



Law Department  
411 Seventh Avenue (16-1)  
Pittsburgh, PA 15219

Tel 412-393-1518  
Fax 412-393-1418  
[lgannon@duqlight.com](mailto:lgannon@duqlight.com)

Lesley C. Gannon, Esq.

February 5, 2015

**VIA ELECTRONIC FILING**

Ms. Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120

Re: Municipal Contract filed under Regulation 3.101  
Agreement of Sale (Fee Simple) between Duquesne Light Company and  
the County of Allegheny relating to property owned by Duquesne Light  
Company and situate in the County of Allegheny, Pennsylvania

Dear Secretary Chiavetta:

In accordance with the Pennsylvania Public Utility Code and Commission Regulations, I have attached one copy of the executed Agreement of Sale (Fee Simple) between Duquesne Light Company and the County of Allegheny, Pennsylvania, in which the Duquesne Light Company sold to the County of Allegheny property owned by it and situate in the County of Allegheny, Pennsylvania.

Should you have any questions regarding the enclosed filing or Agreement, please feel free to call.

Sincerely,



Lesley C. Gannon

c: Robert H. Hoaglund, Esq.

FEDERAL PROJECT NO.	LICE-X111-548
PROJECT NAME/ROUTE	Homeville Viaduct
COUNTY	Allegheny
MUNICIPALITY	West Mifflin Boro
PARCEL NO.	5
CLAIM NO.	0201342000
CLAIMANT	Duquesne Light Company

## AGREEMENT OF SALE

(Fee Simple)

Made on September 30, 2014 by Duquesne Light Company, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania owner(s) of property affected by the construction or improvement of the above mentioned State Route, its heirs, executors, administrators, successors and/or assigns, hereinafter, whether singular or plural, called the SELLER, and Allegheny County, a political subdivision of the Commonwealth of Pennsylvania hereinafter called the PURCHASER,

### WITNESSETH:

WHEREAS the PURCHASER recorded a plan in the Recorder of Deeds Office of the aforesaid County indicating its authorization to condemn property for the above highway project from the aforesaid property; and

WHEREAS the parties hereto have agreed that, in lieu of condemnation, the SELLER will convey in fee simple and such other lesser estate(s) as designated, if any, to the PURCHASER the property or portion thereof required by the PURCHASER.

NOW, THEREFORE, in consideration of the sum of One Thousand Fifty and no Hundredths (\$1,050.00) Dollars and other good and valuable consideration, the SELLER hereby agrees to sell and convey to the PURCHASER and the PURCHASER agrees to purchase

in fee simple the premises described by metes and bounds in Exhibit "A"  
 in fee simple that portion of the aforesaid property designated as required right-of-way or as acquired in fee simple for other purposes on the plot plan attached hereto and made a part hereof; and those areas, if any, designated as required for easement purposes as identified by the plot plan and set forth below.

BEING all or a portion of the same property conveyed or devised to the SELLER by deed of Carnegie Illinois Steel Corporation, a corporation or body politic organized and existing under the laws of the State of New Jersey dated May 15, 1950, recorded in Deed Book 3076 Page 709 on May 17, 1950. This conveyance contains .057 acre for required right-of-way and .042 acre for drainage easement and is identified on PURCHASER plans as Parcel 5 and in Allegheny County as a portion of Tax Parcel 0240-C-00092-0000-02, together with the improvements, hereditaments and appurtenances thereto, except those which may be agreed below to be retained by the SELLER, free and clear of all liens, charges, delinquent taxes and assessments, and of all leases, agreements and other encumbrances which the SELLER has the right to terminate or remove. The SELLER will assign to the PURCHASER all of the SELLER'S right, title and interest in those leases, agreements, and other encumbrances which cannot be terminated or removed. The SELLER will warrant SPECIALLY the property interest to be conveyed.

Reserving, however, to the SELLER the right to deep mine minerals and remove gas and oil within the areas hereunder acquired from a minimum depth to be determined by the PURCHASER, from mine shafts or by means of wells located off the right-of-way.

Reserving further an aerial easement above the entirety of the property for SELLER'S electrical infrastructure as now or may in the future exist, including by way of example and not limitation, high-voltage transmission lines, communication lines and conductors. SELLER shall ensure that no use shall be made of the aerial easement which shall (1) interfere with PURCHASER'S right to enter upon the land for the purposes of inspection, maintenance,

LPS - 9 (2/13) 0201342000  
Claim Number

Duquesne Light Company  
Claimant

9/30/14 Page 2 of 4  
Date

repair, construction, reconstruction, or alteration of the structure or other appurtenances contemplated by said highway project; (2) endanger the structure of the highway, bridge or any improvements thereon, or (3) endanger the health, safety or welfare of the traveling public. PURCHASER shall not object to the placement or movement of existing or new transmission facilities, including without limitation, high-voltage transmission lines and conductors, fiber or other electrical facilities above the property subject, however, to PURCHASER'S right to access, enter upon, inspect, maintain, repair, construct or reconstruct the improvements contemplated by the said highway project and, provided further that no placement or movement of existing or new transmission facilities shall endanger the structure of the highway, bridge or any improvements thereon or adversely affect the health, safety or welfare of the traveling public. PURCHASER represents and warrants that all activities taking place within said easement shall adhere to OSHA safety standards and the National Electrical Safety Code provisions in effect now or in the future. PURCHASER agrees to have its contractors hold SELLER harmless from any and all liability and damages arising from violation of such safety standards and provisions and shall ensure that any contractors engaged by PURCHASER and performing work for PURCHASER within said easement indemnify SELLER against liability for damages resulting from such contractors' violation of such safety standards and provisions.

All expenses of examination of the title and of preparation and recording of the deed shall be paid by the PURCHASER. Payment of the purchase price shall be made within ninety (90) days of the date of this agreement.

Loss or damage to the property by fire or other casualty shall be at the risk of the SELLER until possession of the property has been delivered to the PURCHASER. The SELLER may continue to insure the property after possession has been delivered until title has passed to the PURCHASER under this agreement, any insurance policy(ies) on such building(s) shall be amended to provide for payment thereunder (by means of a standard mortgage clause) to the PURCHASER of the amount paid to the SELLER under this agreement.

The SELLER is assured that the PURCHASER will not require vacation of the property for at least ninety (90) days from the execution of this agreement.

The SELLER will receive a NOTICE TO VACATE at least thirty (30) days before possession will be required by the PURCHASER.

SELLER may remain in possession, on a rent free basis, until N/A after which date SELLER will pay rental to the PURCHASER in the sum of \$0.00 per month, in advance, beginning N/A, on a month-to-month basis until possession has been delivered. It is understood and agreed that the SELLER may relocate at their convenience prior to this date. From and after the execution of this instrument, the PURCHASER, its agents and contractors, shall have the right to enter upon the premises to be conveyed for making studies, tests, soundings, and appraisals. The SELLER agrees to execute a Lease Agreement. Upon the expiration of one year, the amount of rental may be changed at the discretion of the PURCHASER.

PURCHASER'S purchase of the property is on an "AS IS" basis. PURCHASER acknowledges that PURCHASER or PURCHASER's agent has inspected the property, and that it is being purchased solely in reliance upon such inspection, and that there have been no representations or warranties, express or implied, with respect to the property made by SELLER. Prior to closing, PURCHASER or PURCHASER's agent shall be permitted to enter the property and inspect the same.

The SELLER does further remise, release, quitclaim and forever discharge the PURCHASER or any agency or political subdivision thereof or its or their employees or representatives of and from all suits, damages, claims and demands which the SELLER might otherwise have been entitled to assert under the provisions of the Eminent Domain Code, 26 Pa.C.S. § 101 et seq., for or on account of this conveyance and any injury to or destruction of the aforesaid property of the SELLER through or by reason of the aforesaid highway construction or improvement, except damages, if any, under Section 710 (Limited Reimbursement of Appraisal, Attorney and Engineering Fees) and Section 711 (Payment on Account of Increased Mortgage Costs) of the Eminent Domain Code; provided, however, that if relocation of a residence or business or farm operation is involved, this release shall likewise not apply to damages, if any, under Section 902 (Moving Expenses) and/or Section 903 and/or 904 (Replacement Housing) of the Eminent Domain Code.

The SELLER does further indemnify the PURCHASER against any claim made by any lessee of the aforesaid property who has not entered into a Settlement Agreement with the PURCHASER.

The Parties have executed or caused to be executed these presents, intending to be legally bound thereby.

INDIVIDUALS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ENTITIES\*  
SELLER:

Duquesne Light Company  
(Name of Entity)

BY:   
James Popielec; Director, Operations Services

BY: \_\_\_\_\_

\* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity.

PURCHASER  
ALLEGHENY COUNTY

By:   
William D. McKain  
County Manager

Department of Public Works

  
Stephen G. Shanley, P.E., Interim Director

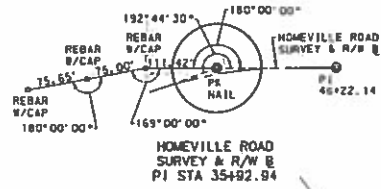
Approved as to Form:

  
Andrew F. Szefi, County Solicitor  
  
Assistant County Solicitor

Agreement between Allegheny County and Duquesne Light Company, pursuant to County Council authorization by Ordinance No. 25-13-OR enacted December 3, 2013 and approved by County Manager on May 23, 2014, Executive Action No. EA 5926 - 14.

*Handwritten note:* 2014 9.26.14

BM ELEV = 943.34  
 HOMEVILLE RD SURVEY & R/W BASELINE  
 20' LT STA 34+41  
 SPIKE NAIL IN POLE #339019



**DRAINAGE EASEMENT.** AN EASEMENT FOR THE CONSTRUCTION, INSPECTION, MAINTENANCE, REPAIR, RECONSTRUCTION AND (ALTERATION OF) HIGHWAY DRAINAGE FACILITIES. THE EASEMENT SHALL NOT PREVENT THE PROPERTY OWNER FROM MAKING ANY LEGAL USE OF THE AREA WITHIN THE LIMITS OF THE EASEMENT TO THE NECESSARY FLOW OF WATER. HOWEVER, NO STRUCTURE OF ANY KIND MAY BE ERRECTED IN THE AREA, NOR MAY ANY PIPE OR DITCH BE CONNECTED TO THE DEPARTMENT'S PIPE OR DITCH WITHOUT ADVANCED WRITTEN APPROVAL BY THE ALLEGHENY COUNTY DEPARTMENT OF PUBLIC WORKS.

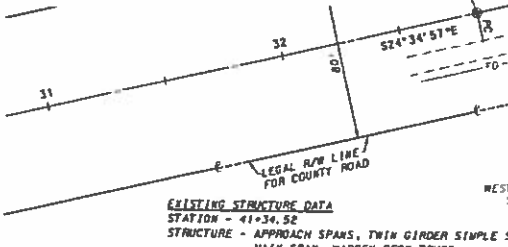
**LEGAL RIGHT-OF-WAY FOR COUNTY ROAD CONVERTED TO AERIAL EASEMENT.** PROPERTY IN WHICH THE COUNTY INTENDS TO VACATE ITS EXISTING SURFACE EASEMENT FOR HIGHWAY PURPOSES AND RETAIN AN AERIAL EASEMENT AS DEFINED ELSEWHERE ON THIS PLAN. SUBJECT TO THE APPROVAL OF THIS PLAN BY THE COUNTY EXECUTIVE, AFTER FILING OF THIS PLAN (AS A PUBLIC RECORD) IN THE OFFICE OF THE DEPARTMENT AND THE RECORDING OF THIS PLAN IN THE COUNTY RECORDS OF RECORDS OF DEEDS, THIS INSTRUMENT SHALL CONSTITUTE AN ORDER OF VACATION PURSUANT TO SECTION 210 OF THE STATE HIGHWAY LAW, P.S., SECTION 670-210, AS TO THE SURFACE EASEMENT FOR HIGHWAY PURPOSES, EFFECTIVE WHEN THE CONSTRUCTION IS COMPLETED.

\*\* 0.042 ACRES IS WITHIN LEGAL R/W CONVERTED TO AERIAL EASEMENT  
 • HOMEVILLE ROAD

RIGHT-OF-WAY CLAIM INFORMATION	
COUNTY OF ALLEGHENY - DEPARTMENT OF PUBLIC WORKS WEST MIFFLIN BOROUGH - ALLEGHENY COUNTY	
STATE RTE	SEC NO
5	6-8-7
PARCEL NO	SHEET NO
33	6-8-7
PROPERTY OWNER(S)	DUQUESNE LIGHT COMPANY
GRANTOR(S)	CARNegie STEEL CORPORATION
DEED BOOK	PAGES
1076	709
DATE OF DEED	DATE OF RECORD
05/13/1950	05/17/1950
CONSIDERATION	TAX STAMPS
\$5,000.00	22
AREAS	ACREAGE
15.931	0.042
REQUIRED AREA	ACREAGE
0.042	0.042
RIGHT OF WAY	ACREAGE
0.042	0.042
RECORD OF AERIAL	ACREAGE
0.042	0.042
EASEMENT	ACREAGE
0.042	0.042
DRAINAGE	ACREAGE
0.042	0.042
TEMP CONSTR	ACREAGE
0.042	0.042
VERIFICATION DATE	BY
11/21/2011	WAS
DRAWN BY	SCALE
WAS	25' SHOW

**LIMIT OF AUTHORIZATION**  
 STA: 35+00.00  
 HOMEVILLE VIADUCT & ROAD  
 WEST MIFFLIN BOROUGH  
 ALLEGHENY COUNTY

PRIVATE PROPERTY LINES ARE PLOTTED FROM THE DEED OF RECORD, RECORDED SUBDIVISION OR LOT PLANS, EXISTING TOPOGRAPHICAL FEATURES AND LIMITED FIELD DATA. PRIVATE PROPERTY LINES WERE NOT SURVEYED BY THE PROFESSIONAL LAND SURVEYOR RESPONSIBLE FOR THE PROJECT.  
 THIS PLAN IS NOT TO BE SUBSTITUTED FOR A BOUNDARY SURVEY



**EXISTING STRUCTURE DATA**  
 STATION - 41+34.52  
 STRUCTURE - APPROACH SPANS, TWIN GIRDER SIMPLE SPANS  
 MAIN SPAN, WARREN DECK TRUSS  
 SPAN - APPROACH SPANS, SPAN 1 - 99'-10", SPAN 2 & 3 - 101'-1"  
 MAIN SPAN - 215'-0"  
 MINIMUM UNDERCLEARANCE - 35'-0"  
 CLEAR ROADWAY WIDTH - 26'-0"  
 SIDEWALK WIDTH (L&R) - 5'-8 1/4"

**PROPOSED STRUCTURE DATA**  
 STATION - 41+34.52  
 STRUCTURE - APPROACH SPANS, TWIN GIRDER SIMPLE SPANS  
 MAIN SPAN, WARREN DECK TRUSS  
 SPAN - APPROACH SPANS, SPAN 1 - 99'-10", SPAN 2 & 3 - 101'-1"  
 MAIN SPAN - 215'-0"  
 MINIMUM UNDERCLEARANCE - 35'-0"  
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 THIS PLAN IS NOT TO BE SUBSTITUTED FOR A BOUNDARY SURVEY.

TEMPORARY CONSTRUCTION EASEMENT. AN EASEMENT TO USE THE LAND AS NECESSARY DURING CONSTRUCTION OF THE PROJECT. THE EASEMENT IS REQUIRED ONLY UNTIL THE CONSTRUCTION OR WORK INDICATED BY THE PLAN IS COMPLETED, UNLESS SOONER RELINQUISHED IN WRITING BY THE ALLEGHENY COUNTY DEPARTMENT OF PUBLIC WORKS.

FOR THE AERIAL EASEMENT DEFINITION SEE SHEET 3 OF 12.

REFERENCE DRAWINGS	SHEET
SUMMARY OF PROJECT COORDINATES	4
HOMEVILLE ROAD PROFILE	9
TABULATION OF PROPERTIES	12



**LEGEND**  
 [Hatched Box] REQ'D R/W AREA  
 [Circle with Number] PARCEL IDENTIFICATION NUMBER  
 [Circle with Number and Dashed Line] PARCEL IDENTIFICATION NUMBER-NO TAKE



REVISIONS

**County of Allegheny**  
 Pittsburgh, Pennsylvania  
 Department of Public Works

**DRAWINGS AUTHORIZING ACQUISITION OF RIGHT-OF-WAY FOR REHABILITATION OF HOMEVILLE VIADUCT & HOMEVILLE ROAD WEST MIFFLIN BOROUGH ROADWAY PLAN TS05-0510**

DRWN BY: BPP TRACED BY: BPP DATE: 01/23/2011  
 CHECKED BY: BNT SCALE: AS NOTED SHEET 6 OF 12

**26112-RW**

CONTINUED ON SHEET 7 OF 12

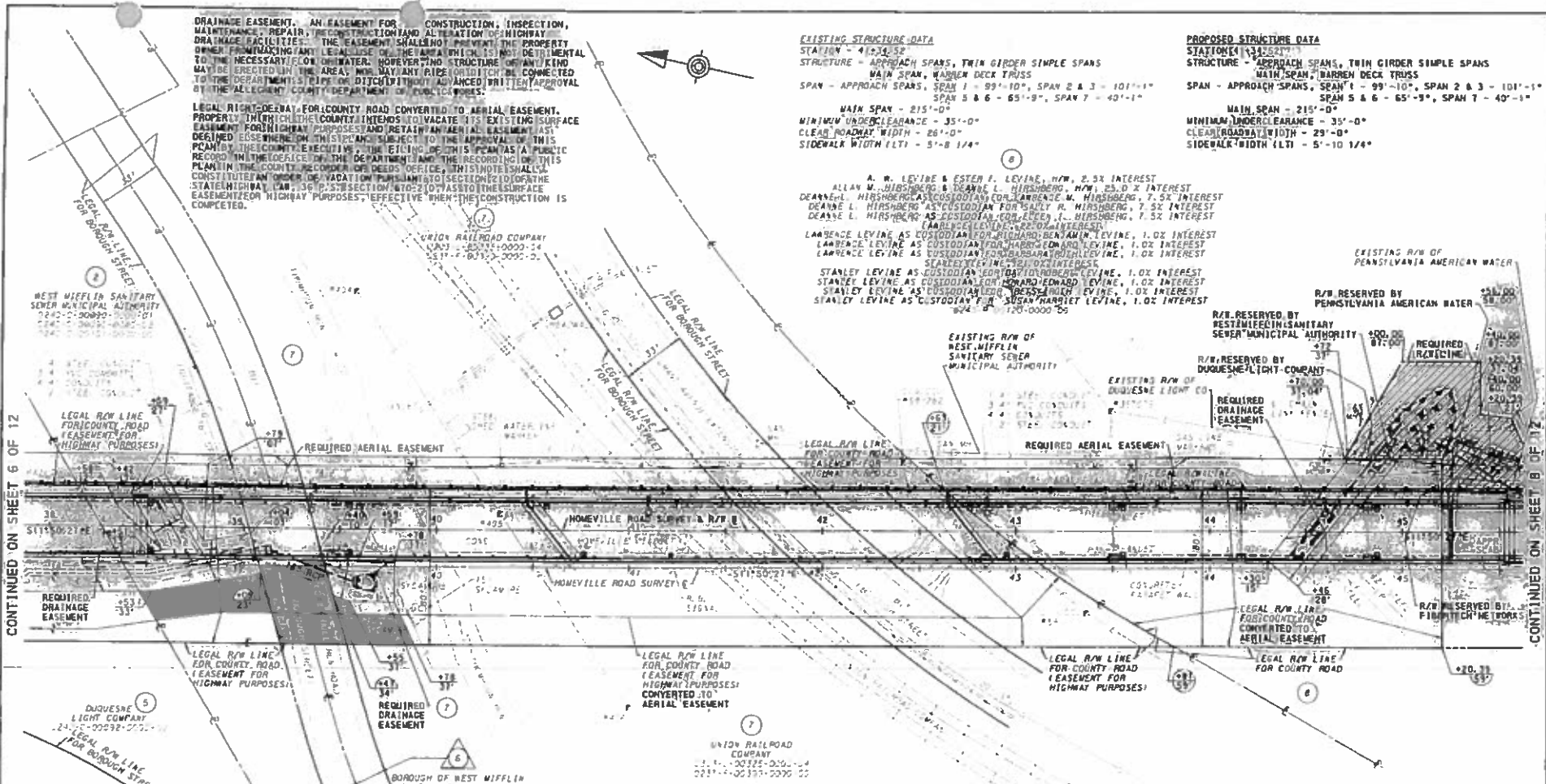
**DRAINAGE EASEMENT.** AN EASEMENT FOR CONSTRUCTION, INSPECTION, MAINTENANCE, REPAIR, RECONSTRUCTION AND ALTERATION OF HIGHWAY DRAINAGE FACILITIES. THE EASEMENT SHALL NOT PREVENT THE PROPERTY OWNER FROM MAKING ANY LEGAL USE OF THE PROPERTY AND SHALL NOT BE LIMITED TO THE NECESSARY FLOW OF WATER. HOWEVER, NO STRUCTURE OR ANY KIND MAY BE ERRECTED IN THE AREA, NOR ANY PIPE OR DITCH BE CONNECTED TO THE DEPARTMENT'S PIPE OR DITCH WITHOUT ADVANCED WRITTEN APPROVAL BY THE ALLEGHENY COUNTY DEPARTMENT OF PUBLIC WORKS.

**LEGAL RIGHT-OF-WAY FOR COUNTY ROAD CONVERTED TO AERIAL EASEMENT.** PROPERTY THAT THE COUNTY INTENDS TO VACATE ITS EXISTING SURFACE EASEMENT FOR HIGHWAY PURPOSES AND RETAIN AN AERIAL EASEMENT AS SET FORTH HEREON IN THIS PLAN, SUBJECT TO THE APPROVAL OF THIS PLAN BY THE COUNTY EXECUTIVE, THE ETICING OF THIS PLAN AS A PUBLIC RECORD IN THE OFFICES OF THE DEPARTMENT AND THE RECORDING OF THIS PLAN IN THE COUNTY RECORDS OF DEEDS OFFICE, THIS INSTRUMENT SHALL CONSTITUTE AN ORDER OF VACATION PLANS LIMITED TO SECTIONS 10 TO 12 OF THE STATE HIGHWAY LAW, § 6 (P) SUBSECTION 1 TO 2 (O) AS TO THE SURFACE EASEMENT FOR HIGHWAY PURPOSES, EFFECTIVE WHEN THE CONSTRUCTION IS COMPLETED.

**EXISTING STRUCTURE DATA**  
 STATION - 41+34.52  
 STRUCTURE - APPROACH SPANS, TRIN GIRDER SIMPLE SPANS  
 MAIN SPAN, WARREN DECK TRUSS  
 SPAN - APPROACH SPANS, SPAN 1 - 99'-10", SPAN 2 & 3 - 101'-1"  
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 CLEAR ROADWAY WIDTH - 29'-0"  
 SIDEWALK WIDTH (LTI) - 5'-8 1/4"

**PROPOSED STRUCTURE DATA**  
 STATION (S1325217)  
 STRUCTURE - APPROACH SPANS, TRIN GIRDER SIMPLE SPANS  
 MAIN SPAN, WARREN DECK TRUSS  
 SPAN - APPROACH SPANS, SPAN 1 - 99'-10", SPAN 2 & 3 - 101'-1"  
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A. R. LEVINE & ESTER F. LEVINE, M/W, 2.5X INTEREST  
 ALLAN M. HIRSHBERG & DEANNE L. HIRSHBERG, M/W, 25.0 X INTEREST  
 DEANNE L. HIRSHBERG AS CUSTODIAN FOR ALLAN M. HIRSHBERG, 7.5X INTEREST  
 DEANNE L. HIRSHBERG AS CUSTODIAN FOR ALLAN M. HIRSHBERG, 7.5X INTEREST  
 DEANNE L. HIRSHBERG AS CUSTODIAN FOR ALLAN M. HIRSHBERG, 7.5X INTEREST  
 LAWRENCE LEVINE, M/W, 1.0X INTEREST  
 LAWRENCE LEVINE AS CUSTODIAN FOR RICHARD BENJAMIN LEVINE, 1.0X INTEREST  
 LAWRENCE LEVINE AS CUSTODIAN FOR BARBARA BIRN LEVINE, 1.0X INTEREST  
 LAWRENCE LEVINE AS CUSTODIAN FOR BARBARA BIRN LEVINE, 1.0X INTEREST  
 STANLEY LEVINE, M/W, 1.0X INTEREST  
 STANLEY LEVINE AS CUSTODIAN FOR EDWARD EDWARD LEVINE, 1.0X INTEREST  
 STANLEY LEVINE AS CUSTODIAN FOR EDWARD EDWARD LEVINE, 1.0X INTEREST  
 STANLEY LEVINE AS CUSTODIAN FOR SUSAN HARRIS LEVINE, 1.0X INTEREST



CONTINUED ON SHEET 6 OF 12

CONTINUED ON SHEET 8 OF 12

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FOR THE AERIAL EASEMENT DEFINITION SEE SHEET 3 OF 12.

- LEGEND**
- REC'D R/W AREA
  - PARCEL IDENTIFICATION NUMBER
  - PARCEL IDENTIFICATION NUMBER-NO TAX



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SURVEY BOOK NOS 1 & 2



**County of Allegheny**  
 Pittsburgh, Pennsylvania  
 Department of Public Works

**DRAWINGS AUTHORIZING ACQUISITION OF RIGHTS-OF-WAY FOR REHABILITATION OF HOMEVILLE VIADUCT & HOMEVILLE ROAD WEST MIFFLIN BOROUGH ROADWAY PLAN**  
 1505-05.10.

**REVISIONS**

NO.	DATE	DESCRIPTION

DRWN. BY: BPP TRACED BY: BPP DATE: 06/12/2013  
 CHECKED BY: BMT SCALE: AS SHOWN (SCALE: 1"=40') DATE: 06/12/2013

**26112-RW**