

Paul E. Russell
Associate General Counsel

PPL
Two North Ninth Street
Allentown, PA 18101-1179
Tel. 610.774.4254 Fax 610.774.6726
perussell@pplweb.com



August 3, 2010

Rosemary Chiavetta, Esquire
Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, Pennsylvania 17120

**Re: PPL Electric Utilities Corporation
Waterline Easement Agreement with
The County of Dauphin**

RECEIVED
2010 AUG -5 AM 9:36
PA. P.U.C.
SECRETARY'S BUREAU

Dear Ms. Chiavetta:

Enclosed for filing on behalf of PPL Electric Utilities Corporation ("PPL Electric") are an original and three (3) copies of a Waterline Easement Agreement between PPL Electric Utilities Corporation and the County of Dauphin. This filing is being filed pursuant to 66 Pa. C.S.A. § 507.

Pursuant to 52 Pa. Code § 1.11, the enclosed documents are to be deemed filed on August 3, 2010, which is the date deposited in the U. S. mail as shown by the U. S. Postal Service stamp on the envelope.

In addition, please date and time-stamp the enclosed extra copy of this letter and return it to me in the envelope provided.

If you have any questions please call me.

Very truly yours,

Paul E. Russell

Enclosures

Prepared By: PPL Services Corporation
610-774-6289

Return to: County of Dauphin
17 North Front Street
Harrisburg, PA

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2010 AUG -5 AM 9:36
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Parcel ID#: 14-041-023

WATERLINE EASEMENT AGREEMENT

THIS WATERLINE EASEMENT AGREEMENT ("Agreement"), made this 20th day of July, 2010, between PPL ELECTRIC UTILITIES CORPORATION, formerly known as PP&L, Inc., formerly known as Pennsylvania Power & Light Company, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with principal office at Two North Ninth Street, Allentown, County of Lehigh, Pennsylvania, hereinafter collectively called "PPL Electric" and THE COUNTY OF DAUPHIN, a political subdivision of the Commonwealth of Pennsylvania, having an office at 17 North Front Street, Harrisburg, County of Dauphin, Pennsylvania, collectively called "County."

WITNESSETH

WHEREAS, PPL Electric is the owner in fee of a tract of land known as Tax Map Parcel Number 14-041-023, Deed Book Reference H-53 Page 392 situated in the City of Harrisburg, Dauphin County (the "Property"); and

WHEREAS, County desires to acquire an easement from PPL Electric to construct a waterline on the Property.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00), receipt whereof is hereby acknowledged, PPL Electric does hereby grant and easement allowing it permission to construct, operate and maintain a waterline on the Property in the location as shown on the attached plan entitled "Construction Plan For Wildwood Nature Sanctuary Site Improvements, 100 Wildwood Way, City of Harrisburg, County, Pennsylvania dated September 22, 2009, under and subject to the following reservations, terms, and conditions:

1. The installation of the said County facilities shall be in compliance with all applicable laws, statutes, regulations and ordinances, as well as the requirements of any and all municipal, state or other governmental agencies.
2. No additional changes to existing and/or proposed grades shall be allowed without PPL Electric's prior approval based on detailed drawings.

3. Access by PPL Electric to the Property for line maintenance or other work to be performed to PPL Electric's facilities shall at no time be impeded.
4. County shall limit the installation of the facilities to the dimensions as indicated on the plan hereby attached and made a part of the agreement hereto.
5. PPL Electric shall be relieved of all responsibility for environmental problems resulting from construction on or use of the Property and any such problems shall be resolved without expense to PPL Electric and with the approval of and to the satisfaction of all appropriate local, state and federal governmental agencies.
6. County hereby releases, quitclaims, discharges, indemnifies, defends and holds harmless PPL Electric, its officers, directors, employees, agents, successors and assigns from and against any and all loss liability, including environmental, damages, demands, claims, suits, fines, penalties or causes of action whatsoever, caused by, resulting from, or in any way related to County's or the public's presence on or within PPL Property, including resolving any environmental problems, without expense to PPL Electric, to the satisfaction of all appropriate local, state and federal governmental entities.
7. County agrees to indemnify, defend and save harmless PPL Electric from any and all damages or losses sustained by County or the public through the use of PPL Electric's equipment, including trucks, which may be operated over the Property or resulting from any lawful use of the Property by PPL Electric, and County agrees to be liable for any and all damages sustained by PPL Electric as the result of the installation, operation, and maintenance of facilities, so long as PPL Electric has not acted in a negligent manner.
8. This Agreement shall commence as indicated on the aforesaid date and continue thereafter. However, should County violate any of the reservations, terms, or conditions set forth in this Agreement and fails to cure such breach within thirty (30) days of receipt of written notice from PPL Electric, PPL Electric may forthwith declare this agreement terminated.
9. This Agreement shall extend to and be binding upon the respective successors and assigns of PPL Electric.
10. Blasting under or near PPL Electric facilities is prohibited unless a blasting procedure is submitted to and approved by PPL Electric. If blasting is required, PPL Electric's Regional System Maintenance and Engineering Group must be notified at least five working days in advance, so that any necessary precautions may be taken to avoid damage to PPL lines and interruptions of service to PPL Electric customers. PPL Electric assumes no liability in approving the blasting procedure but reserves the right to prohibit any blasting that is not performed in a safe manner.
11. If counterpoise, usually 12 inches to 18 inches below grade, or any other PPL Electric facility is damaged or severed, the damage shall be reported immediately

- to PPL. The damaged facility will be re-established by PPL Electric at the responsible party's expense.
12. Relocation or temporary reinforcement of PPL Electric's facilities, if any, will be done at County's expense.
 13. If required, a barrier, approved by PPL Electric, shall be installed at County's expense to protect any PPL Electric facilities.
 14. County agrees to restore the subject property to its original condition and to be responsible for any ground settling which may result from the installation of the facilities, for a period of one (1) year from completion of facilities, and any maintenance which may be required thereafter.
 15. *County shall advise any and all Contractors that they must exercise extreme caution to avoid shock hazards.*
 16. Any cranes or other equipment which may be used in close proximity to PPL Electric lines for the installation of the aforesaid facilities must be operated in a manner which will avoid contact with the electric lines, in accordance with the safety standards established and promulgated by the Department of Labor and Industry and the Federal Occupational Safety and Health Act and its regulations in effect or proposed as of the date of this agreement. All NESC Code Clearances must be maintained.
 17. All facilities shall be installed in a manner which will allow passage of heavy equipment (up to 25 tons double axle weight) over the facilities and PPL Electric shall not be liable for any damages to facilities installed on the Property.
 18. Any cathodic protection that may be required shall be installed and maintained by County at no expense to PPL. County shall be responsible for any mitigation costs that may result from the use of the cathodic protection system to protect PPL's system, which may include the removal of the cathodic protection system at PPL's discretion. Remediation of stray voltage or currents on the pipeline due to the proximity to PPL facilities will be at the expense of County.
 19. A 20' minimum horizontal separation shall be maintained from the centerline of any underground facility to the nearest parallel overhead line conductor to provide a safe working space during construction and maintenance of the underground facility.
 20. This agreement, once executed, will be filed with the Pennsylvania Public Utility Commission (PUC) so that PPL Electric Utilities Corporation can obtain from the PUC a Certificate of Public Convenience.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

WITNESS:

PPL ELECTRIC UTILITIES CORPORATION

By:

James A. Shubly

Robert J. Farley

Robert J. Farley

Manager-Real Estate Services of PPL Services Corporation and Authorized Agent for PPL Electric Utilities Corporation

WITNESS:

THE COUNTY OF DAUPHIN

By:

Mr. G. L.

Carl A. Dickson

Title: 6-14-10

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SECRETARY'S BUREAU

COMMONWEALTH OF PENNSYLVANIA) : SS
COUNTY OF LEHIGH)

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2010 AUG -5 AM 9: 36

PA. P.U.C. SECRETARY'S BUREAU
, 2010, before me, a Notary

On this the 20 day of July

Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Robert J. Farley, who acknowledged himself to be the Manager – Real Estate Services of PPL Services Corporation and authorized agent for PPL Electric Utilities Corporation, a corporation, and that he as such authorized agent, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as authorized agent.

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

Therese M. Schaller
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Therese M. Schaller, Notary Public
City Of Allentown, Lehigh County
My Commission Expires Nov. 8, 2011
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA) : SS
COUNTY OF Dauphin)

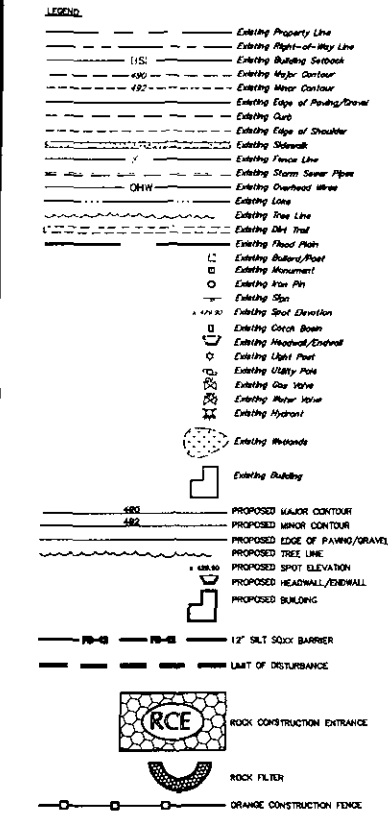
On this the 14th day of June, 2010, before me, a Notary

Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Carl A. Dickson, who acknowledged himself to be the Director of The County of Dauphin, Parks and Recreation, and that he as such Director, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as Director of The County of Dauphin, Parks and Recreation.

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

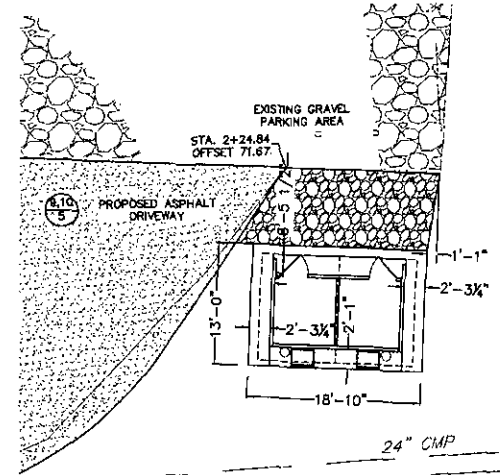
COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
LISA R. ROWE, Notary Public
City of Harrisburg, Dauphin County
My Commission Expires July 12, 2013

Lisa R. Rowe
Notary Public



- EXISTING CONDITIONS NOTES:**
- ALL HORIZONTAL COORDINATES ARE BASED ON AN ASSUMED DATUM. VERTICAL DATUM ALL ELEVATIONS ALONG INDUSTRIAL ROAD ARE ASSUMED BASED ON USING THE CONCRETE PAD AT THE PAVILION AS ELEVATION 500. ALL ELEVATIONS IN THE AREA OF THE NATURE CENTER AND PAXTON CREEK ARE ASSUMED BASED ON USING THE FINISHED FLOOR ELEVATION AT THE FRONT ENTRANCE OF THE NATURE CENTER AS ELEVATION 500.
 - LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE BASED ON SURFACE EVIDENCE, EXISTING DRAWINGS, AND INFORMATION FURNISHED BY THE RESPECTIVE UTILITY COMPANIES. CONTRACTOR TO CONTACT PA ONE CALL SYSTEM INC. (1-800-242-1778) TO ESTABLISH EXISTING UTILITY LOCATIONS AT LEAST 3 WORKING DAYS PRIOR TO THE START OF ANY EARTH MOVING ACTIVITIES.
 - THE 100-YR FLOODPLAIN SHOWN ON THIS PLAN WAS TAKEN FROM THE CITY OF HARRISBURG FLOOD ZONES MAP, LAST UPDATED 2003.
 - PROPERTY LINES SHOWN ALONG INDUSTRIAL ROAD WERE TAKEN FROM DEED BOOK H, VOLUME 53, PAGE 362 DATED DECEMBER 29, 1987 AS PROVIDED BY PPL ELECTRIC UTILITIES AND ARE APPROXIMATE.
 - THE PROPOSED WORK IS REFLECTIVE OF THE CONDITIONS SET FORTH AS PART OF THE AGREEMENT BETWEEN PENNSYLVANIA POWER & LIGHT COMPANY AND THE COUNTY OF DAUPHIN DATED OCTOBER 18, 1983 AS PROVIDED BY DAUPHIN COUNTY PARKS AND RECREATION.

- EROSION & SEDIMENT CONTROL NOTES:**
- TOTAL LIMIT OF DISTURBANCE: 0.98 ACRES
 - CONTRACTOR SHALL MINIMIZE THE IMPACT TO EXISTING VEGETATION WHILE INSTALLING AND MAINTAINING TEMPORARY EROSION & SEDIMENTATION FACILITIES. NO HEAVY EQUIPMENT SHALL BE PERMITTED OUTSIDE THE IMMEDIATE WORK AREA.

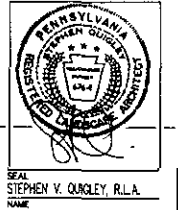
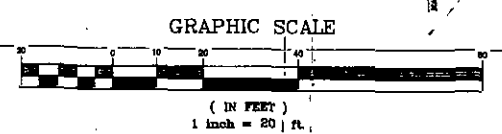
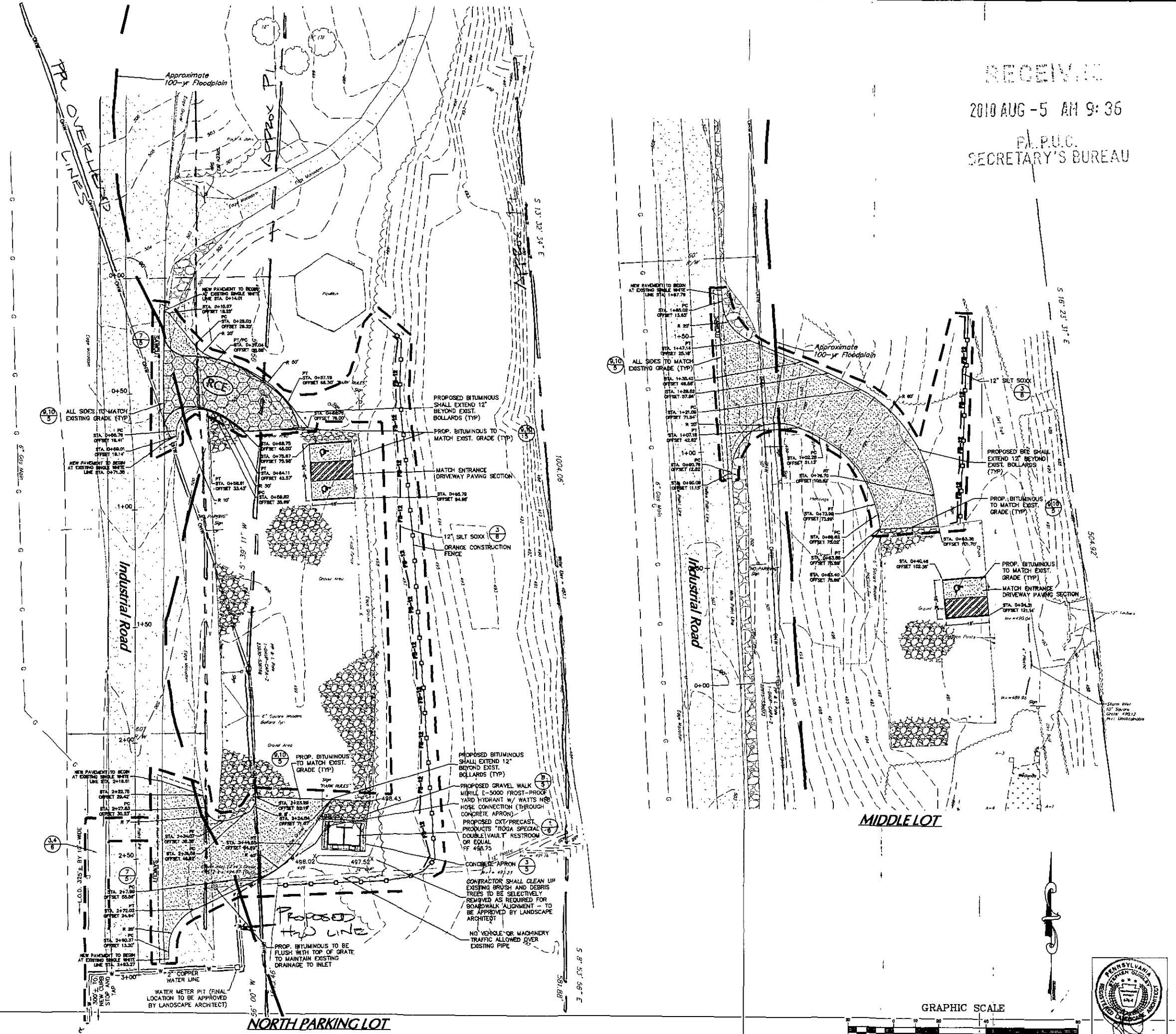


RESTROOM LAYOUT PLAN
SCALE: 1" = 10'

LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE BASED UPON SURFACE EVIDENCE AND EXISTING DRAWINGS AND ARE NOT GUARANTEED TO BE COMPLETE OR ACCURATE BY H. EDWARD BLACK AND ASSOCIATES, LLC. CONTRACTORS TO CONTACT PA ONE CALL SYSTEMS, INC. (1-800-242-1778) TO ESTABLISH EXISTING UTILITY LOCATIONS AT LEAST THREE (3) WORKING DAYS PRIOR TO THE START OF ANY EARTH MOVING ACTIVITIES.

PROJECT SERIAL NO.: DATED: 02-04-09
CITY OF HARRISBURG: 2009030470
SUBSEQUENT TWP: 2209030471

OVER AND ABOVE THE PA ONE CALL SYSTEM, THE CONTRACTOR SHALL UTILIZE A PROFESSIONAL UTILITY LOCATOR TO LOCATE UTILITIES. PRESENT AND/OR PUBLIC IN THE FIELD THREE (3) BUSINESS DAYS PRIOR TO THE START OF CONSTRUCTION. ALL EXCAVATION IN THE AREA OF UTILITIES SHALL BE PROBED BY HAND WHERE CONSTRUCTION IS OVER OR IN CLOSE PROXIMITY TO ANY UTILITIES TO VERIFY UTILITY LOCATIONS.



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THIS DRAWING IS AND SHALL REMAIN THE PROPERTY OF H. EDWARD BLACK AND ASSOCIATES, ANY REUSE ON PROJECT EXTENSIONS OR ALTERATIONS OR ADDITIONS TO THIS PROJECT SHALL BE AT USER'S SOLE RISK AND WITHOUT LIABILITY TO H. EDWARD BLACK AND ASSOCIATES, LLC.	
REVISED LOCATION OF WATER SERVICE	MWW 05-11-10
REVISED LOD FOR OCC SUBMISSION	MWW 04-26-10
RELEASED FOR BID	MWW 01-01-2010
AS PER CLIENT COMMENTS	MWW 11-18-09
REV. DESCRIPTION	BY DATE
<input type="checkbox"/> COMPREHENSIVE LAND AND SITE PLANNING <input type="checkbox"/> LANDSCAPE ARCHITECTURE <input type="checkbox"/> ENGINEERING	
H. EDWARD BLACK and Associates, Ltd. 2403 North Front Street, Harrisburg, Pennsylvania 17110 • Telephone 717/233-1026 • FAX 717/233-1191	
CONSTRUCTION PLANS	CONSTRUCTION PLAN A
WILDMOOD NATURE SANCTUARY SITE IMPROVEMENTS	100 WILDMOOD WAY CITY OF HARRISBURG DAUPHIN COUNTY PENNSYLVANIA
DRAWN BY: MWW	CHECKED BY: SVQ
DATE: 09-22-09	SCALE: 1" = 20'
JOB NUMBER: 07032	SHEET 2 OF 8

FIRST CLASS

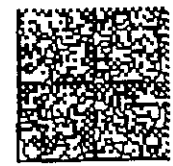
FIRST CLASS


FIRST CLASS

FIRST CLASS

FIRST CLASS

PPL Electric Utilities
Two North Ninth Street
Allentown, PA 18101-1179



UNITED STATES POSTAGE

PITNEY BOWES
02 1M \$ 01.73⁰
0004255848 AUG04 2010
MAILED FROM ZIP CODE 18101

FIRST CLASS MAIL

Rosemary Chiavetta, Esquire
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, Pennsylvania 17120