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December 18, 2018

**VIA ELECTRONIC FILING**

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

Re: Municipal Contract – Deed Easement between Duquesne Light Company and  
Southwestern Pennsylvania Water Authority  
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 Deed Easement agreement dated December 12, 2018 between Duquesne Light Company and the Southwestern Pennsylvania Water Authority. Southwestern Pennsylvania Water Authority granted to Duquesne Light Company a temporary easement on its property situated in the Township of Monongahela, Greene County. The property is shown on the Greene County Tax Map 16-03 as Parcel Number 0115-D located on T 708 and described as vacant land. The agreement provides the right to construct, install, operate, maintain, repair, inspect, replace and remove said water lines.

Should you have any questions regarding the enclosed right of way, please contact Esther Stackhouse at 412-393-8915.

Respectfully Submitted,

A handwritten signature in blue ink that reads "Tishekia Williams / ekd".

Tishekia E. Williams  
Attorney ID#208997

Enclosures

## DEED OF EASEMENT

**THIS DEED OF EASEMENT**, made this 12<sup>th</sup> day of December, 2018, by and between **DUQUESNE LIGHT CO. ("DLC")**, 411 Seventh Avenue, P.O. Box 1930, Pittsburgh, PA 15230, a Pennsylvania limited liability company, hereinafter referred to as the "Grantor,"

A N D

**The SOUTHWESTERN PENNSYLVANIA WATER AUTHORITY**, P.O. Box 187, Jefferson, PA 15344, hereinafter referred to as the "Grantee,"

**WITNESSETH**, the parties intending to be legally bound, and that the Grantor, for and in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, by these presents does grant and convey to the said Grantee, its successors and assigns, a permanent and/or temporary right of way or easement for the construction, installation, operation, inspection, repair, maintenance, replacement, and removal of a water line or water lines, and the necessary appurtenances in, under, and through, all that certain piece, parcel, or lot of land situate in the Township of Monongahela, County of Greene, Commonwealth of Pennsylvania, as shown on Greene County Tax Map 16-03 as Parcel Number 0115-D located on T 708 and described as vacant land.

See Greene County Record Book 0589, Page 0835.

For the location of the easement or right of way, refer to Bankson Engineers, Inc. Drawings Numbered 2-507-995-1 and 2-507-995-2 attached hereto.

Together with free ingress, egress, and regress to and for the Grantee, its successors and assigns, at all times hereafter, into, upon, and out of said lands.

Grantor hereby agrees not to construct a permanent building or other structure over, or excavate above or place a substantial amount of earth over, the pipeline or pipelines provided for herein.

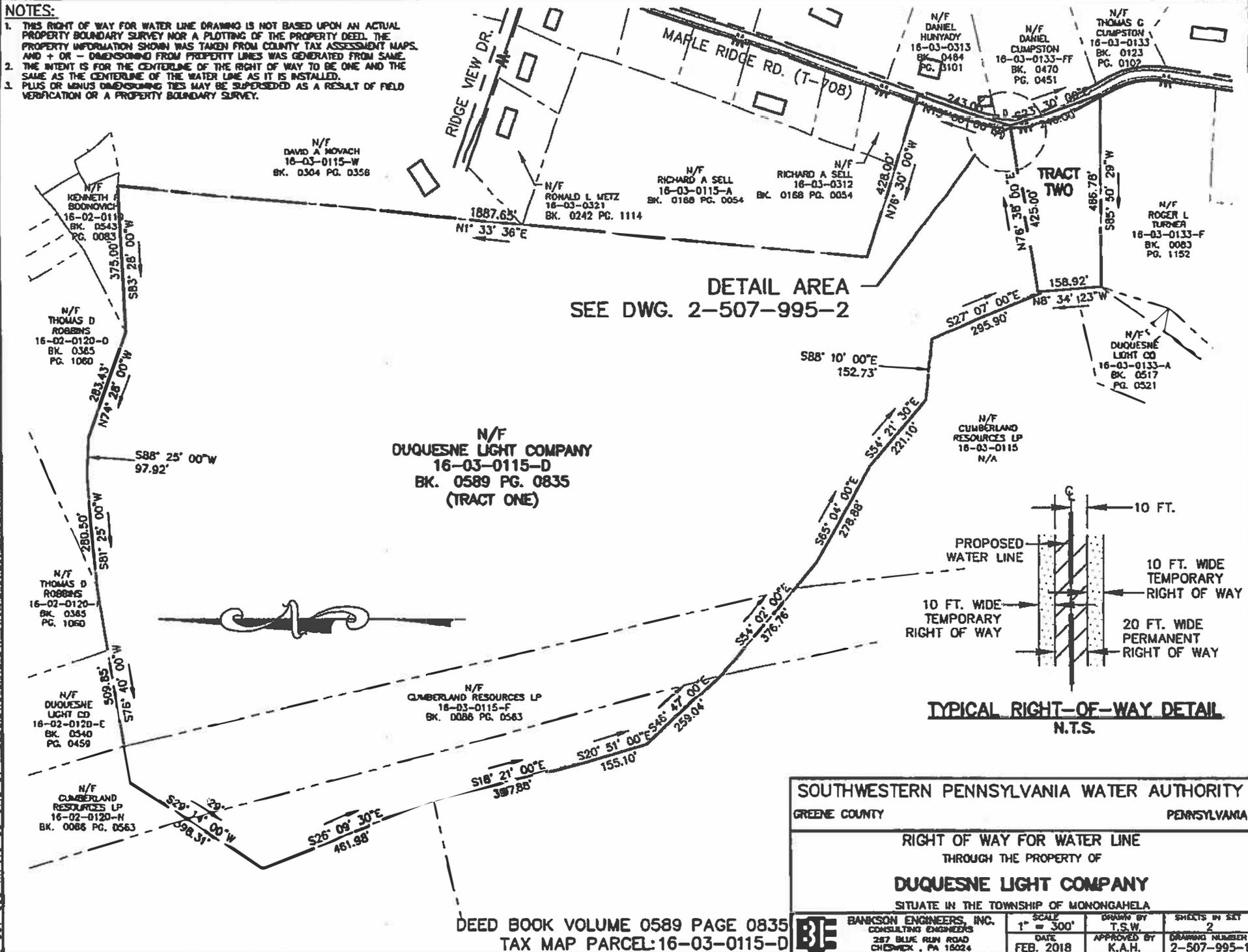
By accepting this right of way or easement, Grantee covenants to restore the surface of the land itself to its same or similar condition whenever it is disturbed in the exercise of any rights granted hereunder. Grantee further covenants to obtain all applicable permits and authorizations necessary to construct, install, operate, inspect, repair, maintain, replace and remove said water lines. It is understood by the parties that this Deed of Easement is not a release for damage caused by the careless, negligent or reckless acts of the Grantee or any contractor employed by the Grantee. It is understood that Grantee will not replace trees, shrubs and vegetation, other than grass, in the event any are damaged.

DLC will 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.



**NOTES:**

1. THIS RIGHT OF WAY FOR WATER LINE DRAWING IS NOT BASED UPON AN ACTUAL PROPERTY BOUNDARY SURVEY NOR A PLOTTING OF THE PROPERTY DEED. THE PROPERTY INFORMATION SHOWN WAS TAKEN FROM COUNTY TAX ASSESSMENT MAPS AND + OR - DIMENSIONING FROM PROPERTY LINES WAS GENERATED FROM SAME.
2. THE INTENT IS FOR THE CENTERLINE OF THE RIGHT OF WAY TO BE ONE AND THE SAME AS THE CENTERLINE OF THE WATER LINE AS IT IS INSTALLED.
3. PLUS OR MINUS DIMENSIONING TIES MAY BE SUPERSEDED AS A RESULT OF FIELD VERIFICATION OR A PROPERTY BOUNDARY SURVEY.



2-507-995-XX (16-03-0115-D) - DLCO.DWG SAVE BY: JTW/LEF 3/28/2018 4:04:16 PM

DETAIL AREA  
SEE DWG. 2-507-995-2

**TYPICAL RIGHT-OF-WAY DETAIL**  
N.T.S.

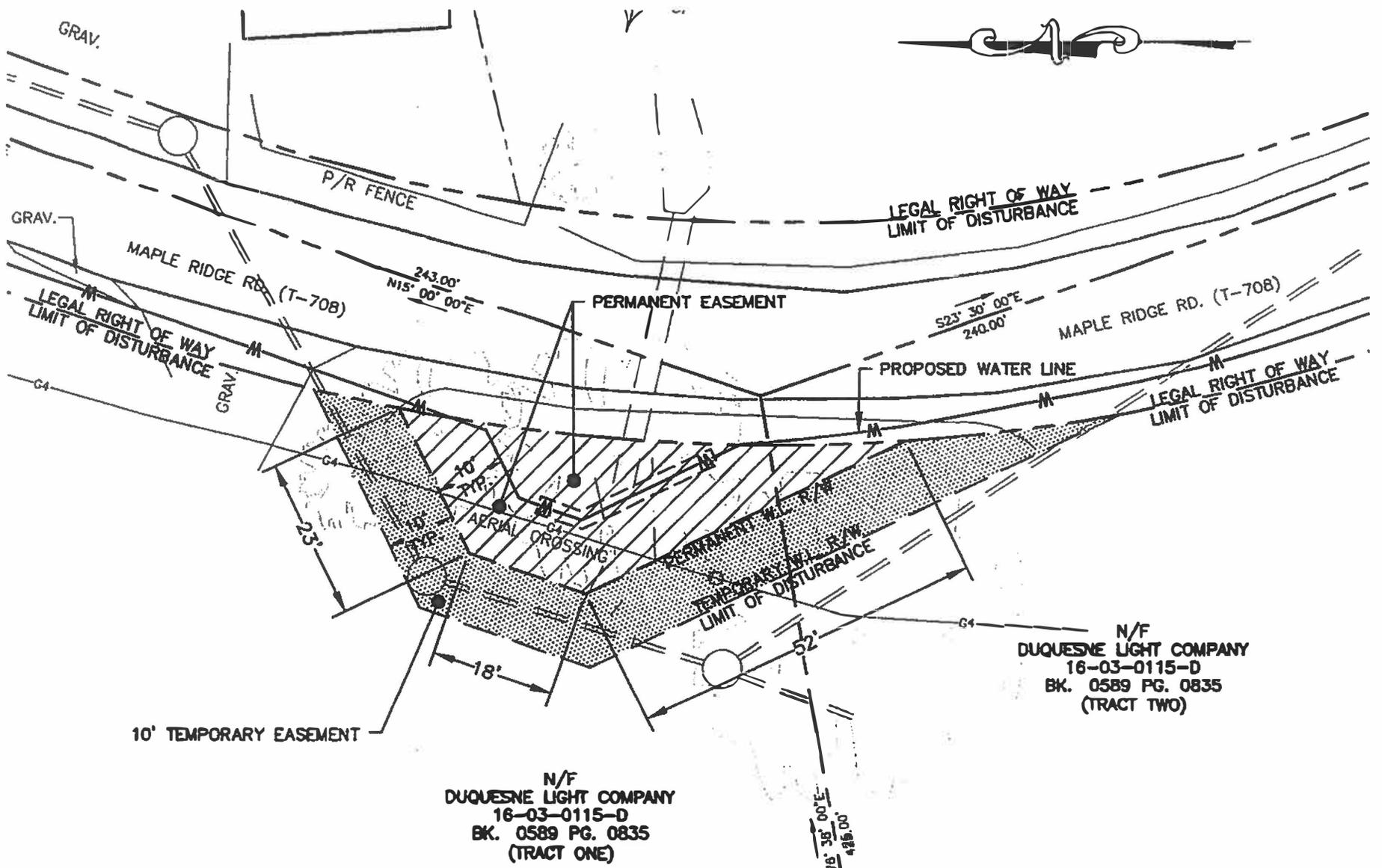
**SOUTHWESTERN PENNSYLVANIA WATER AUTHORITY**  
GREENE COUNTY PENNSYLVANIA

RIGHT OF WAY FOR WATER LINE  
THROUGH THE PROPERTY OF  
**DUQUESNE LIGHT COMPANY**  
SITUATE IN THE TOWNSHIP OF MONONGAHELA

DEED BOOK VOLUME 0589 PAGE 0835  
TAX MAP PARCEL: 16-03-0115-D

<b>BE</b> BANKSON ENGINEERS, INC. CONSULTING ENGINEERS 257 BLUE RUN ROAD CHESWICK, PA 15224	SCALE 1" = 300'	DRAWN BY T.S.W.	SHEETS IN SET 2
	DATE FEB. 2018	APPROVED BY K.A.H.	DRAWING NUMBER 2-507-995-1

2-507-995-XX (16-03-0115-D) - DLCO.DWG.SAVE BY: TMOLEE 3/29/2018 4:04:16 PM



10' TEMPORARY EASEMENT

N/F  
DUQUESNE LIGHT COMPANY  
16-03-0115-D  
BK. 0589 PG. 0835  
(TRACT ONE)

N/F  
DUQUESNE LIGHT COMPANY  
16-03-0115-D  
BK. 0589 PG. 0835  
(TRACT TWO)

SOUTHWESTERN PENNSYLVANIA WATER AUTHORITY  
GREECE COUNTY PENNSYLVANIA

RIGHT OF WAY FOR WATER LINE  
THROUGH THE PROPERTY OF  
**DUQUESNE LIGHT COMPANY**  
SITUATE IN THE TOWNSHIP OF MONONGAHELA

DEED BOOK VOLUME 0589 PAGE 0835  
TAX MAP PARCEL: 16-03-0115-D

<b>BE</b> BANKSON ENGINEERS, INC. CONSULTING ENGINEERS 267 BLUE RUN ROAD CHESWICK, PA 15024	SCALE 1" = 20'	DRAWN BY T.S.W.	SHEETS IN SET 2
	DATE FEB. 2018	APPROVED BY K.A.H.	DRAWING NUMBER 2-507-995-2