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Lesley C. Gannon, Esq.

July 27, 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 52 Pa. Code § 3.101
Real Estate Sales Agreement between Duquesne Light Company
and Allegheny County Sanitary Authority

Dear Secretary Chiavetta:

In accordance with the Pennsylvania Public Utility Code and Commission Regulations, I have enclosed one copy of the executed Real Estate Sales Agreement dated April 24, 2015 by and between Duquesne Light Company and the Allegheny County Sanitary Authority, pursuant to which the Allegheny County Sanitary Authority purchased from Duquesne Light Company certain real property owned by Duquesne Light Company and situate in the City of Pittsburgh, Allegheny County.

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

Sincerely,



Lesley C. Gannon

Enclosure

REAL ESTATE SALES AGREEMENT

THIS REAL ESTATE SALES AGREEMENT (this "Agreement") is made and effective this 24th day of April, 2015, by and between Duquesne Light Company, a Pennsylvania corporation doing business at 411 Seventh Avenue, Pittsburgh, PA 15219 ("DLC") and the Allegheny County Sanitary Authority, a Pennsylvania municipal authority, with an address of 3300 Preble Avenue, Pittsburgh, Pennsylvania 15233-1092 ("Buyer"). For the purposes of this Agreement, DLC and Buyer are sometimes referred to as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, DLC is the owner of two contiguous parcels of land identified as Parcel ID Nos. 43-P-1-0-01 and 43-P-100, and more particularly described on Exhibit A attached hereto (collectively, the "Real Property"); and

WHEREAS, Buyer desires to purchase from DLC, and DLC desires to sell to Buyer, DLC's entire right, title, and interest in and to the Real Property, together with all improvements, tenements, hereditaments and appurtenances thereto (collectively, the "Property"), on the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, and intending to be legally bound hereby, the Parties agree as follows:

1. DLC shall, on the Closing Date (as defined in Section 4), by deed of special warranty in substantially the form as attached as Exhibit B hereto (the "Deed"), grant and convey the Property to Buyer, in fee simple, free and clear of all liens and encumbrances, except as may be hereinafter set forth, with good and marketable title, defined as a title insurable by any responsible title insurance company at regular rates, with only standard exceptions, and except for any other matters hereinafter set forth.
2. Notwithstanding anything to the contrary, the conveyance of the Property shall be made subject to permanent easements for the benefit of DLC as more particularly described on Exhibit C hereto (the "Easement") and the Property shall not include electrical or other equipment now on the Real Property or later placed on the Real Property in accordance with the Easement, which electrical and other equipment shall remain the sole property of DLC.
3. Buyer shall purchase the Property and pay therefor the sum of Eight Thousand Eight Hundred and No/100 Dollars (\$8,800.00) payable at Closing (as defined in Section 4), subject to the prorations and allocations set forth in this Agreement.

4. Unless otherwise agreed between DLC and Buyer, settlement (the "Closing") shall be held by overnight mail no later than thirty (30) days after the date of this Agreement (the "Closing Date"). Any extensions of the Closing Date shall be in writing and the extended date shall become the Closing Date.
5. Except as otherwise consented to or approved by Buyer in writing or as otherwise required by this Agreement, DLC shall not, from and after the date of this Agreement until the Closing:
 - A. Enter into any new lease or any agreement after the date of this Agreement that would bind the Property, or DLC relative to the Property, after the Closing Date without Buyer's prior written consent (which consent may be withheld in Buyer's sole discretion); and
 - B. Perform or cause to be performed any construction or cause the removal of any improvements that are a part of the Property, or make any other material change or improvement on or about the Property, without the prior written consent of Buyer (which consent may be withheld in Buyer's sole discretion).
6. At Closing, DLC shall pay the costs of (a) releasing all liens, judgments, and other encumbrances that are to be released and of recording such releases; and (b) preparing the Deed. At Closing, Buyer shall pay (i) the cost to record the Deed; and (ii) the premium for Buyer's title insurance policy, if any. The county and local real estate taxes shall be prorated as of the Closing on a calendar year basis. Buyer and DLC shall equally split between them the cost of any and all realty transfer taxes payable as a result of the transaction contemplated by this Agreement. Each Party shall pay its respective attorneys', consultants' and experts' fees. Any other closing costs not specifically designated as the responsibility of either Party in this Agreement shall be paid by DLC and Buyer according to the usual and customary allocation of the same. DLC agrees that all closing costs payable by DLC shall be deducted from DLC's proceeds otherwise payable to DLC at Closing.
7. DLC shall indemnify, defend and hold Buyer harmless from and against any and all costs, damages, and expenses incurred by Buyer, directly or indirectly, as the owner of the Property, including reasonable attorneys' fees, as a result of the filing against the Property of any mechanic's lien by any person or entity claiming to have performed work on the Property or supplied materials for the Property prior to the Closing pursuant to authorization from DLC, except to the extent such claimed work was purportedly undertaken, or supplies were purportedly delivered, at the request of or on behalf of Buyer. DLC and Buyer each agree to give the other Party notice of any such lien promptly after obtaining knowledge thereof.
8. Possession of the Property shall be delivered to Buyer at the time of Closing.
9. DLC and Buyer warrant to each other that there is no real estate broker involved in this transaction, and each of DLC and Buyer indemnifies the other against any claims made against such other party in contradiction of the representations made by the Parties in this Section 7 and such indemnity shall survive the Closing.
10. Wherein applicable Buyer shall take title to the Property subject to the following:

- A. Building and use restrictions of record;
 - B. Easements of record affecting the Property;
 - C. Water, sewer, gas, electric, cable television and telephone lines or easements therefor of record or as presently installed; and
 - D. Prior grants, reservations or leases of coal, oil, gas or other minerals as shown by instruments of record; and easements apparent upon inspection of the Property.
 - E. Any other conditions on the Property that are apparent upon an inspection thereof.
11. Buyer's purchase of the Property is on an "AS IS" basis. Buyer acknowledges that the Property has been inspected by Buyer or Buyer's agent, 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 DLC. Prior to Closing, Buyer or Buyer's agent shall be permitted to enter the Property and inspect the same.
12. Buyer and DLC acknowledge that a public source of water and sewer may not be available for the Property.
13. Wherever used in this section the term "knowledge" as attributed to DLC shall mean any type of information of which DLC have actual notice, or in any other manner have actual knowledge, and, in addition, any item of information which DLC, in the exercise of due diligence and sound business practice, should know or should have known. DLC warrants, covenants and represents to Buyer as follows:
- A. DLC has not received and have no knowledge of the issuance of any notice from any governmental authority in respect to any violation of laws, ordinances, rules, regulations or orders relating to pollution, safety, health, building, fire or zoning in connection with the Property or the operation thereof.
 - B. DLC has the full right, power and authority to perform and carry out the terms and conditions of this Agreement and to execute and deliver the Deed and any and all other documents to be executed and delivered by the Property owner pursuant to or in connection with this Agreement.
14. From and after the Closing, Buyer shall hold harmless and indemnify DLC, its affiliates, managers, officers, members, affiliates, and employees (collectively, the "DLC Indemnified Persons"), from and against and shall reimburse any DLC Indemnified Person, pursuant to the terms of this Section 14, for, any actual loss, liability, action, cause of action, claim, demand, debt, obligation, cost, damage, or expense, whether or not arising out of third-party claims (including, without limitation, interest, penalties, reasonable attorneys', consultants' and experts' fees and expenses and all amounts paid in investigation, defense or settlement of any of the foregoing) (collectively, "Damages") arising out of, resulting from or relating to, directly or indirectly, relating to the Property from and after the Closing, except to the extent caused by the negligence or willful misconduct of DLC, its employees, contractors, subcontractors or agents or to the extent DLC must indemnify Buyer pursuant to Section 14. This Section 14 shall survive the Closing and the delivery, execution and recordation of the Deed.

15. From and after the Closing, DLC shall hold harmless and indemnify Buyer, its affiliates, managers, officers, members, affiliates, and employees (collectively, the “Buyer Indemnified Persons”), from and against and shall reimburse any Buyer Indemnified Person, pursuant to the terms of this Section 15, for, any Damages arising out of, resulting from or relating to, directly or indirectly, the Property prior to the Closing, as well as the activity of DLC, its employees, contractors, subcontractors or agents on the Property, including, without limitation, those activities relating to the Easement. This Section 15 shall survive the Closing and the delivery, execution and recordation of the Deed.
16. Any notices between the Parties shall be in writing and served in the manner provided by law for the service of process in equity or may be mailed by certified or registered mail to the Parties' mailing addresses set forth above.
17. The Parties agree that this Agreement shall not be recorded and any such recording shall constitute a default by the Party entering the Agreement of record.
18. This Agreement is made in the Commonwealth of Pennsylvania and shall be governed in accordance with the laws thereto, except its conflict of laws provisions. Any actions arising under this Agreement shall be brought in the Court of Common Pleas of Allegheny County, PA.
19. This Agreement shall extend to and be binding upon the Parties and upon their respective successors and permitted assigns.
20. This Agreement may not be assigned by Buyer except with prior written consent of DLC.
21. Each Party shall pay its own fees and costs related to this transaction, including legal fees associated with preparation and review of this Agreement and attendance at the Closing.
22. Buyer acknowledges that DLC is making no representations about any water system or sewer system available to or at the Property and knowingly accepts that conditions of the Property.
23. After the Closing, the Parties shall execute and deliver such further documents and instruments of conveyance, sale, assignment, transfer, or otherwise, and shall take or cause to be taken such other or further action, as either Party shall reasonably request at any time or from time to time in order to effectuate the terms and provisions of this Agreement.
24. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. Such counterparts may be exchanged by facsimile transmission or e-mail delivery of a “.pdf” or similar format file, and such facsimile or “.pdf” copy of each Party’s respective signature shall be binding on such Party as if the same were an original signature.
25. No modification of this Agreement shall be effective unless in writing and signed by the Party to be charged.

26. The excuse or waiver of the performance by a Party of any obligation of the other Party under this Agreement shall only be effective if evidenced by a written statement signed by the Party so excusing or waiving. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by DLC or Buyer of a breach of any covenant or condition of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.
27. Whenever it is provided in this Agreement for a period of days to be counted, the first day to be counted shall be the day following the date on which the event causing the period to commence occurs. If any date for the performance or occurrence of any event or act under this Agreement falls on a Saturday, Sunday, or other legal holiday in the Commonwealth of Pennsylvania, then the time for the performance or occurrence of such event or act shall be extended to the next succeeding business day.
28. All references herein to Sections and Exhibits mean the Sections of, and Exhibits to, this Agreement, except as otherwise expressly indicated.
29. This Agreement, including the Recitals and Exhibits hereto, all of which are made a part of this Agreement by this reference, shall be deemed to contain all of the terms and conditions agreed upon between the Parties with respect to the subject matter hereof, it being understood that there are no outside representations or oral agreements.
30. NOTICE - THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVAL OF SUCH COAL AND, IN THAT CONNECTION DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth in the manner provided Section 1 of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.) The deed shall contain the notice as above set forth and shall also contain, and the Buyer shall sign, the notice specified in the Bituminous Mine Subsidence and Land Conservation Act of 1966.

Remainder of page intentionally left blank.

Signatures to appear on the following page.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first set forth above.

ATTEST:

DUQUESNE LIGHT COMPANY

By: David J. Fisfis
Name: David Fisfis
Title: Corporate Secretary

By: James Lepiecki
Name: James Lepiecki
Title: Director, Operations Services

ATTEST:

ALLEGHENY COUNTY SANITARY
AUTHORITY

By: Loan Herfeld
Name: Loan Herfeld
Title: Executive Assistant

By: Arletta Scott Williams
Name: Arletta Scott Williams
Title: Executive Director

AGREEMENT EXHIBIT A

Real Property Description

Being all or a portion of the same property conveyed or devised to Grantor by deed of W. B. Carson and Sarah C. Carson, his wife, of the City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania dated August 5, 1926, recorded in the Office of the Department of Real Estate of Allegheny County at Deed Book Volume 2306, Page 126, and by deed of Southern Heat, Light and Power Company, a corporation of the State of Pennsylvania, recorded in the Office of the Department of Real Estate of Allegheny County at Deed Book Volume 2335, Page 1. This conveyance contains, for Tax ID #43-P-1-0-01, gross area of 22.40 acres and an effective area of 21.94 acres and, for Tax ID #43-P-100, 24,742 square feet.

Being identified as Block and Lot Nos. 43-P-1-0-01 and 43-P-100 in the Office of Property Assessments of Allegheny County, Pennsylvania (the "Property").

AGREEMENT EXHIBIT B

Form of Deed

Made the ___ day of _____, 2014

Between

DUQUESNE LIGHT COMPANY, a Pennsylvania corporation (hereinafter called "Grantor"), and

ALLEGHENY COUNTY SANITARY AUTHORITY, a Pennsylvania municipal authority (hereinafter called "Grantee");

WITNESSETH, that Grantor for EIGHT THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS (\$8,800.00), and intending to be legally bound, does hereby grant, bargain, sell, and convey unto the said Grantee, its successors and assigns:

Being all or a portion of the same property conveyed or devised to Grantor by deed of W. B. Carson and Sarah C. Carson, his wife, of the City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania dated August 5, 1926, recorded in the Office of the Department of Real Estate of Allegheny County at Deed Book Volume 2306, Page 126, and by deed of Southern Heat, Light and Power Company, a corporation of the State of Pennsylvania, recorded in the Office of the Department of Real Estate of Allegheny County at Deed Book Volume 2335, Page 1. This conveyance contains, for Tax ID #43-P-1-0-01, gross area of 22.40 acres and an effective area of 21.94 acres and, for Tax ID #43-P-100, 24,742 square feet.

Being identified as Block and Lot Nos. 43-P-1-0-01 and 43-P-100 in the Office of Property Assessments of Allegheny County, Pennsylvania (the "Property").

EXCEPTING AND RESERVING to Grantor, its successors and assigns, two perpetual easements and rights of way over, under and across the Property, the centerlines of which are set forth on Exhibit A attached hereto and made a part hereof, for an unlimited number of aerial cables, wires, poles, structures or other apparatus as now existing or at any time hereafter to be constructed, installed or erected at any location over, under and across the Property and any future cables, wires, poles, structures or other apparatus for the conveyance, distribution and use of electrical current and for the protection and control of the electrical transmission system of the Grantor, with the right to install, repair, renew and finally remove said cables, wires, poles, structures or other apparatus or any of them, and to fell, trim or remove any trees, shrubbery or other vegetation which at any time the Grantor may deem reasonably necessary to prevent interference or threatened interference with the construction, maintenance, repair, renewal, or use or operation of said cables, wires, poles, structures or other apparatus together with the further right to enter upon the Property at any time for said purposes. Provided, however, that none of the exceptions or reservations set forth herein shall impair, limit or interfere with Grantee's use

of the Property for the vernal pools in the locations set forth on Exhibit A, as may presently exist or shall hereafter be constructed, including the repair, reconstruction, inspection or maintenance of same.

Together with appurtenances; To Have and To Hold the same to and for the use of said Grantee, its successors and assigns forever, and the Grantor for itself, and its successors and assigns hereby covenants that it will WARRANT SPECIALLY the property hereby conveyed and described above.

NOTICE – THIS DOCUMENT DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. [This notice is set forth in the Manner provided in Section 1 of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.]

IN WITNESS WHEREOF, the said Grantor has caused this Indenture to be executed and delivered the day and year first above written.

ATTEST:

DUQUESNE LIGHT COMPANY

By: _____
Name:
Title:

NOTICE THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966, AS AMENDED 1980, OCT. 10, P.L. 874, NO 156 §1.

ATTEST:

**ALLEGHENY COUNTY SANITARY
AUTHORITY**

By: _____
Name:
Title:

Certificate of Residence

I do hereby certify that the Tax Bill Address
Of the within named Grantee is

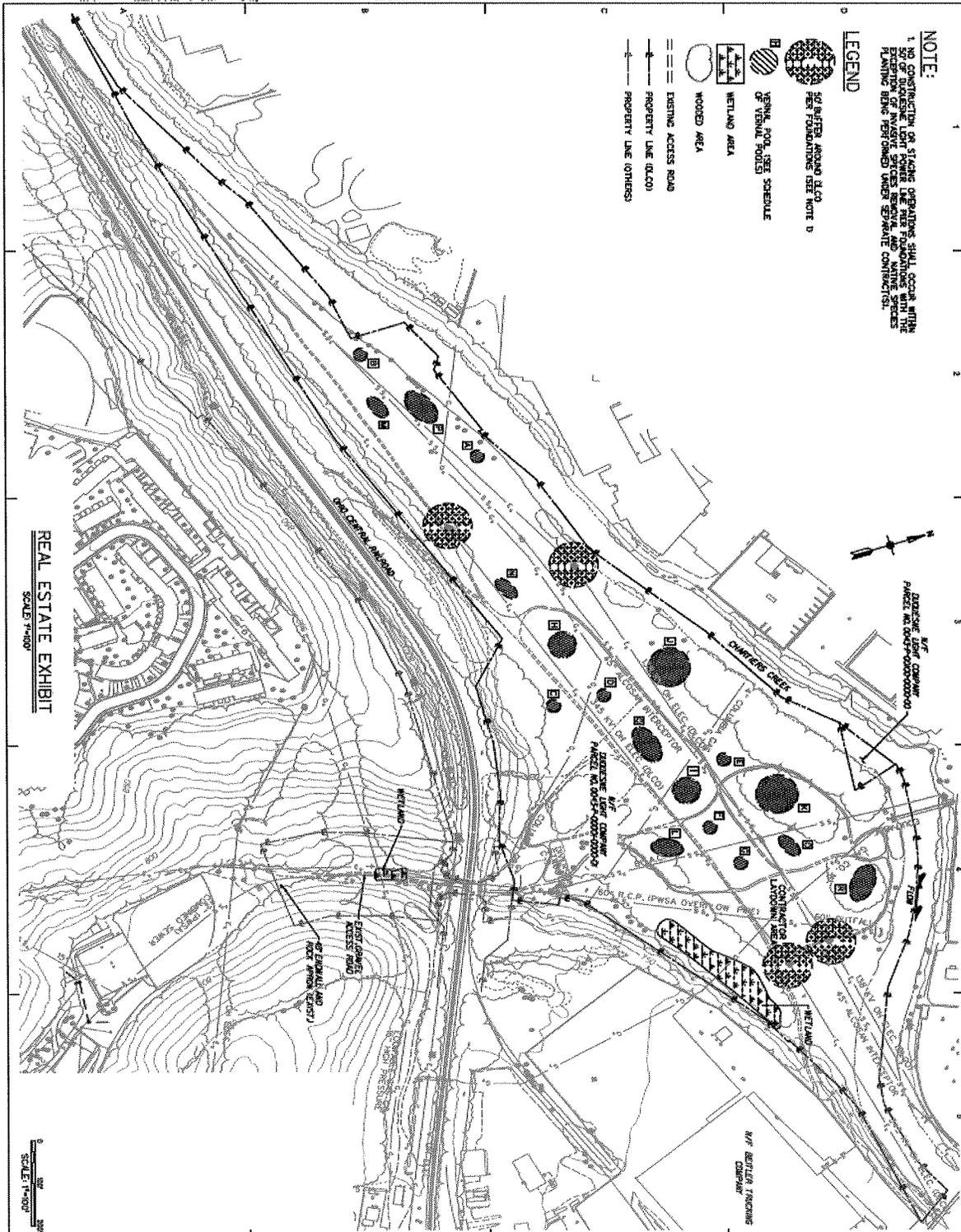
Allegheny County Sanitary Authority
3300 Preble Avenue
Pittsburgh, Pennsylvania 15233-1092

-

I do hereby certify that the Owner Mailing
Address of the within named Grantee is

Allegheny County Sanitary Authority
3300 Preble Avenue
Pittsburgh, Pennsylvania 15233-1092

DEED EXHIBIT A



DEED EXHIBIT A SHEET NUMBER NO. 100	BRADSHAW PARK - SECTION 208 ADJACENT TO CONVENT ROAD PROJECT CONSTRUCTION CONTRACT	U. S. ARMY ENGINEER DISTRICT CORPUS OF ENGINEERS FORT MONROE, VA.	DRAWING NO. 100-100-100 DATE 10/10/00 DRAWN BY: J. J. [unreadable] CHECKED BY: [unreadable]	SHEET NO. 100-100-100 DATE 10/10/00 DRAWN BY: J. J. [unreadable] CHECKED BY: [unreadable]
	SHAGBUSH LIGHT CO. PROPERTY EXHIBIT ALLEGHENY CO. TAXID FACEL NUMBERS 0043-P-00001-0000-01 & 0043-P-00100-0000-00	U. S. ARMY ENGINEER DISTRICT CORPUS OF ENGINEERS FORT MONROE, VA.	DRAWING NO. 100-100-100 DATE 10/10/00 DRAWN BY: J. J. [unreadable] CHECKED BY: [unreadable]	SHEET NO. 100-100-100 DATE 10/10/00 DRAWN BY: J. J. [unreadable] CHECKED BY: [unreadable]

AGREEMENT EXHIBIT C

EXCEPTING AND RESERVING to DLC, its successors and assigns, two perpetual easements and rights of way over, under and across the Property, the centerlines of which are set forth on Schedule 1 attached hereto and made a part hereof, for an unlimited number of aerial cables, wires, poles, structures or other apparatus as now existing or at any time hereafter to be constructed, installed or erected at any location over, under and across the Property and any future cables, wires, poles, structures or other apparatus for the conveyance, distribution and use of electrical current and for the protection and control of the electrical transmission system of the Grantor, with the right to install, repair, renew and finally remove said cables, wires, poles, structures or other apparatus or any of them, and to fell, trim or remove any trees, shrubbery or other vegetation which at any time the Grantor may deem reasonably necessary to prevent interference or threatened interference with the construction, maintenance, repair, renewal, or use or operation of said cables, wires, poles, structures or other apparatus together with the further right to enter upon the Property at any time for said purposes.

Provided, however, that none of the exceptions or reservations set forth in the Deed shall impair, limit or interfere with Buyer's use of the Property for the vernal pools in the locations set forth on Schedule 1, as may presently exist or shall hereafter be constructed, including the repair, reconstruction, inspection or maintenance of same.

