

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

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AUG 24 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

**Re: PPL Electric Utilities Corporation
Agreement Providing for Grant of
Drainage 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 Drainage 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,

Paul E. Russell | *chag*

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 DRAINAGE 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, a Pennsylvania Corporation, of 2 North 9th Street, Allentown, Pennsylvania 18101, hereinafter, called the "Grantor", its successors and assigns 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 Pennsylvania Municipal Corporation, of 265 Akron Road, Ephrata, Pennsylvania 17522, 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 constructing, repairing, inspecting, testing, maintaining, relocating and removing a drainage facility and related appurtenance, on, upon, under, and through its Property located at 501 Reading Road, Ephrata Township, Lancaster County, Pennsylvania 17522. The easement is more fully described in the legal description attached hereto, made a part hereof and marked Exhibit "A". The area of the easement is shown on the sketch plan attached hereto as Exhibit "B" 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 area as hereinbefore described), at all times and seasons forever hereafter, in order to construct, inspect, test, maintain, remove, or relocate the road way drainage facilities 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 roadway facilities. 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, easement 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.

Being a portion of the same property that Irwin D. Hatt and Charles W. Northrup t/d/b/a Martin's Feed Mill, by Deed dated September 20, 1971, and Recorded in Deed Book O, Volume 61, Page 245, and a portion of the same property that Lester M. and Erma G. Newswanger of Ephrata, PA, by Deed dated September 24, 1979, and Recorded in Deed Book L, Volume 78, Page 138 conveyed or devised, together with the improvements, hereditaments and appurtenances thereon to Pennsylvania Power & Light Company.

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.

10. PUC filing: A copy of this agreement, and on acceptance hereof by Grantor shall be filed by Grantor with the Pennsylvania Public Utility Commission and this agreement shall thereafter become effective in accordance with the provisions of the Public Utility Law.

IN WITNESS WHEREOF, having the authority to do so, we have set our hands and seals, this 29 day of July, 2010.

EPHRATA TOWNSHIP
Grantee

Date: 7/29/2010

BY: Helen Zerbe
Chairman/Vice-Chairman

ATTEST: John J. Weber
Secretary/Treasurer

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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:

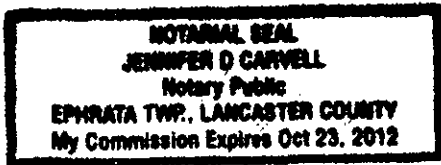
William K. [Signature]
Asst. Secretary/Treasurer

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF LANCASTER : SS:
:

ON THE 29th day of July, 2010, before me, the undersigned officer, personally appeared J. Tyler Zerbe, who acknowledge himself to be the Chairman/Vice-Chairman of Ephrata Township, and that he as such officer being authorized to do so, executed the within instrument for the purposes therein contained by signing the name of the Township by himself as said officer.

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



Jennifer D. Carvell
Notary Public

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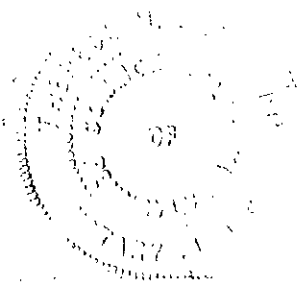
COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF Lehigh : SS:
:

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

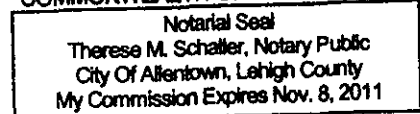
ON THE 29th day of July, 2010, before me, the undersigned officer, personally appeared Robert J. Farley, who acknowledged himself to be the Manager-Real Estate Services of PPL Services Corporation and Authorized Agent for PPL Electric Utilities Corporation, a Pennsylvania corporation, and that he as 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.



Therese M. Schaller
Notary Public

COMMONWEALTH OF PENNSYLVANIA



Member, Pennsylvania Association of Notaries

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N/F
PP&L ELECTRIC UTILITIES CORPORATION
ACCT# 270-52391-0-0000
TAX MAP REF.: 6M-17-1
DEED BOOK: 0-61, PAGE 245
SUB PLAN: J-203-46

N/F
R. DREW &
PATRICIA ANN
LAUSCH
ACCT#
270-33646-0-0000
TAX MAP REF.:
6M-17-2
DEED BOOK: Z-51,
PAGE 109

LINE TABLE		
LINE	BEARING	LENGTH
L1	N62°28'13"E	20.00'
L2	S27°31'47"E	20.00'
L3	S62°28'13"W	20.00'
L4	N27°31'47"W	20.00'

REQUIRED DRAINAGE EASEMENT
TO BE DEEDED TO
EPHRATA TOWNSHIP
CONTAINING 400 SQ. FT.

DRAINAGE EASEMENT LINE

REQUIRED RIGHT OF WAY LINE

OF CONSTRUCTION

CHURCH AVENUE

SR 1047

N/F
SHREE GANESH REAL ESTATE
HOLDINGS, LP.
DOC I.D. 5667209

N/F
READING ROAD CORPORATION
ACCT# 270-02572-0-0000
TAX MAP 6M-16-2
DEED BOOK: 3261, PAGE 274

BETTER

BETTER Associates, Inc.
3020 Columbia Ave., Lancaster, PA 17603
Phone: (717) 398-2721 Fax: (717) 398-0883
Engineers • Planners • Environmental Consultants

REQUIRED DRAINAGE EASEMENT
OVER LANDS OF
PP&L ELECTRIC UTILITIES CORPORATION
LANCASTER COUNTY
EPHRATA TOWNSHIP

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

K:\07\07-01114-005\005\pennnet\exhibit\lga-06.dwg

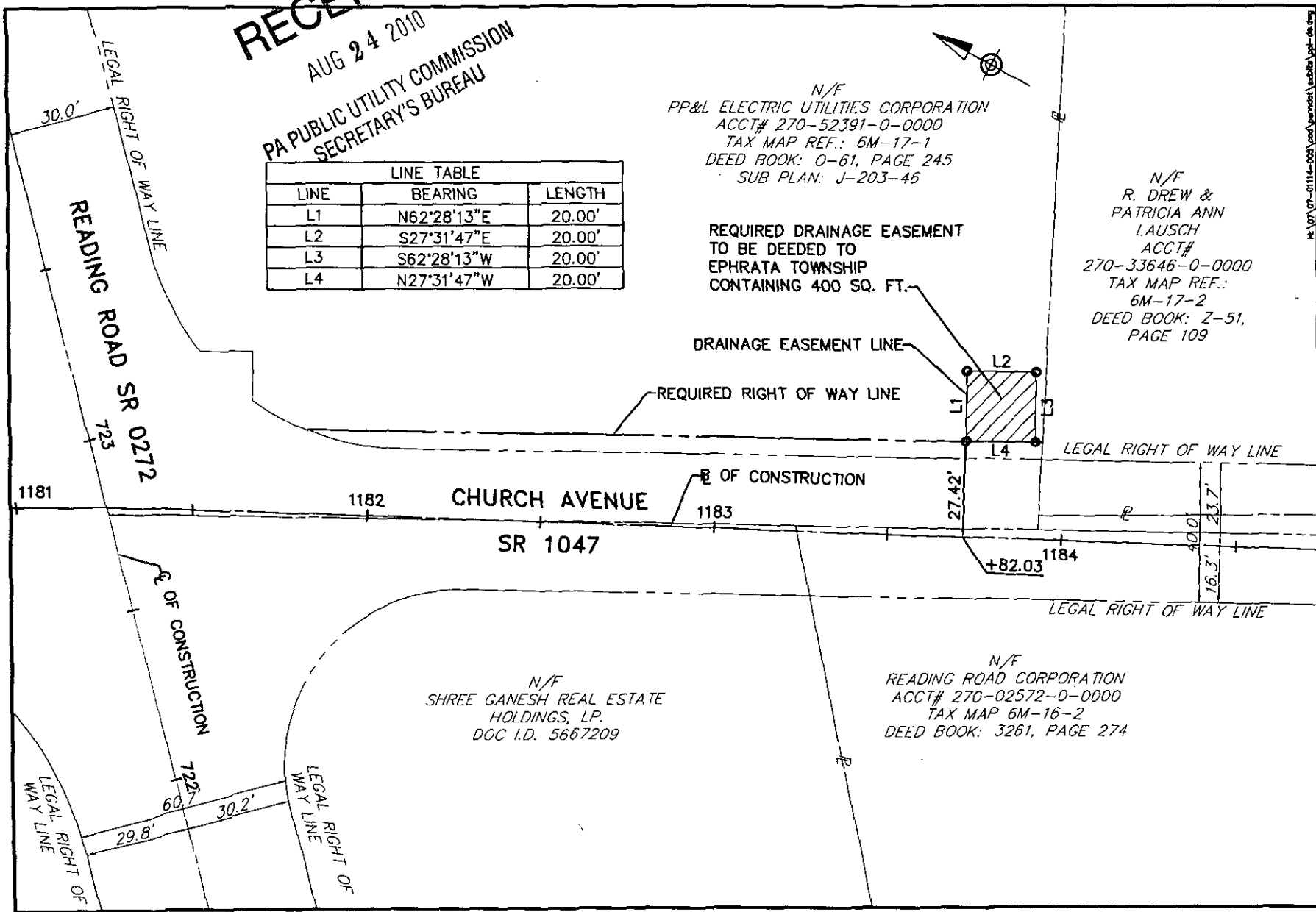


Exhibit "A"

Description of Required Drainage 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 drainage easement as shown on an exhibit named Required Drainage Easement over the lands of PPL Electric Utilities Corporation prepared by Rettew Associates dated September 24, 2007, and being more fully bounded and described as follows:

BEGINNING at a point on the easterly side of Church Avenue (40' wide) at station 1183+82.03, offset 27.42' to the left, said point being on the lands, now or late, of PPL Electric Utilities Corporation; thence crossing said lands the following four (4) courses and distances, 1) N 62° 28' 13" E, a distance of 20.00' to a point, 2) S 27° 31' 47" E, a distance of 20.00' to a point, 3) S 62° 28' 13" W, a distance of 20.00' to a point, 4) N 27° 31' 47" W, a distance of 20.00' to a point, the PLACE OF BEGINNING.

CONTAINING: 400 square feet.

H:\07\07-01114-005\CAD\PennDOT\Exhibits\Legals\PP&L-DE-legal-12-18-07.doc

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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



Ship Date: 24AUG10
ActWgt: 1.0 LB
CAD: 8616795/NET3060

Allentown, PA 18101

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

J16201000990225

3 of 3

WED - 25 AUG A1

MPS# 7938 4702 4427

PRIORITY OVERNIGHT

0263

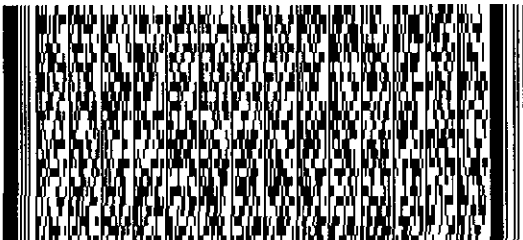
Mstr# 7938 4702 4243 0201

17120

PA-US

MDT

ZN MDTA



586G40306/RA24

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