

RIGHT-OF-WAY AGREEMENT

THIS INDENTURE made this 16th day of April in the year of our Lord one thousand nine hundred and eighty-seven (1987).

BETWEEN

VANPORT MUNICIPAL AUTHORITY, a Pennsylvania municipal authority with offices at 285 River Avenue, Beaver County, Pennsylvania (hereinafter called "Grantor"), party of the first part.

AND

WESTINGHOUSE ELECTRIC CORPORATION, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal place of business in the City of Pittsburgh, Allegheny County, Pennsylvania (hereinafter called "Grantee"), a party of the second part.

WITNESSETH

THAT the said Grantor, for and in consideration of the sum of \$1.00 to it now paid by Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, and convey unto Grantee its successors and assigns, forever, a perpetual easement and right-of-way, over and across that certain tract of land situate in Vanport Township, Beaver County, Pennsylvania, and which is described on Exhibit "A" attached hereto and made a part hereof.

Said easement is granted subject, however, to any occupations, encroachment, or easements of record or otherwise effecting the parcel of land hereby described and to any state of facts that an accurate survey or personal inspection of the premises may disclose.

The interior twenty (20) feet, ten (10) feet on either side of the center line thereof of said easement, shall be used exclusively for the installation and maintenance of a discharge transmission system consisting of pipes, valves, manholes, and necessary appurtenances for the conveyance of discharge from the Grantee's Waste Treatment Plant. In addition, ten (10) feet in width on either side of the center twenty (20) feet of said easement shall be used exclusively for the construction, installation, repair, laying, relaying or removal of said discharge transmission system. The Grantee shall notify the Grantor prior to such installation, maintenance, repair, renewal, or removal and shall also obtain prior approval of the Brighton Township Sewage Authority of the location and methods to be employed in order that the Sewage Authority may ascertain that the work will not cause damage to the Sewage Authority's line, which lies within said parcel.

The Grantee shall have the following rights, privileges, and authority to use and operate said discharge system, to enter upon said tract of land at any time for the purpose of removing in-line obstructions to flow, monitoring or sampling flow and inspection of the system.

Grantee shall repair any damage to and/or restore the Grantor's property if the need for such repairs or restoration is caused by or arises out of its use of enjoyment of the above-described right-of-way.

The right-of-way herein is granted subject to prior rights, conditions, covenants, easements, and encumbrances, if any, to which the Grantor's property is subject including but not limited to the Brighton Township Sewage Authority's underground sanitary sewer line, which is constructed in

said right-of-way. Grantee shall, prior to start of construction or any repair, replacement, or removal, obtain at its sole cost and expense any Governmental permits for such work.

By acceptance of this agreement and construction of said discharge transmission system, Grantee indemnifies and saves harmless the Grantor from and against all losses, liabilities, claims, or demands (including without limitation, costs and expenses in connection therewith) arising out of any personal injury, including death resulting therefrom, or out of any damage to or loss of destruction of property, in any manner based upon, occasioned by, or attributable or related to the Grantee's use of said easement/right-of-way.

The tract of land over and across which said easement and right-of-way is granted may always be used by the Grantor, for such uses and purposes as will not interfere with the construction, maintenance, repair, renewal, use or operation of said discharge transmission system and are not inconsistent therewith, provided, that no buildings or structures other than fences will be located or constructed by the Grantor within the limits of said easement and right-of-way; and provided, always, that said Grantor, in the use of said tract of land, shall not damage or injure any of the property of Grantee in said easement and right-of-way nor interfere or threaten to interfere in any manner with the construction, maintenance, repair, renewal, use, or operation of said water transmission system.

This indenture supersedes and replaces the Right-of-Way Agreement between the parties hereto dated September 19, 1986, which agreement is hereby terminated.

NOTICE -- THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE, OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL, AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING, OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, 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, 1957, P.L. 984, as amended.)

This Indenture shall be binding upon the insure to the benefit of all the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their proper officers and their corporate seals to be duly affixed, as of the day and year aforesaid.

ATTEST:

Chris M. Stalt

ATTEST:

RE Peter

VANPORT MUNICIPAL AUTHORITY

By: Howard J. Cable
CHAIRMAN

WESTINGHOUSE ELECTRIC CORPORATION

By: Alan J. Melinger
Vice President

STATE OF
COUNTY OF

} SS:

Personally came before me this _____ day of _____
19_____, the within named _____ and
_____ to me known to be the persons who
executed the above and foregoing instrument, and acknowledged the same.

Notary Public

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ALLEGHENY

} SS:

On this 19th day of March, 1987, before
me Nancy M. Taylor the undersigned officer, personally appeared
A. J. Meilinger who acknowledged himself to be the Vice
President of WESTINGHOUSE ELECTRIC
CORPORATION, a corporation, and that he as such Vice President
_____ being authorized to do so, executed
the foregoing instrument for the purposes therein contained by signing the
name of the corporation.

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

Nancy M. Taylor

Notary Public
NANCY M. TAYLOR, ROTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES JUNE 25, 1990
Member, Pennsylvania Association of Notaries

EASEMENT OF RIGHT-OF WAY FOR OUTFALL SEWER

VANPORT TOWNSHIP MUNICIPAL AUTHORITY

TO

WESTINGHOUSE ELECTRIC CORPORATION

Being a perpetual easement of right-of-way having a right-of-way width of twenty feet (20') in width throughout its total length with an additional ten feet (10') in width on each side of easement during the construction period or any period of reconstruction, laying, relaying, relocating, repairing or removal, for the purposes, at any time and from time to time, of constructing, laying, relaying, relocating, operating, maintaining, repairing and removing an outfall sewer line or lines, together with all necessary appurtenances or parts thereto including manholes, in, on, over, upon, across and through property of the Grantor, which easement of right-of-way is described along its center line by the following courses and distances:

Beginning at a point in the center line of the hereinafter described easement of right-of-way where same is intersected by the center line of State Avenue, also being Pennsylvania Legislative Route No. 243, at State Avenue Center Line Station 12+59.00: thence through an area of land acquired from the Grantors for said State Avenue for public road purposes, slope construction, limited access highway and run channel changes and lands of the Grantor the following seven courses and distances:)1) South 55 degrees 10 minutes 52 seconds East for a distance of 38.07 feet to a point; (2) North 56 degrees 17 minutes 16 seconds East for a distance of 64.90 feet to a point; (3) North 86 degrees 7 minutes East for a distance of 161.73 feet to a point; (4) South 61 degrees 36 minutes 34 seconds East for a distance of 65.48 feet to a point; (5) South 61 degrees 44 minutes 14 seconds East for a distance of 137.41 feet to a point; (6) South 24 degrees 15 minutes 34 seconds East for a distance of 147.93 feet to a point; (7) South 50 degrees 31 minutes 37 seconds East for a distance of 23.30 feet to a point of terminous on the dividing line between lands of the Grantor and lands conveyed to Walter Andrews, Sr. and Winona B. Andrews, by deed recorded in the Recorder of Deeds Office in the County of Beaver, Commonwealth of Pennsylvania in Deed Book Volume 1273, page 44. Said terminous point also being South 25 degrees 00 minutes 35 seconds East, a distance of 23.71 feet from a corner common to land of Grantor, land of Charles W. Brown, and Elva H. Brown, his wife and lands of Walter Andrews, Sr. and Winona B. Andrews.

Said description made in accordance with plan of survey as prepared DANIEL C. BAKER ASSOCIATES, INC. dated June 27, 1986, Revised on February 18, 1987.



**Westinghouse
Electric Corporation**

**Distribution and Protection
Business Unit**

1 Tuscarawas Road
Beaver Pennsylvania 15009
(412) 775 2000

March 27, 1987

Vanport Municipal Authority
285 River Avenue
Vanport, PA 15009

Attention: Mr. H. Cable, Chairman

Subject: Easement for Pipeline Construction

The Department of Environmental Resources has directed Westinghouse to revise the location of the proposed outfall for its treatment plant discharge line to the Ohio River. This relocation requires changing the route of the pipeline in the vicinity of your treatment plant.

The purpose of this letter is to request that we void the easement agreement that the Authority granted Westinghouse in September of 1986 and replace it with the agreement attached (3 copies). For your consideration, also attached is a drawing of the proposed easement location with the present location shown in red.

We are asking permission to locate a portion of the rerouted line on Authority property rather than on that of the Browns because timing is becoming critical, and since the Browns live in Florida, there is a possibility of delaying the project while engaging in "long-distance" negotiations.

If you have any questions or comments on this proposal, please call me on 773-1634.

Sincerely,

Ed Farland

E. F. Farland, Manager
Works Engineering

Attachments

EF/lau

*Called
Special Meeting
4/16/87*

