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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 (Aerial Easement) 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 between Duquesne Light Company and the County of Allegheny, Pennsylvania, in which the Duquesne Light Company sold to the County of Allegheny an aerial easement on 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
(Aerial Easement)

THIS AGREEMENT, 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 highway, its heirs, executors, administrators, successors, and/or assigns, hereinafter, whether singular or plural, called the SELLER, and the County of Allegheny, Department of Public Works, 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 an aerial easement from the aforesaid property; and

WHEREAS the Parties hereto have agreed that, in lieu of condemnation, the SELLER will convey to the PURCHASER an aerial easement as designated on the attached plot plan.

NOW, THEREFORE, in consideration of the sum of Two Hundred and no Hundredths Dollars (\$ 200.00) and other good and valuable consideration, the SELLER hereby agrees to sell and convey to the PURCHASER, and the PURCHASER agrees to purchase a nonexclusive aerial easement, which includes a surface easement for the accommodation of piers and other appurtenances and a temporary construction easement, between Stations 37 + 49 and 38 + 14 as shown on the plot plan attached hereto and made a part hereof, said easement to be taken from the premises 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, together with the improvements, hereditaments, and appurtenances to the said easement, if any, except those which may be agreed to be retained by the SELLER, free and clear of all liens, charges, delinquent taxes, and assessments, and of all leases and encumbrances which the SELLER has the right to terminate or remove. And the SELLER will warrant specially the property interests to be conveyed.

Reserving 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, 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.

9/30/14

All expenses of examination of the title and preparation and recording of the deed of easement 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. If any building(s) are being acquired by 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 PURCHASER and its agents and contractors shall have the right to enter upon the land covered by the easement to be conveyed for making studies, surveys, tests, soundings, and appraisals.

The SELLER does further agree that the following limitations shall be imposed upon use of the surface land within the aerial easement, which limitations shall run with the land:

1. No use shall be made of the land which shall endanger the structure of the highway, or the health, safety, or welfare of the traveling public.
2. No flammable, explosive, dangerous, or hazardous material shall be used, placed, or stored on the land, except the high-voltage transmission lines currently on or placed in the future on or above the land.
3. No buildings or other facilities shall be constructed on the land without prior authorization of the PURCHASER, which authorization shall not be unreasonably withheld or delayed. If and when such authorization is granted, the plans of the building and construction methods shall be subject to the approval of the PURCHASER, which approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, PURCHASER shall not object to the placement or movement of existing or new transmission facilities, including without limitation, towers, poles, conductors, fiber and other electrical facilities on the land provided, however, that such facilities shall not interfere with PURCHASER'S right to access, enter upon, inspect, maintain, repair, construct or reconstruct the improvements contemplated by the highway project identified previously and provided further that no buildings or other facilities, including 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.
4. No interference shall be made with the right of the PURCHASER to enter upon the land for the purposes of inspection, maintenance, repair, reconstruction, or alteration of the structure or other appurtenances.
5. Any substantial change in land use to be made subsequent to the execution of the easement shall be subject to the approval of the PURCHASER, which approval shall not be unreasonably withheld or delayed.

Notwithstanding the above rights, PURCHASER represents and warrants that all activities taking place on the surface within said aerial 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.

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 have otherwise been entitled to assert under the provisions of the Eminent Domain Code, 26 Pa.C.S. § 101 et seq., for or on account of any injury to or destruction of the aforesaid property of the SELLER through or by reason of the aforesaid utility relocation, 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

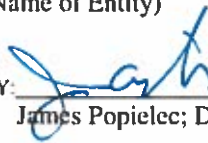
ENTITIES*

See 9.26.14

SELLER:

Duquesne Light Company
(Name of Entity)

BY:



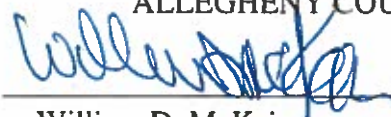
James Popielec; Director, Operations Services

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

Reviewed by Public Works Department:


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

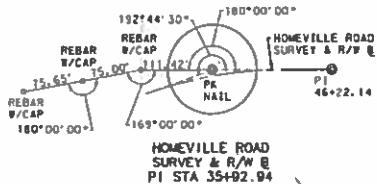
Reviewed as to form:


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.

BM ELEV = 943.34
 HOMEVILLE RD SURVEY & R/W BASELINE
 28' LT STA 34+41
 SPIKE NAIL IN POLE #339819



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 ITS NOT DETRIMENTAL TO THE NECESSARY FLOW OF WATER. HOWEVER, NO STRUCTURE OF ANY KIND MAY BE ERECTED 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.

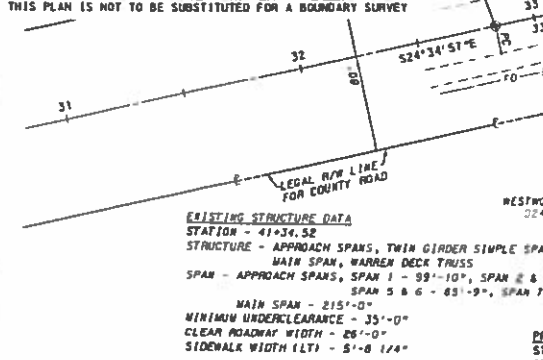
LEGAL RIGHT-OF-WAY FOR COUNTY ROAD CONVERTED TO AERIAL EASEMENT. PROPERTY, IN WHICH THE COUNTY INTENDS TO VACATE ITS EXISTING SURFACE EASEMENT FOR HIGHWAY PURPOSES AND RETAIN AN AERIAL EASEMENT AS DEFINED ELSEWHERE ON THIS PLAN, SUBJECT TO THE APPROVAL OF THIS PLAN BY THE COUNTY EXECUTIVE. THE FILING OF THIS PLAN AS A PUBLIC RECORD IN THE OFFICE OF THE DEPARTMENT AND THE RECORDING OF THIS PLAN IN THE COUNTY RECORDER OF DEEDS OFFICE, THIS NOTE SHALL CONSTITUTE AN ORDER OF VACATION PURSUANT TO SECTION 210 OF THE STATE HIGHWAY LAW, 36 P.S. § 210.210, 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	
STATE RTE	SEC NO
PARCEL NO	SHEET NO
PROPERTY OWNER	GRANTOR(S)
DEED BOOK	PAGE
DATE OF DEED	DATE OF RECORD
CONSIDERATION	TAX STAMPS
AREAS ACRES	REQUIRED AREA ACRES
DEED	RIGHT-OF-WAY
ADVERSE	DRAINAGE
EFFECTIVE AREA	TEMP CONSTR
TOTAL REQ'D R/W	VERIFICATION DATE
TOTAL RESIDUE	RESIDUE DT.
RESIDUE RT.	RESIDUE RT.

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"
 SPAN 5 & 6 - 61'-9", SPAN 7 - 40'-1"
 MAIN SPAN - 215'-0"
 MINIMUM UNDERCLEARANCE - 35'-0"
 CLEAR ROADWAY WIDTH - 26'-0"
 SIDEWALK WIDTH (LTI) - 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"
 SPAN 5 & 6 - 61'-9", SPAN 7 - 40'-1"
 MAIN SPAN - 215'-0"
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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

- REQ'D R/W AREA
- PARCEL IDENTIFICATION NUMBER
- 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

DRAWN BY: BPP TRACED BY: BPP DATE: 09/23/2013
 CHECKED BY: MTT SCALE: AS NOTED SHEET 6 OF 12

CONTINUED ON SHEET 7 OF 12

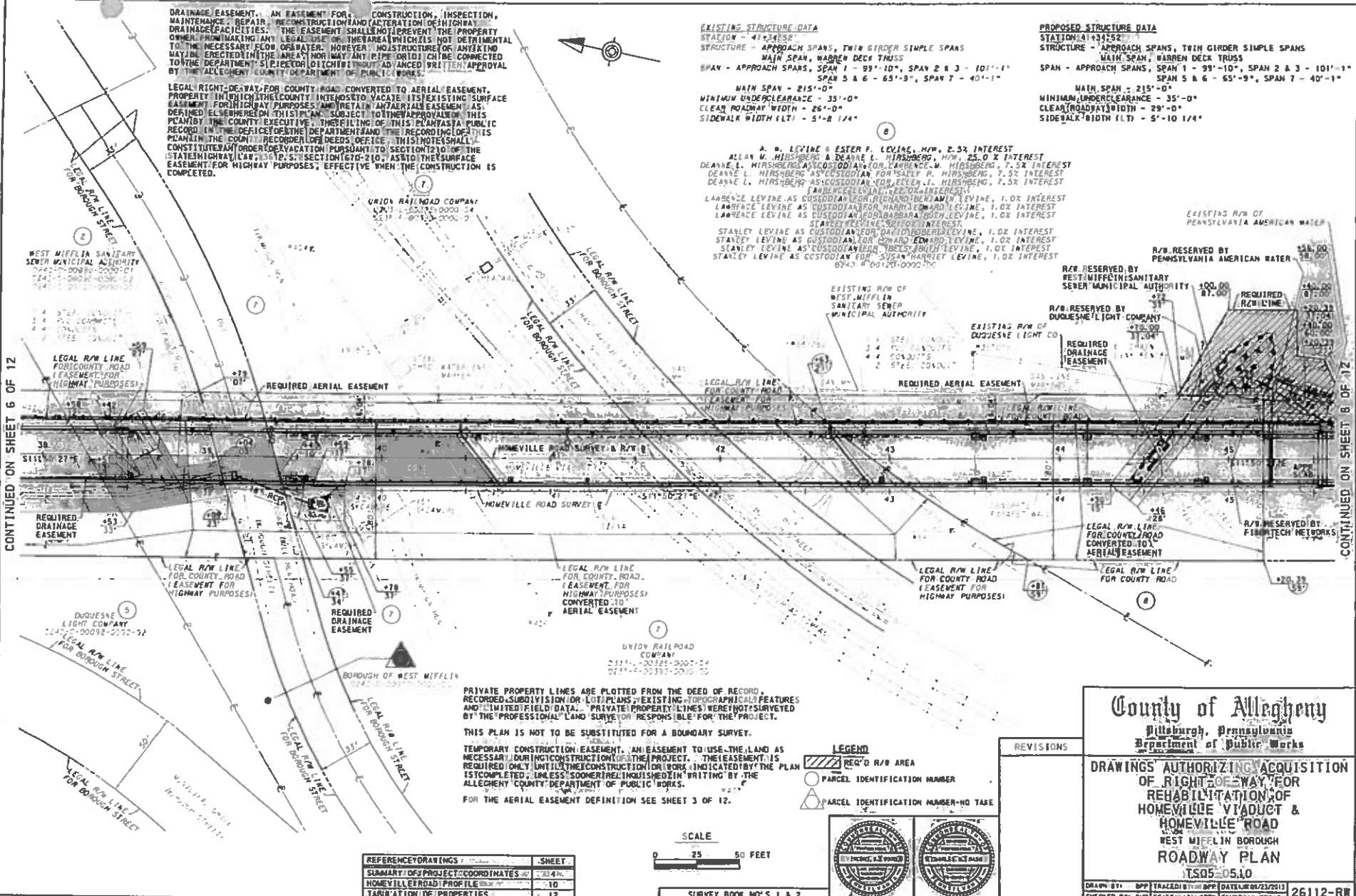
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EXISTING STRUCTURE DATA
 STATION 1 - 41+24.82
 STRUCTURE - APPROACH SPANS, TWIN GIRDER SIMPLE SPANS
 MAIN SPAN, WARRER DECK TRUSS
 SPAN - APPROACH SPANS, SPAN 1 - 99'-10", SPAN 2 & 3 - 101'-1"
 MAIN SPAN - 215'-0"
 MINIMUM UNDERCLEARANCE - 35'-0"
 CLEAR ROADWAY WIDTH - 29'-0"
 SIDEWALK WIDTH (L/R) - 5'-8 1/4"

PROPOSED STRUCTURE DATA
 STATION 1 - 43+52
 STRUCTURE - APPROACH SPANS, TWIN GIRDER SIMPLE SPANS
 MAIN SPAN, WARRER DECK TRUSS
 SPAN - APPROACH SPANS, SPAN 1 - 99'-10", SPAN 2 & 3 - 101'-1"
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A. W. LEVINE & ESTER F. LEVINE, M/M, 2.5% INTEREST
 ALLAN M. HIRSBERG & DEANNE L. HIRSBERG, M/M, 25.0% INTEREST
 DEANNE L. HIRSBERG AS CUSTODIAN FOR LAWRENCE M. HIRSBERG, 7.5% INTEREST
 DEANNE L. HIRSBERG AS CUSTODIAN FOR JULIA M. HIRSBERG, 7.5% INTEREST
 DEANNE L. HIRSBERG AS CUSTODIAN FOR EILEEN J. HIRSBERG, 7.5% INTEREST
 LAWRENCE LEVINE, M/M, 1.0% INTEREST
 LAWRENCE LEVINE AS CUSTODIAN FOR HARRI EDWARD LEVINE, 1.0% INTEREST
 LAWRENCE LEVINE AS CUSTODIAN FOR BARBARA BOEH LEVINE, 1.0% INTEREST
 STANLEY LEVINE AS CUSTODIAN FOR EDWARD EDWARD LEVINE, 1.0% INTEREST
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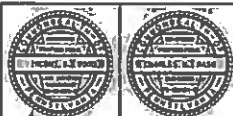
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FOR THE AERIAL EASEMENT DEFINITION SEE SHEET 3 OF 12.

- LEGEND**
- ▨ REQ'D R/W AREA
 - PARCEL IDENTIFICATION NUMBER
 - △ PARCEL IDENTIFICATION NUMBER-NO TAKE



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REVISIONS

NO.	DATE	DESCRIPTION

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 Pittsburgh, Pennsylvania
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DRAWINGS AUTHORIZING ACQUISITION OF RIGHT-OF-WAY FOR REHABILITATION OF HONEVILLE VIADUCT & HONEVILLE ROAD ROADWAY PLAN
 WEST MIFFLIN BOROUGH
 12505-0510

DRAWN BY: BPP TRACED BY: BPP DATE: 05/22/2013
 CHECKED BY: BPP SCALE: AS NOTED TIME: 11:05:12

26112-RW