



Duquesne Light

Our Energy...Your Power

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Lesley C. Gannon, Esq.

November 15, 2011

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Ms. Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17120

Re: Municipal Contract filed under Regulation 3.101
Right of Way Agreement between Duquesne Light Company and the City of
McKeesport relating to property owned by and situate in the City of
McKeesport, Allegheny County

Dear Secretary Chiavetta:

In accordance with the Pennsylvania Public Utility Code and Commission Regulations, I have enclosed one copy of the executed Right of Way Agreement between Duquesne Light Company and the City of McKeesport, Allegheny County, Pennsylvania, in which the City of McKeesport granted to Duquesne Light Company a right of way on property owned by and situate in the City of McKeesport, Allegheny County.

This Agreement was filed electronically on November 15, 2011 and the notice of successful transmission is enclosed herewith as the first page of the Agreement. Should you have any questions regarding the enclosed filing or Agreement, please feel free to call.

Sincerely,

Lesley C. Gannon, Esq.
Legal Services

cc: Joann Noble, Esq.

PPP.rev 1/08
336857

DUQUESNE LIGHT CO. COPY

PRIVATE PROPERTY PRIMARY
RIGHT OF WAY AGREEMENT

CITY CLERK'S OFFICE
RECEIVED

NOV - 4 2011

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The undersigned Grantor, City of McKeesport, a Pennsylvania municipal corporation, a corporation or body politic, 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 poles, together with crossarms, cables, wires, anchors, antennas and other fixtures and apparatus thereto belonging; and (b) an underground system consisting of cables, wires, transformer and other fixtures and apparatus thereto belonging, upon, over, under, along, across and through Grantor's land, fronting on Walker Avenue, situate in the 12th Ward, City of McKeesport, Allegheny County, Pennsylvania (having Tax I.D. 462-J-300), which tract of land Potter Title and Trust Company, a Pennsylvania corporation, Guardian of Henry S. Newlin, Jr. and Helen Louise Newlin, minors, by deed dated May 29, 1931, recorded in the Office of the Allegheny County Department of Real Estate in Deed Book Volume 2440, Page 616; Henry S. Newlin, Sr. and Ann W. Newlin, his wife, by deed dated June 18, 1931, recorded in the Office of the Allegheny County Department of Real Estate in Deed Book Volume 2440, Page 619; and Thomas G. Tyson and Agnes M. Tyson, his wife, by deed dated September 19, 1947, recorded in the Office of the Allegheny County Department of Real Estate in Deed Book Volume 2973, Page 454, conveyed to the Grantor herein; together with the right to occupy and use as part of the underground system the conduit, transformer pad provided by Duquesne; 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. 336857 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 required as part of the underground system shall be installed, owned, maintained, renewed and finally removed by Grantor, 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 7th day of November, 2011.

CITY OF MCKEESPORT

ATTEST:

Patricia Williams
Secretary

BY: Regis T. McLaughlin
Mayor

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this 7th day of November, 2011, before me, the undersigned officer, a Notary Public in and for the Commonwealth and County, personally appeared Regis T. McLaughlin, Mayor of the City of McKeesport, a Pennsylvania municipal corporation, a corporation or body politic, and as such Mayor, 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.

Johanna Marie Bell
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Johanna Marie Bell, Notary Public
City of McKeesport, Allegheny County
My Commission Expires March 21, 2012
Member, Pennsylvania Association of Notaries