

Kim G. Flowers
Agency Coordinator

PPL Electric Utilities Corporation
Two North Ninth Street
Allentown, PA 18101-1179
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kgflowers@pplweb.com



March 28, 2011

Ms. Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
P. O. Box 3265
Harrisburg, Pa 17105

Dear Secretary Chiavetta:

Enclosed herewith for filing under Section 507 of the Public Utility Code, Title 66 are one (1) original and three (3) copies of Right of Way Agreement, adopted March 16, 2011, by the Borough of Carlisle and accepted March 28, 2011, by the PPL Electric Utilities Corporation (PPL), wherein the Township of Carlisle grants PPL the right to construct, operate, and maintain its electric line facilities in the Borough of Carlisle, County of Cumberland.

Should you have any questions, please call.

Sincerely,

A handwritten signature in black ink, appearing to read "Kim", written over a horizontal line.

Kim G. Flowers
Agency Coordinator

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2011 MAR 30 PM 1:57
P.U.C.
SECRETARY'S BUREAU

Enclosure

W.O. Number:					
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PUBLIC
RIGHT-OF-WAY AGREEMENT
 Corporation

KNOW ALL MEN BY THESE PRESENTS, That Borough of Carlisle a municipality of Pennsylvania hereinafter called Grantor, intending to be legally bound, does hereby grant and convey unto **PPL Electric Utilities Corporation** hereinafter called Grantee, the right, privilege and authority to construct, reconstruct, operate and maintain underground line or lines, equipment and appurtenant facilities for the operation of electric system or systems, and communication system or systems, limited to such poles, cables, wires, fixtures and apparatus, above and under the surface of the ground, as is depicted on the plan attached hereto for the convenient transaction of the business of said Grantee, upon, across, under and along a strip of land ten (10) feet in width, said strip of land being part of the property of Grantor known as Thornwald Park and situated in the Borough of Carlisle, County of Cumberland, Commonwealth of Pennsylvania, and upon, over, across, under and along the roads, streets, or highways adjoining the said property as shown on the plan hereto attached and made a part hereof, including the right of ingress and egress to and from the said lines at all times for any of the purposes aforesaid; and also the right, **upon prior reasonable notice to Grantor** to trim, cut or remove, **according to ANSI A300 standard practices** for trees, shrubs and woody plant maintenance within said strip of land which in the judgment of Grantee, may at any time interfere with the construction, reconstruction, maintenance or operation of the said electric and communication lines or menace the same, and in connection therewith, the right to remove, if necessary, the root systems of said trees, brush or other undergrowth, and to treat said brush and undergrowth with nontoxic chemicals for their removal and control, provided, however, any damage (other than for said trimming, cutting or removing) to the property of Grantor, caused by said Grantee in constructing or maintaining the said electric and communication lines, shall be borne by Grantee. In the event Grantee shall disturb the ground, it shall restore the premises to substantially the same condition as reasonably existed prior to such disturbance. Grantor shall have the right, exercisable at any time, to service its amphitheater by connecting to this installation, **so long as the installation exists in it's present location.**

AND, further, Grantor does hereby covenant and agree to and with the said Grantee that they will not erect or permit the erection of any building on said property within said strip of land, and that the said Grantee, shall not be limited in their enjoyment of the rights hereby granted to such a line or lines of overhead and/or underground equipment and appurtenant facilities as may be first constructed on said land, but that the said Grantee shall have, at all times in the future, the right to construct, operate and maintain replacement underground equipment and replacement appurtenant facilities within the said strip of land on which no building shall be erected. For the purposes of this paragraph, replacement shall be deemed to mean equipment and facilities of substantially like kind and placed in substantially the same location.

The words "Grantor" and "Grantee" shall include its successors and assigns, as the case may be.

A copy of this agreement and an acceptance hereof by PPL shall be filed by PPL with the Pennsylvania Public Utility Commission, and this agreement shall thereafter become effective in accordance with provisions of the Public Utility Law.

Witness the due execution and ensembling hereof this 16 day of March, 2011.

53 W South Street, Carlisle PA 17013

P.O. Address

Borough of Carlisle

ATTEST:

x Stacey Atkinson
Secretary

By:

x Sean M. Shultz (SEAL)

Print Name: Sean M. Shultz

Print Title: President

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Cumberland) : SS

On this 16 day of March, 2011 before me, the undersigned officer, personally appeared Sean M Shultz who acknowledged himself/herself to be the Council President, of Borough of Carlisle, a municipality and that he/she as such Council President being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the municipality by himself/herself as Council President.

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

Lucretia Hefflinger
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Lucretia Hefflinger, Notary Public
Carlisle Boro, Cumberland County
My Commission Expires April 19, 2012

ACCEPTED AND CONDITIONS AGREED TO:

PPL Electric Utilities Corporation

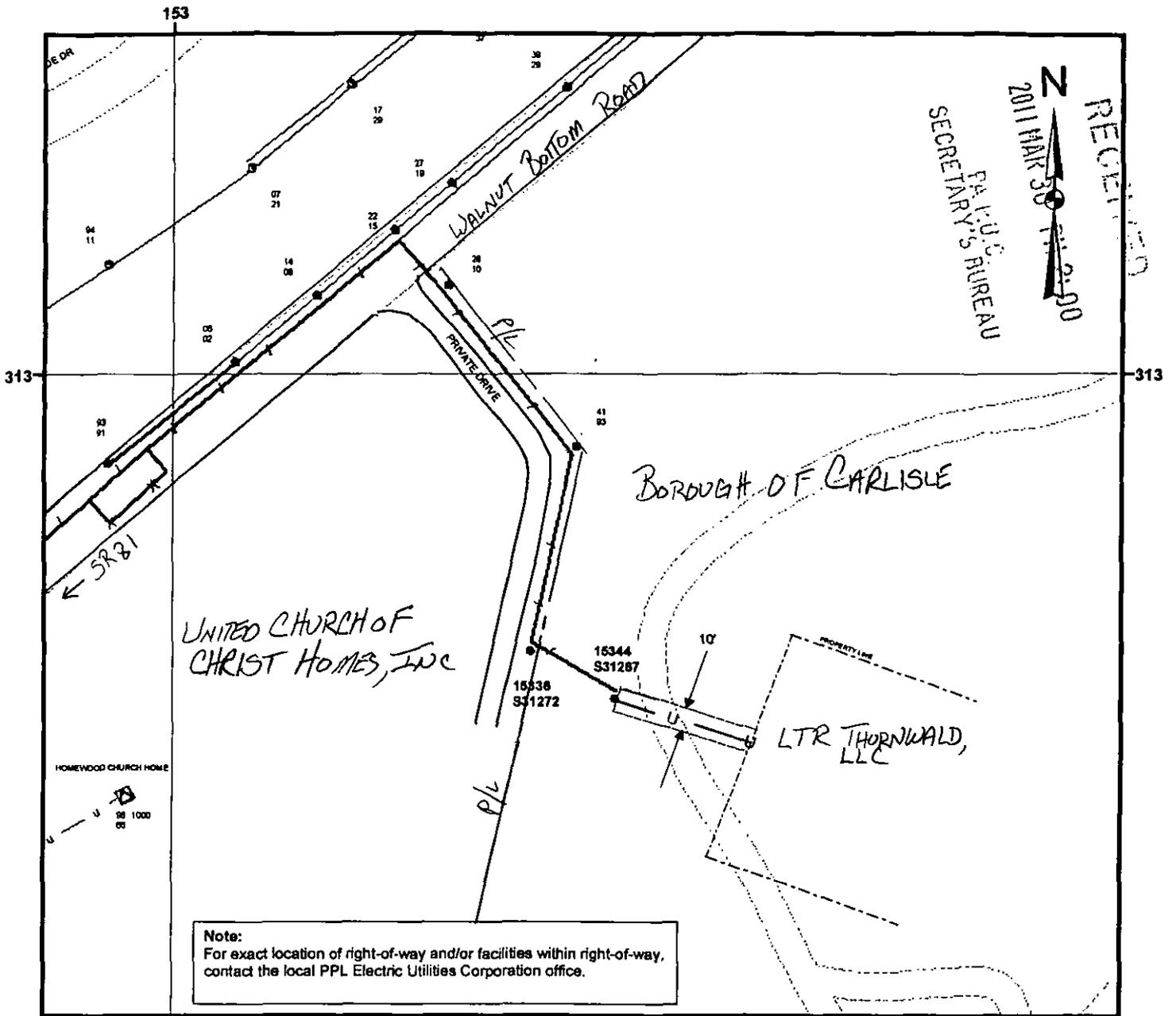
Witness

[Signature]

By:

Kim G. Flowers 3/28/11

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2011 MAR 30 PM 2:00
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SECRETARY'S BUREAU



- Legend**
- Foreign Owned Pole, Existing
 - Pole, Existing
 - ⊠ PM Transformer-3 Ph, Existing
 - PL - PROPERTY LINE
 - Overhead Wires, Existing
 - X Overhead Wires, Remove
 - / Overhead Wires, Replace
 - Overhead Wires, Existing
 - U . Underground Service-Proposed

Not for Construction

W.O.:	238560	PLAN SHOWING EASEMENT ON PROPERTY OF:	
W.R.:	631574	Borough of Carlisle	
S.R.:	628396	CARLISLE BORO	CUMBERLAND COUNTY
SCALE:	NTS	PPL Electric Utilities Corporation ALLENTOWN, PENNA.	
DATE:	2/4/2011	APPROVAL:	DATE: 2-4-11
ENGR.:	Smith, Mitchell L	SIGNATURE:	<i>Mitchell L Smith</i>
		15344S31267-E-00	DWG. NO.:

CLASS

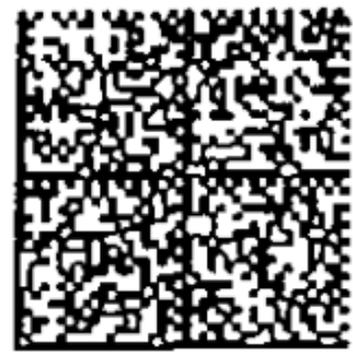
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PPL
2 North Ninth Street
Allentown, PA 18101-1179
K. Flowers - GENN 3



UNITED STATES POSTAGE



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