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SECRETARY'S BUREAU



**SANITARY SEWER  
EASEMENT AGREEMENT**

THIS AGREEMENT ("Agreement"), made this *9th* day of *November*, 2010, between PPL Electric Utilities Corporation, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, hereinafter called "PPL EU," located in Allentown, Lehigh County, Pennsylvania, and Scott Township Sewer and Water Authority, a Pennsylvania Municipal Authority, located in Scott Township, Lackawanna County, Pennsylvania, hereinafter called "Grantee."

**WITNESSETH**

WHEREAS, Grantee is desirous of obtaining from PPL EU an easement for the use of a portion of PPL EU's Lackawanna Substation Access Road (the "Premises") located in Scott Township, Lackawanna County, Pennsylvania and also known as Lackawanna Tax Map Parcels 0920204000411 and 0920204001001 for the purpose of construction, repair, maintenance, operation and replacement of a sanitary sewer line. The legal description of the Premises is attached hereto as Exhibit "A" and made a part hereof.

WHEREAS, PPL EU is willing to grant the easement to Grantee, subject to the terms and conditions set forth herein.

NOW, THEREFORE, PPL EU, for and in consideration of the promises, covenants and conditions set forth herein, and other good and valuable consideration, hereby grants an easement to Grantee in the area identified on Exhibit "B", which is attached hereto and made a part hereof, allowing Grantee the right and privilege to use a portion of the Premises for the construction, repair, maintenance, operation and replacement of a sanitary sewer line and related facilities (the "Facilities"), subject to the following reservations, terms, and conditions:

1. The installation of the Facilities shall be in compliance with the requirements of any and all municipal, state or other governmental rules, laws, statutes or regulations.
2. No additional changes to existing and/or proposed grades shall be allowed without PPL EU's prior approval based on detailed drawings.

3. No buildings or other structures, temporary or permanent, may be erected within the Premises without prior approval of PPL EU.

4. Storage of material or regular parking of vehicles which contain highly flammable or explosive cargoes is prohibited. Storage of flammable fuels or fueling of vehicles is also prohibited.

5. PPL EU reserves unrestricted rights of ingress. Access to PPL EU facilities shall at no time be impeded.

6. PPL EU, its successors, assigns, or lessees, retains the right to construct, operate, maintain, and from time to time to construct or reconstruct any of its existing or future facilities within its Premises, including the installation of any poles, towers, wires, including communication and fiber optic, counterpoise, guys, fixtures, or apparatus necessary to maintain PPL EU facilities, without any obligation to restore the surface or relocate any BARRIERS.

7. Grantee, its successors or assigns, shall limit the installation of the Facilities to the dimensions as indicated on Exhibit B. Grantee shall submit revised plans to PPL EU for proper review prior to installation of any other facilities.

8. PPL EU shall be relieved of all responsibility for environmental claims resulting from construction on or use of PPL EU property and any such problems shall be resolved without expense to PPL EU and with the approval of and to the satisfaction of all appropriate local, state and federal governmental agencies, unless such claims arise out of or are caused by PPL EU or its employees or agents

9. Grantee hereby releases, quitclaims, discharges, indemnifies, defends and holds harmless PPL EU, its officers, directors, employees, agents, successors and assigns, from and against any and all loss liability, damages, demands, claims, suits, fines, penalties or causes of action whatsoever, including but not limited to environmental claims and third-party claims for loss to property or injury person, caused by, resulting from, or in any way related to Grantee presence within PPL EU's Premises, including resolving any environmental problems, without expense to PPL EU, to the satisfaction of all appropriate local, state and federal governmental entities, unless such claims arise out of or result from the gross negligence or misconduct of PPL EU or its employees or agents.

10. This Agreement shall extend to and be binding upon the respective successors and assigns of each of the parties hereto.

11. Blasting under or near PPL EU facilities is prohibited unless a blasting procedure is submitted to and approved by PPL EU. If blasting is required, PPL EU'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 EU lines and interruptions of service to PPL EU customers. PPL EU assumes no liability in approving the blasting procedure but reserves the right to prohibit any blasting that is not performed in a safe manner.

12. Grantee agrees to restore the Premises 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.

13. 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 EU shall not be liable for any damages to Facilities installed on the Premises.

14. This Agreement, once executed, will be filed with the Pennsylvania Public Utility Commission (PUC) so that PPL EU can obtain from PUC a Certificate of Public Convenience permitting the contemplated transaction.

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

WITNESS:

PPL Electric Utilities Corporation

By:

Therese M. Scheller

Robert J. Farley

Robert J. Farley  
Manager- Real Estate Services

WITNESS:

Scott Township Sewer and Water  
Authority

By:

+ John Schlotz

Michael Giannetta

Michael Giannetta  
Chairman

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COMMONWEALTH OF PENNSYLVANIA)  
COUNTY OF Lackawanna ) ; SS

On this the 9<sup>th</sup> day of November, 2010 before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Michael Giannetta, who acknowledged himself to be the Chairman of Scott Township Sewer and Water Authority, a Municipal Authority, and that he as such Chairman being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Municipal Authority by himself as Chairman.

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

*Sarah Graves*

Notary Public  
COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
SARAH GRAVES, Notary Public  
City of Archbald, Lackawanna County  
My Commission Expires Mar. 2, 2011

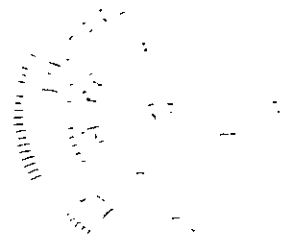
COMMONWEALTH OF PENNSYLVANIA)  
COUNTY OF Lehigh ) ; SS

On this the 18<sup>th</sup> day of November, 2010 before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Robert J. Farley, who acknowledged himself to be the Manager of Real Estate Services of PPL Electric Utilities, a corporation, and that he as such Manager of Real Estate Services, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Manager of Real Estate Services.

IN WITNESS WHEREOF, I 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



## EXHIBIT "A"

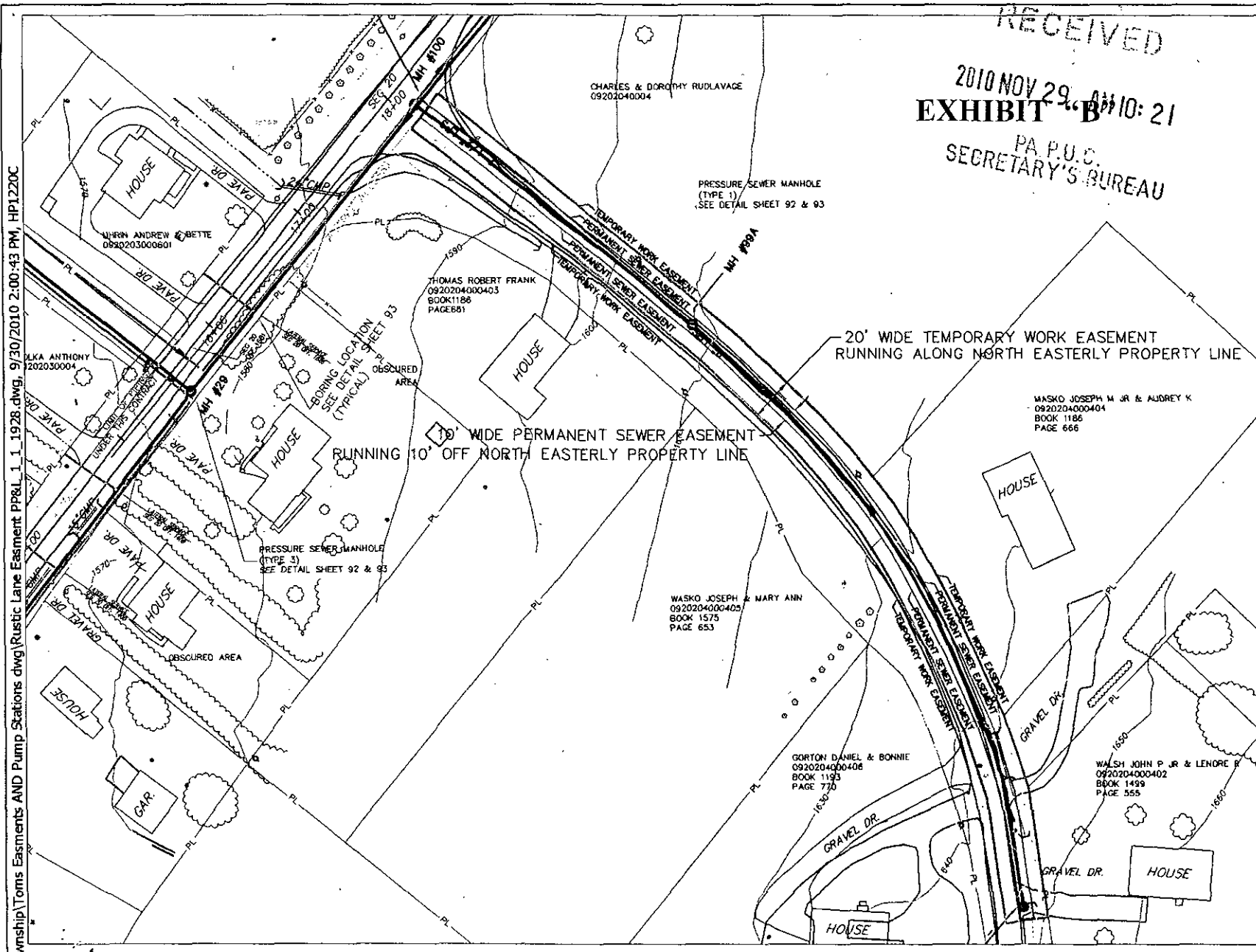
Being a parcel of land as recorded in Book 978, Page 634 and Book 977, Page 614 in the Office of the Recorder of Deeds for Lackawanna County, Pennsylvania.

### PERMANENT EASEMENT

Point of Beginning being located at State Route 1029 SEG0020 Offset 18+14.26 Right 24.83 ft. running 719.51' total length and 10 ft. wide Along the Northern most PPL property line of Private PPL access road also known as Rustic Lane with a TOTAL AREA = 7,195 Sq. Ft.

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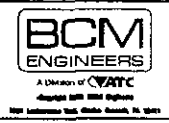
H:\Scott Township\Toms Easements AND Pump Stations.dwg (Rustic Lane Easement PP&L 1\_1\_1928.dwg, 9/30/2010 2:00:43 PM, HP1220C)



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**EXHIBIT B**  
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General Notes

No. Revision/Issue	Date
REVISION 1 AFTER FINAL REVIEW	100043



SCOTT TOWNSHIP  
 ROUTE 1003  
 RUSTIC LAKE

MUNICIPALITY COUNTY

Project Number PROJECT NUMBER

Drawn by TAC	Checked by D.M.	Date 11/20/10	Sheet 428
Date 11/18			



UNITED STATES POSTAGE



PITNEY BOWES  
\$ 01.56<sup>0</sup>

02 1M  
0004255848 NOV 24 2010  
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PPL

2 N. 9th Street

Allentown, PA 18101-1179



**First Class Mail**  

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Rosemary Chiavetta, Esquire  
Secretary  
Pennsylvania Public Utility Commission  
P.O. Box 3265  
Commonwealth Keystone Building  
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Harrisburg, Pennsylvania 17105-3265