



Tishekia E. Williams
Assistant General Counsel, Regulatory

411 Seventh Avenue
Mail drop 15-7
Pittsburgh, PA 15219

Tel: 412-393-1541
Fax: 412-393-5757
twilliams@duqlight.com

January 16, 2018

VIA ELECTRONIC FILING

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building, 2nd Floor
400 North Street
Harrisburg, PA 17120

Re: Municipal Contract - Right of Way Agreement between Duquesne Light Company and
the City of McKeesport
Docket No. U-2018-_____

Dear Secretary Chiavetta:

Enclosed for review and approval in accordance with Section 507 of the Public Utility Code, 66 Pa.C.S. § 507 and 52 Pa. Code § 3.101, is a Right of Way agreement dated December 20, 2017 between Duquesne Light Company and the City of McKeesport. Duquesne Light Company grants to the City of McKeesport a right of way on its property situated in the City of McKeesport, Allegheny County which provides the right to erect, install, use, own, operate, maintain, repair, renew and remove the sewer system.

Should you have any questions regarding the enclosed right of way, please contact Lesley Gannon at 412-393-1518.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Tishekia Williams", with a long horizontal flourish extending to the right.

Tishekia E. Williams
Attorney ID#208997

Enclosures

DEED OF REVISED EASEMENT

THIS INDENTURE, made this 18th day of December, 2017, by and between DUQUESNE LIGHT COMPANY, a Pennsylvania limited liability company, with business offices at 411 Seventh Avenue, Pittsburgh, PA 15219, hereinafter referred to as the "Grantor" and THE MUNICIPAL AUTHORITY OF THE CITY OF MCKEESPORT, a municipal authority organized and existing under the Pennsylvania Municipal Authorities Act, Act 22 of 2001, 53 Pa.C.S.A. Section 5601, et seq., formerly the Municipality Authorities Act of 1945, with business offices at 100 Atlantic Avenue, McKeesport, PA 15132, hereinafter referred to as the "Grantee."

WHEREAS, Grantor is the owner of certain real estate which it acquired from RIDC Southwestern Pennsylvania Growth Fund ("RIDC") by Deed dated April 30, 2013, and recorded in the Office of Real Estate in and for Allegheny County at Deed Book Volume 15223, Page 414 on May 1, 2013 (the "RIDC Deed"); and

WHEREAS, the RIDC Deed references a "permitted exceptions" of a Twenty (20') foot utility easement around an existing sanitary pump station (the "Permanent Easement") and a "planned revision to that same easement around the existing sanitary pump station, not yet recorded but shown on" an attached exhibit, which proposed additional easement area is shown as the grey area on Exhibit "A" (the "Additional Easement Area") and further described in the Legal Description on attached Exhibit "B;" and

WHEREAS, the Permanent Easement was not subsequently revised to convey the Additional Easement Area; and

WHEREAS, Exhibits "A" and "B" attached hereto are incorporated herein by reference; and

WHEREAS, it is the intention of both the Grantor and the Grantee that the Permanent Easement be amended to include the Additional Easement Area (the Permanent Easement, as amended to include the Additional Easement Area shall be referred to as the "Revised Easement") and that the Grantee shall have an access/egress easement in, under, across and

over the Revised Easement for the purposes of enabling Grantee to install, inspect, maintain, repair, replace, enlarge, remove, and otherwise operate the pump station and all other aspects of the sewer system currently or that may be installed within the Revised Easement, at such times and utilizing such individuals and machinery as may be necessary, in Grantee's reasonable discretion. Grantee shall have the further right to remove trees, bushes, undergrowth and other obstructions interfering with the aforementioned rights (the rights granted in this paragraph hereinafter are referred to as the "Permitted Purposes").

WITNESSETH

The Grantor, on behalf of itself and its successors and assigns, in consideration of the covenants and agreements hereinafter recited and the sum of One and 00/100 Dollar (\$1.00), the receipt of which is hereby acknowledged and intending to be bound legally hereby, does hereby give, grant and convey unto the Grantee the Additional Easement Area and free uninterrupted and unobstructed access to the Revised Easement for the Permitted Purposes.

The right of the Grantor to freely use and enjoy its interest in the premises is reserved to Grantor insofar as the exercise thereof does not endanger or interfere with the Permitted Purposes, except that: (i) no building, structure or similar improvements shall be erected within the Revised Easement, (ii) the grade or ground cover over the Revised Easement shall not be altered by Grantor without the consent of the Grantee, (iii) no new pipes or conduits shall be placed by Grantor within ten (10) feet, measured horizontally, from the Revised Easement, and (iv) no excavation or blasting shall be carried on by Grantor that in any way endangers or unreasonably interferes with the sewer system. For purposes of the above restrictions, actions taken by third parties at the request of Grantor shall be deemed to be actions of Grantor.

TO HAVE AND TO HOLD the above-granted Additional Easement Area unto the same Grantee, its successors and assigns forever.

The Grantee agrees, by the acceptance of this Deed of Revised Easement, that upon any opening made in connection with any of the purposes of the Revised Easement, said opening shall be backfilled and resurfaced to as nearly as possible the same condition as existed when

said opening was made, provided that Grantee shall not be obligated to restore landscaping, other than re-sodding any grass that was removed upon entry, all such work to be done promptly and at the expense of the Grantee.

The Grantor covenants with the Grantee as follows:

1. That the Grantor is the owner in fee simple of the real estate hereby subjected to the Revised Easement and, apart from mortgage liens on the real estate, has good title to convey the same, having acquired said real estate by virtue of the RIDC Deed.

2. That the Grantor shall not interfere with the quiet enjoyment by Grantee of the Revised Easement.

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

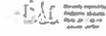
[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Grantor has duly executed this Deed of Revised Easement, as of the day and year first above written.

ATTEST

By *David T. Froese*
Secretary

GRANTOR
DUQUESNE LIGHT COMPANY



By *Lesley C. Gannon*

Name: *Lesley C. Gannon*

Title: *Sr Mgr, Real Estate & ROWs*

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this, the 20th day of DECEMBER, A.D., 2017, before me, a Notary Public, personally appeared, LESLEY C. GANNON

known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In Witness Whereof, I have set my hand and official seal.

Notary Public
Ch. G. V.

My Commission expires:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Christopher G Kefalos, Notary Public
Wilksburg Boro, Allegheny County
My Commission Expires March 25, 2018

IN WITNESS WHEREOF, the Grantee has duly executed this INDENTURE, all as of the day and year first above written.

ATTEST:

GRANTEE
THE MUNICIPAL AUTHORITY OF THE
CITY OF MCKEESPORT

By Mary Smitley
Mary Smitley, Secretary

By Dale McCall
Dale McCall, Chairman

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Allegheny) SS:
)

On this, the 18th day of December, A.D., 2017, before me, a Notary Public, personally appeared, DALE McCALL, as Chairman of the Board of The Municipal Authority of the City of McKeesport, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In Witness Whereof, I have set my hand and official seal.

Notary Public
Deborah A. Swank

My Commission expires. COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Deborah A. Swank, Notary Public
City of McKeesport, Allegheny County
My Commission Expires Sept. 14, 2018
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

I HEREBY CERTIFY that the precise residence and complete post office address of the within named Grantee is: _____

_____, 2017

Attorney for Grantee

Legal Description of
Center Street Lift Station Easement
Situate in the
City of McKeesport
Allegheny County, Pennsylvania

All that certain parcel of ground to be known as a 17' permanent sanitary lift station easement through lands now or formerly of Duquesne Light Company, as recorded in Deed Book Volume 15223 Page 414, also being designated as Parcel 4-12-2 as recorded in the National Works Plan No. 412 in Plan Book Volume 260 Page 145 in the Allegheny County Recorders office. Also known as as Tax Parcel 307-D-90, situate in the City of McKeesport, Allegheny County, Pennsylvania, and more fully described here to wit:

Beginning at a point on the eastern line of said property, also being the southern line of an existing 20' utility easement as shown in said plan, said point being located along an arc to the right having a radius of 431.68 feet and an arc length of 20.03 feet from the northeast corner of said property;

Thence from the point of beginning along the eastern line of said property, along an arc to the right having a radius of 431.68 feet and an arc length of 17.07 feet to the point;

Thence through said property by a curve to the right having a radius of 425.10 feet and an arc length of 42.08 feet to a point;

Thence through the same, North 76°16'54" West a distance of 39.00 feet to a point;

Thence through the same, North 13°43'6" East a distance of 17 feet to a point along the southern line of an existing 20' utility easement as shown in said plan;

Thence along the southern line an existing 20' utility easement as shown in said plan, South 76°16'54" East a distance of 39.00 feet to a point;

Thence along the same by a curve to the left having a radius of 408.10 feet and an arc length of 41.90 feet to a point on the eastern property line of said property, the point of beginning;

Containing 1377.78 square feet or 0.0316 acres

EXHIBIT "B"