



Emily M. Farah
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August 13, 2019

VIA ELECTRONIC FILING

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

**Re: Municipal Contract - Easement Agreement between Duquesne Light Company and
the Pittsburgh Water and Sewer 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 27, 2019 between Duquesne Light Company and the Pittsburgh Water and Sewer Authority. Duquesne Light Company granted to the Pittsburgh Water and Sewer Authority an easement and right of way on property situated on Forbes Avenue in the 4th Ward of City of Pittsburgh, Allegheny County, which provides the right for construction, operation, replacement, and repair of a sewer line. Consideration in the amount of \$1 (one) dollar was exchanged for this Agreement.

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

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Emily M. Farah".

Emily M. Farah
Attorney ID#322559

Enclosures



REAL PROPERTY EASEMENT AGREEMENT

THIS REAL PROPERTY EASEMENT AGREEMENT (this "Agreement") is made and effective this day of June 27, 2019 (the "Effective Date") by and between **DUQUESNE LIGHT COMPANY**, doing business at 411 Seventh Avenue, Pittsburgh, PA 15219 ("Grantor") and **THE PITTSBURGH WATER AND SEWER AUTHORITY**, a body corporate and politic organized and existing under the laws of the Commonwealth of Pennsylvania with authority granted to it by 53 Pa. C. S. §5601, et seq., having a principal place of business at 1200 Penn Avenue ("Grantee"). Capitalized terms not otherwise defined herein will have the meanings ascribed to them in Section 12.

In consideration for the sum of one dollar and no cents (\$1.00) 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.** Grantor hereby grants and conveys to Grantee a permanent easement and right of way and a temporary construction easement on, in and/or under that certain parcel of real property being designated by the Allegheny County taxing authority as Block and Lot No. 11-L-162, and located on/at Forbes Avenue in 4th Ward of the City of Pittsburgh, Allegheny 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) if any creditor or lender of Grantee exercises any rights against the Property or the Easement Area or (ii) upon notice of surrender as provided in Section 6.E below (the "Term").
- 3. Easement Area.** The grant of easement in Section 1 hereof will be located substantially in the area as depicted and described in Exhibits E1 and E2, 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 construction, operation, replacement, repair and possible future abandonment in place of a 24-inch diameter sewer line (the "Permitted Purpose").
- b) *Improvements.* Subject to Section 1.G below, Grantee may install, build or construct the following improvements to the Property: the construction of 24-inch diameter sewer line (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 during any periods of construction, maintenance or repair of the sewer pipe and will provide a copy of the rules to Grantor, upon request. 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.* During any periods when Grantee has sole possession and control of the Easement, Grantee will be solely responsible for security during any periods of construction,

• maintenance or repair of the sewer pipe, 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 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) *Construction.* No fewer than sixty (60) days prior to commencing any construction 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"), except during emergencies and situations requiring immediate abatement, in such cases, the Grantee will notify Grantor, as soon as practical.

h) *Assignment.* Grantee agrees not to transfer, assign, sublet, pledge or encumber, in whole or in part, this Agreement, the Right of Way 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.

i) *Prohibited Activities.* During any periods when Grantee or Grantee Parties have sole possession and control of the Easement, Grantee or Grantee Parties will not: (i) permit animals, alcohol, drugs, firearms, hunting or any unlawful activity of any kind on the Property; (ii) dump or dispose of any waste or refuse in, on or under any portion of the Property; and (iii) 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 abide by or perform any term, covenant or condition of this Agreement (any such failure 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. *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.

11. 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.

12. 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.G.
- 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, or contribution, 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. "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."
- k) "Improvements" shall mean those real property modifications set forth in Section 4b.
- l) "Permitted Purpose" shall mean those activities and uses set forth in Section 4a.
- m) "Property" will have the meaning set forth in Section 1.
- n) "Term" will have the meaning set forth in Section 2.

13. 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:
Pittsburgh Water and Sewer Authority
ATTN: Field Operations
1200 Penn Avenue
Pittsburgh, PA 15222

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. Grantor shall provide notice to Grantee upon such filing and shall provide any updates in accordance therewith.

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

{THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.}

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.

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)

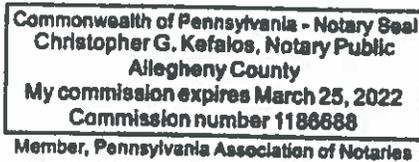
On this 24th day of July, 2019, before me, a Notary Public, the undersigned officer, personally appeared Lesley C. Gannon, known to me (or satisfactorily proven) to be Senior Manager of Real Estate and Rights of Way at Duquesne Light Company, and acknowledge that she is authorized to executed the agreement above.

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



Notary Public

My commission expires



PITTSBURGH WATER AND SEWER AUTHORITY

IN WITNESS WHEREOF, the undersigned party has set its hand and seal as of the day and year first above written.

ATTEST:

Lucina Gibson

THE PITTSBURGH WATER AND SEWER AUTHORITY

By: *Robert A. Weimar*

Name: Robert A.
Weimar Title:
Executive Director

Approved as to form:

Shannon F. Barkley

Legal Counsel for the Pittsburgh Water and Sewer Authority

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY)

SS:

On this 27th day of June, 2019, before me, a Notary Public, (the undersigned officer), personally appeared Robert A. Weimar, who acknowledged himself to be Executive Director of The Pittsburgh Water and Sewer Authority and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

My Commission Expires: June 14, 2020 Notary Public

Kelly A Morgano

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Kelly A. Morgano, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires June 14, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

EXHIBIT E1

Permanent Utility Easement on MBL:11-L-153, 11-L-162

All that piece or parcel of land situate in the 4th Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, being depicted on an exhibit prepared by Sci-Tek Consultants, Inc, titled E-1 Permanent Utility Easement Exhibit, dated 4/18/2019; being more particularly described as follows:

Easement E-1A

Beginning at a point at the intersection of the eastern right-of-way line of Moultrie Street and the northern right-of-way line of a Watson Street, said beginning point also being the southwest corner of a tract of land owned by Duquesne Light Company as recorded in Deed Book Volume 14252, Page 145, being designated as Parcel Ten.

Thence along and contiguous with the western line of said tract and the said eastern line of right-of-way, North 4°50'34" East a distance of 4.61 feet to a point on the western line of said tract and eastern line of said right-of-way;

Thence across said tract South 83°00'36" East a distance of 60.04 feet to a point on the eastern line of said tract;

Thence along and contiguous with the eastern line of said tract, South 4°50'06" West a distance of 4.42 feet to a point on the said northern right-of-way line of Watson Street, said point also being the southeast corner of said tract;

Thence along and contiguous with the southern line of said tract and the said northern right-of-way line of Watson Street, running North 83°11'26" West a distance of 60.03 feet to the point of beginning;

Containing 0.006 acres or 271 square feet, more or less.

Easement E-1B

Beginning at a point on the northern right-of-way line of Forbes Avenue, being the southwest corner of a tract of land owned by Duquesne Light Company as recorded in Deed Book Volume 14252, Page 145, being designated as Parcel Nineteen.

Thence along and contiguous with the western line of said tract, North 4°50'34" East a distance of 119.03 feet to a point on the southern right-of-way line of Watson Street. Said point also being the northwest corner of said tract;

Thence along and contiguous with the northern line of said tract and the said southern right-of-way line, South 83°11'26" East a distance of 20.01 feet to a point, the northeast corner said tract;

Thence along and contiguous with the eastern line of said tract, South 4°50'34" West a distance of 118.34 feet to a point on the said right-of-way line of Forbes Avenue, the southeast corner of said tract;

Thence along and contiguous with the said northern right-of-way line of Forbes Avenue and the southern line of said tract and running North 85°09'26" West a distance of 20.00 feet to the point of beginning;

Containing 0.055 acres or 2,374 square feet, more or less.

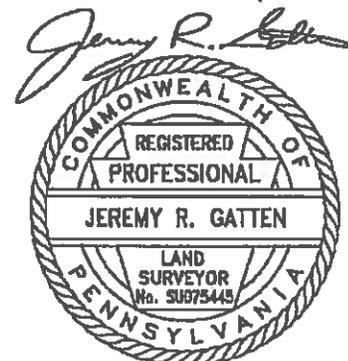


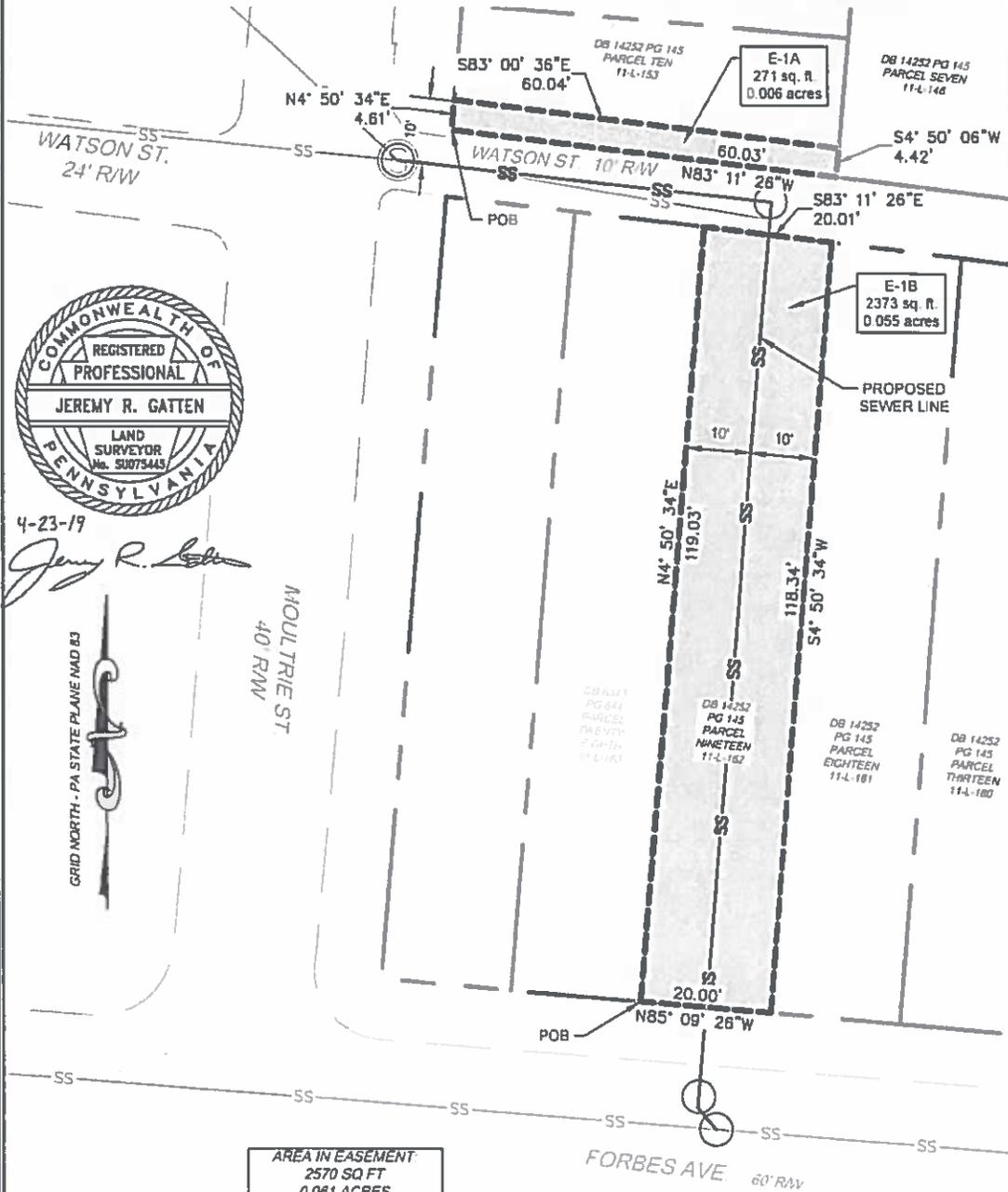
EXHIBIT E1

LEGEND:

- ADJOINING PROPERTY LINE
- ROAD RIGHT-OF-WAY
- PROPOSED SEWER LINE
- POINT OF BEGINNING
- PERMANENT UTILITY EASEMENT LINE



VICINITY MAP NOT TO SCALE



4-23-19
Jeremy R. Gatten



E-1 PERMANENT UTILITY EASEMENT EXHIBIT

SEWER REPAIR
 HATCH
 PITTSBURGH, PENNSYLVANIA

SciTek
 Consultants, Inc.
 855 ROAD ROAD - PITTSBURGH PA 15235
 PHONE: (412) 371-4480 FAX: (412) 371-4482
 www.scitekinc.com

REV	DESCRIPTION	REVISIONS	BY	DATE

EXHIBIT E2

Temporary Utility Easement on MBL: 11-L-146, 11-L-150, 11-L-152, 11-L-153, 11-L-159, 11-L-160 and 11-L-162

All that piece or parcel of land situate in the 4th Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, being depicted on an exhibit prepared by Sci-Tek Consultants, Inc, titled E-2 Temporary Utility Easement Exhibit, dated 4/18/2019; being more particularly described as follows:

Easement E-2A

Beginning at a point at the intersection of the eastern right-of-way line of Moultrie Street and the northern right-of-way line of a Watson Street, said beginning point also being the southwest corner of a tract of land owned by Duquesne Light Company as recorded in Deed Book Volume 14252, Page 145, being designated as Parcel Ten.

Thence along and contiguous with the eastern line of said right-of-way and said western line of Parcel Ten and the western lines of other tracts also owned by Duquesne Light Company, being designated as parcels Eight and Nine, North 4°50'34" East a distance of 40.02 feet to a point on the western line of said Parcel Nine and the eastern line of said right-of-way;

Thence across said Parcel Nine and continuing across Parcel Seven also being owned by Duquesne Light Company, South 83°11'26" East a distance of 90.05 feet to a point;

Thence South 4°50'34" West a distance of 40.02 feet to a point on the southern line of said Parcel Seven and the said northern right-of-way line of Watson Street;

Thence along and contiguous with the southern line of said Parcels Seven and Ten, and the said northern right-of-way line of Watson Street, running North 83°11'26" West a distance of 90.05 feet to the point of beginning;

Containing 0.083 acres or 3,602 square feet, more or less.

(Continued on next page)

Easement E-2B

Beginning at a point on the northern right-of-way line of Forbes Avenue, being the southwest corner of a tract of land owned by Duquesne Light Company as recorded in Deed Book Volume 14252, Page 145, being designated as Parcel Nineteen.

Thence along and contiguous with the western line of said tract, North 4°50'34" East a distance of 119.03 feet to a point on the southern right-of-way line of Watson Street. Said point also being the northwest corner of said Parcel Nineteen;

Thence along and contiguous with the said southern right-of-way line of Watson Street and northern line of said Parcel Nineteen and continuing along the northern line of Parcels Eighteen and Thirteen, South 83°11'26" East a distance of 50.03 feet to a point;

Thence running across said Parcel Thirteen, South 4°50'34" West a distance of 117.31 feet to a point on the northern right-of-way line of Forbes Avenue, also being on the southern line of said Parcel Thirteen;

Thence along and contiguous with the said southern line of Parcel Thirteen and northern right-of-way line of Forbes Avenue, North 85°09'26" West a distance of 50.00 feet to the point of beginning;

Containing 0.136 acres or 5,909 square feet, more or less.

