

PRIVATE PROPERTY PRIMARY  
RIGHT OF WAY AGREEMENT

The undersigned Grantor, North Versailles Township, does hereby grant unto Duquesne Light Company (Duquesne), its successors and assigns, for providing, transmitting and/or distributing electric and/or communications services for any and all purposes, the right, privilege and authority to erect, install, use, operate, maintain, repair, renew and finally remove (a) an overhead system, consisting of two poles, #328215 and #365309, together with crossarms, cables, wires, antennas and other fixtures and apparatus thereto belonging; (b) an underground system consisting of cables, wires, conduit, transformer and other fixtures and apparatus thereto belonging, upon, over, under, along, across and through Grantor's land, fronting on Greensburg Avenue, situate in North Versailles Township, Allegheny County, Pennsylvania; together with the right to occupy and use as part of the underground system the conduit and transformer pad provided by Grantor; to trim or to remove any trees, shrubbery, roots or obstructions which at any time may interfere or threaten to interfere with the erection, installation, use, operation, maintenance, repair, renewal or final removal of the systems; to enter upon the land at any time for such purposes; and to sublet or assign Duquesne's interest, in whole or in part, without the prior consent of Grantor. The systems shall be in accordance with and substantially at the location shown on Duquesne's Drawing No. 300460-T1, a copy of which has been given to Grantor.

The responsibility for the installation and construction of the underground system shall be as detailed and defined on the herein referred drawing and/or related drawings. The conduit and transformer pad required as part of the underground system shall be installed, owned, maintained, renewed and finally removed by Grantor herein, its successors and assigns.

Duquesne shall not be liable for damage to walks, driveways, roads, curbs, lawns or shrubs in the non-negligent exercise of the rights herein granted.

Utility shall file a copy of this Agreement with the Pennsylvania Public Utility Commission as required by Title 66, Section 507 of the Public Utility Code, and this Agreement shall become effective in accordance therewith.

IN WITNESS whereof and intending to be legally bound hereby, the Grantor has executed this Agreement this 17th day of July, 2009.

Grantor:

NORTH VERSAILLES TOWNSHIP

ATTEST:

[Signature]  
Secretary

By: [Signature]  
Kash Snyder, President

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF Allegheny )

On this 17th day of July, 2009, before me, the undersigned officer, a Notary Public in and for the Commonwealth and County, personally appeared Kash Snyder, President of the Board of Commissioners of North Versailles Township, and as such President, being authorized to do so, executed the foregoing Agreement for the purposes therein contained.

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

[Signature]  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Amy K. Grimes, Notary Public  
North Versailles Twp., Allegheny County  
My Commission Expires Dec. 4, 2012  
Member, Pennsylvania Association of Notaries