

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



December 8, 2011

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

**Re: Agreement between PPL Electric Utilities Corporation
and Lackawanna River Basin Sewer Authority
for Use of Right of Way**

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 between PPL Electric and the Lackawanna River Basin Sewer Authority for a Right of Way. 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 December 8, 2011, 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". The signature is written in a cursive, flowing style.

Paul E. Russell

Enclosures

RECEIVED
2011 DEC 14 AM 10:01
PA.P.U.C.
SECRETARY'S BUREAU

PPL RIGHT OF WAY AGREEMENT

This instrument solely grants, vests or confirms a public utility easement

RECEIVED

2011 DEC 14 AM 10:01

Return To: PPL Electric Utilities
Attention: Theresa M. Schaller
Two North Ninth Street, (GENN5)
Allentown, PA 18101-1179

PA.P.U.C.
SECRETARY'S BUREAU

Parcel ID# 08503-010-003

PPL Form FL100-19 M-Ind. (8/2005)

KNOW ALL MEN BY THESE PRESENTS, That LACKAWANNA RIVER BASIN SEWER

AUTHORITY, an Authority of the Commonwealth of Pennsylvania, having its principal office at P.O. Box 9068 Dickson City, Pennsylvania 18519 in consideration of the sum of One Dollar (\$1.00) to it paid at the date hereof by

PPL ELECTRIC UTILITIES CORPORATION, hereinafter referred to as "PPL", the receipt whereof is hereby acknowledged, and in consideration of the further sum of Ten Thousand Dollars (\$ 10,000) to be paid to it when the rights hereby granted are exercised by the said PPL (which in no event shall be later than one (1) year

from date hereof) does hereby, for itself, its heirs, executors, administrators, successors and assigns, irrevocably grant and convey unto the said PPL, its successors, assigns and lessees, the right to construct, operate and maintain, and from time to time to reconstruct its overhead electric transmission, distribution and communication lines, above the surface of the ground including but not limited to such cables, wires, fiber optics, fixtures and apparatus above ground, hereinafter referred to as "electric and communication lines", that may be from time to time necessary for the convenient transaction of the business of said PPL, its successors, assigns and lessees, upon, across, over, along and within a strip of land 350 feet in width as shown on plan here to attached and made a part hereof

said strip being part of the property which said authority owns or in which it has any interest in the Borough of Archbald, County of Lackawanna, Commonwealth of Pennsylvania (as further described in certain deed dated August 13, 1970

and recorded in the Office for Recording of Deeds in and for Lackawanna (Deed Book 727 Page 463)

and across, over, under, along the roads, streets and highways adjoining the said property including the right of ingress and egress to and from the said lines at all times for any of the purposes aforesaid; also the right to cut down, trim, remove and to keep cut down and trimmed by mechanical means or otherwise, any and all trees, brush or other undergrowth on said strip(s) of land or adjoining the same which in the judgment of said PPL, its successors, assigns and lessees, 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 spray said brush and undergrowth with chemicals for their removal and control, excluding a minimum distance of ten (10) feet from each side of the Lackawanna Heritage Valley Trail and in consideration of the said payments, does hereby release and quitclaim the said PPL, its successors and assigns, of and from any and all damages, loss or injury that may be at any time caused by or result from the construction, reconstruction, operation and maintenance of the said electric lines, or the cutting down, trimming or removal of any and all trees, brush or other undergrowth on said premises.

And further, in consideration of said payments LACKAWANNA RIVER BASIN SEWER AUTHORITY does hereby covenant and agree for itself and its successors assigns and lessees, to and with the said PPL its successors and assigns, that no flammable or explosive materials of any kind shall be stored on said strip(s) of land, and that the said PPL, its successors and assigns, shall not be limited in its or their enjoyment of the rights hereby granted to such electric and communication lines, over said strip of land but the said PPL, its successors and assigns shall have at all times in the future the right to construct, operate and maintain and from time to time to reconstruct additional electric and communication lines over said strip(s) of land, after Authority approval. Provided, however, no structure shall be erected on said strip of land by said PPL, except that PPL shall have the right to install temporary protection structures during

construction, reconstruction, and or maintenance of the said line(s). The conductors of said electric transmission lines shall not be less than thirty-five (35) feet above the present existing ground level of said parcel of land.

PPL Electric Utilities Corporation, for itself and its successors, assigns and lessees, does hereby covenant, promise and agree, except as herein otherwise provided, to indemnify and save harmless the said Grantor, its successors, assigns and lessees, of and from any and all loss, damage or injury that may be caused by reason of the construction, reconstruction or maintenance of the said line on the property of said Grantor, except to the extent that such loss, damage or injury is caused by or arises out of the negligence or willful misconduct of Grantor or its employees or agents.

PPL or its Contractors shall restore said premises to substantially the same condition that premises were in prior to installation or repair of electric facilities.

Both the access road and the Lackawanna Heritage Valley Trail shall be posted with "notice of work in progress" during any work periods.

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

IN WITNESS WHEREOF, Lackawanna River Basin Sewer Authority has caused the execution hereof, this 7th day of OCTOBER, 20 11.

Signed, sealed and delivered in the presence of:

Lackawanna River Basin Sewer Authority By:

[Signature]
Witness

[Signature] (SEAL)
Dominic T. Surace, Executive Director

Accepted and Conditions agreed to:

PPL Electric Utilities by:

[Signature]
Attest **WITNESS**

[Signature] (SEAL)
John J. Kelhart, Supervisor Land/Land Right Acq.

RECEIVED _____, 20 _____, of PPL ELECTRIC UTILITIES CORPORATION,
the sum of _____
Dollars (\$ _____) in full payment of the further consideration above mentioned.

RECEIVED
2011 DEC 14 AM 10:01
PA. P.U.C.
SECRETARY'S BUREAU

COMMONWEALTH OF PENNSYLVANIA) : SS
COUNTY OF LACKAWANNA)

RECEIVED
2011 DEC 14 AM 10:01
PA.P.U.C.
SECRETARY'S BUREAU

On this *17th* day of *October* A.D., 20*11* before me, personally appeared Dominic T. Surace known to me (or satisfactorily proven) to be the person(s) whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

Jane F O'Neill

Notary Public

NOTARIAL SEAL
JANE F O'NEILL
Notary Public
THROOP BOROUGH, LACKAWANNA COUNTY
My Commission Expires May 25, 2014

RECEIVED

2011 DEC 14 AM 10:02

PA.P.U.C.
SECRETARY'S BUREAU

Commonwealth of Pennsylvania)
: SS
County of Lehigh)

On this 7th day of October, 2011, before me, personally
appeared John J. Kelhart
who acknowledged himself/herself to be Supervisor, Land/Land Rights Acquisition of
PPL Electric Utilities Corporation a corporation and
that he/she as such Supervisor, Land/Land Rights Acquisition being authorized to do so,
executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/
herself as Supervisor, Land/Land Rights Acquisition.

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

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Richard E. Tobias, Notary Public
Millcreek Twp., Lebanon County
My Commission Expires Sept. 25, 2013
Member, Pennsylvania Association of Notaries

Richard E. Tobias
Notary Public

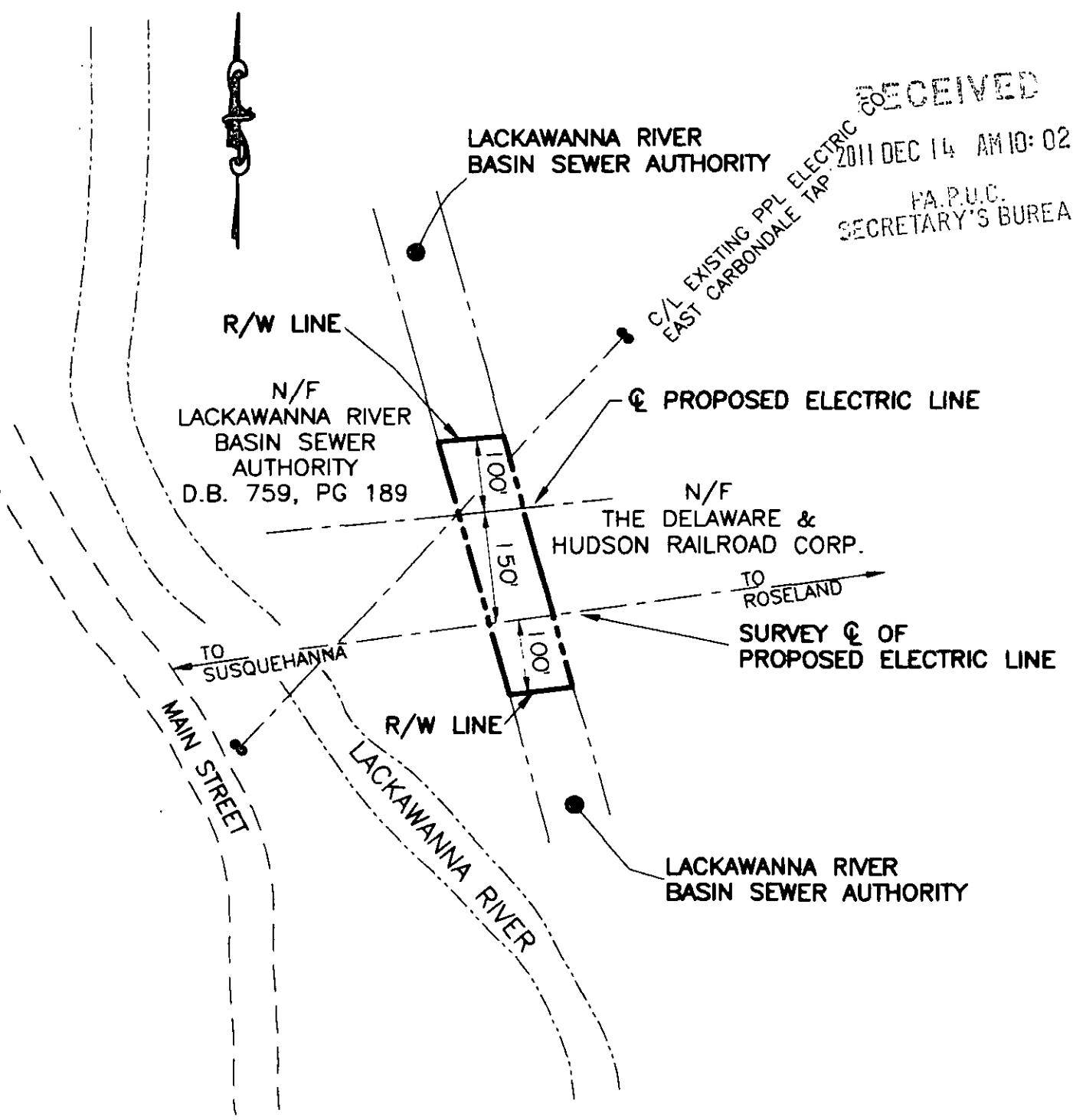
Millcreek Twp. Lebanon County, PA
My Commission expires Sept. 25th, 2013

APPROVED

BY

REVISION

RECEIVED
 2011 DEC 14 AM 10:02
 P.A.P.U.C.
 SECRETARY'S BUREAU



Agreement Dated _____
 Copy of this Plan _____
 Received By _____
 Date _____

NOTE: FOR EXACT LOCATION OF RW AND/OR FACILITIES WITHIN THE RW, CONTACT THE LOCAL PPL ELECTRIC UTILITIES CORPORATION OFFICE.



ACCT- 10012561

SCALE- NONE:

BY- RRC

REVIEWED *MJS 02/07/2011*

DATE

NO. **CEII Confidential**

SUSQUEHANNA-ROSELAND LINE
 PLAN SHOWING ELECTRIC RIGHT OF WAY OVER PROPERTY OF
 LACKAWANNA RIVER BASIN SEWER AUTHORITY
 DEED BOOK 727, PAGE 463
 ARCHBALD BOROUGH LACKAWANNA CO., PA.

APPROVAL *Brian K. Patterson 2/7/2011* DATE

AM PPL DRAWING NO. **A389300**

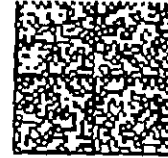
PPL ELECTRIC UTILITIES

SHEET NO. **1** REV. **0**

GRID 60460N49800

54375

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



UNITED STATES
PITNEY BOWLES
02 1M \$01.20
0004255848 DEC 09 20
MAILED FROM ZIP CODE 181

First Class Mail
First Class Mail

ROSEMARY CHIAVETTA, ESQUIRE
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
P.O. Box 3265
Harrisburg, PA 17105-3265

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4015
1710