



Emily M. Farah  
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July 16, 2019

**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 - Easement Agreement between Duquesne Light Company and  
Creswell Heights Joint Authority  
Docket No. U-2019-\_\_\_\_\_**

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 an Easement Agreement dated June 14, 2019 between Duquesne Light Company and Creswell Heights Joint Authority. Duquesne Light Company granted to Creswell Heights Joint Authority a right of way on its property situated on Route 51, Jordan Street in the Hopewell Township, Beaver County, which provides the right to construct, maintain, remove, and repair a water main line. Consideration in the amount of one dollar (\$1.00) was exchanged for the enclosed.

Should you have any questions regarding the enclosed right of way, please contact Chris Kefalos at 412-393-8725.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read 'Emily M. Farah', is written over the typed name and ID number.

Emily M. Farah  
Attorney ID#322559

Enclosures



## REAL PROPERTY EASEMENT AGREEMENT

THIS REAL PROPERTY EASEMENT AGREEMENT (this "Agreement") is made and effective this 14<sup>th</sup> day of JUNE, 2019 (the "Effective Date") by and between DUQUESNE LIGHT COMPANY, doing business at 411 Seventh Avenue, Pittsburgh, PA 15219 ("Grantor") and CRESWELL HEIGHTS JOINT AUTHORITY, a Municipal Authority, doing business at 3961 Jordan Street, South Heights, PA 15081 ("Grantee"). Capitalized terms not otherwise defined herein will have the meanings ascribed to them in Section 13.

**In consideration for the sum of One (\$1.00) Dollar and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:**

1. **Grant of Easement.** In lieu of condemnation, Grantor hereby grants and conveys to Grantee a permanent easement and right of way on, in and/or under that certain parcel of real property being designated by the Beaver County taxing authority as Tax Parcel No. 65-204-0108.000, and located on/at State Route 0051, Jordan Street in Hopewell Township, Beaver County, Pennsylvania (the "Property"). The easements and rights-of-way contained herein will be perpetual and will be appurtenant to and will run with the land.

2. **Term.** This Agreement and all rights granted herein will commence on the Effective Date and terminate automatically, and any and all rights granted to Grantee hereunder will automatically revert to Grantor, upon the earlier to occur of the following events: (i) on the date this Agreement is terminated by Grantor due to a Default by Grantee; (ii) if any creditor or lender of Grantee exercises any rights against the Property or the Easement Area; (iii) upon notice of surrender as provided in Section 6.E below (the "Term"). Upon Grantor's request, Grantee will execute any instruments reasonably requested by Grantor terminating this Agreement, transferring the Easement Area to Grantor or its designee, or waiving or releasing any rights of Grantee herein consistent with the foregoing. All obligations of Grantee in this section will survive the expiration or termination of this Agreement.

3. **Easement Area.** The grant of easement in Section 1 hereof will be limited to the Seven Hundred Seventeen (717) square foot area depicted in Exhibit A and more particularly described in Exhibit B, attached hereto and made a part hereof. Grantor does not warrant title to the Property and this grant is made under, subject and subordinate to any and all encumbrances, easements, licenses, rights-of-way, servitudes, permits, encroachments, strips, roadways, estates, covenants, conditions, exceptions, reservations, restrictions, disputes, prior grants apparent with a physical inspection of the Property, implied by law or shown or referred to by grants or instruments, whether recorded or unrecorded. **By entering into this Agreement, Grantee acknowledges that it has inspected and accepted the Property and Easement Area "AS IS" with no representation or warranty by Grantor of any kind whatsoever, express or implied, including but not limited to the suitability of the Easement Area or the Property for the Permitted Purpose.**

4. **Permitted Purpose and Improvements.**

A. **Permitted Purpose.** Grantee may use the Easement Area solely for: the purposes of constructing, maintaining, removing, repairing, replacing, and or servicing a water main line and its appurtenances, and the right of ingress and egress for such purposes (the "Permitted Purpose").

B. **Improvements.** Subject to Section 61.H below, Grantee may install, build or construct the following improvements to the Property: a water main line and appurtenances thereto (the "Improvements"). Grantee will, at Grantee's sole expense, deliver to Grantor an as-built drawing or survey depicting the location and construction of the Improvements promptly upon completion of construction of or material modifications to the Improvements.

5. **Grantee Warrantees.** Grantee represents and warrant that:

A. All materials, including by way of example, any fill or building materials, added to the Property by Grantee or the Grantee Parties are in full compliance with Applicable Law.

B. Grantee will not undertake, permit or omit to take any action which results in a lien or encumbrance being imposed on the Property and will cause any such liens or encumbrances to be immediately released of record at Grantee's sole expense. If requested by Grantor, Grantee will execute, or will secure Grantee Parties' execution of Grantor's Stipulation Against Liens Agreement and will file it in the appropriate governmental offices.

C. Grantee will pay all taxes and any tax increases assessed by any governmental authorities that are directly attributable to Grantee Operations.

6. **Grantee Obligations.**

A. **Control of Easement Area.** Grantee will institute rules concerning safety and hazard avoidance on the Easement Area and will provide a copy of the rules to Grantor. Grantee will be solely responsible for initiating, maintaining, implementing, controlling and supervising all health, safety and environmental precautions, rules and programs in connection with this Agreement, Grantee Parties and/or Grantee Operations, and all such precautions, rules and programs will meet or exceed the standard for the industry in which Grantee operates or involving the Permitted Purpose. Grantee will (and will cause Grantee Parties to) observe and comply with all of Grantee's precautions, rules, programs and directives, including, but not limited to, Grantee's safety policies and safe work practices consistent therewith. Grantee will supervise and direct all Grantee Operations, using its best skill and attention, and Grantee will be solely responsible for and have control over the means, methods, techniques, sequences and procedures of all Grantee Operations and Grantee Parties. Notwithstanding anything contained in this Agreement to the contrary, Grantor disclaims any right to control Grantee's manner of performance of Operations or any Grantee Party. Grantee and Grantee Parties are not now, and will not be construed to be, employees, contractors, partners, joint venturers, agents or representatives of Grantor.

B. **Security.** Grantee will be solely responsible for Grantee Parties' security, including the security of all Grantee Parties' property brought onto, located at or constructed in or upon the Property. Grantee will comply with and be responsible for Grantee Parties' compliance with any security protocols or procedures applicable to the Property or Grantor Operations of which Grantee is advised by Grantor.

C. **Compliance with Applicable Law.** Grantee will (and will require Grantee Parties to) comply with all Applicable Law which at any time now or in the future may apply to the Easement Area, the Permitted Purpose, Grantee Operations or the Improvements. The provisions of 41 CFR Section 60-1.4(a) and of 29 CFR Part 471, Appendix A to Subpart A, if applicable, are incorporated herein by reference. In addition, Grantee and Grantee Parties shall abide by the requirements of 41 CFR Section 60-300.5(a) and 41

CFR Section 60-741.5(a). These regulations, respectively, prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.

D. **Property Damages.** Except as expressly permitted herein, Grantee will not damage, alter, change or modify the Property or any improvements, machinery, equipment, personal property, supplies, fences, timber or crops. Should Grantee fail to comply with the preceding sentence, Grantee will, at its sole cost and expense, promptly restore the same in all material respects to substantially the same condition as existed prior to such damage, destruction, alteration, change and/or modification. The obligations of Grantee in this section will survive the termination of this Agreement.

E. **Surrender.** In the event that Grantee intends to discontinue use of the Easement Area, this Agreement will terminate upon written notice of such intention to Grantor. Upon termination of this Agreement for any reason, Grantee will, at its sole cost and expense, restore the Easement Area and any other portion of the Property affected by Grantee Operations to its condition as of the Effective Date, reasonable wear and tear excepted. All obligations of Grantee in this section will survive the expiration or termination of this Agreement.

F. **Reclamation.** After completion of any construction in the Easement Area, or any subsequent work in the Easement Area related to maintenance, repair, replacement, operation, inspection, service or removal, Grantee will promptly commence and diligently pursue reclamation of all disturbed areas of the Property relating to Grantee Operations in accordance with Applicable Law and this Agreement and will re-grade and/or re-pave all then-existing roads as may have been damaged by the Grantee Operations as necessary to restore said roads to the condition as existed prior to the Grantee Operations. Promptly upon completion of said reclamation, Grantee Parties will remove all equipment and personal property placed upon the Property, other than such equipment and property necessary for continuing Grantee Operations. The obligations of Grantee in this section will survive the termination of this Agreement.

G. **Insurance.** Grantee agrees to keep and maintain at all times, and to cause Grantee Parties who enter the Property to keep and maintain while they are on the Property for any reason, insurance coverages and amounts reasonably acceptable to Grantor, including without limitation, the insurance requirements including the limits set forth on Exhibit C hereto. **Notwithstanding any other provision in this Agreement or in Exhibit C, Grantee will not have any right or privilege to enter (or permit any Grantee Party to enter) the Property for any reason until Grantee has provided Grantor with evidence of the insurance set forth on Exhibit C.** Grantor reserves the right to modify Exhibit C from time to time but no more frequently than five (5) years after the later of the Effective Date or the last amendment to Exhibit C.

H. **Construction and Bonding.** No fewer than sixty (60) days prior to commencing any construction of or modification to the Property, the Easement Area or any Improvements, Grantee will provide written notice to Grantor of such construction or modification, which notice will detail the nature, timing and scope of such construction or modification (the "Construction Plan"). Grantor reserves the right to request that Grantee submit a performance bond for any construction or modification work in the amount of one hundred percent (100%) of the value of such construction or modification. The performance bond

must be either in the form supplied by Grantor or in such other form as approved by Grantor. The performance bond must make reference to this Agreement and permit draws by Grantor when Grantor, in its reasonable discretion, determines that Grantee has not complied with the Construction Plan, or Grantee's or Grantee Parties' malfeasance, misfeasance, or breach of this Agreement. The purpose of the bond is to secure the adequate performance of the Construction Plan. The performance bond will not be transferable.

I. **Assignment.** Grantee agrees not to transfer, assign, sublet, pledge or encumber, in whole or in part, this Agreement, the ROW, the Power line or the rights granted herein without Grantor's prior written consent, which consent may be withheld, delayed or conditioned at Grantor's sole discretion. Any transfer in violation of the provision above will be void and of no force or effect.

J. **Prohibited Activities.** Grantee will not permit animals, alcohol, drugs, firearms, hunting or any unlawful activity of any kind on the Property. Grantee will not dump or dispose of any waste or refuse in, on or under any portion of the Property. Grantee will not permit any operation or activity to be conducted on the Property except as otherwise specifically permitted or otherwise required in this Agreement.

7. **Default.** If Grantee or any Grantee Party fails to (i) satisfy the insurance requirements set forth on **Exhibit C** as required by this Agreement or such insurance is cancelled, expires or is terminated in violation of this Agreement, or (ii) abide by or perform any term, covenant or condition of this Agreement (other than as described in (i)) within fifteen (15) days after written notice from Grantor (any such failure in (i) or (ii) is a **"Default"**), then Grantor will have the option to either (a) immediately terminate this Agreement, (b) cure any such Default and Grantee will promptly pay to Grantor all amounts expended or advanced by Grantor in connection therewith, and/or (c) exercise any rights or remedies that Grantor has at law or in equity related to such Default.

8. **Release.** Grantee hereby forever waives, releases and discharges all Grantor Parties from any and all Claims or any loss or damage to the Property, or any property of Grantee which may occur from any cause by or reason of (i) Grantee Operations, any Grantee Party, the condition of the Property, or use or operations by any Grantor Party. Grantee will (a) take any and all actions necessary to monitor, maintain, mitigate and protect the Grantee Operations, Grantee Parties and any property of Grantee Parties against loss or damage arising from operations of Grantor Parties; and (b) repair, replace and restore, at its sole cost and expense, any property of Grantee Parties necessary for the Permitted Purpose which was lost or damaged by operations of Grantor Parties.

9. **Assumption of Risk.** Grantee knowingly and voluntarily accepts and assumes all risks and hazards associated with the Property and Grantee Operations, including, but not limited to, possible injury, damage or loss of life, and any resulting Claims. Grantee hereby accepts all risk of damage to the Easement Area, Grantee Parties, or any property of Grantee from the condition of the Property.

10. **Indemnity.** Grantee, and its successors and assigns, agrees to indemnify, defend and hold harmless Grantor Parties from and against any and all Damages sustained by any Grantor Party, any Grantee Party, or any other person or entity arising out of: (i) any Grantee Operations and/or presence of Grantee Parties on the Property; (ii) any Grantee Party's Default under this Agreement; (iii) any act or omission of Grantee Parties, except to the extent that such Claims are caused by the gross negligence of

Grantor; (iv) any discharge, release, threatened release or presence of any hazardous substance in, on or under the Property caused or exacerbated by any Grantee Party, including, without limitation, all costs of removal and disposal of such hazardous substance; and/or (v) all other reclamation and remediation costs, and/or any restoration costs with respect to Grantee Operations. The rights set forth in this section will be in addition to any other rights Grantor may have under Applicable Law and will not be construed to negate or abridge or otherwise reduce any right of Grantor or obligation of Grantee which would otherwise exist. This indemnity will survive the expiration or termination of this Agreement.

11. **Reservation and Cooperation.** Grantor excepts from this Agreement and the Easement Area, and reserves unto Grantor and Grantor's successors and assigns, any rights not expressly granted herein, including but not limited to the right to install electrical transmission and distribution infrastructure on, under over or across the Property, the Easement Area or the Improvements, provided that such new installation by Grantor will not interfere with the Permitted Purpose. Grantee agrees to fully cooperate with and support Grantor's permitting and regulatory approval activities occurring on the Property, provided such activities do not interfere with the Permitted Purpose. To the extent such Grantor activities will not interfere with the Permitted Purpose, Grantee will not object to any permits, applications or other requests of Grantor to governmental authorities or appeal any approval, declaration, permit or order in favor of Grantor relating to the Property.

12. **THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE, OR INSURE THE TITLE TO THE COAL, OIL, GAS AND OTHER MINERALS AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL, OIL, GAS AND OTHER MINERALS MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL, OIL, GAS AND OTHER MINERALS, AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDINGS OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE OR 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, PL. 984.**

13. **Definitions.** Capitalized terms used herein, and not otherwise defined, will have the following meanings:

A. "Affiliates" will mean any individual, corporation, partnership, limited liability company or other entity that, now or in the future, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with the given entity. For this purpose, "control" means possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or other ownership interest, by contract or otherwise).

B. "Applicable Law" will mean all federal, state, local and municipal laws, statutes, codes, acts, constitutions, ordinances, judgments, decrees, injunctions, advisories, circulars, orders, resolutions, rules, regulations, permits, licenses, authorizations, administrative orders, standards, directives and other requirements of any governmental entity, whether now or hereafter enacted, created or promulgated, of any kind or nature, including without limitation all zoning, land use, building, health, labor standards, workers' compensation, security and environmental laws.

- C. "Construction Plan" will have the meaning set forth in Section 6.H.
- D. "Damages" will mean: (i) any and all losses, suits, proceedings, actions or causes of action, in law or at equity, demands, penalties, fees, charges, assessments, liability (including without limitation environmental liability), damages, claims, judgments and executions, costs and expenses of any kind, fines, taxes, interest, including, without limitation, attorney's fees, expert's fees, court costs and other out-of-pocket fees and disbursements, whether existing or incurred or asserted in the future, in connection with (i) any such claim or the defense thereof, (ii) amounts paid in settlement, orders, liens, or decrees, (iii) any injury of any kind and nature to persons (including without limitation sickness, illness and death) or damage to real or personal property, including without limitation the Property; or (iv) consequential, punitive damages, contribution or indemnity, and with respect to any of the foregoing, whether known or unknown, foreseen or unforeseen, contingent or otherwise, whether threatened or actual, direct or indirect, whether sustained or brought by or against any Grantee Party, any Grantor Party or any other persons or entities.
- E. "Default" will have the meaning set forth in Section 7.
- F. "Grantee" will have the meaning set forth in the recitals to this Agreement.
- G. "Grantee Operations" will mean any Grantee Party's use and occupancy of the Property and all activities and operations of any Grantee Party's conducted on, from or underlying the Property, including all activities in connection with the Improvements and the rights granted herein.
- H. "Grantee Parties" will mean Grantee and its Affiliates and each of their respective shareholders, directors, officers, members, employees, consultants, contractors, subcontractors, agents, visitors, licensees, invitees, successors and assigns. Each of the Grantee Parties may sometimes be referred to herein as a "Grantee Party."
- I. "Grantor" will have the meaning set forth in the recitals to this Agreement.
- J. "Grantor Operations" will mean Grantor or any Grantor Party's use and occupancy of the Property and all activities and operations of Grantor or any Grantor Party's conducted on, from or underlying the Property, which may include, without limitation, the presence of electrical, communications or other infrastructure on, under and through the Property.
- K. "Grantor Parties" will mean Grantor and its Affiliates and each of their respective shareholders, directors, officers, members, employees, consultants, contractors, subcontractors, agents, visitors, licensees, invitees, successors and assigns. Each of the Grantor Parties may sometimes be referred to herein as a "Grantor Party."
- L. "Improvements" shall mean those real property modifications set forth in Section 4.B.
- M. "Permitted Purpose" shall mean those activities and uses set forth in Section 4.A.
- N. "Property" will have the meaning set forth in Section 1.
- O. "Term" will have the meaning set forth in Section 2.

14. **General Agreement Governance.**

A. Any dispute, controversy or claim arising out of or under this Agreement shall first be negotiated by the Parties. Any disagreement or dispute between the Parties shall, if not promptly resolved by mutual agreement, be reduced to writing and submitted to executive officers of each Party designated by such Party to handle such disputes. Within thirty (30) days of the submittal, such executive officers may, upon mutual agreement, meet to attempt to resolve the dispute and to hear any arguments that a Party wishes to make in connection therewith. If the executive officers reach an agreement of the disposition of the dispute, they shall promptly issue their joint written decision resolving the dispute. Any dispute resolved by such decision shall be conclusively and finally decided and shall not be the subject of any litigation. Should the executive officers be unable to promptly resolve a dispute, either party may commence litigation.

B. This Agreement is governed by, enforced and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without regards to its internal conflict of law principles. Any litigation shall be filed and pursued exclusively in either state or federal court in Pittsburgh, Pennsylvania and the Parties hereto waive any claim based on inconvenient forum or venue, or lack of jurisdiction. Neither party may claim the right to a trial by jury. Both Parties waive any right they may have under applicable law or otherwise to a trial by jury.

C. Except as otherwise expressly provided in this Agreement, all notices and other communications which are required or may be given pursuant to this Agreement must be given in writing and delivered personally, by courier, or by registered or certified mail, postage pre-paid, return receipt requested to the addresses below, or to such other address as designated by either Party in writing to the other Party.

Grantor Notice Address:

Duquesne Light Company  
Real Property Division  
Mail Drop: S-PM  
1800 Seymour Street  
Pittsburgh, PA 15233

Grantee Notice Address:

General Manager  
Creswell Heights Joint Authority  
PO Box 301  
South Heights, PA 15081

D. Grantee shall not use Grantor's name or issue any public releases including, but not limited to, news releases, advertising, technical publications and responses to media inquiries, relating to this Agreement without the prior written consent of Grantor.

E. This Agreement may be recorded by the Grantee.

F. To the extent permitted by Applicable Law, the Parties waive any provision of applicable law that renders any provision of this Agreement invalid, illegal, or unenforceable in any respect. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, such provision will be deemed to be amended to the extent necessary to render the provision valid, legal and enforceable. Should any provision of this Agreement be rendered invalid or unenforceable by reason of any existing or subsequently enacted federal or state laws and those rules or regulations promulgated thereunder, or by a decree or order of any court of competent jurisdiction, the remaining Agreement parts or provisions will remain in full force and effect.

G. Survival. Those provisions in this Agreement that either (i) expressly provide that they survive or (ii) by their nature are intended to survive expiration or termination, will survive termination of this Agreement.

H. This is the entire agreement between the Parties. The terms of this Agreement supersede in full all statements and writings between the Parties or others pertaining to the transaction set forth in this Agreement. This Agreement will extend to and be binding upon the Parties, their representatives, successors, heirs and assigns. No modification, amendment, or change of this Agreement will be valid or binding unless the same is in writing and signed by all Parties hereto.

I. The failure or delay of Grantor to provide notice of Default (if required), or of either Party to exercise any right, remedy, power or privilege hereunder, will not be construed as a waiver of such Default, right, remedy, power, or privilege unless made in writing by the Party waiving such Default, right, remedy, power or privilege. Any such written waiver will not operate as or be construed as a waiver by Grantor of any subsequent Default or of any subsequent right, remedy, power or privilege that either Party may have.

J. This Agreement will be binding upon and inure to the benefit of the Parties and their respective permitted transferees, successors and assigns and is for the sole benefit of the Parties. Except as expressly set forth in this Agreement, nothing herein, express or implied, is intended to or will confer upon any party other than the Parties, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

K. Notwithstanding any language in this Agreement to the contrary, if required by Title 66, Section 507 of the Pennsylvania Public Utility Code, Grantor will file a copy of this Agreement with the Pennsylvania Public Utility Commission and this Agreement shall become effective in accordance therewith.

L. This Agreement may be executed in one or more counterparts, which, when taken together, will constitute a single original agreement.

IN WITNESS WHEREOF, the Parties hereto intending to be legally bound thereby, have caused this Agreement to be executed by their proper officers, and have caused their respective seals to be affixed hereto, the day and year first above written.

**CRESWELL HEIGHTS JOINT AUTHORITY**

By: Richard Tranter  
Richard Tranter, CHAIRMAN

ATTEST:  
Name: Allen W. Kephart  
Title: CHJA Chairman SECRETARY

**DUQUESNE LIGHT COMPANY**

By: Lesley C. Gannon  
Lesley C. Gannon  
Senior Manager,  
Real Estate and Rights of Way

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS.  
COUNTY OF ALLEGHENY )

On this 1<sup>st</sup> day of July, 2019, before me, a Notary Public, the undersigned officer, personally appeared **Lesley C. Gannon**, known to me (or satisfactorily proven) to be Senior Manager of Real Estate and Rights of Way at Duquesne Light Company, and acknowledge that she is authorized to executed the agreement above.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Commonwealth of Pennsylvania - Notary Seal  
Christopher G. Kefalos, Notary Public  
Allegheny County  
My commission expires March 25, 2022  
Commission number 1186688  
Member, Pennsylvania Association of Notaries

  
\_\_\_\_\_  
Notary Public

My commission expires

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS.  
COUNTY OF BEAVER )

On this 15<sup>th</sup> day of June, 2019 before me, a Notary Public, the undersigned officer, personally appeared **Richard Tranter**, known to me (or satisfactorily proven) to be Chairman of the Governing Board of the Creswell Heights Joint Authority, and acknowledge that he is authorized to executed the agreement above.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Commonwealth of Pennsylvania  
Notarial Seal  
DENISE M DECANIO - Notary Public  
SOUTH HEIGHTS BORO, BEAVER COUNTY  
My Commission Expires Jul 19, 2021

*Denise M Decanio*  
Notary Public

My commission expires



EXHIBIT A

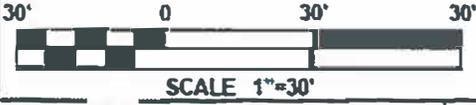
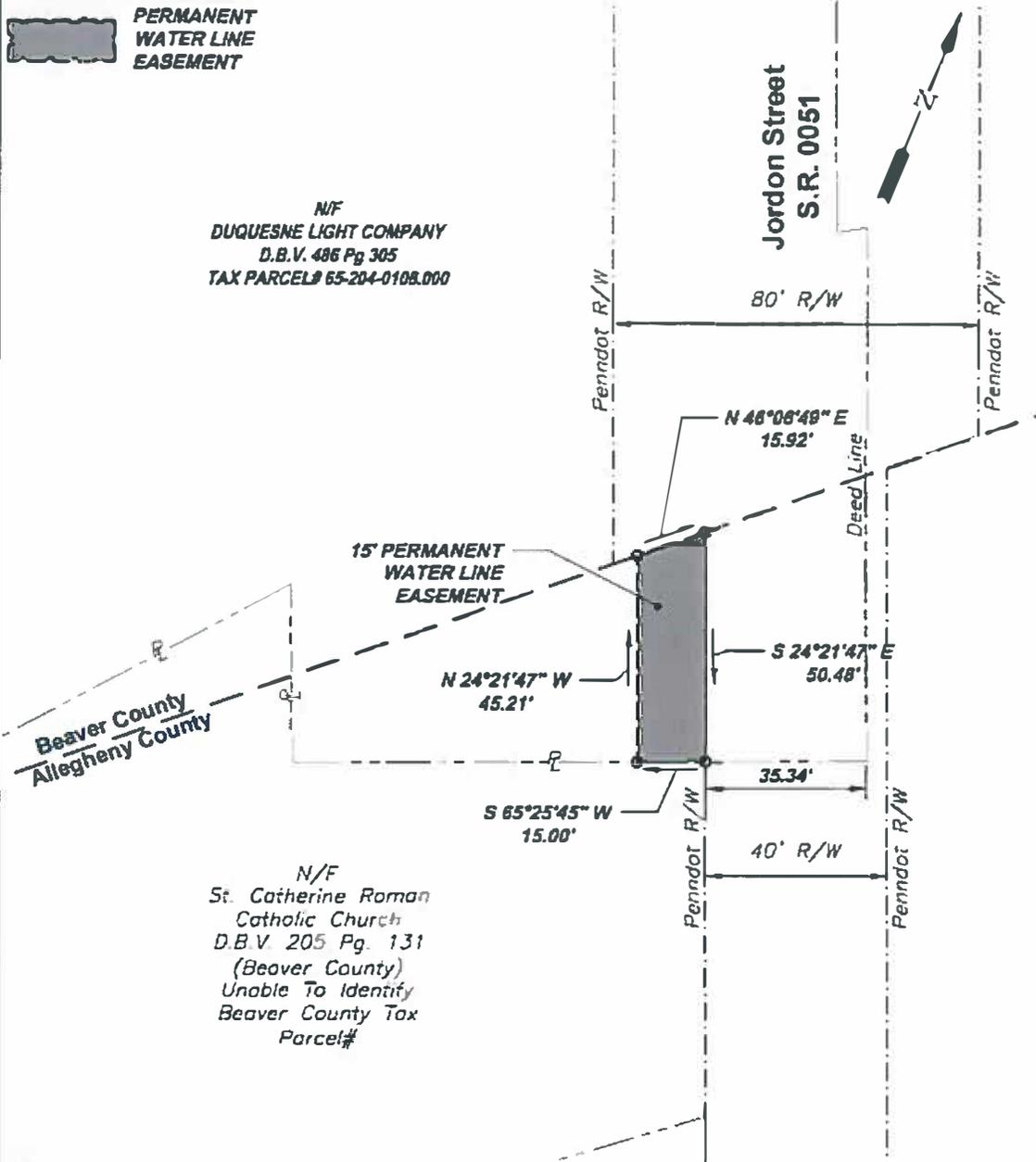
Reference KLH Drawing No. 318-24 C4

**PERMANENT WATER LINE EASEMENT**

N/F  
DUQUESNE LIGHT COMPANY  
D.B.V. 486 Pg 305  
TAX PARCEL# 65-204-0108.000

Jordon Street  
S.R. 0051

1:24,314 D:\proj\318-24 C4\318-24 C4.dwg 15 02 2018 10:48:02 AM PLOTTER: 11x 17in



N/F  
St. Catherine Roman  
Catholic Church  
D.B.V. 205 Pg. 131  
(Beaver County)  
Unable To Identify  
Beaver County Tax  
Parcel#

**CRESSWELL HEIGHTS JOINT AUTHORITY  
BEAVER COUNTY, PENNSYLVANIA  
RIGHT OF WAY - EASEMENT PLAN**

**ROUTE 51 TO JEANETTE STREET  
WATER LINE REPLACEMENT  
CONTRACT NO. 2018-02  
R/W THRU LANDS OF  
DUQUESNE LIGHT COMPANY**

THIS EASEMENT/RIGHT OF WAY PLAN IS PREPARED BASED UPON THE DEED OF RECORD IN THE COUNTY RECORDERS OFFICE AND REFLECTS THE ACCURACY AND/OR INACCURACY OF THAT DOCUMENT AND DOES NOT IN ANY WAY CONSTITUTE A PROPERTY SURVEY.

**KLH ENGINEERS, INC.**  
1177 Campbell Run Road  
Pittsburgh, PA 15228  
Phone: 412.261.8100  
Fax: 412.261.8125

Date:	7/25/18	Drawn By:	JCC	Approved By:	T91	Order No.:	318-24
Checked By:	GAP	Sheet No.:	1 of 1	Drawing No.:	FW03		

EXHIBIT B

Legal Description for a Permanent Water Line Easement through lands  
now or formerly of Duquesne Light Company  
Order No. 318-24  
Drawing No. RW3

All that certain parcel of ground to be known as a 15' permanent water line easement through lands now or formerly of Duquesne Light Company, as recorded in Deed Book Volume 486 Page 305, also known as Tax Parcel 65-204-0108.000 situate in the Township of Hopewell, County of Beaver and Commonwealth of Pennsylvania, and more fully described hereto wit:

Beginning at a point, said point being S 65°25'45" W a distance of 35.34' from the easternmost corner of the above described parcel; thence along lands now or formerly of Saint Catherine Roman Catholic Church S 65°25'45" W a distance of 15.00'; thence continuing through the lands of which this is part N 24°21'47" W a distance of 45.21'; thence along the westerly line of State Route 0051 the following two courses and distances: N 46°06'49" E a distance of 15.92'; S 24°21'47" E a distance of 50.48' to a point, said point being the "Point of Beginning".

Said permanent water line easement contains 717 sq.ft. or 0.016 ac.

EXHIBIT C  
INSURANCE REQUIREMENTS

<p><b><u>General Liability</u></b> (Comprehensive or Commercial Insurance)</p>	<p>For bodily injury and property damage, including, without limitation, Products/Completed Operations, Independent Contractors, Contractual Liability, and Property Operations,</p> <p>\$1,000,000 combined single limit per occurrence</p> <p>With a deductible acceptable to Grantor</p>
<p><b><u>Construction</u></b></p>	<p>During any construction on the Property, Products/Completed Operations coverage for two (2) years following the final payment to any contractor or subcontractor performing the construction work and if any demolition work is to be performed, general liability coverage must be increased to \$5,000,000 combined single limit per occurrence</p>
<p><b><u>Workers' Compensation</u></b></p>	<p>Statutory Limits, or</p> <p>Evidence that Grantee is a "Qualified Self Insurer"</p>
<p><b><u>Employer's Liability</u></b></p>	<p>\$1,000,000 each bodily injury by accident</p> <p>\$1,000,000 policy limit for bodily injury by disease</p> <p>\$1,000,000 each employee bodily injury by disease</p>
<p><b><u>Commercial Automobile</u></b></p>	<p>For bodily injury and property damage covering owned, non-owned and hired automobiles with at least</p> <p>\$1,000,000 combined single limit per occurrence</p>
<p><b><u>Excess Liability</u></b></p>	<p>For (bodily injury and property damage) with contractual liability insurance to cover liability assumed under this Agreement, with at least</p> <p>\$4,000,000 combined single limit per occurrence</p> <p>Which must extend over and above the required Comprehensive or Commercial General Liability, Employer's Liability, and Automobile Bodily Injury and Property Damage Liability limits</p> <p>The General Liability limits may be satisfied by a combination of primary and Excess Liability Insurance policies.</p>

### **Additional Insured(s)**

Grantor, and any other Grantor Parties specified by Grantor, must be named as additional insureds on all liability insurance specified above.

### **Policy Requirements**

All insurance policies will be: (i) primary, and non-contributory; (ii) written on an occurrence basis, except as permitted below; (iii) include a waiver of subrogation against Grantor and Grantor Parties, where permitted by law; (iv) maintained without interruption from the Effective Date until the later of (A) the end of the Term, and (B) the date that Grantee and all equipment, machinery, materials and other property of Grantee are no longer on the Property for any reason; and (v) issued by insurance companies having an A.M. Best rating of at least A-VII or better and authorized to do business in the state where the Property is located. Grantee's Certificate of Insurance will provide that should any of the above described policies be cancelled before the expiration date thereof, or the required limits changed, notice will be delivered in accordance with the policy provisions. Grantee does not have the right to self-insure any and all coverages required above other than Worker's Compensation Insurance. Insurance may be written on a claims made basis by Grantee, if and only if, any and all claims made policies expressly provide a retroactive coverage date that is on or before the Effective Date and that any replacement policies issued during any time that this Agreement is effective also include a retroactive coverage date that is on or before the Effective Date, provided, however, notwithstanding the foregoing, insurance for Grantee Parties entering the Property may not be written on a claims made basis. With respect to any and all Claims against Grantor or any Grantor Party by any employee of Grantee or Grantee Parties, the indemnification obligations under this Agreement will not be reduced in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Grantee or any Grantee Party under workers' or workmen's compensation acts, disability acts or other employee benefit acts.

### **Certificate of Insurance**

On or before the Effective Date, Grantee will issue certificates of insurance or evidence of self-insurance (only to the extent permitted above) satisfying the foregoing insurance requirements, disclosing deductibles and any self-insurance. The certificates of insurance, both current and renewals, will be provided to Grantor on or before the Effective Date and from time to time upon request of Grantor, addressed as follows:

**Duquesne Light Company**  
Attention: Insurance Division  
411 Seventh Avenue, MD 7-3  
Pittsburgh, PA 15219

### **Grantee Parties Entering the Property Including Contractors, Subcontractors and Agents**

Grantee will require each Grantee Party who enters the Property to (i) obtain, prior to entering the Property or performing any work on the Property, and maintain without interruption, all of the coverages, under the terms and conditions set forth above, until such Grantee Party has completed its work on the Property and is no longer on the Property for any reason, and (ii) name Grantor, and the same Grantor Parties specified by Grantor for Grantee's insurance, as additional insureds thereon.