herewith, will grant, assign and convey, inter alia, to the Duquesne Light Company, Grantee herein, all of the interest, rights, privileges, powers and property vested in The Allegheny County Light Company by and under said lease.

TO HAVE AND TO HOLD, all and singular, the above granted buildings, real estate, easements, franchises, corporate, municipal or otherwise, rights, privileges and other property, with the appurtenances, rents, issues, income, profits, good-will, benefits, reversions and remainders thereto belonging or in anywise appertaining, unto the said Duquesne Light Company, its successors and assigns, FOREVER.

And the Southern Heat, Light and Power Company, for itself and its successors, by these presents covenants, grants and agrees to and with the said Duquesne Light Company, the said party of the second part, and its successors and assigns, that it, the said Southern Heat, Light and Power Company, and its successors, all and singular the hereditaments and premises hereinabove described and granted or mentioned and intended so to be, with the appurtenances, unto the said party of the second part, and its successors and assigns, against it, the said party of the first part, and its successors and assigns, and against all and every other person or persons whomsoever lawfully claiming or to claim the same, SHALL AND WILL WARRANT AND FOREVER DEFEND.

The Southern Heat, Light and Power Company in pursuance of a resolution duly adopted by its Board of Directors doth hereby constitute and appoint W. B. Carson to be its attorney for it and in its name, and as and for its corporate act and deed, to acknowledge this Indenture before any person having authority by the laws of the Commonwealth of Pennsylvania to take such acknowledgment, to the intent that the same may be duly recorded.

IN WITNESS WHEREOF, the said Southern Heat, Light and Power Company has caused its common and corporate seal to be hereunto affixed, duly attested by its Secretary, and this Indenture to be signed by its President, dated the day and year first above written.

Attest:

W. B. Carson
Secretary

SOUTHERN HEAT, LIGHT AND POWER COMPANY (CORP. SEAL)
By A. W. Robertson
President

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS.

I hereby certify that on the 11th day of May, in the year of our Lord one thousand nine hundred and twenty-seven (1927), before me the subscriber, a

Notary Public in and for said Commonwealth and County, personally appeared W.B. Carson, the attorney named in the foregoing Indenture, and by virtue and in pursuance of the authority therein conferred upon him, acknowledged the said Indenture to be the act and deed of the said Southern Heat, Light and Power Company.

WITNESS my hand and Notarial seal the day and year aforesaid.

Chas. H. Rickert Notary Public (N.P. Seal)
My commission expires February 28, 1929.

Registered in Allegheny County and City of Pittsburgh.

No. 33764 Recorded June 14th, 1927. Time 11:40 A.M.

Written by Johnston. Compared by Freil and Knoderer

END

THIS INDENTURE

THE NEWSPAPER PRINTING COMPANY)
TO)
PITT PUBLISHING COMPANY)

MADE the first day of August in the year of our Lord one thousand nine hundred and twenty-seven (1927) BETWEEN THE NEWSPAPER PRINTING COMPANY a Corporation under the laws of the Commonwealth of Pennsylvania,

having its principal office in the City of Pittsburgh County of Allegheny in said Commonwealth, party of the first part, and PITT PUBLISHING COMPANY a Corporation under the laws of the Commonwealth of Pennsylvania, having its principal office in the City of Pittsburgh, County of Allegheny in said Commonwealth, party of the second part;

WITNESSETH, That the said party of the first part, in consideration of the sum of One (\$1) Dollars and other good and valuable considerations to it now paid by the party of the second part, does grant, bargain, sell and convey unto the said party of the second part, its successors and assigns,

ALL that lot or piece of ground situate in the Second (formerly Fifth) Ward of the City of Pittsburgh, County of Allegheny and State of Pennsylvania, beginning at the southwest corner of Pentland (formerly Fountain) Street, forty (40) feet wide, and Strawberry Way (formerly Strawberry Alley), forty (40) feet wide; thence along the Southerly line of said Strawberry Way, north 56° west one hundred one and twenty-five hundredths (101.25) feet to the easterly line of O'Neil Way, twelve (12) feet wide; thence along said line of O'Neil Way, South 33° 59' 30" west one hundred eighty-four and sixty-one hundredths (184.61) feet to the point of intersection of said line of O'Neil Way with the northerly line of Dante Way (formerly Danny Alley), twenty (20) feet wide; thence along said line of Dante Way north 72° 26' 10" east one hundred sixty-two and eighty-seven hundredths (162.87) feet to the westerly line of Pentland Street; and thence along the said line of Pentland Street north 33° 58' 30" east fifty-seven and three hundredths (57.03) feet to the corner of Pentland Street and Strawberry Way at the place of beginning.

Subject to the right of way of the Pennsylvania Railroad Company for its tunnel and tracks, as now constructed under and through the northeast corner of the above described property, the right of way therefor having been granted to said Pennsylvania Railroad Company by John Quinn and wife by deed dated August 13, 1863, and recorded in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book, Vol. 169, page 94, and subject to existing tenancies.

Exhibit D

TABLE OF CONTENTS

<u>PAGE</u>	<u>TOPIC</u>
5	APPRAISER'S CERTIFICATION
6	SUMMARY OF SALIENT FACTS AND CONCLUSIONS
7	PHOTOGRAPHS OF SUBJECT PROPERTY
8-9	STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS
10	SCOPE OF THE APPRAISAL
11	PURPOSE OF THE APPRAISAL
12	SUMMARY OF APPRAISAL PROBLEMS
	FACTUAL DATA – BEFORE ACQUISITION
13-14	LEGAL DESCRIPTION
15	AREA, CITY AND NEIGHBORHOOD DATA
16-18	PROPERTY DATA
	DATA ANALYSIS AND CONCLUSIONS – BEFORE ACQUISITION
19	ANALYSIS OF HIGHEST AND BEST USE
20	LAND VALUATION
21-25	VALUE ESTIMATE BY THE SALES COMPARISON APPROACH
26	CORRELATION AND VALUE ESTIMATE
	FACTUAL DATA – AFTER ACQUISITION
27	LEGAL DESCRIPTION
28	NEIGHBORHOOD FACTORS
29-31	PROPERTY DATA
	DATA ANALYSIS AND CONCLUSIONS – AFTER ACQUISITION
32	ANALYSIS OF HIGHEST AND BEST USE
33	LAND VALUATION
34-38	VALUE ESTIMATE BY THE SALES COMPARISON APPROACH
39-40	CORRELATION AND VALUE ESTIMATE
	ACQUISITION ANALYSIS
41	RECAPITULATION
41	ALLOCATION AND EXPLANATION OF DAMAGES
41	EXPLANATION OF SPECIAL BENEFITS
Exhs.1-15	EXHIBITS-LOCATION MAPS, LOT & BLOCK MAPS, FLOOD, PROPERTY MAPS
	LEGAL ESTATES – DEFINITIONS
Add.1-4	ADDENDA
	QUALIFICATIONS OF THE APPRAISER (2011)
	OFFICIAL APPRAISER CERTIFICATION

CERTIFICATION

I certify, to the best of my knowledge and belief:

that I have personally inspected the property herein described and have also made a personal field inspection of the comparable sales that are relied upon. The subject and the comparable sales relied upon were as represented by the stated facts as contained herein;

that the owner of the property herein was given the opportunity to accompany the appraiser on the inspection of the subject property;

the owner did did not accompany the appraiser on the inspection;

that to the best of my knowledge and belief the statements of fact contained and set forth herein are true and correct; subject to the limiting conditions herein;

that the reported analyses, opinions, and conclusions are limited only by the reported assumptions, limiting conditions, and legal instructions, and are the personal, unbiased professional analysis, opinions, and conclusions of the appraiser;

that it is the intended use of this analysis that it be used in connection with the acquisition of right of way or easement for an ALCOSAN project or other related purpose;

that the intended user is the Allegheny County Sanitary Authority (ALCOSAN);

that the analysis, opinions, and conclusions were developed, and that the appraisal was made and the appraisal report prepared in conformity with the *Uniform Appraisal Standards for Federal Land Acquisitions* and the *Uniform Standards of Professional Appraisal Practice* (USPAP), except to the extent that the *Uniform Appraisal Standards for Federal Land Acquisitions* required invocation of USPAP's Jurisdictional Exception Rule, as described in Section D-1 of the *Uniform Appraisal Standards for Federal Land Acquisitions*;

that the appraisal was made and the appraisal report prepared in conformity with the *Uniform Appraisal Standards for Federal Land Acquisitions*;

That to the best of my knowledge, no portion of the value assigned to such property consists of items that are non-compensable under the established law of Pennsylvania.

that neither my employment nor my compensation for making this analysis are in any way contingent upon the value reported herein;

that I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of such property;

that the appraisal report is subject to the review process in conformity with USPAP, applicable state and federal law, regulations and public policy;

that I have not revealed the findings and results of this appraisal report to anyone other than the proper officials of, and/or Agents of, the US Army Corps of Engineers, and of the Allegheny County Sanitary Authority, and will not do so until so authorized by their officials, or until required to do so by due process of law;

no one provided significant professional assistance to the appraiser(s) signing this report, unless as noted below;

that any decrease or increase in the fair market value of real property prior to the date of valuation caused any public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, has been disregarded in determining the compensation for the property.



SIGNATURE OF APPRAISER

October 6 , 2011

DATE

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Property Name and Address:	Landlocked parcel at hypothetical intersection of Stafford St., Stanhope St. (paper), and Chartiers Creek; 20 th Ward, City of Pittsburgh. County real estate records show address as 3501 Chartiers Ave. Lot and block: 0043-P-00001
Identification of the Property:	The property consists of an irregularly dimensioned 21.94 (net) acre parcel, lacking direct frontage, near Stanhope St. The Duquesne Light Co. acquired the property August 5, 1926 by a deed recorded at the county courthouse as DBV 2306 Pg 126
Flood Plain Information:	The property is located on FEMA flood panel 42003C0329 E, effective June 5, 2000. According to the panel, the property is in a high flood risk classification, ie., AE.
Tract Area and Dimensions:	21.94 acres; the site is irregularly configured Identified as Tract 102 on attached map.
Zoning:	GI, General Industrial
Off-site Improvements:	No public road access; public utilities available.
Improvements:	4 electric utility transmission towers, attached high-tension overhead electric lines (not included in property valuation)
Type Report:	Complete Appraisal Report Format
Purpose of the Appraisal:	To estimate the market value of the fee interest of the subject property before and as unaffected by the acquisition, the market value of the remaining permanent utility easement, and the damages due to acquisition of the underlying fee interest, as of the date of the report
Highest and Best Use As Vacant:	Industrial
Highest and Best Use as Improved:	N/A
Indicated Market Value of Damages:	\$ 8,800
Cost Approach:	Not Applicable
Sales Comparison Approach:	\$ 8,800
Income Approach:	Not Applicable
Final Value Estimate of Damages:	\$ 8,800
Effective Date of Appraisal:	October 6 , 2011
Date of the Report:	November 9, 2011

SUBJECT PHOTOGRAPHS



View over northern border – Looking WSW



View over northern border – Looking WSW



View over northern border – Looking South



View over northern border – Looking South

STATEMENTS OF ASSUMPTIONS AND LIMITING CONDITIONS

UNDERLYING ASSUMPTIONS

The appraiser prepared this appraisal report with the following general assumptions:

1. The appraiser assumes no liability for the legal description or for matters including legal or title considerations. The appraiser assumes that title to the property is good and marketable unless otherwise stated.
2. The appraiser valued these properties as if free and clear of any or all liens or encumbrances unless otherwise stated.
3. The appraiser assumes responsible ownership and competent property management.
4. The appraiser assumes that the information furnished by others to be reliable. However, the appraiser does not warrant its accuracy.
5. The appraiser assumes that all engineering is correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
6. The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. The appraiser assumes no responsibility for such conditions or for arranging for engineering studies that may be required to discover them.
7. The appraiser assumes that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.
8. The appraiser assumes that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in the appraisal report.
9. The appraiser assumes that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
10. The appraiser assumes that the utilization of the land and improvements are within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
11. Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test such substances or conditions. If the presence of such substances such as asbestos, urea formaldehyde foam insulation or other hazardous substances or environmental conditions, may affect the value of the property, the value estimated is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions or for any expertise or engineering knowledge required to discover them. The appraiser is not trained to assess the impact of any adverse effects of electromagnetic radiation from overhead electrical transmission lines.
12. By accepting this report, the client acknowledges and accepts these Extraordinary Assumptions, Underlying Assumptions, and General Limiting Conditions.
13. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. The appraiser has not made a specific compliance survey and analysis of this property to determine whether it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since the appraiser has no direct evidence relating to this issue, the appraiser did not consider possible non-compliance with the requirements of ADA in estimating the value of the property.

GENERAL LIMITING CONDITIONS

The appraiser has prepared this appraisal with the following general limiting conditions:

1. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. Any separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
2. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraisers and in any event only with proper written qualification and only in its entirety.
3. The appraiser herein by reason of this appraisal is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
4. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

HYPOTHETICAL CONDITIONS

The appraiser has prepared this appraisal subject to the following hypothetical conditions:

- € That the property interest subject to fee acquisition will not include any dominant tenement interest, in particular any easement for access through property owned by WJB Entities, LLC;
- € That the subject property is vacant and unimproved;
- € That a permanent utility easement necessary for Duquesne Light Co. to access, maintain, and service its existing electric transmission towers and lines will apply to an area defined by survey on the attached property plat and described in the attached legal description. This permanent utility easement will remain as the property interest of Duquesne Light Co. after acquisition of the underlying fee interest of the property by ALCOSAN.

SCOPE OF APPRAISAL

This appraisal report was prepared for the client and intended user, the Allegheny County Sanitary Authority (ALCOSAN); an additional user is the US Army Corps of Engineers. The purpose of the appraisal is to estimate current market value as defined in the Uniform Appraisal Standards for Federal Land Acquisitions. Conclusions will be used in connection with the acquisition of land for the purposes of an ALCOSAN stream relocation project requiring acquisitions of vacant land. (See Certification, Page)

The appraisal was prepared under the hypothetical conditions that the property interest subject to fee acquisition will not include any dominant tenement interest, in particular any easement for access through property owned by WJB Entities, LLC; that the subject property is vacant and unimproved; and that a permanent utility easement necessary for Duquesne Light Co. to access, maintain, and service its existing electric transmission towers and lines will apply to an area defined by survey on the attached property plat and described in the attached legal description. This permanent utility easement will remain as the property interest of Duquesne Light Co. after acquisition of the underlying fee interest of the property by ALCOSAN.

Only the contributory value of the land is considered. As such, only a portion of the property is being appraised. Since only vacant land is being acquired and valued, only the sales comparison approach was used in the report. Neither the cost nor the income approach were applicable to valuation of the property as vacant.

The appraisal processes are in accordance with the requirements of the Uniform Appraisal Standards for Federal Land Acquisitions and Uniform Standards of Professional Appraisal Practice (USPAP). Any deviation of such processes from Uniform Standards of Professional Appraisal Practice guidelines is attributable to the "Jurisdictional Exception" (JE) provisions of USPAP.

This is a Complete report, which is intended to comply with the reporting requirements as set under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice (USPAP) . As such, it presents only discussions of the data, reasoning and analyses that were utilized in the appraisal process to develop an opinion of value, and supporting documentation concerning the data, reasoning and analyses. The depth of discussion in the report is specific to the client's needs and for the intended use stated. The appraiser is not responsible for any unauthorized use of this report.

The subject property was inspected by the appraiser on April 12, April 27, May 14, May 25, and November 10, 2010 and September 23, 2011. Information about the subject property was selected from Keystone Acquisition Services Corp. files, the City of Pittsburgh, the Allegheny County Real Property Assessment Division, ALCOSAN, and the Federal Emergency Management Agency(FEMA).

Comparable Sale selection relied upon RealSTATs © Statistical final sale data, West Penn Multi-List Sold information, and information supplied by other local appraisers and real estate brokers. Additional information about sale and subject properties was gathered from the Allegheny County records, the County real estate information system, the County Lot-and-Block Maps, and FEMA. All sale information was corroborated by at least one principle, or agent, or representative of same. Additional information about the comparable properties was obtained from the zoning officers and/or zoning manual of the municipalities where those comparable properties are located.

Comparable sales were selected based generally upon proximity to the subject property, i.e., location; recency; physical similarity; and similarity of use to the subject property. It is the similarity of the comparable to the subject taken as a whole—that is, not exclusively its nearness, how recently it sold, its physical or usage similarity—upon which the appraiser based his selection. The market area for comparable sales is identified as that area comprising most of Allegheny County, and including the metropolitan area of the City of Pittsburgh.

Demographic and economic data in support of market conditions, adjustment(s), descriptions of growth and the local real estate market, and the socio-economic conditions of the subject environment were culled from various sources: REALStats, Inc. Quarterly Reports, the Brookings Institution Metropolitan Policy Program Quarterly Reports, Moody's Investment Services regional reports, Kiplinger.com's regional ratings report, Grubb and Ellis' Trends Reports and Forecasts, the US Census Bureau, Department of Commerce, and the appraiser's personal demographic and market studies.

PURPOSE OF THE APPRAISAL

The purpose of this appraisal report is to estimate the Market Value of the Subject Property being acquired by the client, the Allegheny County Sanitary Authority (ALCOSAN), before the acquisition and as unaffected thereby, the Market Value of the subject property remainder after the acquisition and as affected thereby, and to calculate the damages, the difference between the two.

Market Value as used in this report is defined as: The amount in cash, or in terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure time on the open, competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal.

There are similar definitions of fair market value in various recognized sources in the appraisal literature. The term "fair market value" is considered synonymous with "market value."

This appraisal is intended for use by the Allegheny County Sanitary Authority as the basis of compensation, and for use by the US Army Corps of Engineers as the reviewer.

This Appraisal is based on Property Owner's Title being Fee Simple.

SUMMARY OF APPRAISAL PROBLEMS

1. To develop a value of the property subject to acquisition, the fee interest of the subject property, using the sales comparison approach applied to comparable recent vacant land sales.
2. To develop a value for the remaining utility easement interest after the acquisition, which will remain in ownership of the subject property owner.
3. To calculate the damages, ie., the difference between the fee value of the property before the acquisition and as unaffected thereby, and the value of the utility easement—the remainder—after the acquisition and as affected thereby.

PART II
FACTUAL DATA—BEFORE ACQUISITION

DUQUESNE LIGHT CO. PROPERTY LEGAL DESCRIPTION

TRACT NO.: 102
OWNER: Duquesne Light Co.
ACRES: 22.40

Sheraden Park Section 206 Project
Chartiers Creek
Allegheny County
Fee

TRACT NO. 102

ALL that message, tenement and tract of land situated and being in the City of Pittsburgh, Allegheny County, Commonwealth of Pennsylvania, bounded and described as follows:

Beginning at the easterly corner of the land herein described at a spike set in the westerly line of Linden Avenue at the survey center line of the thirty-three-foot right of way of Stanhope Street; thence along the survey center line of said Street and along lands of WJB Entities, LLC by the following seven (7) courses: First, South 80 degrees, 34 minutes, 11 seconds West, 299.97 feet to a point in the edge of Chartiers Creek; Second, South 67 degrees, 23 minutes, 08 seconds West, 68.90 feet to an iron pin with cap set; Third, South 63 degrees, 08 minutes, 42 seconds West, 146.03 feet to an iron pin with cap set; Fourth, South 43 degrees, 44 minutes, 24 seconds East, 3.90 feet to an iron pin found; Fifth, also being along the beginning of a twenty-foot drainage easement for WJB Entities, LLC, South 62 degrees, 59 minutes, 01 seconds West, 74.03 feet to an iron pin with cap set; Sixth, South 52 degrees, 42 minutes, 12 seconds West, 482.37 feet to an iron pin found; Seventh, South 23 degrees 23 minutes, 42 seconds West (passing over an iron pin with cap set at 145.81 feet), for a total distance of 146.05 feet to a point; thence leaving the right of way of aforesaid Street and continuing along lands now or formerly of Norfolk Southern by the following ten (10) courses: First, North 66 degrees, 25 minutes, 59 seconds West, 30.09 feet to an iron pin with cap set; Second, South 87 degrees, 52 minutes 16 seconds West, 100.73 feet to a point; Third, North 71 degrees, 03 minutes, 41 seconds West, 111.29 feet to a point; Fourth, North 79 degrees, 45 minutes, 24 seconds West, 116.63 feet to a point; Fifth, North 88 degrees, 27 minutes, 04 seconds West, 136.91 feet to a point; Sixth, North 45 degrees, 55 minutes, 14 seconds West, 125.40 feet to an iron pin with cap set; Seventh, South 69 degrees, 48 minutes, 41 seconds West, 590.00 feet to a point; Eighth, South 76 degrees, 55 minutes, 40 seconds West, 850.00 feet to a point in Chartiers Creek; Ninth, South 81 degrees, 04 minutes, 59 seconds West, 282.26 feet to a point in Chartiers Creek; Tenth, North 83 degrees, 48 minutes, 38 seconds West, 8.29 feet to a point in Chartiers Creek; thence in said Creek and along lands now or formerly of AGGCO, L.P., North 77 degrees, 26 minutes, 55 seconds East, 193.91 to a point; thence, continuing in said Creek, along lands now or formerly of AGGCO, L.P., and along lands now or formerly of Frank Bryan, Inc., North 63 degrees, 26 minutes, 55 seconds East, 300.00 feet to a point; thence continuing in said Creek and along lands now or formerly of Frank Bryan, Inc., North 57 degrees, 10 minutes, 59 seconds East, 77.77 to a point; thence continuing in said Creek and along lands now or formerly of John R. Bryon, et al, by the following 4 courses: First, North 68 degrees, 58 minutes, 19 seconds East, 289.59 to a point; Second, North 81 degrees, 28 minutes, 19 seconds East, 109.93 feet to a point; Third, North 00 degrees, 41 minutes, 41 seconds West, 121.05 feet to a point; Fourth, North 64 degrees, 56 minutes, 04 seconds East, 107.41 feet to a point; thence, continuing in said Creek and along lands now or formerly of Charocks, Inc., South 55 degrees, 13 minutes, 10 seconds East, 33.45 feet to a point; thence along and near the centerline of Chartiers Creek (passing along lands now or formerly of Charocks, Inc., lands now or formerly of 23 Furnace Street Associates, L.P., lands now or formerly of Patrick R. Naughton, lands now or formerly of Phone Cards Unlimited, LLC, other lands of Duquesne Light Company, lands now or formerly of Morris Deskter, lands now or formerly of Richard E. Paul, et al, and lands now or formerly of McKees Rocks Commercial Properties, LLC), by it's various meandering courses, herein represented by the following twenty-one (21) chords:

First, North 67 degrees, 37 minutes, 13 seconds East, 15.24 to a point;
Second, North 70 degrees, 42 minutes, 47 seconds East, 160.00 feet to a point;
Third, South 00 degrees, 51 minutes, 43 seconds East, 8.86 feet to a point;
Fourth, North 60 degrees, 00 minutes, 17 seconds East, 165.00 feet to a point;
Fifth, North 72 degrees, 07 minutes, 47 seconds East, 200.00 feet to a point;
Sixth, North 55 degrees, 04 minutes, 47 seconds East, 143.13 feet to a point;
Seventh, North 54 degrees, 45 minutes, 47 seconds East, 170.00 feet to a point;
Eighth, North 60 degrees, 51 minutes, 47 seconds East, 225.00 feet to a point;
Ninth, North 43 degrees, 04 minutes, 47 seconds East, 135.97 feet to a point;
Tenth, leaving said Creek, South 84 degrees, 54 minutes, 59 seconds East, 162.43 feet to a point;

First, North 67 degrees, 37 minutes, 13 seconds East, 15.24 to a point;
Second, North 70 degrees, 42 minutes, 47 seconds East, 160.00 feet to a point;
Third, South 00 degrees, 51 minutes, 43 seconds East, 8.86 feet to a point;
Fourth, North 60 degrees, 00 minutes, 17 seconds East, 165.00 feet to a point;
Fifth, North 72 degrees, 07 minutes, 47 seconds East, 200.00 feet to a point;
Sixth, North 55 degrees, 04 minutes, 47 seconds East, 143.13 feet to a point;
Seventh, North 54 degrees, 45 minutes, 47 seconds East, 170.00 feet to a point;
Eighth, North 60 degrees, 51 minutes, 47 seconds East, 225.00 feet to a point;
Ninth, North 43 degrees, 04 minutes, 47 seconds East, 135.97 feet to a point;
Tenth, leaving said Creek, South 84 degrees, 54 minutes, 59 seconds East, 162.43 feet to a point;
Eleventh, reentering said Creek, North 17 degrees, 53 minutes, 05 seconds West, 106.83 feet to a point;
Twelfth, North 82 degrees, 18 minutes, 04 seconds East, 35.99 feet to a point;
Thirteenth, South 84 degrees, 50 minutes, 17 seconds East, 126.59 feet to a point;
Fourteenth, South 76 degrees, 53 minutes, 04 seconds East, 68.04 feet to a point;
Fifteenth, South 69 degrees, 32 minutes, 31 seconds East, 102.82 feet to a point;
Sixteenth, South 61 degrees, 13 minutes, 02 seconds East, 74.76 feet to a point;
Seventeenth, South 52 degrees, 49 minutes, 43 seconds East, 132.29 feet to a point;
Eighteenth, South 67 degrees, 39 minutes, 24 seconds East, 214.13 feet to a point;
Nineteenth, South 82 degrees, 49 minutes, 36 seconds East, 60.00 feet to a point;
Twentieth, North 79 degrees, 07 minutes, 46 seconds East, 153.63 feet to a point;
Twenty-first, North 63 degrees, 37 minutes, 57 seconds East, 91.62 feet to a point on the westerly right of way line of Linden Avenue;

thence, along the westerly line of Linden Avenue, South 35 degrees, 46 minutes, 12 seconds East, 93.37 feet to the place of **Beginning**.

CONTAINING 22.40 acres, gross area, but subject to that portion of the thirty-three foot right of way of Stanhope Street which was included in the foregoing description, leaving a net area herein conveyed of 21.94 acres, more or less; and

BEING a majorly western portion of that tract of land which became vested in Duquesne Light Company, grantor herein, by deed of W. B. Carson, et ux, dated August 5, 1926 and recorded in Recorders office of said County in Deed Book Volume 2306, page 126, which tract of land has been bisected by Linden Avenue and **BEING** known as Tract No. 102 in a plan entitled "Boundary and Retracement Survey, Lands of Duquesne Light Company, City of Pittsburgh, Allegheny County, Commonwealth of Pennsylvania and Easement Survey for USACOE Contract No. W911WN-10-D-0001; Task Order No. 0002; Modification 0001," and

SUBJECT to recorded and unrecorded easements.

BEARINGS HEREIN are in accordance with State Plane NAD_83(CORS96)(EPOCH:2002.0000) SPC (3702 PA S)

LOCAL AREA, CITY, AND NEIGHBORHOOD ECONOMIC DESCRIPTION

The project parcel is located near the northwestern Pittsburgh city boundary with McKees Rocks Borough. This general area of Pittsburgh is known locally as the "West End," but more specifically the project parcel may be said to be part of the Sheraden/Esplen area. Chartiers Creek, one of the larger tributaries of Pittsburgh's three rivers, separates Pittsburgh here from McKees Rocks Borough, and empties into the Ohio River just east of the project area. The area is served by a major primary traffic artery into and out of Pittsburgh's central city area, State Route 51, known locally as West Carson Street, which accompanies the west bank of the Ohio River northwestward out of the city and into the western suburbs, and also has access, via the McKees Rocks Bridge over the Ohio River, to State Route 65, which also parallels the river along its eastern bank and leads into the city's northern suburbs.

The immediate project area is characterized by predominantly industrial uses. In the nearby surrounding area there are mostly single-family homes and apartment buildings, and some commercial and industrial businesses. It is served adequately by local shopping, cultural, social service, recreational, governmental, and religious facilities; downtown Pittsburgh is 5-10 minutes southward by car.

General economic indicators showing the relative prosperity of the project area show that among Pittsburgh neighborhoods and districts, this area is not as well off as other areas of the city. For instance, relative educational success of the citizenry reflect the "West End's" lower number of high school graduates and college / post-university graduates. Relative unemployment figures show this area to be worse off than the city as a whole. From the perspective of relative poverty levels, the numbers classified as impoverished in this area are greater than in most other parts of the city. Income data are likewise illustrative: the median family income is lower here than in the city as a whole. Employment in professional and management occupations is also less here than in the city generally.

Residential real estate data about this area show low percentages of the following: single-unit houses, newer houses, room counts per house, low dollar figures for median house values and selected owner costs for mortgaged homes, and higher transience and homeowner vacancy rates.

Examined through a wider lens, and placed against the perspective of recent national real estate trends and the now approximately 18-month national economic downturn, the commercial real estate market in the Pittsburgh metropolitan area is surprisingly healthy. During the last 3 quarters of 2009, for instance, the area revealed positive growth in house price indices (5th nationally), very low percentages of REO / Bank-owned properties (6th nationally), slower unemployment growth (16th nationally), as well as a number 1 national ranking for metropolitan real estate health based mostly on the strength of its multi-family housing market and low downtown office vacancy rate. Additionally, for the third straight year, the foreclosure rate for the metropolitan area has decreased. On the other hand, some suburban communities in the area show relatively higher rates of commercial property vacancy, especially in strip malls and traditional shopping centers. In fact, though the region evidenced an increasing retail vacancy rate during the last 12 months, from 6.8 % to 8.2 %, this rate is still comparatively low; similarly, industrial real estate vacancies declined over this time, are projected to continue declining, and are at a low and healthy 8.3 % rate.

The project community has been affected negatively by the recessionary economic environment, but in terms of its capacity to resume economic growth it will be subject to different forces and rely on different market mechanisms. Here, where developable land is very scarce, available vacant land is often made market-ready, if at all, through community and public agency support and funding. Yet because of the relatively higher numbers of renters versus owners in this area, and the more severe impact of the current economy on this area's residents and potential residents, the multi-family housing market there is projected to benefit more from renewed growth than in city as a whole.

PROPERTY DATA

SITE DESCRIPTION

The subject site consists of a 21.94-acre (net) tract of vacant land located in Pittsburgh's 20th Ward. It is bounded on the north and along part of its eastern border by Chartiers Creek, and is situated at the presumptive intersection of Stanhope St., Stafford St., Chartiers Ave., and Chartiers Creek. The site has no road frontage; it must be accessed through the property abutting to the south owned by WJB Entities, LLC. (See Exhibit 15 in the Exhibits section)

The site is crisscrossed with numerous utility easements. The fee interest in the subject property is being valued subject to such existing easements. They are described as follows:

Equitable Gas Company	16" high-pressure gas line Gas line (unspecified diameter)
Columbia Gas Company	12" gas line
ALCOSAN	8" sewer line 45" sewer line 60" sewer line
WJB Entities LLC	20'-wide drainage easement
M.L. and W. Co.* (* now defunct)	10" gas line 4" gas line
Unknown	Gas line (unspecified diameter) 6" gas line Sewer line (unspecified diameter)

The sewage easements include, among the rights conveyed to ALCOSAN, an allowance of as much as a 40'-wide swath of surface land for the installation of the pipe line, as well as the rights to interdict the grantor's use of the surface, and to review and advise as to alterations when the grantor plans to build upon its right of way. The easements owned by the gas companies provide for far more extensive rights to the grantor in that Duquesne Light Co. retains full, continuous use of the surface, the grantees may not permanently obstruct the site, and the grantees must change the location of the pipe line if the grantor adds or alters any facility on the land. (See Exhibits 15 in the Exhibits section)

Based on information available to the appraiser, there is no adverse soil or subsoil conditions which would adversely impact its development. The site has no known valuable mineral resources. The client did not provide any consultation reports regarding mineral deposits.

Water, sewer, electric and telephone services are available in the area.

The subject property is located in a flood hazard area. A copy of a flood panel map has been included in as Exhibit 10 of this report.

IMPROVEMENT DESCRIPTION

The land is appraised as though vacant is unimproved, although there are site improvements as described below.

SITE IMPROVEMENT(S)

The subject property has the following site improvements:

four approximately 100'-high, tubular steel electrical distribution poles, set in foundations, each with 3 crossarms, and each crossarm supporting 2 medium voltage lines.

USE HISTORY

The property appraised is identified as Tract # 102 in the legal description found in this report, and also depicted in the graphic in the Exhibits section. It is a 21.94-acre (net) tract of land owned by Duquesne Light Co. It is located in Pittsburgh's 20th Ward. It has no direct road frontage; rather, it must be accessed by way of a dirt access road through the land of its southern neighbor, WJB Entities LLC. It lies about 1/8 mile from West Carson Street.

The property consists of a large, irregularly dimensioned, mostly level and even, low-lying parcel bordered by a tributary of the Ohio River, Chartiers Creek. Save for the current owner's electrical transmission towers and electric lines, it is vacant and naturally vegetated. Its zoning classification is "GI", "General Industrial."

The property transferred via deed on August 5, 1926 from W.B. Carson et ux to Duquesne Light Co. The deed is recorded as DBV 2306 Pg 126 in the Allegheny County Register of Deeds. No prior sales or transfers occurred in the past 5 years.

The property is encumbered with existing utility easements previously granted to the following utility companies: ALCOSAN, The Columbia Gas Company, Equitable Gas Company, and is subject to other easements or interests which are shown on the property plat drawing (See Exhibit 15 in the Exhibits section) herein but for which no present legal clarification of title exists and which thus might constitute a cloud on title.

SALES HISTORY

As previously indicated, the property has not been sold subsequent to the year 1926; thus, no prior sales within the past 20 years have occurred.

RENTAL HISTORY

The property has no rental history within the past 20 years.

ASSESSED VALUE AND ANNUAL TAX LOAD

Under Pennsylvania state law the last county-wide reassessment is the base year. In October 2005, Allegheny County Council passed legislation implementing a base year system. Allegheny County's last county-wide reassessment was 2002. All values represent the estimated base year market value of the property as of January 1, 2002, unless otherwise updated due to permits, appeals, corrections, flood loss or catastrophic loss. Base year methodology allows similar homes to have similar assessments until the next county-wide reassessment.

The county tax millage is set by Allegheny County Council. School tax millages are set by local school boards. Municipal tax millages are set by individual municipalities, in this case the City of Pittsburgh.

The amount of property taxes paid to each taxing body is calculated by multiplying the assessed value of the property by the millage rate set by each taxing body.

The subject property has an assessed value of \$ 25,000. The applicable millage rates applied by the city school district and city government are, respectively, 13.92 and 10.80 mills. Thus the property carries a total tax load of \$ 618.00 per year.

There are no existing appeals or delinquencies related to the property's real estate taxation.
(See Lot and Block in Exhibits Section)

ZONING / LAND USE REGULATION

The property is currently zoned GI, General Industrial. Utilities, Basic Industry, Manufacturing Assembly, Freight Terminals, and Animal Care are permitted uses under this zoning code. Other uses—Accessory, Special Exception, etc.-- are permitted upon review. Thus, the current use as a site for high-tension electric towers and lines is a permitted use.

For a more in-depth description of the excerpt from the Zoning Ordinance, refer to the City of Pittsburgh's Planning Commission's website at www.city.pittsburgh.pa.us/cp/ . See zoning map on Page .)

PART III
DATA ANALYSIS AND CONCLUSIONS
BEFORE ACQUISITION

HIGHEST AND BEST USE ANALYSIS—BEFORE ACQUISITION

HIGHEST AND BEST USE

The appraiser estimates the market value of property based on its highest and best use, or most probable use. Highest and Best Use Analysis consists of two parts, the highest and best use as if vacant, and the highest and best use as improved.

Highest and best use of land or a site as though vacant means,

Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements.

Highest and best use of property as improved is defined as,

The use that should be made of a property, as it exists. An existing improvement should be renovated or retained as is so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one.¹

The steps of highest and best use analysis answer the questions:

- § Is the use legally permissible, or is it likely that the use will be legally permissible?
- § What uses are physically possible?
- § What uses are financially feasible?
- § Of those uses are legally permissible, physically possible, and financially feasible, which use produces the greatest net return to the property?

These four tests have been applied to the site.

Highest and Best Use of the Land as if Vacant:

The highest and best use of the land as if vacant is its current use, ie., industrial, and in particular use as a utility corridor. It would be legally permissible, it would be physically possible, and it would be financially feasible, as evidenced by its history of use. Given the severe constraints to development affecting the land—its landlocked status and its location in a flood plain—this use would produce the greatest net return to the property.

Highest and Best Use, as Improved:

N/A—The land is not improved at present, nor has it been improved in the past. The steps of highest and best use analysis cannot be reasonably applied to the subject property.

¹ The Dictionary of Real Estate Appraisal, Third Edition, Appraisal Institute, Chicago, Illinois, 1993, page 171

LAND VALUATION—BEFORE ACQUISITION

Only the contributory value of the land is considered. As such, only a portion of the property is being appraised. The appraisal is subject to the hypothetical conditions as described under “Statements of Assumptions and Limiting Conditions,” Page , ie., that a utility easement is excepted and reserved to Duquesne Light Co. for access and service of its electrical transmission equipment existing as site improvements on the land. This utility easement is the basis of the “Land Valuation—After Acquisition.” (See Page 33 for the discussion of its effects on the subject property) Since only vacant land is being acquired and valued, only the sales comparison approach was used in the report. Neither the cost nor the income approach were applicable to valuation of the property as vacant.

In order to estimate the value of the land, the sales of four unimproved properties within the market area of the subject were selected and analyzed. All of the properties lie within the Allegheny County area. These sales form the basis of the development of the indicated market value of the subject property.

The summary information about the four comparables used for valuation is contained in the following table.

More detailed information, including graphical information about the comparables’ locations, lot-and-block identification, and corresponding flood panels, is shown in the individual comparable sale data sheets on the following pages.

COMPARABLE LAND SALES SUMMARY TABLE

No.	Location	Sale Date	Price	Size in Acres	Price / Acre
1	Oak Road x SR 0910	July 27, 2011	\$ 875,000	21.17	\$ 41,341
2	Log Cabin Road	May 8, 2011	\$ 19,300	19.30	\$ 1,000
3	Bateman Road	December 3, 2010	\$ 50,000	9.512	\$ 15,770
4	McKees Rocks Road	April 24, 2009	\$ 50,500	3.82	\$ 13,223

LAND VALUE ESTIMATE
BY SALES COMPARISON APPROACH
BEFORE ACQUISITION

LAND SALE #1 DATA SHEET



<p>GRANTOR Dominic Tristani et al</p> <p>GRANTEE Duquesne Light Co.</p> <p>DATE OF TRANSFER July 27, 2011</p> <p>DEED BOOK VOLUME 14645 PAGE 0159</p> <p>TAX MAP 1508-S-1 TAX PARCEL NUMBER 1508-S-1</p> <p>COUNTY Allegheny</p> <p>MUNICIPALITY West Deer Township</p>	<p>Type of Financing Conventional—C. Kefalos / J. Noble, Esq., Grantee (412-393-8725 or 412-393-1196)</p> <p>Conditions of Sale Arm's Length--Grantee</p> <p>Consideration \$ 875,000--Grantee</p> <p>Consideration reflects \$ 0.95 / SF; \$ N/A / FF \$ 41,341 / acre</p>
---	---

Address of Sale and Location of Sale in Relation to Subject :
Oak Road x SR 0910. From Subject: Stanhope St., to right onto Carson St., SR 51-S, about 2 miles, to left onto West End Bridge (follow signs closely), cross over Ohio River on West End Bridge, bear right onto SR 28-N, follow SR 28-N to Harmar exit. Turn left at end of ramp onto SR 0910. Follow this road some 12-15 miles, through, successively, Harmar, Indiana, and then West Deer Townships. The property is in West Deer Township, on the right, at the intersection of SR 0910 and Oak Rd. Total Distance: ~ 25 miles.

Property Size and Description – The property is irregularly dimensioned, with road frontage along both Oak Road and SR 0910, partly wooded, somewhat hilly, and relatively remote. The property was vacant at the time of sale, and is still vacant. The property comprises 21.1652 acres, or approximately 921,956 SF. The buyer stated that the property abuts other large, vacant, wooded, hilly tracts his company has recently purchased. All utilities are available to the site. See Flood Map and Lot and Block Map, Exhibits section.

Zoning – S, Special Use (Industrial uses permitted by ordinance)

Highest and Best Use – Industrial

LAND SALE #2 DATA SHEET



GRANTOR Duquesne Light Co.
 GRANTEE H. & M. Holdings LLC
 DATE OF TRANSFER May 8, 2011
 DEED BOOK VOLUME 14581 PAGE 0085
 TAX MAP: 0839-J TAX PARCEL NUMBER: -00010
 COUNTY Allegheny
 MUNICIPALITY Indiana Township

Provide the name of person with whom facts were verified, their Phone Number and whether they were the Grantor, Grantee, Broker, etc.
 Type of Financing: Conventional—P. Burke, Esq., Sherrard, German & Kelly P.C., Grantee's attorney (412-355-0200)
 Conditions of Sale: Arm's Length—P. Burke, Esq., for Grantee
 Consideration \$ 19,300—P. Burke, Esq., for Grantee
 Consideration reflects \$ 0.023 / SF; \$ N/A / FF
 \$ 1,000 / acre

Address of Sale and Location of Sale in Relation to Subject – Give Directions to Locate Sale: *Be Specific.*
Log Cabin Road. From Subject: Stanhope St., to right onto Carson St., SR 51-S, about 2 miles, to left onto West End Bridge (follow signs closely), cross over Ohio River on West End Bridge, bear right onto SR 28-N, follow SR 28-N to Harmar exit. Take Springdale Exit off I-28N; turn right at stop sign at end of ramp. Follow this road (aka Hite Rd.) to traffic light. Turn right; follow this road (Russellton Rd., then Pearl Ave., then Little Deer Creek Valley Rd.) some 2-3 miles, turn right at Log Cabin Road. Kissick Lane, and the entrance to the property, is the first road on the right. There is gated access. Distance: ~ 20 miles.

Property Size and Description – The site is nearly regularly pentagonal, with no direct road frontage, heavily wooded, steep, and relatively remote. Access to the property is via a roughly 1-mile long right-of-way easement from Log Cabin Road coincident with Kissick Lane. The property was vacant at the time of sale, and is still vacant. Much of the property and the surrounding land was at one time a fly ash dump. The property comprises approximately 19.30 acres, or approximately 840,708 SF. The buyer's attorney indicated utilities are not provided. See Flood Map and Lot and Block Map, Exhibits section. NOTE: The assessment information for the above property of L. & B. 0839-J-00010 has not yet been prepared. Shown in the Exhibits section is the data for L.&B. 0838-G-00160, the property from which the comparable property has been split off.

Zoning – MDR, Medium Density Residential (Industrial uses permitted by ordinance)

Highest and Best Use – Industrial development

LAND SALE #3 DATA SHEET



GRANTOR Fayette Storage Associates		Provide the name of person with whom facts were verified, their Phone Number and whether they were the Grantor, Grantee, Broker, etc.
GRANTEE Imperial Capital Development LLC		Type of Financing Conventional— Ken Faux, Grantee(724-695-9026)
DATE OF TRANSFER December 3, 2010		Conditions of Sale Arm's Length--Grantee
DEED BOOK VOLUME 14449	PAGE 0594	Consideration \$ 150,000--Grantee
TAX MAP 0799-M--	TAX PARCEL NUMBER-00008	(Consideration reflects \$ 0.36 / SF; \$ N/A / FF (no direct frontage) \$ 15,770 / acre)
COUNTY Allegheny		
MUNICIPALITY North Fayette Township		

Address of Sale and Location of Sale in Relation to Subject:

Bateman Road. From Subject: Stanhope St., to right onto Carson St., SR 51-S, about 5 miles, bear right onto IS 376-W/IS 279-S (be careful to follow the signs indicating "Airport"), follow IS 376-W some 7-8 miles to exit for SR 60-N/SR 22-W. Take this exit onto SR 22W; follow this limited access road some 3-4 miles to until the Oakdale / SR 0978 exit. Take this exit; turn left at the end of the ramp onto SR 0978 ("Bateman Road"), follow this road underneath SR 22-W, about ¾ miles, to property on Left. Total Distance: ~ 18 miles.

Property Size and Description – The tract is irregularly dimensioned, with limited road frontage, but without its own access drive. It is considerably wooded, hilly, and yet in part cleared and leveled, with packed gravel parking lot for the abutting Fayette Storage Assn. property, through which access is provided. The property was vacant at the time of sale, and is still vacant. The property comprises 9.5117 acres, or approximately 414,330 SF. The buyer stated that the property is currently without sanitary sewer service, but that the township is awaiting imminent DEP approval of its proposed sanitary sewer lines, which will provide service to a point 400' from the property's east-northeastern corner. All other utilities are available.

Zoning – I-1, Light Industrial

Highest and Best Use – Industrial

LAND SALE #4 DATA SHEET



GRANTOR Duquesne Light Co.		Provide the name of person with whom facts were verified, their Phone Number and whether they were the Grantor, Grantee, Broker, etc.
GRANTEE Frank Bryan, Inc.		Type of Financing Conventional— Matt or Frank Bryan, Grantee(412-922-0200 or 412-771-0800)
DATE OF TRANSFER April 24, 2009		Conditions of Sale Arm's Length--Grantee
DEED BOOK VOLUME 13923	PAGE 0554	Consideration \$ 50,500--Grantee
TAX MAP 0153-H--	TAX PARCEL NUMBER -00095	(Consideration reflects \$ 0.30 / SF; \$ N/A / FF (no direct frontage)
COUNTY Allegheny		
MUNICIPALITY Kennedy Township		

Address of Sale and Location of Sale in Relation to Subject:

Creek Road. From Subject: Stanhope St. to left on SR 51-N, to left on Chartiers Avenue, follow Chartiers Ave. into Singer Ave., then into Pine Run Rd., roughly 2 miles NW to left on Heckel, up hill, to right on McKees Rocks / Steubenville Rd., approximately 3 miles to Comparable on far left. Comparable can only be seen in part from rear of private school located at end of Bilmar Dr. To get to Bilmar Dr., follow McKees Rocks Rd. into Lorish Rd., turn left at bottom of hill onto Beecham Dr., up hill, to left on Bilmar. Total Distance: ~ 7 miles.

Property Size and Description – The tract is regularly dimensioned, with no road frontage, heavily wooded, hilly, and relatively remote. The property was vacant at the time of sale, and is still vacant. The property comprises 3.819 acres, or approximately 166,356 SF. The buyer stated that the property abuts other large, vacant, wooded, hilly tracts his company has recently purchased. All utilities are available to the site.

Zoning – M-1, Industrial

Highest and Best Use – Industrial

LAND VALUE ESTIMATE (BEFORE)

SALE NUMBER	SUBJECT	LAND SALE 1	LAND SALE 2	LAND SALE 3	LAND SALE 4
DATE OF TRANSFER	8 / 5 / 1926	7 / 27 / 2011	5 / 9 / 2011	12 / 3 / 2010	4 / 24 / 2009
CONSIDERATION		\$ 875,000	\$ 19,300	\$ 150,000	\$ 50,500
PRICE PER ACRE		\$ 41,341	\$ 1,000	\$ 15,770	\$ 13,223
SIZE IN ACRES	21.94	21.1652	19.30	9.5117	3.819
ADJUSTMENTS					
1. Property Rights Conveyed or Appraised	Fee Simple	Same	Same	Same	Same
Adjusted Price (in \$ / acre)		41,341	1,000	15,770	13,223
2. Financing Terms	Cash or Equivalent	Same	Same	Same	Same
Adjusted Price		41,341	1,000	15,770	13,223
3. Conditions of Sale (Motivation)	Arm's Length	Same	Same	Same	- 1,322
Adjusted Price		41,341	1,000	15,770	11,901
4. Market Conditions (Time)	N/A	None	None	None	None
Adjusted Price		41,341	1,000	15,770	11,901
5. Location		- 40%	+ 10%	- 5%	
6. Size				+ 10%	+ 10%
7. Topography			+ 10%		+ 10%
8. Zoning					
9. Other—Access		- 20%	- 10%	- 10%	
10. Other—Elevation (Flood risk)		- 10%	- 10%	- 25%	- 25%
11.					
NET ADJUSTMENTS		- 70%	0	- 30%	- 25%
INDICATED VALUE OF SUBJECT LAND PER ACRE		12,402	1,000	11,039	8,926

ESTIMATED LAND VALUE BY SALES COMPARISON: - \$ 2,000 / acre

Explain Adjustments in Detail and Reconcile:

No adjustments were required for Property Rights or Financing.

Conditions of Sale adjustments were applied to comparable 4 based upon the buyer's assertions that assemblage formed part of his motivation to purchase, since he had already purchased abutting property.

Recessionary economic conditions lasting from June, 2008 until the present time effectively nullified any inflationary trend and led to stable vacant land prices.

Sale Conds.: The buyer of Comparable 4 stated he that assemblage formed part of his motivation to buy.

Location: Comparable 1 is a corner lot; comparable 3 is within 200' of a major limited access artery; comparable 2 is in a more remote, semi-rural area.

Size: The smaller size of comparables 3 and 4 limits industrial development, where more open space, cet. par., is needed.

Topography: Comparables 2 and 4 are moderately disadvantaged by relatively steep, woody, and uneven topography.

Access: Comparables 1 has excellent, and Comparables 2 and 3 adequate, road access; the subject, like comparable 4, has none.

Elevation: The subject lies in a high flood risk area; comparable 1 is significantly less prone flood hazard; comparable 2, though at higher elevation, nonetheless has access which is potentially prone to flood; comparables 3 and 4 are not prone at all to flood hazard.

Estimated Value of subject land BEFORE (per acre): \$ 2,000 per acre.

CORRELATION AND FINAL VALUE ESTIMATE
BEFORE ACQUISITION

CORRELATION AND FINAL VALUE ESTIMATE—BEFORE ACQUISITION

- € Comparable sales were selected based generally upon proximity to the subject property, i.e., location; recency; physical similarity; and similarity of use to the subject property. These sales are, in the opinion of the appraiser, the best available.

- € The subject property is disadvantaged nearly uniquely in a different and lasting way compared to the comparables' locations. The effect of this disadvantage on the indicated value is severe, if difficult to determine with precision, because of the combined detriments to value associated with its high-flood-risk low elevation and its land-locked location.

- € The sales provide a range of indicated values from \$ 1,000 per acre to about \$ 12,400 per acre. Sale 4 is located less than 3 miles from the subject, within the same geographic market area as the subject property, and has some influence in establishing the indicated value in that its adjusted value tended to pull up the indicated value from the low end of the range. Sales 1 and 2 are located relatively far away; though their zoning is not the same as that of the subject, the same uses are permitted in their zoning. Sale 4 was adjusted for conditions of sale based upon the buyer's assertion that he had been buying up land in this area for future business purposes. The buyer is active in construction and land development in this area. All comparables have elevation and/or access advantages relative to the subject. In fact, as the adjustments to the adjusted sale prices show the subject property is nearly incomparable in its negative qualities. The adjustments show it to be of a quality similar to comparable 2. Further, the total absolute adjustment, the net adjustment, and the amount of each individual adjustment for comparable 2 add by far the most weight to the value conclusion. Because of this, I conclude that the subject's estimated value must be very much nearer to its indicated value than to any of the other comparables. Based on the adjustments, I conclude the market value of the subject's fee simple interest totals \$ 2,000 per acre. This equates to \$ 2,000 per acre x 21.94 acres (net), or \$ 43,880,

- € Say \$ 43,880, for the fee simple interest as of October 6 , 2011.

- € Reconciliation of other value estimates with the value estimate of the sales comparison approach was not justified for this assignment because only vacant land is being acquired and valued, and neither the cost nor the income approach were applicable to valuation of the property as vacant.

PART IV
FACTUAL DATA—AFTER ACQUISITION

DUQUESNE LIGHT CO. PROPERTY LEGAL DESCRIPTION

TRACT NO.: 102
OWNER: Duquesne Light Co.
ACRES: Undetermined, out of 22.40

Sheraden Park Section 206 Project
Chartiers Creek
Allegheny County
Utility Easement

UTILITY AND/OR PIPELINE EASEMENT

A perpetual and assignable easement and right-of-way in, on, over and across (the land described in the Legal Description, Exhibits section of this report (Tract No. 102), for the location, construction, operation, maintenance, alteration; repair and patrol of overhead high-tension electrical lines and their support towers; together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

An approximate representation of the surface area required for this utility easement is shown in the Exhibits section of the report, denoted by the colored area within the map of Tract 102.

This permanent easement will apply to an area as yet undefined by survey on the attached property plat and described in the preceding legal description, encompassing space defined approximately by the total length traversed in the east-west direction by Duquesne Light Company's 2 overhead transmission lines and, in the north-south direction, the total width resultant from the addition of 50' to, respectively, the positions of the northern and the southern lines. (See Exhibit 16 in the Exhibits section)

LOCAL AREA, CITY, AND NEIGHBORHOOD ECONOMIC DESCRIPTION

The information for this section can be found on Page 15. This information relative to the subject property in the "After" state is the same as in the "Before" state.

PROPERTY DATA

The information for this section can be found on Page 16. This information relative to the subject property in the "After" state is the same as in the "Before" state.

USE HISTORY, SALES HISTORY, RENTAL HISTORY, ASSESSED VALUE AND ANNUAL TAX LOAD

The information for this section can be found on Page 17. This information relative to the subject property in the "After" state is the same as in the "Before" state.

ZONING / LAND USE REGULATIONS

The information for this section can be found on Page 18. This information relative to the subject property in the "After" state is the same as in the "Before" state.

PART V
DATA ANALYSIS AND CONCLUSIONS
AFTER ACQUISITION

HIGHEST AND BEST USE ANALYSIS—AFTER ACQUISITION

HIGHEST AND BEST USE

The appraiser has determined the highest and best use of the post-acquisition utility easement land according to the principles of highest and best use analysis which were applied to the property in the “Before Acquisition” state. The property in the “After Acquisition” state is defined by the interests and limitations of the previously described utility easement.

The steps of highest and best use analysis answer the questions:

- § Is the use legally permissible, or is it likely that the use will be legally permissible?
- § What uses are physically possible?
- § What uses are financially feasible?
- § Of those uses are legally permissible, physically possible, and financially feasible, which use produces the greatest net return to the property?

These four tests have been applied to the site.

Highest and Best Use of the Land (Utility Easement) as if Vacant:

The highest and best use of the land as if vacant is its current use, ie., industrial, and in particular use as a utility corridor. It would be legally permissible, it would be physically possible, and it would be financially feasible, as evidenced by its history of use. Given the severe constraints to development affecting this property interest—its landlocked status and its location in a flood plain—this use would produce the greatest net return to the property.

Highest and Best Use, as Improved:

N/A—The land (Utility Easement) is not improved at present, nor has it been improved in the past. The steps of the analysis of the highest and best use as improved cannot be reasonably applied to the post-acquisition subject property.

LAND VALUE ESTIMATE
BY SALES COMPARISON APPROACH
AFTER ACQUISITION

DISCUSSION OF POST-ACQUISITION LAND VALUE ESTIMATE BY SALES COMPARISON APPROACH

The appraisal is being done for the purpose of estimating damages resulting from acquisition of part of the Subject property, identified as Tract 102 on the attached map. Since not all of the property is being acquired, there will be a remainder. First, the property will be valued as it is before, and as unaffected by, the acquisition. Then the remainder will be valued. Subtracting the value of the remainder from the value of the property before the acquisition will yield the value of the property interest acquired, ie., the damages.

The appraisal is done under the hypothetical condition that the property is vacant and unimproved. Further, it is being done under the hypothetical condition that a utility easement, which will remain after acquisition, is excepted and reserved to Duquesne Light Co. for access to and service of its electrical transmission equipment existing as site improvements on the land.

Because of the hypothetical condition that the property is vacant and unimproved, only the contributory value of the land is considered. As such, only a portion of the property is being appraised. Since only vacant land is being acquired and appraised, only the sales comparison approach was used in the report. Neither the cost nor the income approach were applicable to valuation of the property as vacant.

Because of the hypothetical condition that a utility easement will remain after the acquisition, the appraisal of the remainder will be confined to the calculation of the value of this utility easement based upon the value of the subject property land. It is noted that legal standards for federal land acquisition have consistently supported the concept that comparing the market value of the entire tract affected by the taking before and after the taking states the correct measure of value in federal court condemnations. It is with this concept in mind that the effects of the remaining utility easement are viewed as being executed over the entire 21.97 acres of the subject property, and not just confined to the area surveyed or calculated as the required easement area. Especially in a case such this, where the remaining easement area effectively bisects the site, it is important to show that the utility easement essentially affects every square foot of the subject property. (See Exhibit 15 in the Exhibits section)

LAND SALE #1 DATA SHEET



<p>GRANTOR Dominic Tristani et al</p> <p>GRANTEE Duquesne Light Co.</p> <p>DATE OF TRANSFER July 27, 2011</p> <p>DEED BOOK VOLUME 14645 PAGE 0159</p> <p>TAX MAP 1508-S-1 TAX PARCEL NUMBER 1508-S-1</p> <p>COUNTY Allegheny</p> <p>MUNICIPALITY West Deer Township</p>	<p>Type of Financing Conventional—C. Kefalos / J. Noble, Esq., Grantee (412-393-8725 or 412-393-1196)</p> <p>Conditions of Sale Arm's Length--Grantee</p> <p>Consideration \$ 875,000--Grantee</p> <p>Consideration reflects \$ 0.95 / SF; \$ N/A / FF \$ 41,341 / acre</p>
---	---

Address of Sale and Location of Sale in Relation to Subject :
Oak Road x SR 0910. From Subject: Stanhope St., to right onto Carson St., SR 51-S, about 2 miles, to left onto West End Bridge (follow signs closely), cross over Ohio River on West End Bridge, bear right onto SR 28-N, follow SR 28-N to Harmar exit. Turn left at end of ramp onto SR 0910. Follow this road some 12-15 miles, through, successively, Harmar, Indiana, and then West Deer Townships. The property is in West Deer Township, on the right, at the intersection of SR 0910 and Oak Rd. Total Distance: ~ 25 miles.

Property Size and Description – The property is irregularly dimensioned, with road frontage along both Oak Road and SR 0910, partly wooded, somewhat hilly, and relatively remote. The property was vacant at the time of sale, and is still vacant. The property comprises 21.1652 acres, or approximately 921,956 SF. The buyer stated that the property abuts other large, vacant, wooded, hilly tracts his company has recently purchased. All utilities are available to the site. See Flood Map and Lot and Block Map, Exhibits section.

Zoning – S, Special Use (Industrial uses permitted by ordinance)

Highest and Best Use – Industrial

LAND SALE #2 DATA SHEET



GRANTOR Duquesne Light Co.
 GRANTEE H. & M. Holdings LLC
 DATE OF TRANSFER May 8, 2011
 DEED BOOK VOLUME 14581 PAGE 0085
 TAX MAP: 0839-J TAX PARCEL NUMBER: -00010
 COUNTY Allegheny
 MUNICIPALITY Indiana Township

Provide the name of person with whom facts were verified, their Phone Number and whether they were the Grantor, Grantee, Broker, etc.
 Type of Financing: Conventional—P. Burke, Esq., Sherrard, German & Kelly P.C., Grantee's attorney (412-355-0200)
 Conditions of Sale: Arm's Length—P. Burke, Esq., for Grantee
 Consideration \$ 19,300—P. Burke, Esq., for Grantee
 Consideration reflects \$ 0.023 / SF; \$ N/A / FF
 \$ 1,000 / acre

Address of Sale and Location of Sale in Relation to Subject – Give Directions to Locate Sale: *Be Specific.*
Log Cabin Road. From Subject: Stanhope St., to right onto Carson St., SR 51-S, about 2 miles, to left onto West End Bridge (follow signs closely), cross over Ohio River on West End Bridge, bear right onto SR 28-N, follow SR 28-N to Harmar exit. Take Springdale Exit off I-28N; turn right at stop sign at end of ramp. Follow this road (aka Hite Rd.) to traffic light. Turn right; follow this road (Russellton Rd., then Pearl Ave., then Little Deer Creek Valley Rd.) some 2-3 miles, turn right at Log Cabin Road. Kissick Lane, and the entrance to the property, is the first road on the right. There is gated access. Distance: ~ 20 miles.

Property Size and Description – The site is nearly regularly pentagonal, with no direct road frontage, heavily wooded, steep, and relatively remote. Access to the property is via a roughly 1-mile long right-of-way easement from Log Cabin Road coincident with Kissick Lane. The property was vacant at the time of sale, and is still vacant. Much of the property and the surrounding land was at one time a fly ash dump. The property comprises approximately 19.30 acres, or approximately 840,708 SF. The buyer's attorney indicated utilities are not provided. See Flood Map and Lot and Block Map, Exhibits section. NOTE: The assessment information for the above property of L. & B. 0839-J-00010 has not yet been prepared. Shown in the Exhibits section is the data for L.&B. 0838-G-00160, the property from which the comparable property has been split off.

Zoning – MDR, Medium Density Residential (Industrial uses permitted by ordinance)

Highest and Best Use – Industrial development

LAND SALE #3 DATA SHEET



GRANTOR Fayette Storage Associates		Provide the name of person with whom facts were verified, their Phone Number and whether they were the Grantor, Grantee, Broker, etc.
GRANTEE Imperial Capital Development LLC		Type of Financing Conventional— Ken Faux, Grantee(724-695-9026)
DATE OF TRANSFER December 3, 2010		Conditions of Sale Arm's Length--Grantee
DEED BOOK VOLUME 14449	PAGE 0594	Consideration \$ 150,000--Grantee
TAX MAP 0799-M--	TAX PARCEL NUMBER-00008	(Consideration reflects \$ 0.36 / SF; \$ N/A / FF (no direct frontage) \$ 15,770 / acre
COUNTY Allegheny		
MUNICIPALITY North Fayette Township		

Address of Sale and Location of Sale in Relation to Subject:

Bateman Road. From Subject: Stanhope St., to right onto Carson St., SR 51-S, about 5 miles, bear right onto IS 376-W/IS 279-S (be careful to follow the signs indicating "Airport"), follow IS 376-W some 7-8 miles to exit for SR 60-N/SR 22-W. Take this exit onto SR 22W; follow this limited access road some 3-4 miles to until the Oakdale / SR 0978 exit. Take this exit; turn left at the end of the ramp onto SR 0978 ("Bateman Road"), follow this road underneath SR 22-W, about ¾ miles, to property on Left. Total Distance: ~ 18 miles.

Property Size and Description – The tract is irregularly dimensioned, with limited road frontage, but without its own access drive. It is considerably wooded, hilly, and yet in part cleared and leveled, with packed gravel parking lot for the abutting Fayette Storage Assn. property, through which access is provided. The property was vacant at the time of sale, and is still vacant. The property comprises 9.5117 acres, or approximately 414,330 SF. The buyer stated that the property is currently without sanitary sewer service, but that the township is awaiting imminent DEP approval of its proposed sanitary sewer lines, which will provide service to a point 400' from the property's east-northeastern corner. All other utilities are available.

Zoning – I-1, Light Industrial

Highest and Best Use – Industrial

LAND SALE #4 DATA SHEET



GRANTOR Duquesne Light Co.		Provide the name of person with whom facts were verified, their Phone Number and whether they were the Grantor, Grantee, Broker, etc.
GRANTEE Frank Bryan, Inc.		Type of Financing Conventional— Matt or Frank Bryan, Grantee(412-922-0200 or 412-771-0800)
DATE OF TRANSFER April 24, 2009		Conditions of Sale Arm's Length--Grantee
DEED BOOK VOLUME 13923	PAGE 0554	Consideration \$ 50,500--Grantee
TAX MAP 0153-H--	TAX PARCEL NUMBER -00095	(Consideration reflects \$ 0.30 / SF; \$ N/A / FF (no direct frontage)
COUNTY Allegheny		
MUNICIPALITY Kennedy Township		

Address of Sale and Location of Sale in Relation to Subject:

Creek Road. From Subject: Stanhope St. to left on SR 51-N, to left on Chartiers Avenue, follow Chartiers Ave. into Singer Ave., then into Pine Run Rd., roughly 2 miles NW to left on Heckel, up hill, to right on McKees Rocks / Steubenville Rd., approximately 3 miles to Comparable on far left. Comparable can only be seen in part from rear of private school located at end of Bilmar Dr. To get to Bilmar Dr., follow McKees Rocks Rd. into Lorish Rd., turn left at bottom of hill onto Beecham Dr., up hill, to left on Bilmar. Total Distance: ~ 7 miles.

Property Size and Description – The tract is regularly dimensioned, with no road frontage, heavily wooded, hilly, and relatively remote. The property was vacant at the time of sale, and is still vacant. The property comprises 3.819 acres, or approximately 166,356 SF. The buyer stated that the property abuts other large, vacant, wooded, hilly tracts his company has recently purchased. All utilities are available to the site.

Zoning – M-1, Industrial

Highest and Best Use – Industrial

LAND VALUE ESTIMATE (AFTER)

SALE NUMBER	SUBJECT	LAND SALE 1	LAND SALE 2	LAND SALE 3	LAND SALE 4
DATE OF TRANSFER	8 / 5 / 1926	7 / 27 / 2011	5 / 9 / 2011	12 / 3 / 2010	4 / 24 / 2009
CONSIDERATION		\$ 875,000	\$ 19,300	\$ 150,000	\$ 50,500
PRICE PER ACRE		\$ 41,341	\$ 1,000	\$ 15,770	\$ 13,223
SIZE IN ACRES	21.94	21.1652	19.30	9.5117	3.819
ADJUSTMENTS					
1. Property Rights Conveyed or Appraised	Fee Simple	Same	Same	Same	Same
Adjusted Price (in \$ / acre)		41,341	1,000	15,770	13,223
2. Financing Terms	Cash or Equivalent	Same	Same	Same	Same
Adjusted Price		41,341	1,000	15,770	13,223
3. Conditions of Sale (Motivation)	Arm's Length	Same	Same	Same	- 1,322
Adjusted Price		41,341	1,000	15,770	11,901
4. Market Conditions (Time)	N/A	None	None	None	None
Adjusted Price		41,341	1,000	15,770	11,901
5. Location		- 40%	+ 10%	- 5%	
6. Size				+ 10%	+ 10%
7. Topography			+ 10%		+ 10%
8. Zoning					
9. Other—Access		- 20%	- 10%	- 10%	
10. Other—Elevation (Flood risk)		- 10%	- 10%	- 25%	- 25%
11.					
NET ADJUSTMENTS		- 70%	0	- 30%	- 25%
INDICATED VALUE OF SUBJECT LAND PER ACRE		12,402	1,000	11,039	8,926

ESTIMATED LAND VALUE BY SALES COMPARISON: - \$ 2,000 / acre

Explain Adjustments in Detail and Reconcile:

No adjustments were required for Property Rights or Financing.

Conditions of Sale adjustments were applied to comparable 4 based upon the buyer's assertions that assemblage formed part of his motivation to purchase, since he had already purchased abutting property.

Recessionary economic conditions lasting from June, 2008 until the present time effectively nullified any inflationary trend and led to stable vacant land prices.

Sale Conds.: The buyer of Comparable 4 stated he that assemblage formed part of his motivation to buy.

Location: Comparable 1 is a corner lot; comparable 3 is within 200' of a major limited access artery; comparable 2 is in a more remote, semi-rural area.

Size: The smaller size of comparables 3 and 4 limits industrial development, where more open space, cet. par., is needed.

Topography: Comparables 2 and 4 are moderately disadvantaged by relatively steep, woody, and uneven topography.

Access: Comparables 1 has excellent, and Comparables 2 and 3 adequate, road access; the subject, like comparable 4, has none.

Elevation: The subject lies in a high flood risk area; comparable 1 is significantly less prone flood hazard; comparable 2, though at higher elevation, nonetheless has access which is potentially prone to flood; comparables 3 and 4 are not prone at all to flood hazard.

Estimated Value of subject land AFTER (per acre): \$ 2,000 per acre.

CORRELATION AND FINAL VALUE ESTIMATE
AFTER ACQUISITION

CORRELATION AND FINAL VALUE ESTIMATE—AFTER ACQUISITION

- € Comparable sales were selected based generally upon proximity to the subject property, i.e., location; recency; physical similarity; and similarity of use to the subject property. These sales are, in the opinion of the appraiser, the best available.

- € The subject property is disadvantaged nearly uniquely in a different and lasting way compared to the comparables' locations. The effect of this disadvantage on the indicated value is severe, if difficult to determine with precision, because of the combined detriments to value associated with its high-flood-risk low elevation and its land-locked location.

- € The sales provide a range of indicated values from \$ 1,000 per acre to about \$ 12,400 per acre. Sale 4 is located less than 3 miles from the subject, within the same geographic market area as the subject property, and has some influence in establishing the indicated value in that its adjusted value tended to pull up the indicated value from the low end of the range. Sales 1 and 2 are located relatively far away; though their zoning is not the same as that of the subject, the same uses are permitted in their zoning. Sale 4 was adjusted for conditions of sale based upon the buyer's assertion that he had been buying up land in this area for future business purposes. The buyer is active in construction and land development in this area. All comparables have elevation and/or access advantages relative to the subject. In fact, as the adjustments to the adjusted sale prices show the subject property is nearly incomparable in its negative qualities. The adjustments show it to be of a quality similar to comparable 2. Further, the total absolute adjustment, the net adjustment, and the amount of each individual adjustment for comparable 2 add by far the most weight to the value conclusion. Because of this, I conclude that the subject's estimated value must be very much nearer to its indicated value than to any of the other comparables. Based on the adjustments, I conclude the market value of the subject's fee simple interest totals \$ 2,000 per acre. This equates to \$ 2,000 per acre x 21.94 acres (net), or \$ 43,880,

- € Say \$ 43,880, for the fee simple interest as of October 6 , 2011.

- € Reconciliation of other value estimates with the value estimate of the sales comparison approach was not justified for this assignment because only vacant land is being acquired and valued, and neither the cost nor the income approach were applicable to valuation of the property as vacant.

VALUATION OF THE REMAINDER

CALCULATION OF UTILITY EASEMENT INTEREST

The remaining utility easement excepted and reserved is a permanent easement granted to Duquesne Light Company for purposes of servicing, maintaining, accessing, repairing, and/or replacing the existing electrical towers and lines, and their related equipment. (See description, Exhibits section)

Any such easement necessitating this extent of usage would also necessarily severely limit use by the owner of the fee interest, in this case the prospective acquiring agency, ALCOSAN. The limitation of its use would be similar to the limitation of use placed on a property owner through whose property a highway right-of-way traversed. That is, the easement would presumably provide that no permanent improvements be constructed in the easement area; further, that free and open access to the easement area be kept permanently. Limitations similar to this would result in a relatively high value being placed on the estate of the utility easement, and a correspondingly low value on the servient, or fee, estate.

For purposes of comparison, for instance, it is not uncommon for highway slope easements—where proscriptions against permanent improvement of the land are the norm—to be compensated by the acquiring agency by an amount of 75-80% of the value of the fee interest of vacant land. This, even though the agency would not necessarily be altering or building on the land subject to easement.

Further, even though the area, as yet undefined by survey, of the utility easement constitutes less than 50% of the area of the fee interest of Tract 102, it nonetheless effectively splits the fee tract into 2 non-contiguous, disadvantageously shaped parcels, leaving them unusable for development. In my opinion, the remaining utility easement is most properly viewed as effectively subjecting the entire 21.94 acres of Tract 102 to its limitations.

Therefore, I have calculated the value of the utility easement estate as follows:

	Area Required:			21.94 acres
X	Land Value per Acre			x \$ 2,000
=	Unencumbered Fee Value of Subject Property			<u>\$ 43,880</u>
				<u>\$ 43,880</u>
-	Easement Value Excepted and Reserved (@ 80%)	<u>\$ 43,880</u>	X 0.80 =	- \$ 35,104
=	Value of Remainder			<u>\$ 8,776</u>
			SAY,	<u>\$ 8,800</u>

PART VI
ACQUISITION ANALYSIS

RECAPITULATION

As previously described and calculated, the Before Value has been calculated as the value of the fee interest of the 21.94 acres land of land of Tract 102, based on the sales comparison approach. This approach yielded a per acre value of \$ 2,000. Thus, the Before Value is \$ 43,880.

The After Value has been calculated as the value of the permanent utility easement, affecting the use of the entire 21.94 acres of Tract 102, which will be the remainder owned by Duquesne Light Co. The easement factor applied to this calculation was 80% (0.80). Thus, the After Value—the value of the remainder—is \$ 35,104.

The Damages are therefore the difference between the Before Value and the After Value, \$ 43,880 - \$ 35,104, or 8,776...say, \$ 8,800. This is the value of the property interest acquired.

ALLOCATION AND EXPLANATION OF DAMAGES

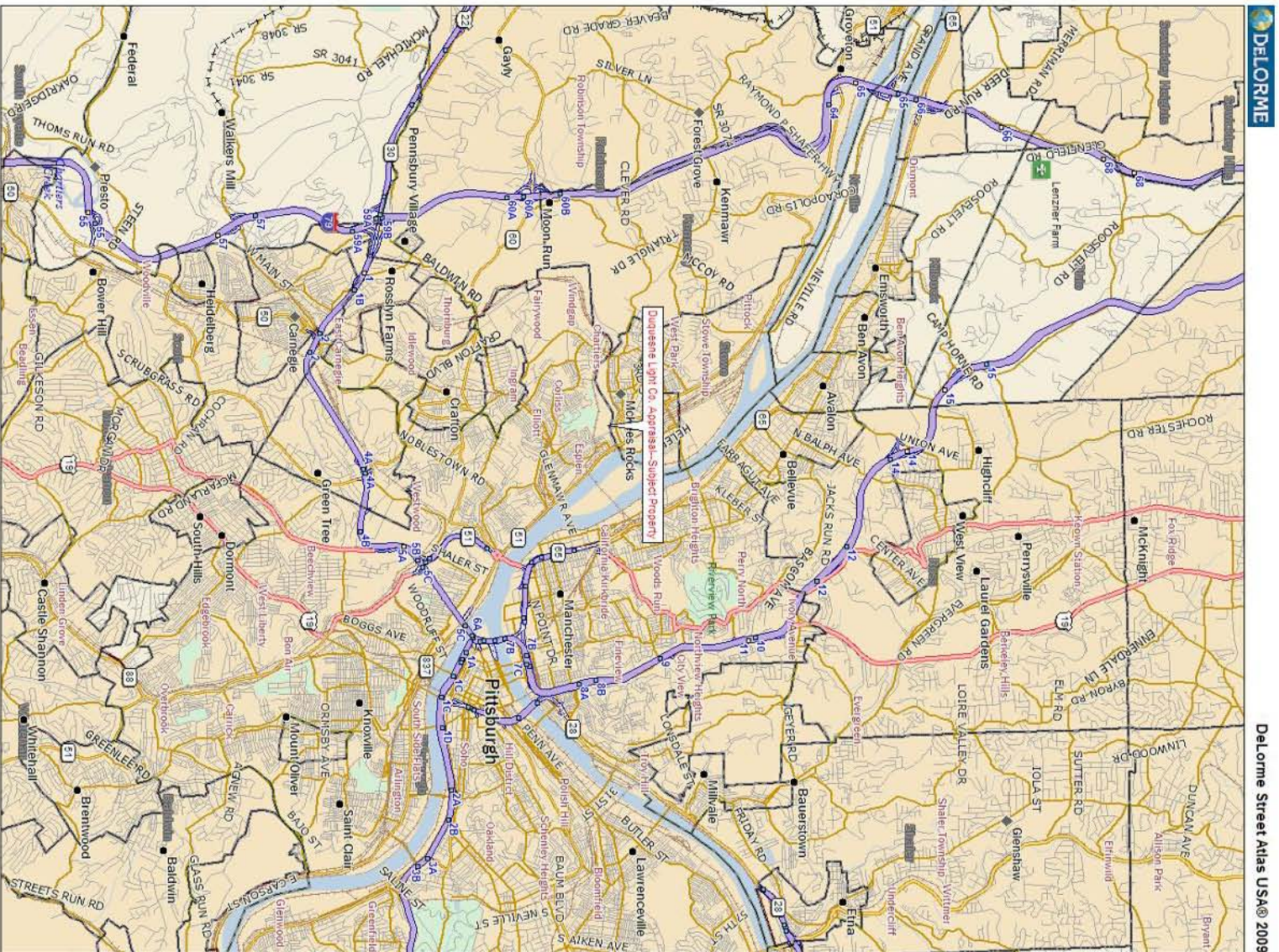
No other damages—ie., no indirect damages—to the remainder property interest are attributable to the acquisition. Thus, the calculated damages are all direct damages.

EXPLANATION OF SPECIAL BENEFITS

No benefits have been ascertained which accrue to the remainder property interest.

PART VII
EXHIBITS AND ADDENDA

MAP SHOWING SUBJECT LOCATION



Data use subject to license.
© Delorme, Delorme Street Atlas USA® 2009.
www.delorme.com



MAP SHOWING COMPARABLE LAND SALE 1 LOCATION

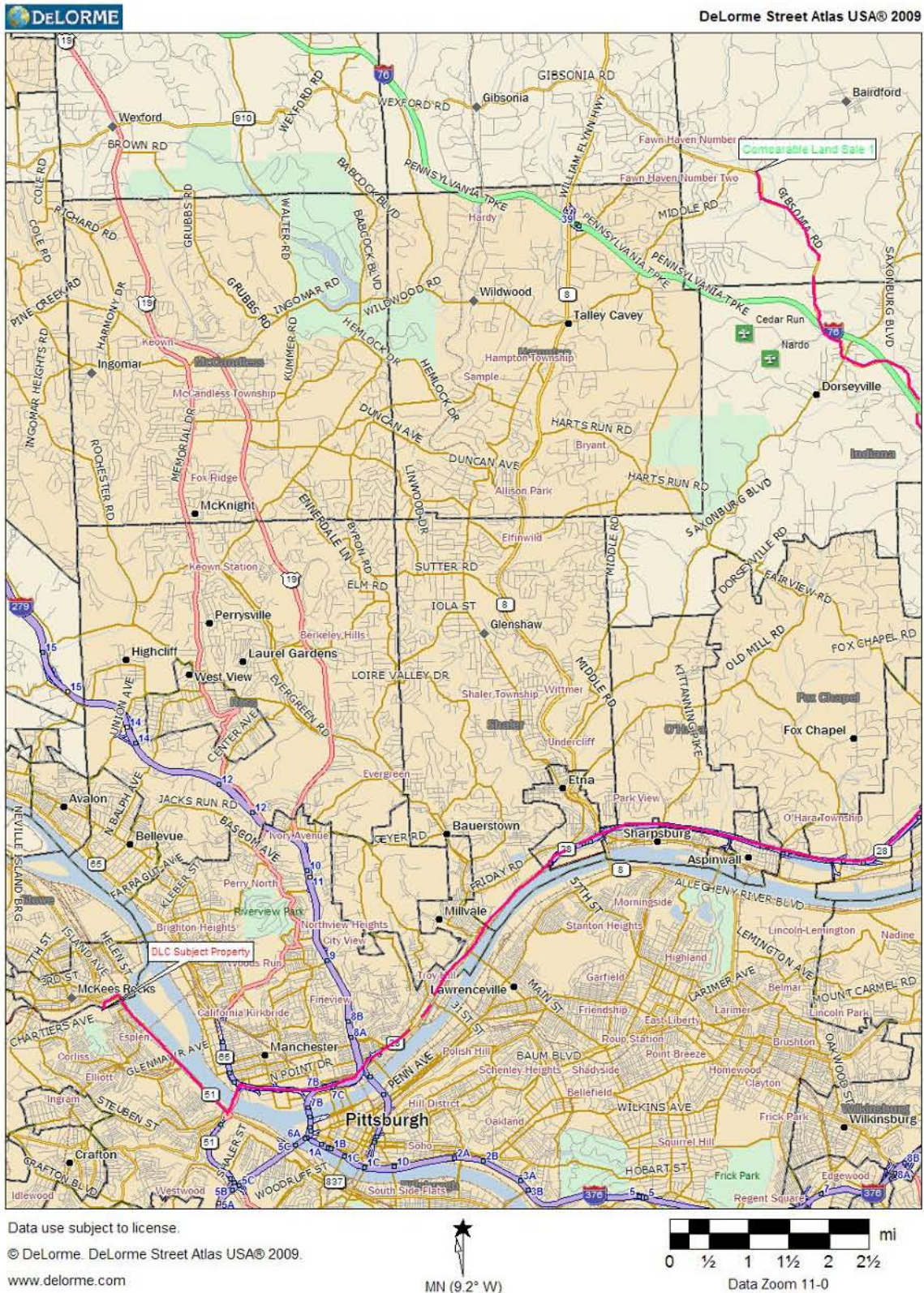


Exhibit 2

MAP SHOWING COMPARABLE LAND SALE 2 LOCATION

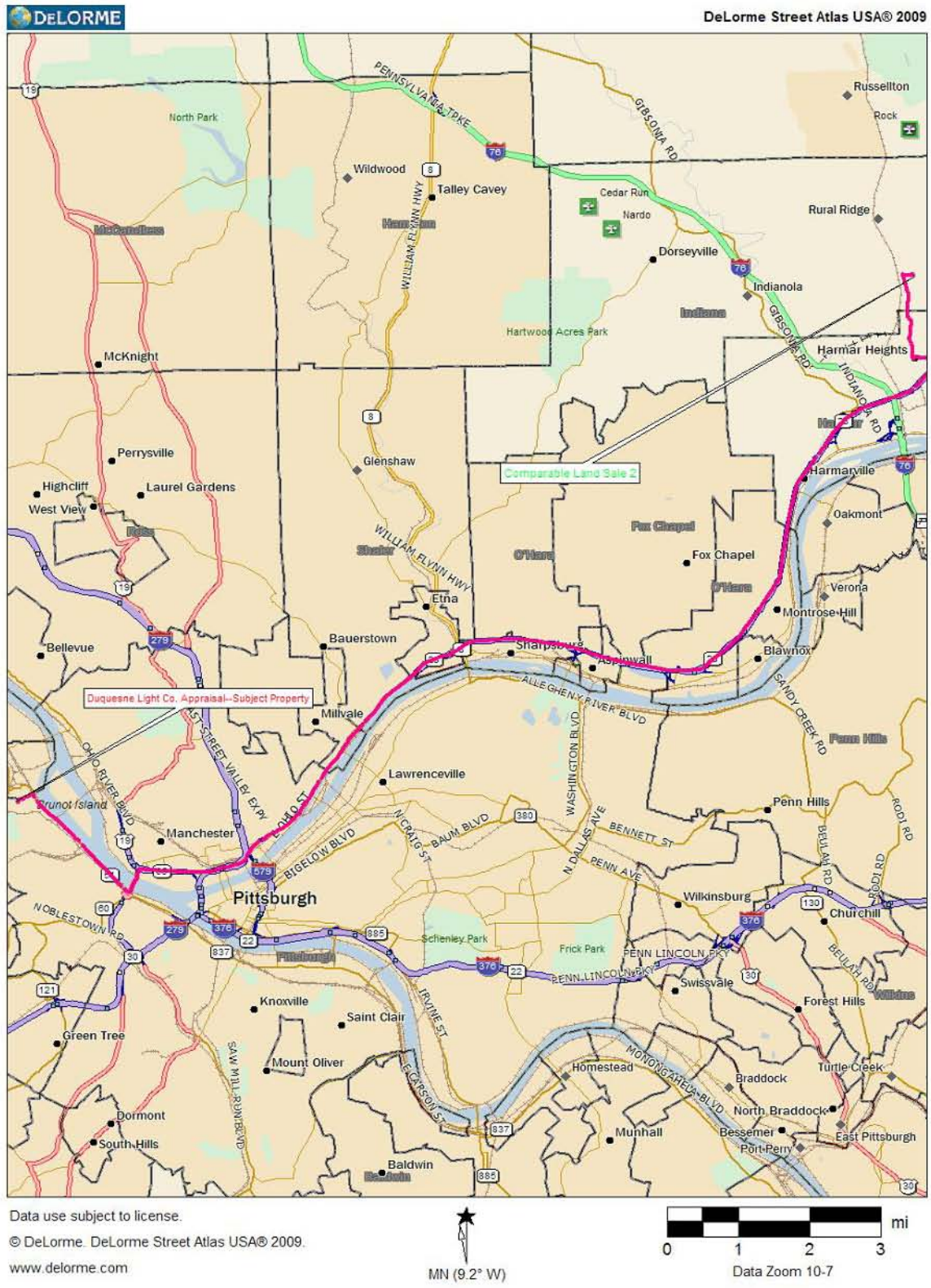
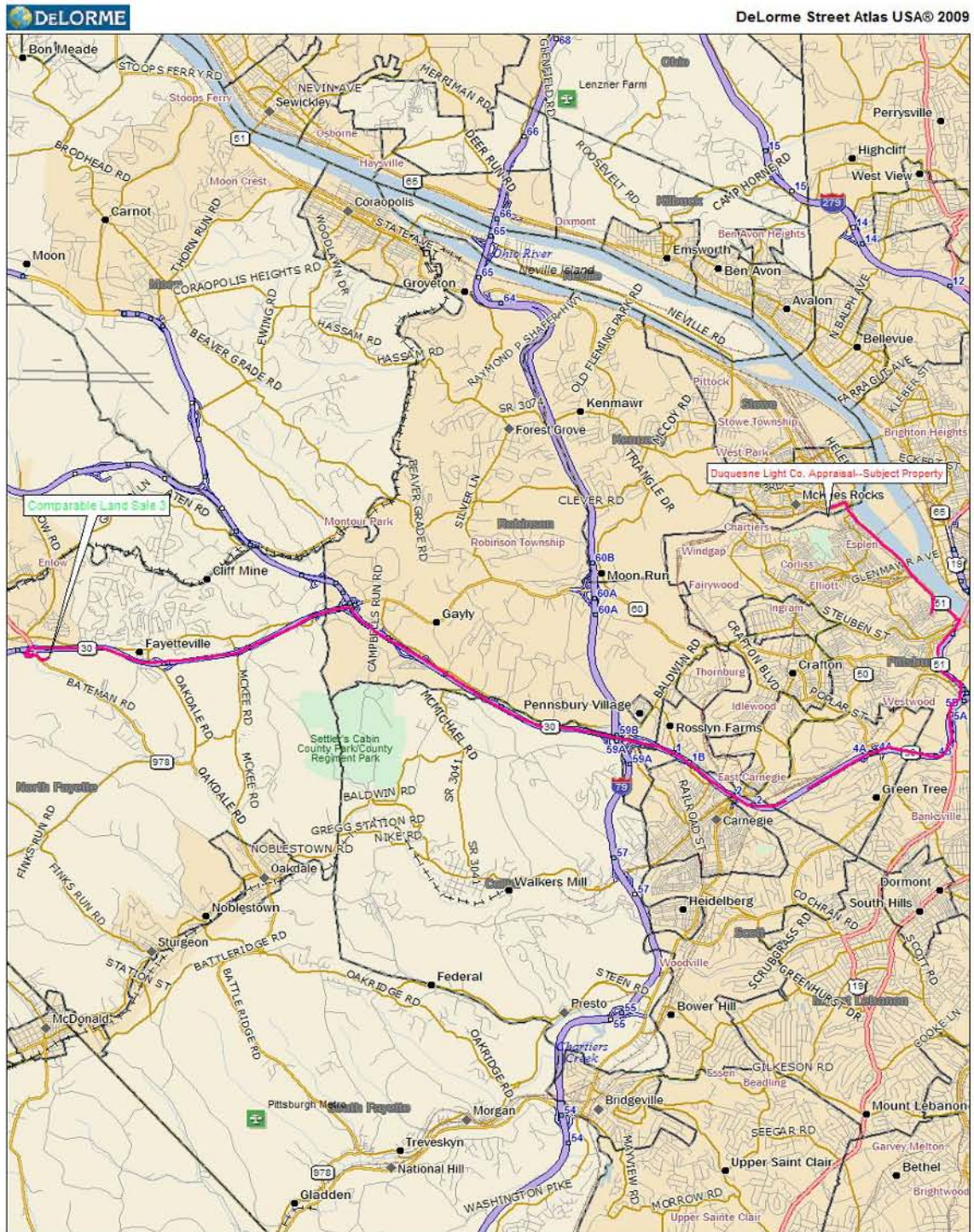
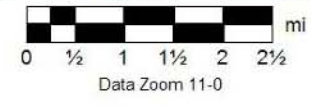


Exhibit 3

MAP SHOWING COMPARABLE LAND SALE 3 LOCATION



Data use subject to license.
© DeLorme. DeLorme Street Atlas USA® 2009.
www.delorme.com



MAP SHOWING COMPARABLE LAND SALE 4 LOCATION

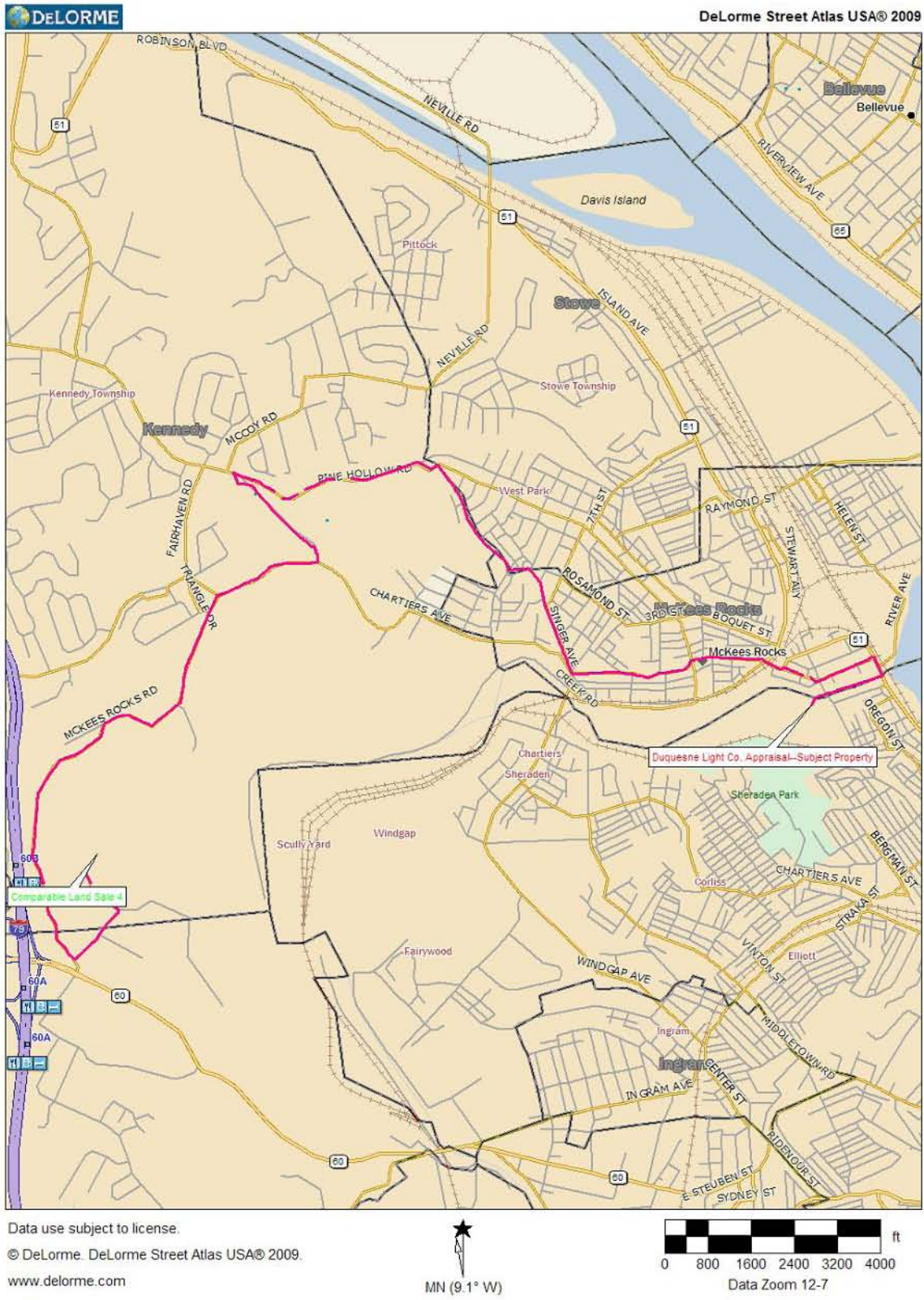


Exhibit 5

COMPARABLE PROPERTY IDENTIFICATION MAPS AND COUNTY ASSESSMENT DATA

Comparable 1



Parcel ID :	1508-S-00001-0000-00	Municipality :	952 WEST DEER
Property Address :	OAK RD GIBSONIA, PA 15044	Owner Name :	DUQUESNE LIGHT COMPANY
School District :	Deer Lakes	Neighborhood Code :	95201
Tax Code :	Taxable	Recording Date :	7/28/2011
Owner Code :	Corporation	Sale Price :	\$875,000
State Code :	Residential	Deed Book :	14645
Use Code :	VACANT LAND	Deed Page :	159
Homestead :	No	Abatement :	No
Farmstead :	No	Lot Area :	21.1652
	Prev Year Market Value :		\$52,100
Assessed Values		Market Values	
Land Value	\$52,100	Land Value	\$52,100
Building Value	\$0	Building Value	\$0
Total Value	\$52,100	Total Value	\$52,

Comparable 2



NOTE: The assessment information for the above property of L. & B. 0839-J-00010 has not yet been prepared. Shown below is the data for L.&B. 0838-G-00160, the property from which the comparable property has been split off.

Parcel ID :	0838-G-00160-0000-00	Municipality :	917 INDIANA
Property Address :	33 LITTLE DEER CREEK RD CHESWICK, PA 15024	Owner Name :	DUQUESNE LIGHT COMPANY

Alternate ID :

School District :	Fox Chapel Area	Neighborhood Code :	917c9
Tax Code :	Taxable	Recording Date :	6/03/1974
Owner Code :	Corporation	Sale Price :	\$55,800
State Code :	Commercial	Deed Book :	
Use Code :	VACANT	Deed Page :	0
	COMMERCIAL LAND	Abatement :	No
Homestead :	No	Lot Area :	129.1742 Acres
Farmstead :	No		

	Prev Year Market Value :		\$200,000
	Assessed Values	Market Values	
Land Value	\$200,000	Land Value	\$200,000
Building Value	\$0	Building Value	\$0
Total Value	\$200,000	Total Value	\$200,000

Comparable 3

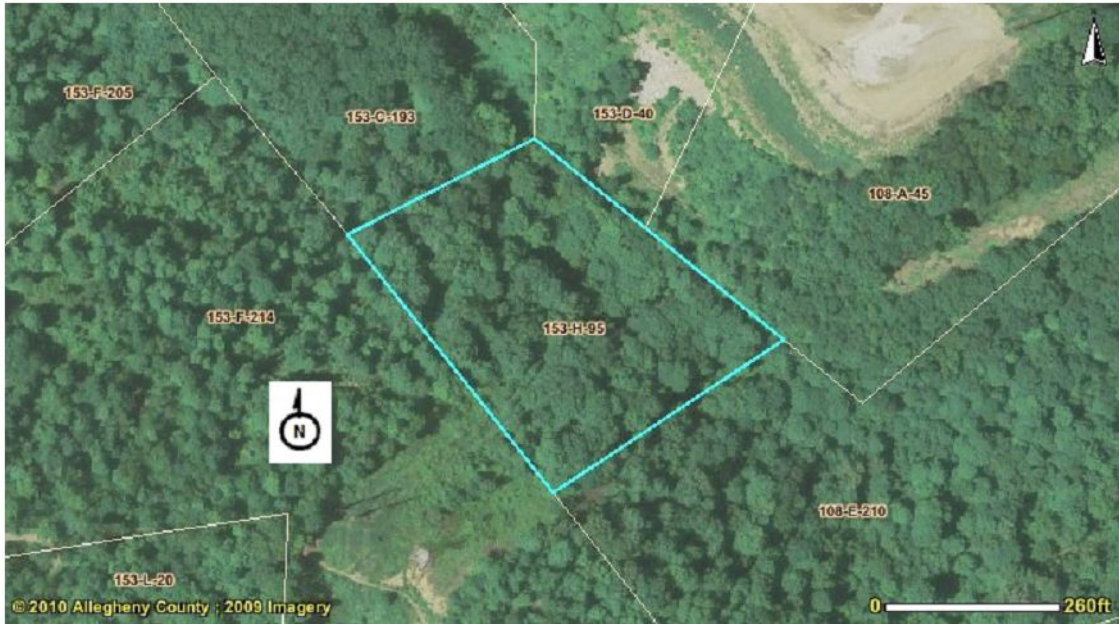


Parcel ID :	0799-M-00008-0000-00	Municipality :	929 NORTH FAYETTE
Property Address :	111 BATEMAN RD	Owner Name :	IMPERIAL CAPITAL DEVELOPMENT LLC
	OAKDALE, PA 15071		
Alternate ID :	9929-X-00071-0000-00		

School District :	West Allegheny	Neighborhood Code :	929C4
Tax Code :	Taxable	Recording Date :	12/8/2010
Owner Code :	Corporation	Sale Price :	\$150,000
State Code :	Commercial	Deed Book :	594
Use Code :	VACANT	Deed Page :	550
	COMMERCIAL LAND	Abatement :	No
Homestead :	No	Lot Area :	9.5118 Acres
Farmstead :	No		

	Prev Year Market Value :		\$1,350,000
	Assessed Values	Market Values	
Land Value	\$298,500	Land Value	\$298,500
Building Value	\$0	Building Value	\$0
Total Value	\$298,500	Total Value	\$298,500

Comparable 4



Parcel ID : 0153-H-00095-0000-00
 Property Address : CREEK RD
 MC KEES ROCKS, PA 15136

Municipality : 919 KENNEDY
 Owner Name : FRANK BRYAN INC

School District : Montour
 Tax Code : PURTA Exempt
 Owner Code : Corporation
 State Code : Utilities
 Use Code : COMMERCIAL/UTILITY
 Homestead : No
 Farmstead : No

Neighborhood Code : 919C9
 Recording Date : 5/12/2009
 Sale Price : \$50,500
 Deed Book : 13923
 Deed Page : 554
 Abatement : No
 Lot Area : 3.8190 Acres

Prev Year Market Value : \$62,400

Assessed Values		Market Values	
Land Value	\$62,400	Land Value	\$62,400
Building Value	\$0	Building Value	\$0
Total Value	\$62,400	Total Value	\$62,400

COMPARABLE FLOOD PLAN MAPS

Flood Zone Designations / Explanations

Low or Moderate Flood Risk:

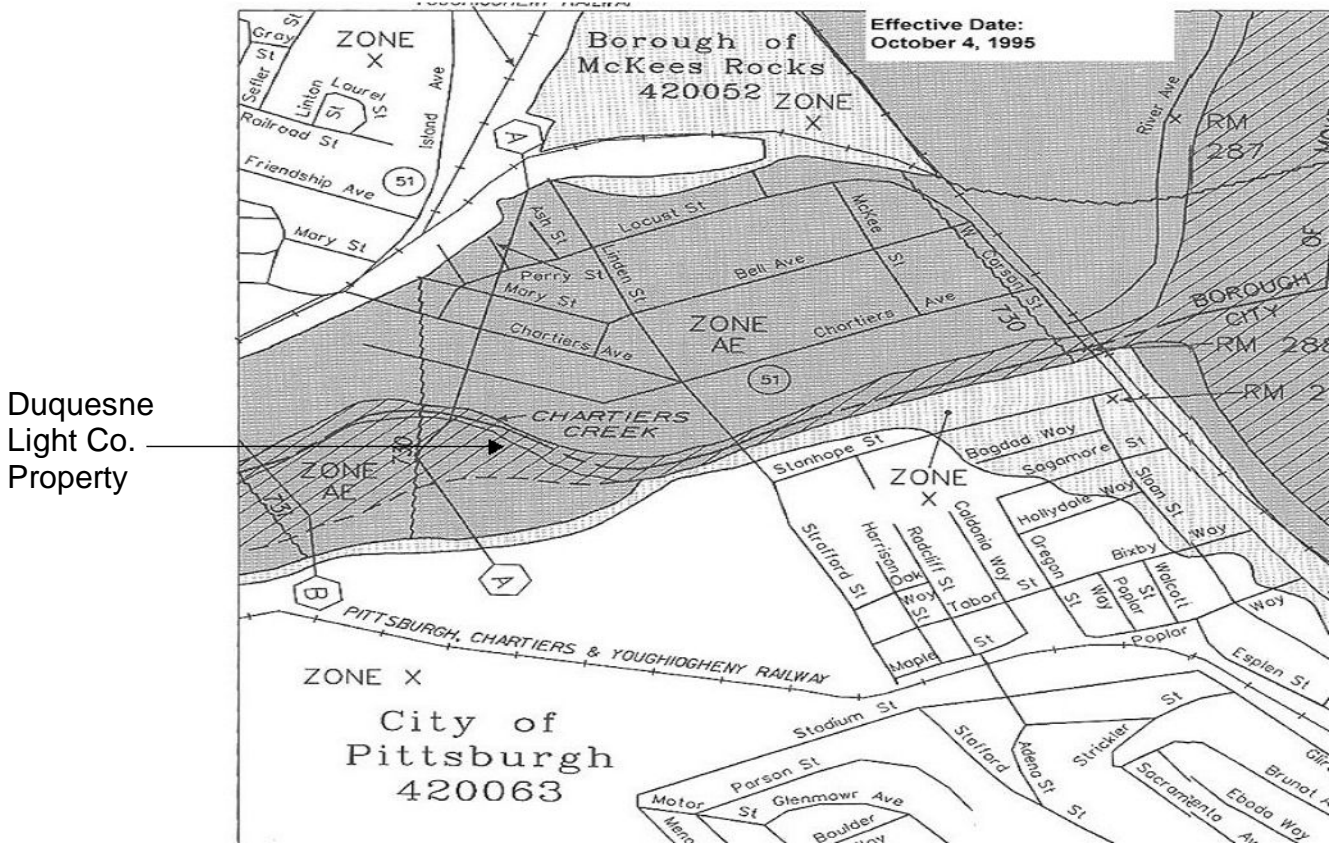
Shaded X Zone-- These properties are outside the high-risk zones. The risk is reduced but not removed.

X Zone-- These properties are in an area of overall lower risk.

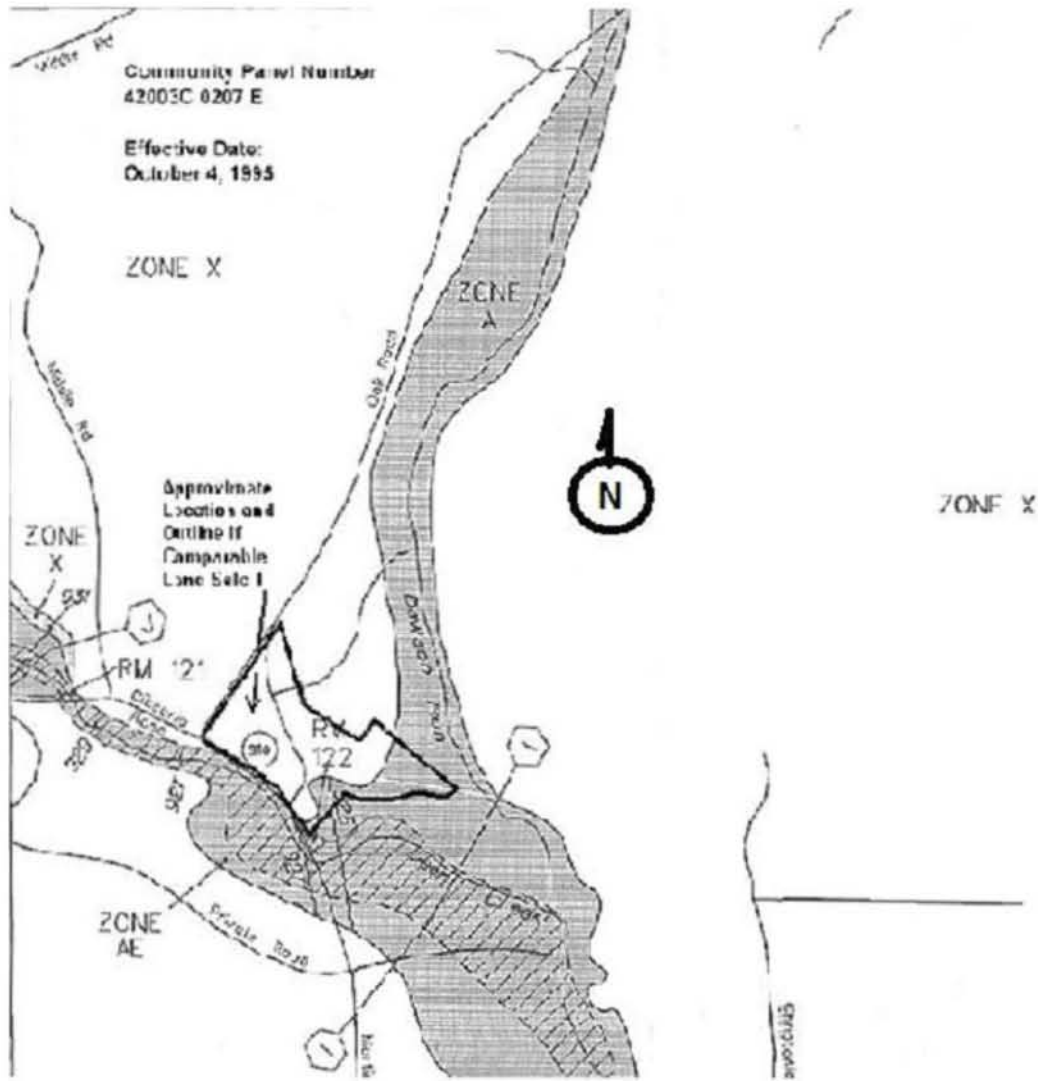
High Flood Risk:

AE, A, AH or AO Zone-- These properties have a 1 percent chance of flooding in any year—and a 26 percent chance of flooding over the life of a 30-year mortgage.

Duquesne Light Co. Property



Comparable 1



Comparable 2

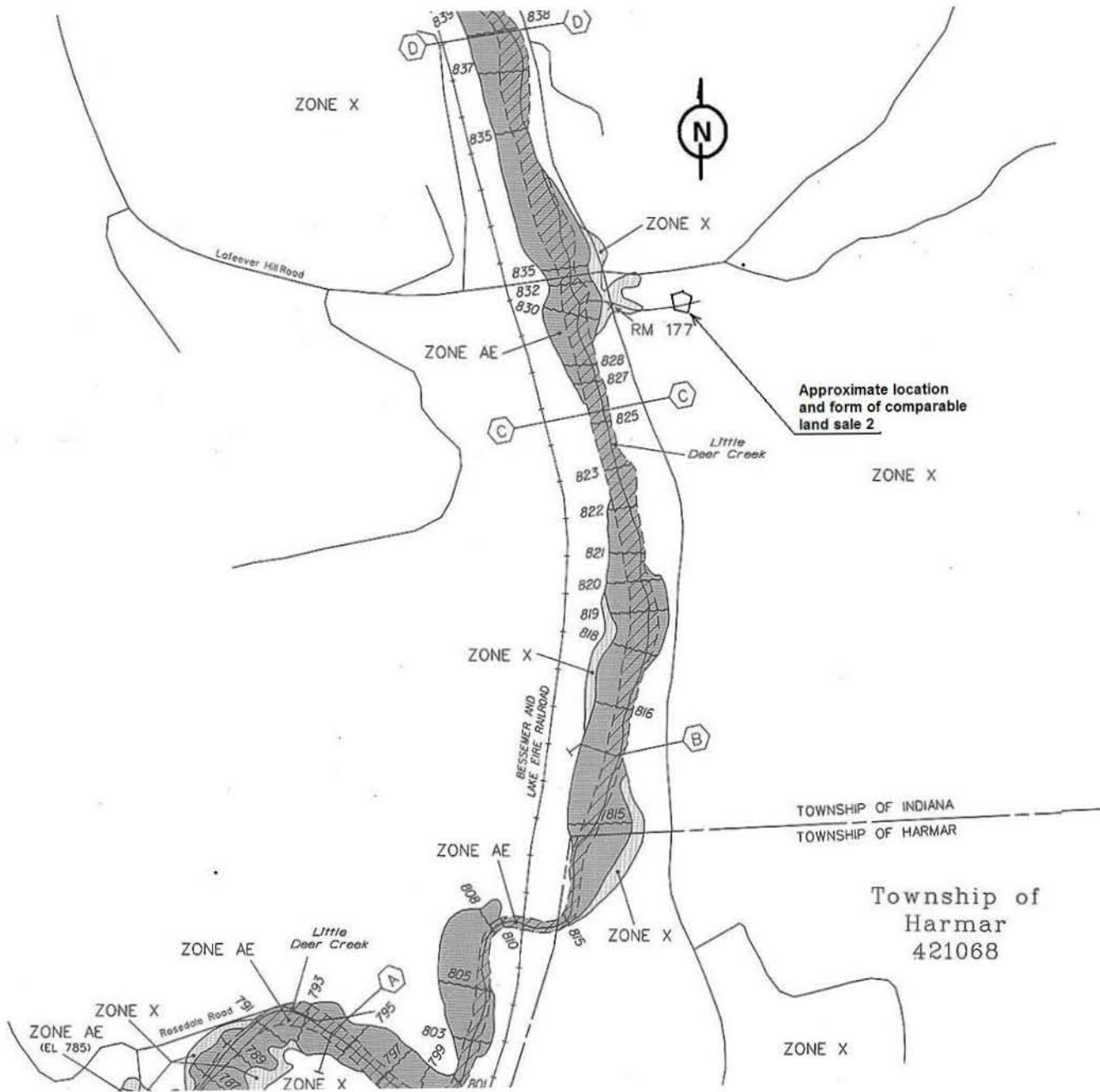


Exhibit 12

Comparable 3

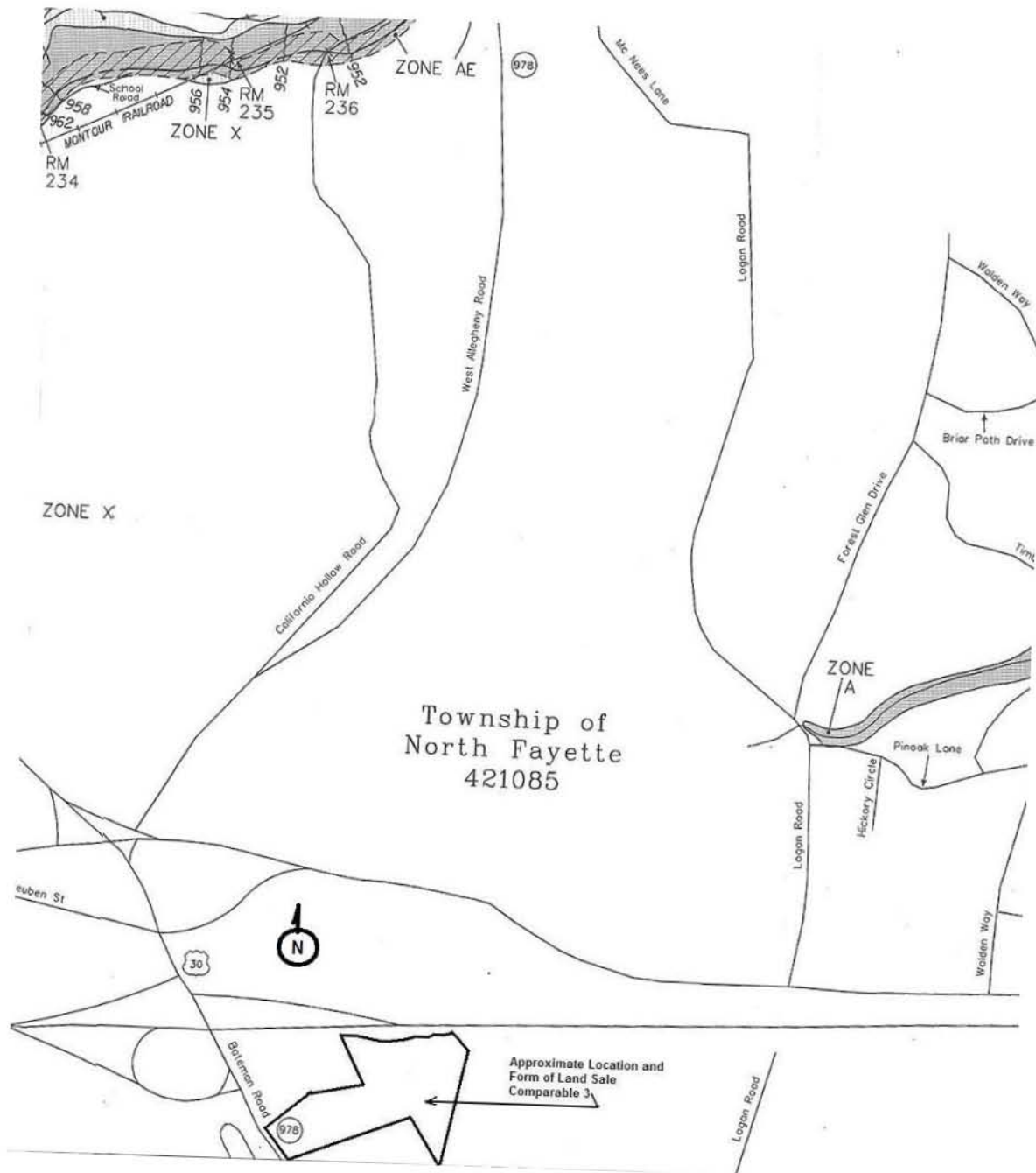
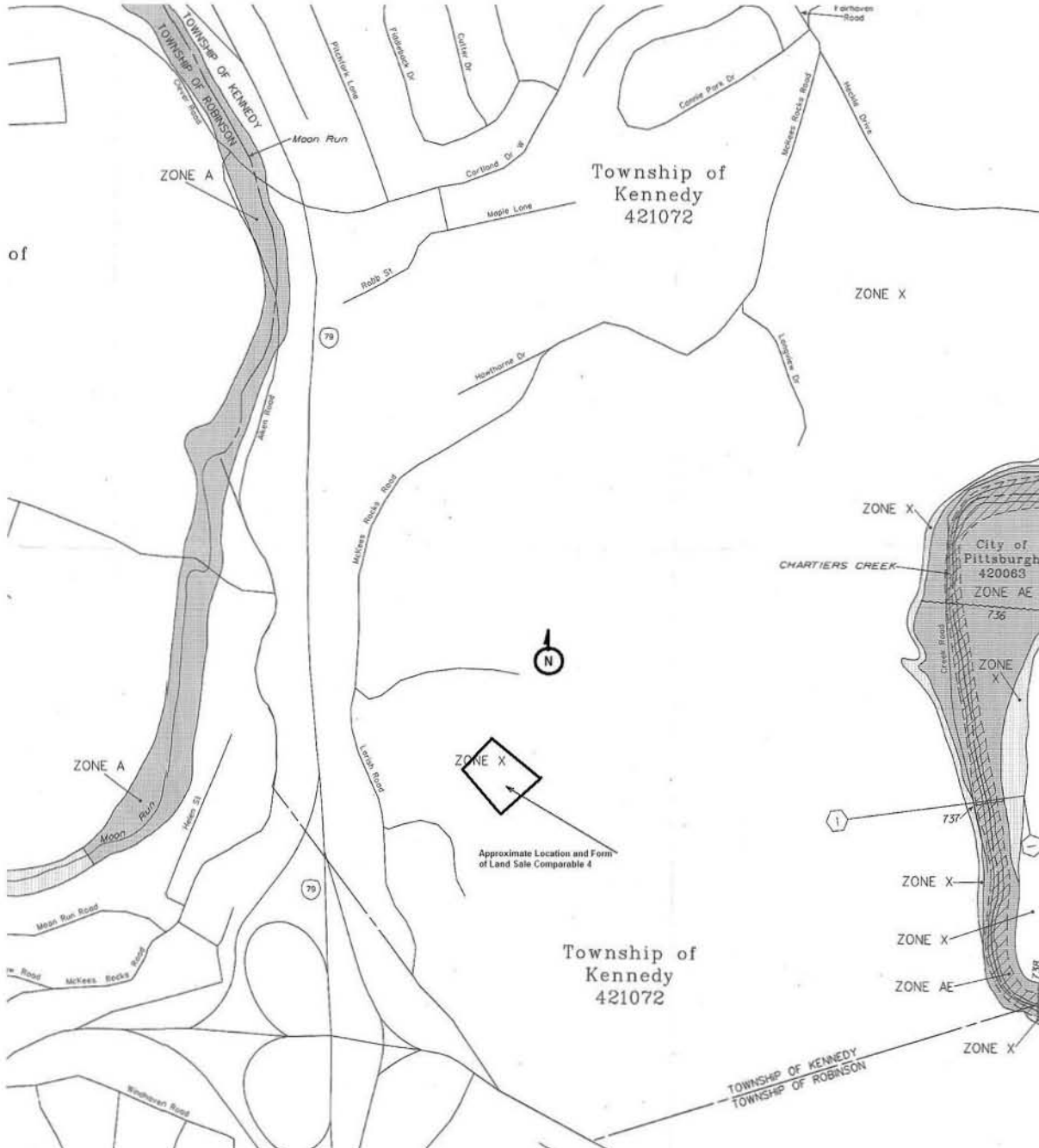


Exhibit 13

Comparable 4



SUBJECT PROPERTY MAP FROM SURVEY—TRACT 102

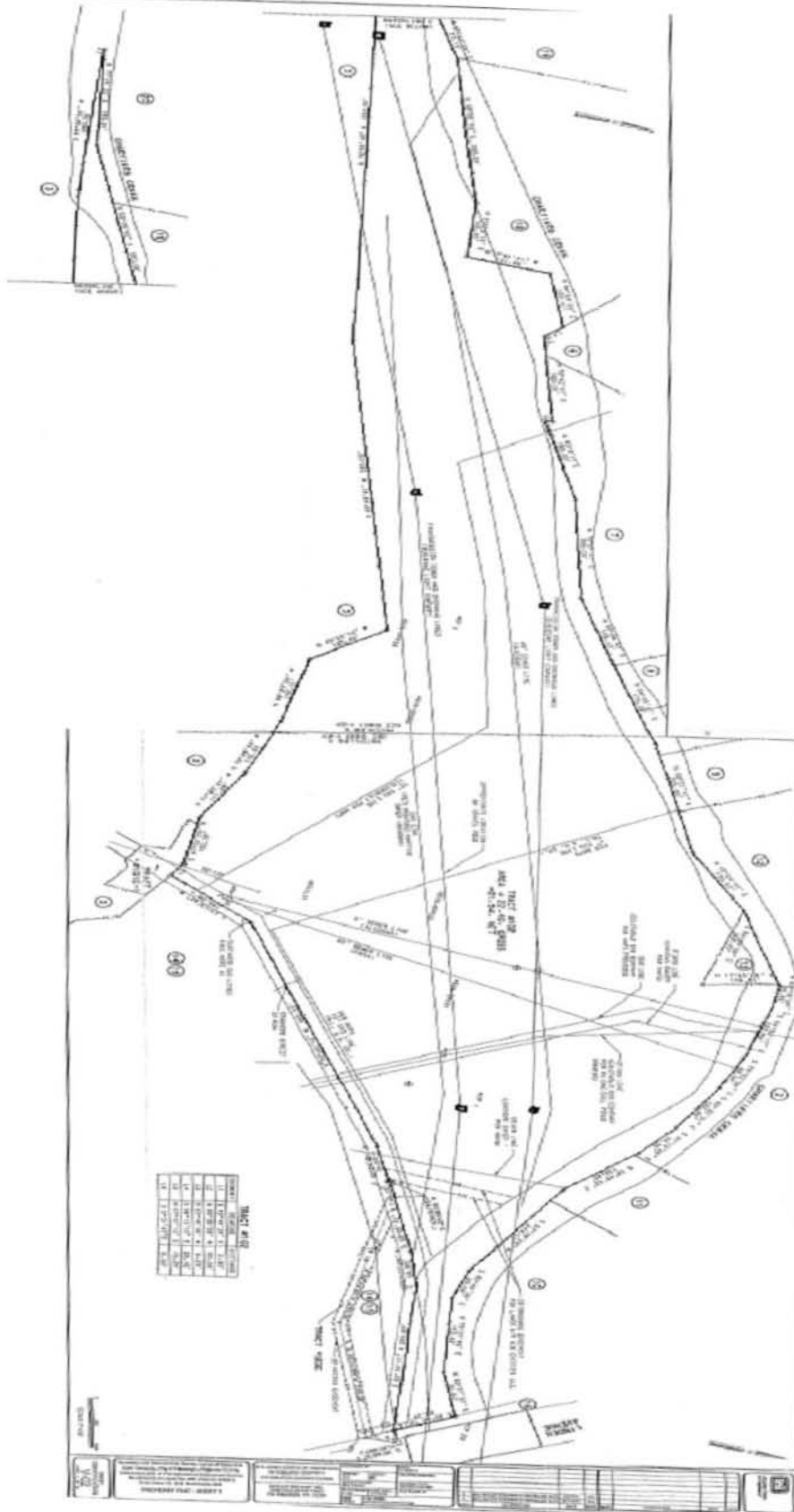
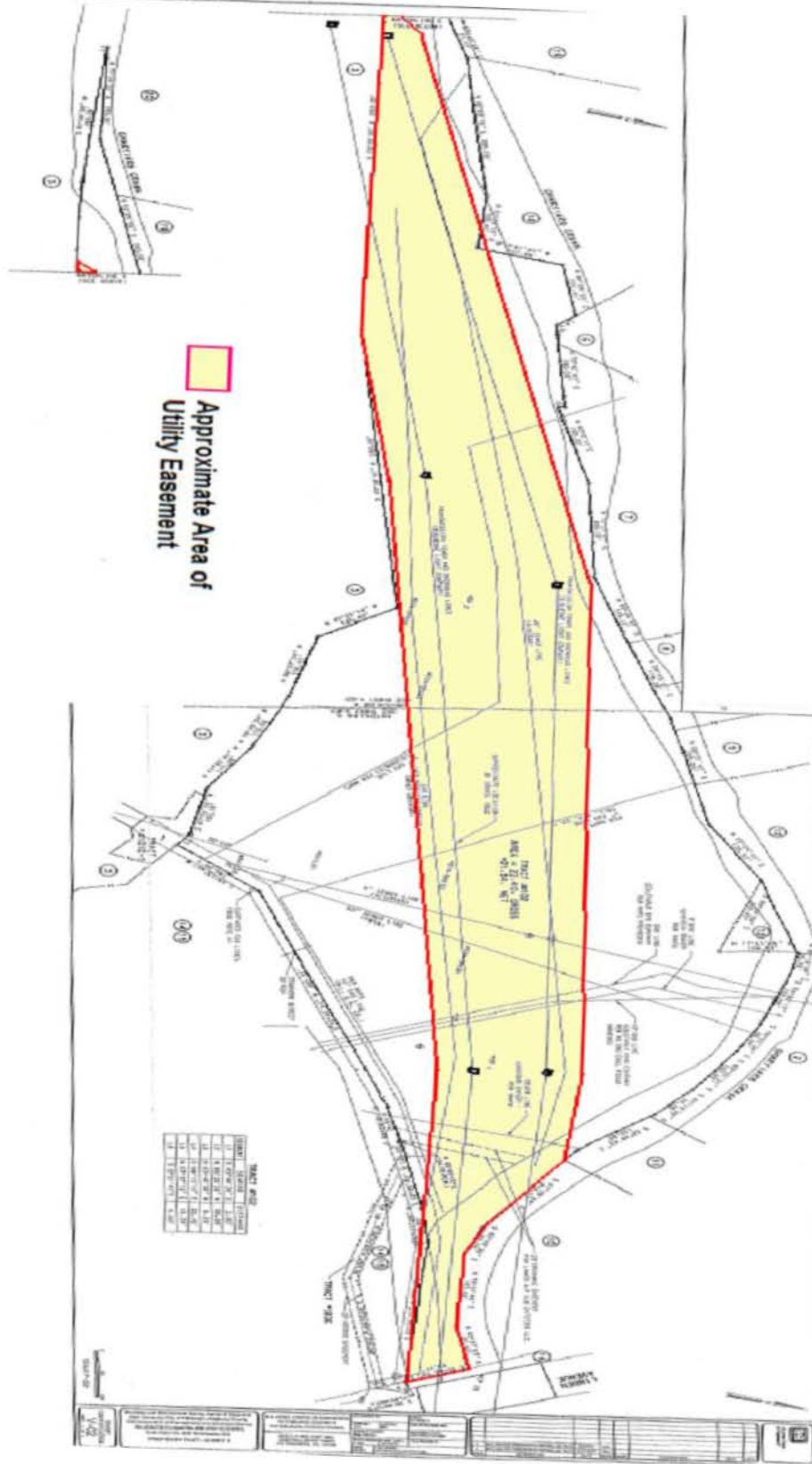


Exhibit 15

SUBJECT PROPERTY MAP FROM SURVEY—TRACT 102
 (ALTERED TO SHOW APPROXIMATION OF UTILITY EASEMENT AREA)



LEGAL DESCRIPTIONS OF ESTATES DESCRIBED IN THE REPORT

FEE

The fee simple title to (the land described in Schedule A) (Tract No. 102), subject however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

UTILITY AND/OR PIPELINE EASEMENT

A perpetual and assignable easement and right-of-way in, on, over and across (the land described in Schedule A) (Tract No. 102), for the location, construction, operation, maintenance, alteration; repair and patrol of (overhead) (underground) (specifically name type of utility or pipeline); together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

ENVIRONMENTAL ANALYSIS

The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. The appraiser assumes no responsibility for such conditions or for arranging for engineering studies that may be required to discover them.

The appraiser assumes that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.

Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test such substances or conditions. If the presence of such substances such as asbestos, urea formaldehyde foam insulation or other hazardous substances or environmental conditions, may affect the value of the property, the value estimated is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions or for any expertise or engineering knowledge required to discover them. The appraiser is not trained to assess the impact of any adverse effects of electromagnetic radiation from overhead electrical transmission lines.

QUALIFICATIONS OF APPRAISER (2011)

Name: Tim Meals

Firm Name: Keystone Acquisition Services Corp.

Business Address:

3200 McKnight East Drive
Suite 3204
Pittsburgh, PA 15228
(412) 364-8612
Fax: (412) 364-8613

College Education:

BS, Pennsylvania State University, 1983. Dual Major: Business Administration / German

Professional and Technical Education:

Courses:

- Condemnation Appraising
- Legal/Engineering Principles of Real Estate Acquisition
- Introduction to Appraisal Methods
- Interpersonal Relations
- Bargaining Negotiations
- Penna. Real Estate Fundamentals
- Penna. Real Estate Practice
- Appraisal Review in Condemnation
- Penna. Real Estate Practices--Ethics
- Easement Valuation
- Standards of Professional Appraisal Practice
- FHWA Appraising and Appraisal Review
- Basic Income Capitalization
- Residential Case Study
- Advanced Income Capitalization
- Shale Gas Appraising
- Standards of Professional Practice, Parts I and II, Appraisal Institute, 2000, 2005

Employment History: Retired Staff Appraiser, Pennsylvania Department of Transportation

Experience includes 24 years of appraisal of commercial, industrial, special purpose, and residential properties, including easement interests, coal and coal royalties, machinery and equipment, outdoor advertising devices, and all forms of improved and unimproved real estate for the purposes of acquisition under the Pennsylvania Eminent Domain Code.

Addendum 3

DISPLAY THIS CERTIFICATE PROMINENTLY • NOTIFY AGENCY WITHIN 10 DAYS OF ANY CHANGE

Commonwealth of Pennsylvania
Department of State
Bureau of Professional and Occupational Affairs
 PO Box 2649 Harrisburg PA 17105-2649

Certificate Type
Certified General Appraiser

TIMOTHY MEALS
 3250 WALTHAM AVENUE
 Pittsburgh PA 15216

Katie True
 Commissioner of Professional and Occupational Affairs



Certificate Number
GA001851

10 0621573

Certificate Status
Active

Initial Certification Date
01/25/2005

Expiration Date
06/30/2013

Timothy J. Meals
 Signature

ALTERATION OF THIS DOCUMENT IS A CRIMINAL OFFENSE UNDER 18 PA.C.S. §. 4911

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Real Estate Sales Agreement between :
Duquesne Light Company and Allegheny : **Docket No. U-2015-2494987**
County Sanitary Authority, Allegheny :
County, PA :

VERIFICATION

I, Lesley C. Gannon, Senior Counsel – Commercial, hereby state that the facts above set forth in Response Nos. 1 and 2 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 falsification to authorities).

Date: October 27, 2015



Lesley C. Gannon