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December 18, 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 – 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 16-02 as Parcel Number 0120-E located on SR 0088 and described as vacant land. The agreement provides which provides the right to construct, operate, maintain, repair, 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/ekp'.

Tishekia E. Williams
Attorney ID#208997

Enclosures

DEED OF EASEMENT

THIS DEED OF EASEMENT, made this 17th 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 16-02 as Parcel Number 0120-E located on SR 0088 and described as vacant land.

See Greene County Record Book 0540, Page 0459.

For the location of the easement or right of way, refer to Bankson Engineers, Inc. Drawings Numbered 2-507-964-1 and 2-507-964-2 attached hereto.

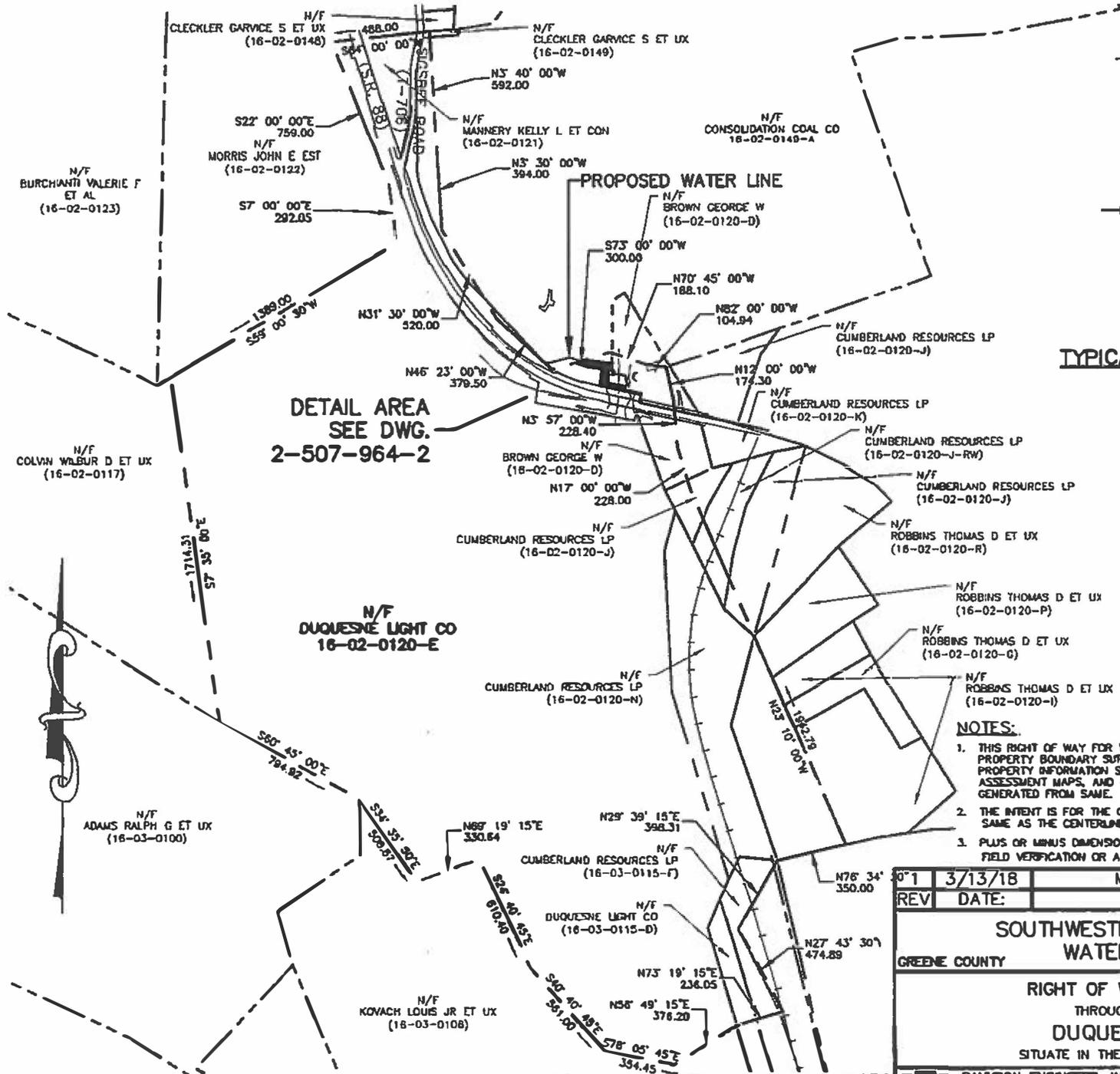
Together with free ingress, egress, and regress to and for the Grantee, its successors and assigns, at all times hereafter, into, upon, and out of said lands.

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.

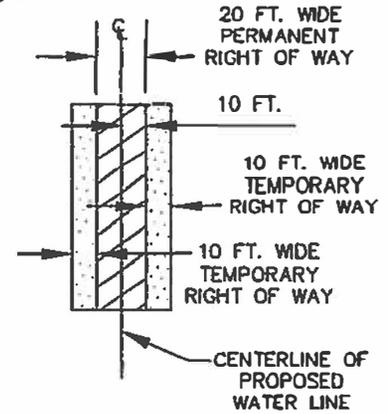
By accepting this right of way or easement, Grantee covenants to restore the surface of the land itself to its same or similar condition whenever it is disturbed in the exercise of any rights granted hereunder. Grantee further covenants to obtain all applicable permits and authorizations necessary to 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.

2-507-964-XX - (DUQUESNE LIGHT 16-02-0120-E).DWG. SAVE BY: THOLEE 3/19/2018 4:30:18 PM



DETAIL AREA
SEE DWG.
2-507-964-2



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

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 GREENE 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.

NO	1	3/13/18	MISC. DRAFTING EDITS	T.S.W
REV		DATE:	DESCRIPTION	OWN:
SOUTHWESTERN PENNSYLVANIA WATER AUTHORITY GREENE COUNTY PENNSYLVANIA				
RIGHT OF WAY FOR WATER LINE THROUGH THE PROPERTY OF DUQUESNE LIGHT CO. SITUATE IN THE TOWNSHIP OF MONONGAHELA				
BTE BANKSON ENGINEERS, INC. CONSULTING ENGINEERS 287 BLUE RAIN ROAD CHESWICK, PA 15024		SCALE 1" = 700' DATE JAN. 2018	DRAWN BY T.S.W. APPROVED BY K.A.H.	SHEETS IN SET 2 DRAWING NUMBER 2-507-964-1

DEED BOOK VOLUME 0540 PAGE 0459
TAX MAP PARCEL: 16-02-0120-E

