

**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 24, 2010

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

**RECEIVED**

AUG 24 2010

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**Re: PPL Electric Utilities Corporation  
Agreement Providing for Grant of  
Traffic Signal Easement with Ephrata Township**

Dear Ms. Chiavetta:

Enclosed for filing on behalf of PPL Electric Utilities Corporation ("PPL Electric") are an original and three (3) copies of an Agreement Providing for Grant of Traffic Signal Easement between PPL Electric and the Township of Ephrata. 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 24, 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,

A handwritten signature in black ink that reads "Paul E. Russell" followed by a stylized flourish.

Paul E. Russell

Enclosures

"Prepared by": Charles W. Sheidy, Esquire  
60L West Church Street  
Denver, PA 17517  
(717) 336-3015

"Return to": Charles W. Sheidy, Esquire  
60L West Church Street  
Denver, PA 17517  
(717) 336-3015

"Parcel ID#": Part of 270-52391-0-0000

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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**AGREEMENT PROVIDING FOR GRANT OF TRAFFIC SIGNAL EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that PPL ELECTRIC UTILITIES CORPORATION, formerly known as PP&L, Inc., formerly known as Pennsylvania Power & Light Company of 2 North 9<sup>th</sup> Street, Allentown, County of Lehigh, and Commonwealth of Pennsylvania 18101, hereinafter, called the "Grantor", for and in consideration of One Dollar (\$1.00), and intending to be legally bound hereby, by these presents, does hereby grant, convey, bargain, and sell unto EPHRATA TOWNSHIP, a municipal corporation, organized and existing under the laws of the Commonwealth of Pennsylvania, hereinafter called the "Grantee", its successors and assigns, the free and uninterrupted perpetual right, use, liberty and privilege of repairing, inspecting, testing, maintaining, relocating and removing a traffic signal, on, upon, under, and through its Property located on the northeast corner of PA Rt. 272 and Church Avenue (SR-1047) and described more fully in Exhibits "A" and "B", attached hereto and made a part hereof.

TOGETHER with free ingress, egress, and regress to and for the said Grantee, its successors and assigns, and its agents or employees, on, over, and through the land (as limited in width as hereinbefore described), at all times and seasons forever hereafter, in order to repair, inspect, test, maintain, remove, or relocate the traffic signal (wherever the latter is located on Grantor's property).

THE GRANTOR HEREIN as a covenant running with the land, for itself and its successor, and assigns, does covenant that no new building or other new structures shall be erected, nor tree, bush or shrub planted or maintained, within the width of the easement or right-of-way herein granted, nor shall any tree, root, shrub, bush or other plant be planted or allowed to grow within the easement or right-of-way for the traffic signal. Nothing contained herein shall prevent the Grantor from using this easement in a manner not inconsistent with the purpose of this easement.

TO HAVE AND TO HOLD all and singular the privileges, rights-of-way and appurtenances above mentioned to it, the said Grantee, its successors and assigns, to the only proper use and behoove of it, the said Grantee, its successors and assigns forever.

In addition, the Grantee, its successors, assigns, agents, contractors, and employees agree to the following conditions of entry:

1. **DAMAGE TO PROPERTY:** Grantee shall exercise care to avoid damaging the property in any manner not consistent with the purpose for which this agreement is issued.
2. **COOPERATION WITH GRANTOR:** Grantee shall at all times cooperate with Grantor and comply with reasonable requests not inconsistent with the purpose for which this agreement is issued.
3. **CLEANUP:** Grantee upon completion of the work shall clean and remove from said easement all rubbish, excess material, and equipment.
4. **ACCEPTANCE:** All parts of the site shall be left in acceptable condition.
5. **REASONABLE DILIGENCE:** Grantee and its contractors shall use reasonable diligence in completing the work for which the construction easement was given, once the easement is used.
6. **ACCESS:** At no times shall access to PPL's property or its facilities be impeded.
7. **ENVIRONMENTAL:** Grantor shall be relieved of all responsibility for environmental problems arising out of or resulting from the exercise of Grantee's rights under this grant of easement. In such case, any and all such problems shall be resolved without expense to Grantor and with the approval of and to the satisfaction of all appropriate local, state and federal governmental agencies.
8. **INDEMNIFICATION:** Grantee shall release, quitclaim, discharge, indemnify, defend, and hold harmless Grantor, its officers, directors, employees, agents, successors and assigns, from and against any and all loss liability, demands, claims, suits, fines, penalties or causes of action whatsoever, caused by, resulting from, or in any way related to Grantee's or its agent's, employee's or contractor's exercise of its rights under or pursuant to this grant of easement, including but not limited to any third party claims and environmental problems.
9. **RESTORATION:** Grantee agrees to restore the subject right of way 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.

IN WITNESS WHEREOF, these persons have been executed by the Grantor herein, under seal, this 10<sup>th</sup> day of August, 2010.

**PPL ELECTRIC UTILITIES CORPORATION**

BY: Robert J. Farley (SEAL)  
Robert J. Farley  
Manager-Real Estate Services of  
PPL Services Corporation and Authorized  
Agent for PPL Electric Utilities Corporation

ATTEST:

Diane M. Koc  
Asst. Secretary/Treasurer

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AUG 24 2010

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**COMMONWEALTH OF PENNSYLVANIA:**

: SS:

COUNTY OF Lehigh

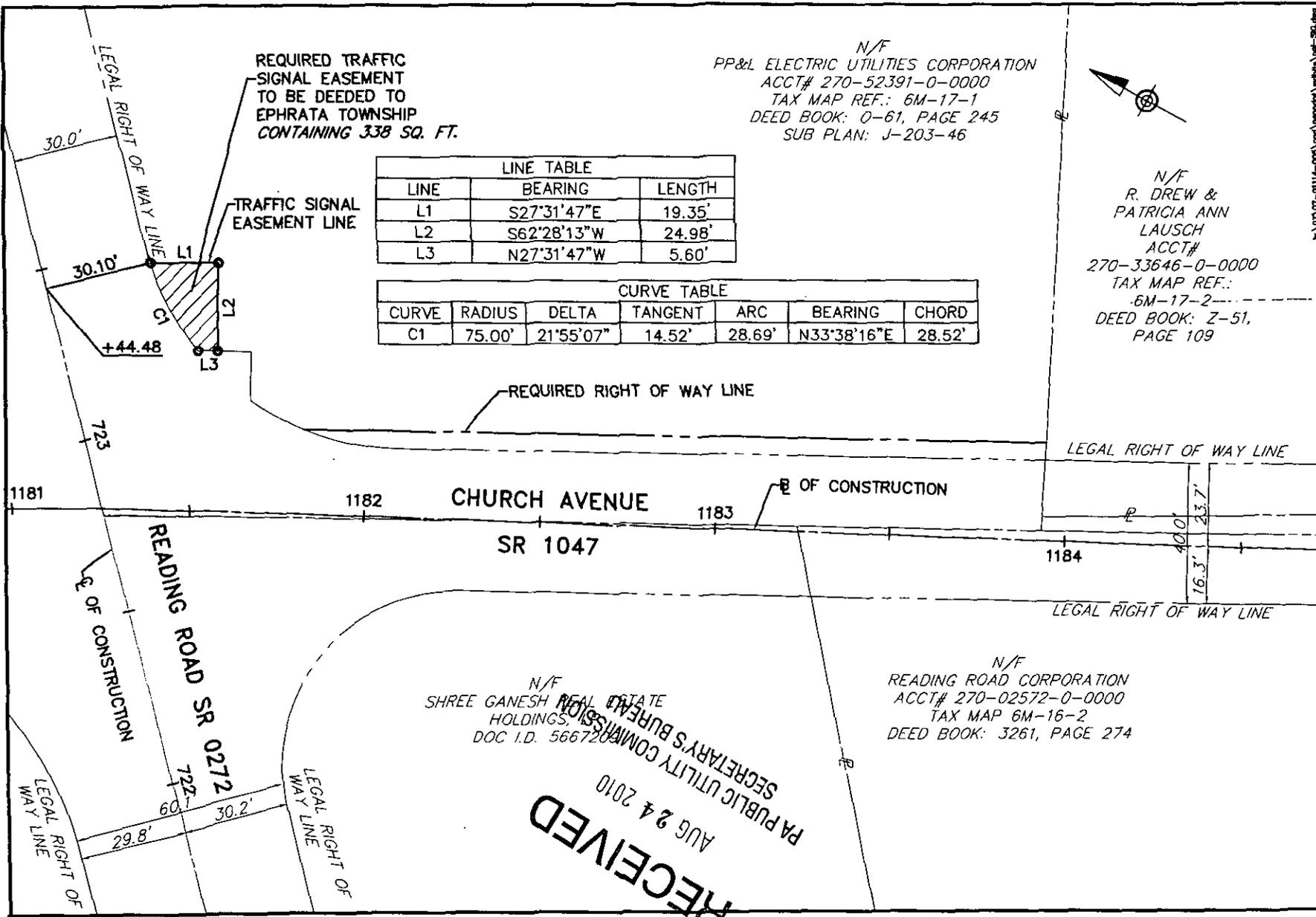
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ON THE 11<sup>th</sup> day of August, 2010, before me, the undersigned officer, personally appeared Robert J. Farley, who acknowledged himself to be the Manager-Real Estate Services of PPL Electric Utilities Corporation and Authorized Agent for PPL Electric Utilities Corporation, a Pennsylvania corporation, and that he as such being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the organization by himself as Authorized Agent.

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

Deborah A. Muhr  
Notary Public

**COMMONWEALTH OF PENNSYLVANIA**  
Notarial Seal  
Deborah A. Muhr, Notary Public  
City of Allentown, Lehigh County  
My Commission Expires July 16, 2012



LINE TABLE

| LINE | BEARING     | LENGTH |
|------|-------------|--------|
| L1   | S27°31'47"E | 19.35' |
| L2   | S62°28'13"W | 24.98' |
| L3   | N27°31'47"W | 5.60'  |

CURVE TABLE

| CURVE | RADIUS | DELTA     | TANGENT | ARC    | BEARING     | CHORD  |
|-------|--------|-----------|---------|--------|-------------|--------|
| C1    | 75.00' | 21°55'07" | 14.52'  | 28.69' | N33°38'16"E | 28.52' |

DRAWN BY: ARE  
DATE: 9/24/07  
SCALE: 1" = 25'  
DWG. NO. 07-01114-005

**REVIEW**

REVIEW Associates, Inc.  
1000 Locust Street, Suite 1000  
Philadelphia, PA 19103  
Phone (717) 364-3721 Fax (717) 364-1063  
Engineers • Surveyors • Landscape Architects  
Environmental Consultants

REQUIRED TRAFFIC SIGNAL EASEMENT TO BE DEEDED TO EPHRATA TOWNSHIP OVER LANDS OF PP&L ELECTRIC UTILITIES CORPORATION LANCASTER COUNTY EPHRATA TOWNSHIP

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Description of Required Traffic Signal Easement over lands of PPL Electric Utilities Corporation  
PA Route 272 and Schoeneck Road Project  
Ephrata Township, Lancaster County, Pennsylvania

ALL THAT CERTAIN piece of land in Ephrata Township, Lancaster County, Pennsylvania; comprising a required traffic signal easement as shown on an exhibit named Required Traffic Signal Easement to be deeded to Ephrata Township over the lands of PP&L Inc. prepared by Rettew Associates dated September 24, 2007, and being more fully bounded and described as follows:

BEGINNING at a point on the southerly right-of-way line of PA State Route 272 at station 723+44.48, offset 30.10' to the Right; thence crossing the lands, now or late, of PPL Electric Utilities Corporation the following two (2) courses and distances, 1) S 27° 31' 47" E, a distance of 19.35' to a point, 2) S 62° 28' 13" W, a distance of 24.98' to a point on said right-of-way line; thence along said right-of-way line the following two (2) courses and distances, 1) N 27° 31' 47" W, a distance of 5.60' to a point, 2) a line curving to the right with a radius of 75.00', an arc distance of 28.69', the chord of said arc being N 33° 38' 16" E, a distance of 28.52' to a point, the PLACE OF BEGINNING.

CONTAINING: 338 square feet.

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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Exhibit "B"

From: Origin ID: ABEA (610) 774-6908  
Karen Posten  
PPL Corporation  
2 N 9th St

Allentown, PA 18101



J18201682898225

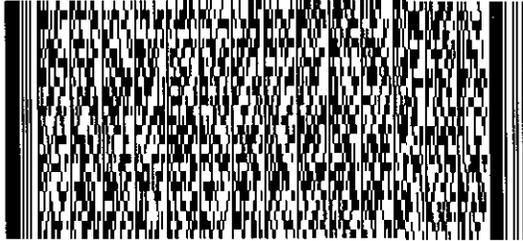
Ship Date: 24AUG10  
ActWgt: 1.0 LB  
CAD: 8616795/MNET3060

Delivery Address Bar Code



Ref # PER - JS 205 734268 000  
Invoice #  
PO #  
Dept #

SHIP TO: (717) 787-8009 BILL SENDER  
**ROSEMARY CHIAVETTA**  
**PA PUBLIC UTILITY COMMISSION**  
**COMMONWEALTH KEYSTONE BLDG**  
**400 NORTH ST**  
**HARRISBURG, PA 17120**



1 of 3

WED - 25 AUG A1

TRK# 7938 4702 4243  
0201

PRIORITY OVERNIGHT

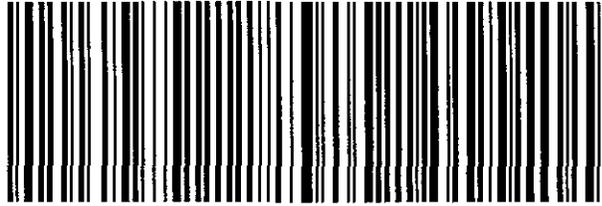
## MASTER ##

17120

PA-US

MDT

**ZN MDTA**



58640306/SA24

**After printing this label:**

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

**Warning:** Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.