



Emily M. Farah
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May 18, 2021

VIA ELECTRONIC FILING

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

**Re: Municipal Contract – Structures Over Facilities Agreement between Duquesne Light Company and the Pittsburgh Water and Sewer Authority
Docket No. U-2021-_____**

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 Structures over Facilities Agreement, which includes an Easement Agreement between Duquesne Light Company (DLC) and the Pittsburgh Water and Sewer Authority (PWSA).

The Structures Over Facilities Agreement grants to DLC the authority to construct certain electrical improvements near existing PWSA facilities that are in, on, over, or around land owned by DLC, identified as Lot 53-A-10, situated in the 4th Ward of the City of Pittsburgh, Allegheny County. DLC and PWSA have agreed to share costs in accordance with the terms set forth in Article 4 of the Structures Over Facilities Agreement. A competitive bidding process was used to develop the estimate for the Shared Costs, referenced in Article 4. The Shared Costs represent the fair and reasonable price associated with safeguarding PWSA's existing facilities in or around DLC's planned improvements.

Included with the Structures Over Facilities Agreement is an Easement Agreement (identified as Exhibit C) between PWSA and DLC. By way of the Easement Agreement, DLC granted to PWSA a Right of Way on Lot 53-A-10, which provides the right to construct, maintain, repair, use, own, operate, remove and rebuild water, sewer, and storm water lines.



Should you have any questions regarding the enclosed right of way, please contact Peter Francis at 412-393-7841.

Respectfully Submitted,

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

Emily M. Farah
Attorney ID#322559

Enclosures

STRUCTURES OVER FACILITIES AGREEMENT

**Duquesne Light Substation
Riazi**

THIS STRUCTURES OVER FACILITIES AGREEMENT (this "Agreement") is made and entered into this 25 day of August, 2020 by and between DUQUESNE LIGHT COMPANY, a Pennsylvania a limited liability company, having a business address of 411 Seventh Avenue, Pittsburgh, PA 15219 ("Owner")

and

THE PITTSBURGH WATER AND SEWER AUTHORITY, a municipal authority incorporated pursuant to the Municipal Authorities Act of the Commonwealth of Pennsylvania, having a business address of 1200 Penn Avenue, Pittsburgh, PA 15222 ("PWSA").

WITNESSETH :

WHEREAS, Duquesne Light Company is the Owner of that certain parcel of land (the "Land") located in the 4th Ward of the City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania, known as Lot No. 53-A-10, recorded in Plan Book Volume 17229, page 588; and

WHEREAS, the PWSA is the municipal authority that provides water and sewer service for the area of the City of Pittsburgh in which the Land is located; and

WHEREAS, the PWSA maintains a certain public combined sewer trunk lines and related facilities (the "PWSA Facilities") and an easement (the "PWSA Easement") in, on, over, under and across a portion of the Land in approximately the location depicted on Exhibit A attached hereto and made a part hereof (the PWSA Facilities and the PWSA Easement are hereinafter sometimes collectively referred to as the "PWSA Facilities and Easement"); and

WHEREAS, in order for Owner to accomplish the desired development, improvements will be constructed on and over certain of the PWSA Facilities and Easements (the "Encroachments"); and

WHEREAS, the PWSA is willing to allow the Encroachments pursuant to the terms of this Agreement; and

WHEREAS, it is contemplated that, from time to time, the Owner and will renovate certain existing structures on the Land, and construct or cause to be constructed certain additional improvements on and under the Land (collectively, together with all alterations and replacements thereof from time to time, the "Improvements"),

WHEREAS, Owner has agreed to provide the PWSA with a Permanent Easement, which is attached hereto and incorporated herein, for the purposes as more fully set forth in the Permanent

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Easement to use of maintain, operate, repair and abandon in place PWSA Facilities, which are on the Land.

WHEREAS, Owner has agreed to reinforce or cause to be reinforced the PWSA Facilities, specifically by the use of geopolymer lining, in accordance with the plans and specifications set forth on Exhibit "B" attached hereto and incorporated herein (the "Reinforcement Work"), which plans and specifications have been approved by PWSA prior to the date hereof.

WHEREAS, PWSA has agreed to provide for a cost-sharing arrangement relating to the reinforcement work ("Cost-Sharing Agreement"), as a condition of this Agreement and incorporated herein.

NOW, THEREFORE, for and in consideration of the premises, covenants, conditions, restrictions and encumbrances contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1

**IMPROVEMENTS OF
STRUCTURES OVER PWSA
FACILITIES**

1.1 Permitted Improvements. PWSA, on its behalf and on behalf of its successors and assigns, hereby confirms and agrees that the Owner may develop, construct, maintain, improve, repair, operate new structures as approved in the Plan (defined in Exhibit B) in, on, over and across the PWSA Facilities, so long as the footprint of any proposed structures is not expanded in such as was as to further encroach upon the PWSA Facilities and any PWSA Easements, nor shall any future constructed structures encroach upon the PWSA Facilities or upon any PWSA Easements without execution of a new agreement.

1.2 Conditions. Owner agrees to the following:

(a) Owner shall construct, improve and replace the Improvements in a good and workmanlike manner and in substantial accordance with all applicable laws and regulations.

(b) Owner shall relocate, with prior written consent of the PWSA, any fire hydrants whose location interferes with Owner's ability to conduct the Reinforcement Work or construct, improve, or replace the Improvements.

(c) Except as expressly addressed in this Agreement, no portion of the Improvements shall be designed, constructed or installed so as to unreasonably interfere with the PWSA's operation, inspection, maintenance, repair, removal, replacement and/or abandonment (the "Use") of the PWSA Facilities.

(d) Construction drawings, plans, and specifications, including drawings containing plan view, profile and cross sections, showing caissons, pilings or other load-bearing foundations or structures to be constructed over or within the PWSA Facilities (the "Load-Bearing")

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Structures”) shall be delivered to the PWSA prior to the construction thereof in order to confirm compliance with this Agreement. Within ninety (90) days of completion of construction of the Load-Bearing Structures, Owner shall prepare and submit to the PWSA as-built drawings for such Load-Bearing Structures.

(e) Prior to construction and again at the time of substantial completion of construction of the Improvements, Owner, with the PWSA’s full cooperation, shall prepare at the parties shared cost and expense a complete inspection report of the PWSA Facilities, which report shall include pre--construction internal closed-circuit video inspection and accompanying log.

(f) Owner must notify the PWSA’s Department of Engineering and Construction forty-eight (48) hours in advance of the commencement of any caisson, foundation and/or piling construction for the Load-Bearing Structures; said notice may be the contact listed in Article 4. The PWSA shall have the right to observe and inspect such construction at no cost to Owner. The construction of the Load-Bearing Structures shall be performed expeditiously, with due care, and in a manner that is reasonably calculated to minimize vibratory loading of the PWSA Facilities.

(g) Owner shall indemnify and hold harmless the PWSA from and against any and all damages to the PWSA Facilities that in any way result from or arise out of or in connection with the any of the Improvements that are or will be constructed in, on, over or across the PWSA Easement. Should Owner, at any time, construct any improvements in, on, over or across the PWSA Easement, then Owner shall indemnify and hold harmless the PWSA from and against any and all damages to the PWSA Facilities that arise out of or in connection with any of such improvements.

(h) Owner, Unit Owner, or tenants thereof shall repair, at its sole cost and expense, any damage to the Improvements that results from the PWSA’s reasonable efforts to gain access to the PWSA Facilities if the PWSA is not able to gain such access otherwise, provided, however, that the PWSA agrees (i) to exercise due care and make commercially reasonable efforts to minimize the invasiveness of the PWSA’s entry and disruption to the Improvements and the use and operation thereof, and (ii) to provide Owner, Unit Owner, or tenants thereof written notice and a reasonable opportunity to discuss alternatives with PWSA prior to PWSA causing any such damage to the Improvements, subject to the requirements set forth in Article 2 of this Agreement.

ARTICLE 2

REPAIR OF PWSA FACILITIES

2.1 Grant of Permanent Easement to PWSA. Subject only to the restrictions contained in this Article 2, Owner gives and grants to the PWSA, its agents, contractors, servants and employees, a Permanent Easement (Exhibit “C”) to enter upon the Land and Improvements at the times expressly set forth below and with all personnel, materials and equipment necessary and convenient to the Use of the PWSA Facilities. The PWSA shall take all reasonable means necessary to minimize damage to or other interference with the Land and Improvements or the use or operation thereof by Owner. If no emergency exists, the PWSA shall give five (5) business days’ prior written notice and shall enter the Land and Improvements only during normal business

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hours. In the event of an emergency, as determined by the Executive Director of the PWSA or his or her designee, the PWSA or its agents may enter the Land and Improvements immediately for the purpose of undertaking corrective action. PWSA shall perform all maintenance, repairs and replacement of the PWSA Facilities required from time to time, and Owner shall not be required to perform any such maintenance, repairs or replacements except for the Reinforcement Work any repair work that is necessitated due to the acts, errors, or omissions or breach of this Agreement by the Owner.

2.2 Excess Repair Cost. If the PWSA Facilities shall require repairs, replacement or reconstruction ("Repair Work"), the PWSA shall cause the same to be made in good workmanlike condition, as expeditiously and as efficiently as possible, and in compliance with all applicable laws. Owner shall reimburse the PWSA for the portion of the reasonable cost of such repairs, replacement or reconstruction that is equal to the amount, if any, which is in excess of the cost which would have been incurred by the PWSA had the Improvements not been built thereon (the "Excess Repair Cost").

(a) With respect to any Repair Work that may necessitate Excess Repair Cost, the PWSA shall submit plans therefore to Owner for said Owner's review and approval, which shall not be unreasonably withheld, delayed or conditioned, prior to the commencement of said Repair Work. The PWSA shall also submit an analysis of the problem to be addressed by said work, which analysis (a) shall be performed by an engineer reasonably acceptable to Owner ("Engineer") and shall include an identification of the problem, the cause of the problem and the work proposed to address the problem, (b) all estimated unit costs for labor, equipment and materials, (c) all assumptions made in determining the scope of the work and the determination of an estimate of the Excess Repair Cost, and (d) any and all other facts Owner deems relevant for the purposes of determining the scope of the Repair Work and the Excess Repair Cost. Owner shall provide comments, including objections and/or alternative proposals, to the PWSA within thirty (30) days of the receipt of the Engineer's analysis, and the PWSA will incorporate reasonable changes to the analysis and the plans as a result thereof. In the event of an emergency, as reasonably determined by the PWSA, in which Repair Work is required before analysis can be prepared and presented for Owner's review, the PWSA shall submit the analysis to Owner in a reasonable time and be allowed to proceed with said Repair Work without waiving its rights herein.

(b) If, during the prosecution of any such Repair Work, it is necessary to change the plans and/or specification therefore and such change would have the effect of increasing the amount of the Excess Repair Cost, the PWSA shall cause the Engineer to prepare and submit to Owner in possession a detailed revised analysis. Within thirty (30) days of receipt of the revised analysis, Owner in possession shall provide comments thereto, including objections and alternative proposals, to the PWSA, and the PWSA will cause the Engineer to incorporate reasonable changes to the analysis and the plans as a result thereof.

(c) Following completion of all Repair Work, the PWSA shall submit a final determination of the total reasonable cost thereof and a proposed determination of the Excess Repair Cost, if any, which determination shall be made in a manner which is consistent with the PWSA's original analysis (as modified by any revised analysis). Owner shall pay to the PWSA the amount of the Excess Repair Cost within sixty (60) days after the final determination thereof. If, after the PWSA has considered Owner's comments, Owner continues to disagree with the

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PWSA’s proposed determination of Excess Repair Cost, the issue shall be submitted to a third-party professional engineer registered in the Commonwealth of Pennsylvania. The engineer shall be selected by the PWSA and Owner, and the PWSA and Owner shall be equally responsible for the costs of such engineer. The engineer shall prepare its estimate of the Excess Repair Cost, which shall be binding on the parties. Nothing in this section shall preclude either party from seeking recourse from the Court of Common Pleas of Allegheny County.

ARTICLE 3

RELEASE AND INDEMNITY

3.1 **Release of PWSA.** Owner does hereby release and forever discharge the PWSA, its officers, servants, agents or employees, and does hereby agree to indemnify, defend save and hold harmless the PWSA, its officers, servants, agents or employees of and from any and all claims, demands, damages, actions, causes of action, judgments, suits of any kind of nature whatsoever, in law or in equity, and costs and expenses, including reasonable attorneys’ fees and other costs of defense (collectively, “**Claims**”): (a) on account of all injuries, including death, and/or damages, known or unknown, to property related directly to the design and construction of the Improvements that are now or will be constructed in, on, over and across the PWSA Facilities; and (b) arising out of or relating to the design and construction of the Improvements in, on, over or across the PWSA Facilities, and incurred by the PWSA due to any failure of Owner to have the Improvements constructed in accordance with the plans and specifications for the Reinforcement Work or otherwise approved by the PWSA. Provided, however, that Owner shall have no obligation to indemnify or defend the PWSA where the Claim arises from the sole negligence or willful misconduct of the PWSA, its agents, employees, contractors, licensees, invitees, or others for whose conduct the PWSA is legally liable.

ARTICLE 4

SHARED COSTS

4.1. **Shared Costs.** The Owner shall furnish, either directly or through third-parties engaged by the Owner, subject to the direct payment by PWSA as provided in Section 2 below, all or part of the following associated Shared Costs:

- a. Project development, design, management, and verification;
- b. Material, services, and oversight in the implementation of the project; and
- c. Warranty claims and repairs

4.2. **Direct Payment.** Owner shall be entitled to receive direct payment from PWSA attributable to fifty percent (50%) of the costs associated with the Shared Costs (“PWSA’s Share”), IN AN AMOUNT NOT TO EXCEED TWO-HUNDRED THOUSAND DOLLARS AND NO CENTS (\$200,000.00) as invoiced by Burns McDonnell (“Invoice”) to Owner. Owner will provide PWSA with a copy of the Invoice and PSWA shall deliver to Owner, within sixty (60) days, after the PWSA has verified the satisfactory completion of the work, a lump sum equal to PWSA’s Share of the Invoice. The Shared Costs are based on the actual cost; however, THE PWSA’S SHARE SHALL NOT

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EXCEED TWO-HUNDRED THOUSAND DOLLARS AND NO CENTS (\$200,000.00) There will be no allowance or margin for profit to the Owner.

ARTICLE 5

INSPECTION AND TESTING

5.1. Inspection and Testing. Payment shall be made to the PWSA of an amount equal to ten percent (10%) of the cost of the Reinforcement Work, which shall represent estimated costs to the PWSA of its engineering review and inspection. When professional consultants are used by the PWSA or inspections are performed by the PWSA engineer, such costs shall be paid by the Owner. The costs shall be reasonable and in accordance with the ordinary and customary charges by the engineer or other consultant for similar services in the area and shall not exceed the rate or cost charged by the engineer or other consultant to the Authority when fees are not imposed on the Owner.

5.2 The Owner or its representative shall provide the PWSA with twenty (20) days' notice of the pre-final and final inspections of the Reinforcement Work or any portion thereof.

5.3 Provided that the required notice is provided to the PWSA, the PWSA shall cause an authorized representative to inspect the work and observe the tests in a timely manner so as not to delay the construction. After any such inspection or observation and, when necessary and appropriate, receipt of any written report on such tests, the PWSA shall promptly and in writing either accept such work as completed or reject such work, indicating the reason or reasons therefor.

5.4 If, contrary to the requirements of subsections 5.1, 5.2 and 5.3 above, the Reinforcement Work or any portion thereof are covered or concealed prior to the PWSA's inspection, the Owner shall have the work uncovered, at the Owner's cost, so as to allow the inspection.

ARTICLE 6

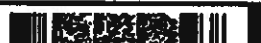
MISCELLANEOUS

6.1. Notices. Any notice required, permitted or given under this Agreement shall be in writing and shall be deemed to have been given upon deposit in the United States Mail as Certified Mail, Return Receipt Requested, postage prepaid, and addressed to the party being notified at the address given below (or such other address which any party may designate for itself from time to time hereafter by written notice to the other parties):

As to OWNER:

2825 New Beaver Avenue, MD N3-AM
Pittsburgh, PA 15233
Attention: John Hilderbrand
Interim Vice President of Operations, Transmission Planning

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with a copy to:

2825 New Beaver Avenue, MD N6-CD
Pittsburgh, PA 15233
Attention: Scott Ward

Director Business Support Ops, Project Management

As to PWSA:

Pittsburgh Water and Sewer Authority
Penn Liberty Plaza I
1200 Penn Avenue
Pittsburgh, PA 15222
Attention: Executive Director

with a copy to:

Pittsburgh Water and Sewer Authority
Penn Liberty Plaza I
1200 Penn Avenue
Pittsburgh, PA 15222
Attention: Deputy Director of Engineering and Construction

Except as herein otherwise provided, any such notice shall be deemed to be given or delivered at the time of mailing. In addition to notice by mail, any party may give notice to the other by national overnight delivery service, which notice shall be deemed to have been given or delivered upon delivery to such overnight delivery service.

6.2. Rights of Successors. The restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes running with the land. This Agreement shall bind and inure to the benefit of the parties hereto, the Unit Owners, and their respective successors and assigns. Owner shall record, at its cost, this Agreement with the Department of Real Estate of Allegheny County, Pennsylvania, providing evidence thereof to the PWSA.

6.3. Eminent Domain. Nothing herein shall be construed to give any party any interest in any award or payment made to the other party in collections with any exercise of eminent domain or transfer in lieu thereof affecting another party's interest in the Land or giving the public or any government any rights in the Land. In the event of any exercise of eminent domain or transfer in lieu thereof of any part of the Land, the award attributable to the land and improvements of such portion so taken shall be payable only to the Owner thereof, and no claim thereon shall be made by the other parties.

6.4. Release from Liability. Any person acquiring fee or leasehold title to the Land or Improvements or any portion thereof shall be bound by this Agreement only as to the tract or portion of the Land or Improvements acquired by such person. In addition, except as expressly provided in this Agreement, such person shall be bound by this Agreement only during the period such person is the leasehold or fee owner of the Land or Improvements, or portion of the Land or

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Improvements, except as to obligations, liabilities or responsibilities that accrue during said period. Although persons may be released under this paragraph, the covenants and restrictions in this Agreement shall continue to be benefits and servitudes upon said tracts running with the Land. In the event that any of the PWSA Facilities are vacated, abandoned, released, terminated or no longer in use then (a) this Agreement shall automatically terminate and be of no further force and effect, and (b) the parties hereto shall, upon the request of Owner, execute and deliver to Owner any such instruments, in recordable form, as may be requested by Owner to evidence and confirm such termination.

6.5. Document Execution, Modification and Cancellation. It is understood and agreed that until this document is fully executed by all of the parties hereto, there is not and shall not be an agreement of any kind between the parties hereto upon which any commitment, undertaking or obligation can be founded. This Agreement (including exhibits) may be modified or canceled only by a writing signed by all of the parties hereto.

6.6. Incorporation of Recitals. The above-written recitals are incorporated herein by reference.

6.7. Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

6.8. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof.

6.9. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without regard to conflicts of laws principles.

6.10. Public Utility Commission. Owner will file a copy of this Agreement with the Pennsylvania Public Utility Commission "PA PUC" as required by Title 66, Section 507 of the Pennsylvania Public Utility Code, once the Owner has filed a copy with the PA PUC, it will notify the PWSA of the same and provide the PWSA with the PA PUC docket number so that the PWSA can satisfy its concurrent duty to place with agreement on file with the PA PUC by referencing the Owner's filing with the PA PUC. This Agreement shall become effective in accordance with the applicable provisions of the PA PUC Code.

6.11. Authority. This Agreement is entered into by the PWSA pursuant to Resolution No. 238of 2019, approved December 20, 2019.

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[SIGNATURES ON FOLLOWING PAGE]**

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WITNESS the due execution hereof as of the date first-above written.

WITNESS:

PITTSBURGH WATER AND SEWER AUTHORITY

Julie Oscalla

By: William [Signature]

Title: Executive Director

Edward Barca
Director of Finance

Approved as to form:

Shannon F. Barkley
Legal Counsel for Authority

WITNESS:

Duquesne Light Company

[Signature]
Signed on 20090623 10:24:30

By: [Signature]
Scott R. Ward

29

Title: Director

The signatory act on behalf of Duquesne Light Company involved the use of communication technology

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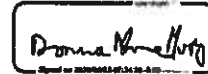


COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

On this 25th day of August, 2020, before me a Notary Public, the undersigned officer, personally appeared Scott R. Ward, known to me (or satisfactorily proven) to be a Director of Duquesne Light Company, 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.



Notary Public

My Commission Expires:

Commonwealth of Pennsylvania - Notary Seal
Donna Marie Murphy, Notary Public
Allegheny County
My Commission Expires Nov 02, 2020
Commission Number 1157260

This notarial act involved the use of communication technology.

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COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

On this 28th day of August, 2020, before me a Notary Public, the undersigned officer, personally appeared Will Pickering, who acknowledged himself to be the 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.

Vera Mohamed

Notary Public

My Commission Expires:

Commonwealth of Pennsylvania - Notary Seal
Vera Mohamed, Notary Public
Allegheny County
My commission expires September 16, 2023
Commission number 1284279
Member, Pennsylvania Association of Notaries

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EXHIBIT "A"
Land Legal Description

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EXHIBIT "B"
Plans and Specifications

This agreement is per the technical Plans and Specifications, dated February 17, 2020 and provided under separate cover as Appendix 1 – Plans and Specifications

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EXHIBIT "C"

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into this 25 day of August, 2020, by and between:

Duquesne Light Company (the "Grantor"), a limited liability company, having a business address of 411 Seventh Avenue, Pittsburgh, PA 15219 ("Owner")

AND

PITTSBURGH WATER AND SEWER AUTHORITY, a body politic and corporate existing and operating under the laws of the Commonwealth of Pennsylvania, with its principal offices at 1200 Penn Avenue, Pittsburgh, Pennsylvania 15222, County of Allegheny, Commonwealth of Pennsylvania (the "Authority").

WITNESSETH:

WHEREAS, the Grantor is the owner in fee simple of certain real property (the "Property") located in the 44th Ward of the City of Pittsburgh, Allegheny County, Commonwealth of Pennsylvania known as 690 S Neville Street, Pittsburgh, PA 15213; and

WHEREAS, title to the Property vested in the Grantor by deed dated May 31, 2018, from Carl B. DePasquale, Mark J. DePasquale, and Mario C. DePasquale as tenants in common, each owning an undivided 1/3 interest (the "Deed"); and

WHEREAS, the Deed is recorder in the Recorder of Deeds Office of Allegheny County at Deed Book Volume 17229, page 588; and

WHEREAS, the Property is known as Block and Lot No. 53-A-10 in the Allegheny County Deed Registry; and

WHEREAS, the Authority operates a water and sewer system in the City of Pittsburgh; and

WHEREAS, Grantor and the Authority have entered into a Structures Over Facilities Agreement dated _____, _____ and;

WHEREAS, the Authority desires an easement over, upon, across, along, through and under the Property for the purpose of the construction, inspection, maintenance, repair, removal and rebuilding of water, sewer, and storm water lines and facilities on and under the Property; and

WHEREAS, the Grantor is willing to grant the easement desired by the Authority.

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NOW, THEREFORE, in consideration for their mutual promises and for other valuable consideration, and intending to be legally bound by the terms of this Agreement, the Grantor and the Authority agree as follows:

1. Incorporation of Recitals. The above recitals are incorporated herein by reference and made a part hereof.

2. Grant of Easement to the Authority. The Grantor does hereby irrevocably grant, bargain, sell and convey to the Authority a perpetual, non-exclusive easement and right-of-way over, upon, across, along, through, and under the Right-of-Way Property (the "Authority Easement") for the purposes set forth in paragraph 5 below. The Property and the Authority Easement are more particularly depicted on Exhibit A hereto, which is incorporated herein by reference.

3. Covenants to Run with Land. The Authority Easement granted pursuant to this Agreement shall be perpetual and shall be appurtenant to and shall run with the Right-of-Way Property and the Property.

4. Grantor Covenants. The Grantor covenants that (a) it will not convey any other easement which conflicts with the Authority Easement granted or created hereby, and (b) it will not take or permit any action which interferes in any manner with the rights granted to the Authority pursuant to this Agreement.

5. The Authority's Rights. By this Agreement, the Authority acquires an easement over, upon, across, along, through, and under the Property for the purposes of (a) the free and uninterrupted use, construction, repair, maintenance, reconstruction, improvement, alteration, removal, inspection, and abandonment of water, sewer, and storm water lines, facilities and appurtenances, and (b) any and all other purposes related in any manner to the operation by the Authority of its water, sewer and storm water systems, and any replacements or improvements thereof.

6. Successors and Assigns. The Authority Easement granted pursuant to this Agreement shall be binding upon and inure to the benefit of the Grantor and the Authority and to their respective successors and assigns.

7. Warranty. The Grantor WARRANTS GENERALLY to the Authority that the Grantor owns the Right-of-Way Property and the Authority Easement area in fee simple, free and clear of any liens, claims or encumbrances that would prevent Grantor from conveying the rights herein.

8. Modifications. This agreement may not be modified or discharged except by written instrument duly executed by both parties.

9. Counterparts. This Agreement may be executed in counterparts, and each such counterpart when executed shall constitute one final agreement, as if both parties had signed one document. Each

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counterpart, upon execution and delivery, shall be deemed to be a complete original, but this Agreement is without effect until each of the parties has executed and delivered a counterpart.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without reference to its conflicts-of-laws principles.

11. Resolution. This Agreement is entered into pursuant to Authority Resolution No.238 of 2019, which was adopted at a regular meeting of the Board of Directors held on December 20, 2019.

12. Public Utility Commission. Owner will file a copy of this Agreement with the Pennsylvania Public Utility Commission "PA PUC" as required by Title 66, Section 507 of the Pennsylvania Public Utility Code, once the Owner has filed a copy with the PA PUC, it will notify the PWSA of the same and provide the PWSA with the PA PUC docket number so that the PWSA can satisfy its concurrent duty to place with agreement on file with the PA PUC by referencing the Owner's filing with the PA PUC. This Agreement shall become effective in accordance with the applicable provisions of the PA PUC Code.

[signatures follow on next page]

5550A24D-614D-4EDC-A370-0D7FD6489950 — 2020/08/24 17:17:06 -5:00 — Remote Notary



WITNESS the due execution hereof as of the date first-above written.

WITNESS:

PITTSBURGH WATER AND SEWER AUTHORITY

Julie Asciozza

By: William [Signature]

Title: Executive Director

Approved as to form:

Shannon F. Barkley

Legal Counsel for Authority

Edward Barca

Director of Finance

WITNESS:

Duquesne Light Company

Dona [Signature]
Signed on 20/08/2019 at 14:26:30

By: [Signature]
Signed on 20/08/2019 at 14:26:30

AG

Title: Director

The signatory act on behalf of Duquesne Light Company involved the use of communication technology

5550220-w14D-4EDC-A370-0D7FD6489950 --- 2012-08-01 10:17:05 (UTC) --- DocuSign Envelope ID: 30266955-15A5-480B-9279-DD8ED91E1F0C



COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

On this 25th day of August, 2020, before me a Notary Public, the undersigned officer, personally appeared ___Scott R. Ward known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the foregoing instrument for the purposes therein contained.

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

Notary Public

My Commission Expires:

Commonwealth of Pennsylvania - Notary Seal
Donna Marie Murphy, Notary Public
Allegheny County
My Commission Expires Nov 02, 2020
Commission Number 1157260

This notarial act involved the use of communication technology.

5550A24D-614D-4EDC-A370-0D7FD6489950 — 2020/08/24 17:17:06 -5:00 — Remote Notary



COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

On this 28th day of August, 2020, before me a Notary Public, the undersigned officer, personally appeared Will Pickering, who acknowledged himself to be the 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.

Vera Mohamed

Notary Public

My Commission Expires:

Commonwealth of Pennsylvania - Notary Seal
Vera Mohamed, Notary Public
Allegheny County
My commission expires September 16, 2023
Commission number 1284279
Member, Pennsylvania Association of Notaries

5550A24D-614D-4EDC-A370-0D7FD6489950



EXHIBIT A

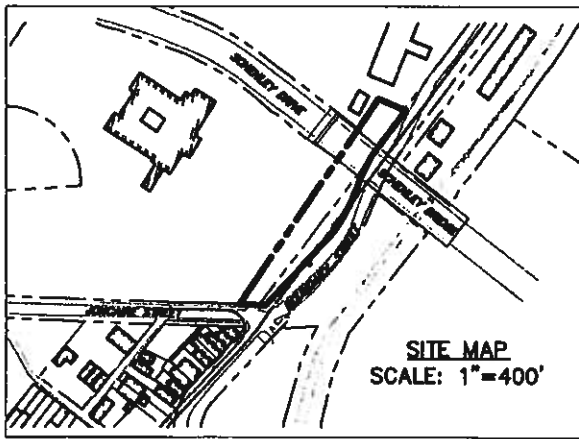
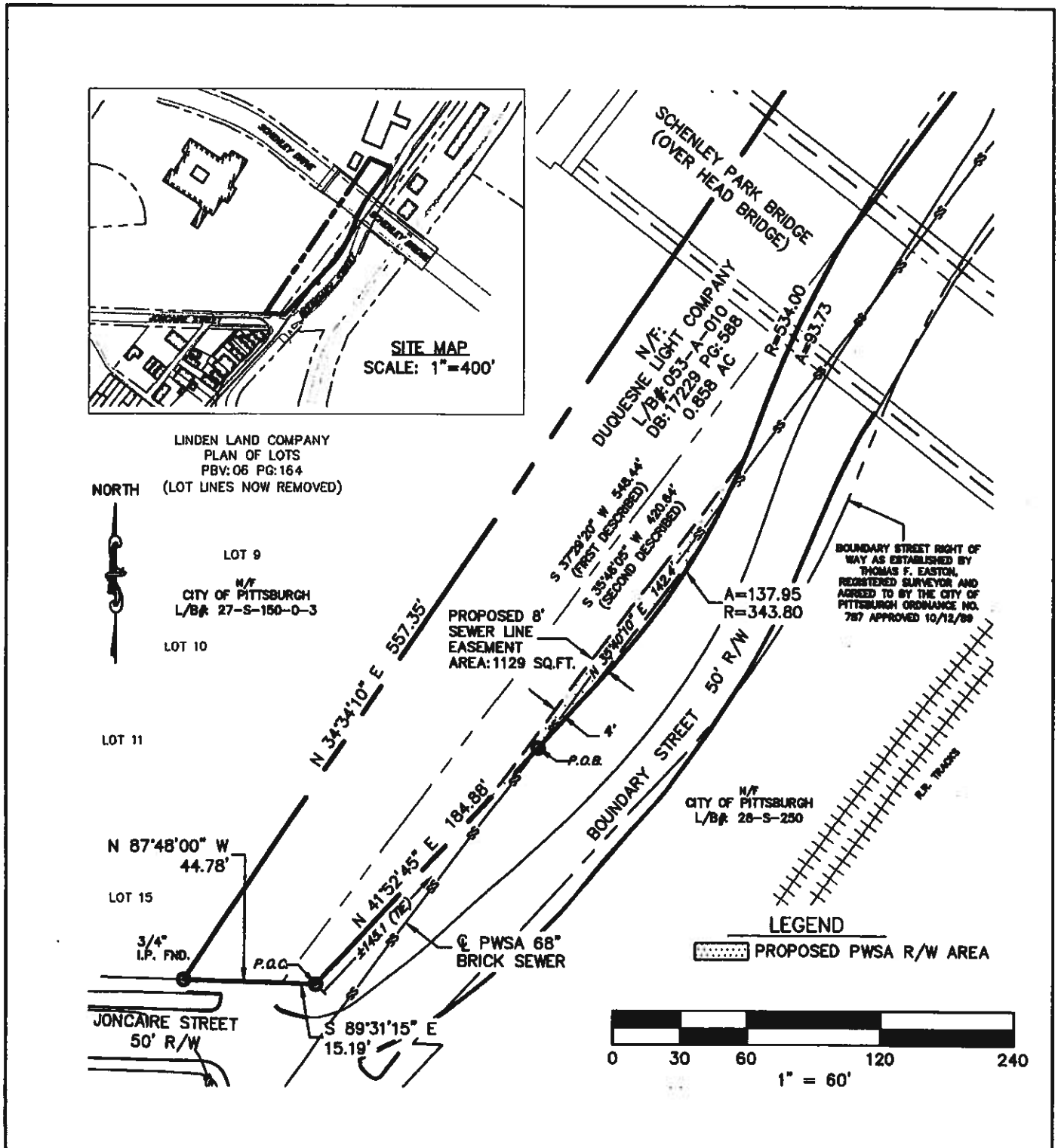
EASEMENT DESCRIPTION

All that certain strip of land 8 feet in width, lying 4 feet on either side of the following described strip of land situate in the City of Pittsburgh, Allegheny County and the Commonwealth of Pennsylvania, being more particularly described as follows:

Commencing at the southeast corner of a parcel of land now or formerly owned by Duquesne Light Company, being recorded in Deed Book 17229, Page 588 in the Allegheny County Department of Real Estate; thence along the westerly right-of-way line of Boundary Street, a 50 foot road established by Thomas F. Easton, PLS and agreed to by the City of Pittsburgh Ordinance Number 787 approved 10/12/1989, North 41°52'45" East, a distance of ±145.1 feet to the Point of Beginning of the centerline easement; thence through above said parcel of land, North 35°40'10" East, a distance of 142.4 feet to the said westerly right-of-way line of Boundary Street and the terminus of the centerline easement.

The sidelines of said easement to be lengthened or shortened to terminate along aforementioned westerly right-of-way line of Boundary Street.

EXHIBIT A



LINDEN LAND COMPANY
PLAN OF LOTS
PBV: 06 PG: 164
(LOT LINES NOW REMOVED)



LOT 9
N/F
CITY OF PITTSBURGH
L/B# 27-S-150-0-3

LOT 10

LOT 11

N 87°48'00" W
44.78'

LOT 15

3/4" I.P. FND.
P.O.C.

JONCAIRE STREET
50' R/W

N 34°34'10" E 557.35'

PROPOSED 8' SEWER LINE EASEMENT
AREA: 1129 SQ.FT.

6" PWSA 68" BRICK SEWER

N 41°52'45" E 184.88'

S 89°31'15" E 15.19'

SCHENLEY PARK BRIDGE
(OVER HEAD BRIDGE)

DUQUESNE LIGHT COMPANY
N/F:
L/B# 053-A-010 DB: 17229 PG: 588
0.858 AC

S 37°20'20" W 548.44' (FIRST DESCRIBED)
S 35°46'05" W 420.94' (SECOND DESCRIBED)

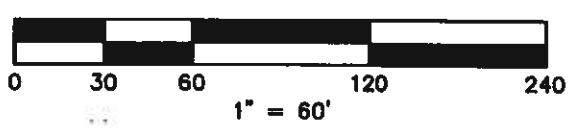
A=137.95
R=343.80

BOUNDARY STREET RIGHT OF WAY AS ESTABLISHED BY THOMAS F. EASTON, REGISTERED SURVEYOR AND AGREED TO BY THE CITY OF PITTSBURGH ORDINANCE NO. 787 APPROVED 10/12/88

N/F
CITY OF PITTSBURGH
L/B# 28-S-250

LEGEND

[Dotted Area] PROPOSED PWSA R/W AREA



| | | | | | |
|---|---|-----------------------------|---|--|--|
| LEGEND P.O.B. POINT OF BEGINNING P.O.C. POINT OF COMMENCEMENT -SS- 6" PWSA SEWER LINE | DUQUESNE LIGHT COMPANY REAL ESTATE DEPT. - SURVEYING PITTSBURGH, PA. | | RIAZZI SUBSTATION PWSA EASEMENT EXHIBIT | | |
| | SCALE AS SHOWN | DATE 1/21/2020 | ARCH. APP. | DUQUESNE LIGHT COMPANY L/B# 053-A-010 DB: 17229 PG: 588 PITTSBURGH/ALLEGHENY CO. | |
| | | DRAWN DND | ELECT. APP. | | |
| | | CHECKED | MECH. APP. | | |
| INSP. | STRUCT. APP. | APP. COMPLETE [Initials] | O.F.E. | L No. 8927 | |
| INSP. | STRUCT. APP. | C.O. | C.O. | | |

EXHIBIT A

EASEMENT DESCRIPTION

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The sidelines of said easement to be lengthened or shortened to terminate along aforementioned westerly right-of-way line of Boundary Street.