

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



January 23, 2012

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

**Re: PPL Electric Utilities Corporation
Sanitary Sewer Easement Agreement
with Pocono Township**

Dear Ms. Chiavetta:

Enclosed for filing on behalf of PPL Electric Utilities Corporation ("PPL Electric") are an original and three (3) copies of a Sanitary Sewer Easement Agreement between PPL Electric Utilities Corporation and Pocono Township. 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 January 23, 2012, 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

Enclosures

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2012 JAN 24 AM 10:05
PA.P.U.C.
SECRETARY'S BUREAU

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x 20

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2012 JAN 24 AM 10:05

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

Prepared By: PPL Services Corporation
Patricia A. Kresley, GENTW2
Two North Ninth Street
Allentown, PA 18101-1179

Return to: Same as above

Tax Map Parcel: 17/17/1/19

**SANITARY SEWER
EASEMENT AGREEMENT**

THIS AGREEMENT ("Agreement"), made this 22nd day of June, 2011, 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 Pocono Township, a Pennsylvania Municipal Corporation, having it's principal office at Route 611 (P.O. Box 197), Tannersville, Monroe 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 Bartonville Substation property (the "Premises") located in Stroud Township, Monroe County, Pennsylvania and also known as Monroe County Tax Parcel 17/17/1/19 for the purpose of construction, repair, maintenance, operation and replacement of a sanitary sewer line along with a temporary construction easement. The legal description of the easement area is attached hereto as Exhibit "A" and depicted on Exhibit "B", both of which are attached 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 described on Exhibit "A" and identified on Exhibit "B", both of which are 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.

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SECRETARY'S BUREAU

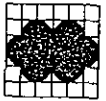


EXHIBIT "A"

November 18, 2008
Project No. 05200.06

**TOWNSHIP OF POCONO
PERMANENT SEWER EASEMENT
ON LAND OF
PENNSYLVANIA POWER & LIGHT COMPANY
BY NAME CHANGE PPL ELECTRIC UTILITIES CORPORATION**

All that certain easement for the purpose of laying, relaying, improving, extending, operating and maintaining sewer mains, force mains, casings, laterals, valves, ground stabilization improvements, manholes, vaults, cleanouts and appurtenances and the right of egress, and regress in, over, under, along and across the certain parcel of land situate in the Township of Stroud, County of Monroe, and Commonwealth of Pennsylvania, bounded and described as follows to wit:

PERMANENT SEWER EASEMENT

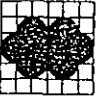
BEGINNING at a point on the southwesterly right-of-way line of Wigwam Park Road (T-469), said point also being in the dividing line between lands now or formerly of S&S Family Partnership and lands of Pennsylvania Power & Light Company, now by name change PPL Electric Utilities Corporation, the grantor herein; thence along said dividing line South 23 degrees 19 minutes West a distance of 21.03 feet to a point; thence through lands of Pennsylvania Power and Light Company, now by name change PPL Electric Utilities Corporation North 48 degrees 54 minutes West a distance of 60.77 feet to a point; thence through the same North 39 degrees 32 minutes East a distance of 15.46 feet to a point on the southwesterly right-of-way line of the aforementioned Wigwam Park Road; thence along the right-of-way line of said road on a curve to the left having a radius of 476.50 feet for an arc length of 54.99 feet (chord bearing and distance South 53 degrees 41 minutes East a distance of 54.96 feet) to the place of BEGINNING.

Containing 1,003 square feet, more or less.

THE HEREINABOVE PERMANENT SEWER EASEMENT being shown on "Exhibit B" attached hereto and made a part of hereof.

TOGETHER WITH the following Temporary Construction Easement:

BEGINNING at a point in the dividing line between lands now or formerly of S&S Family Partnership and lands of Pennsylvania Power & Light Company, now by name change PPL Electric Utilities Corporation, said point also being South 23 degrees 19 minutes West 21.03 feet from the beginning point of the hereinabove described permanent sewer easement; thence along said dividing line South



23 degrees 19 minutes West a distance of 18.72 feet to a point; thence through lands of said corporation the following four (4) courses and distances:

1. North 66 degrees 41 minutes West a distance of 40.00 feet to a point,
2. North 23 degrees 19 minutes East a distance of 20.00 feet to a point,
3. North 48 degrees 54 minutes West a distance of 78.94 feet to a point, and
4. North 39 degrees 38 minutes East a distance of 25.00 feet to a point on the southwesterly right-of-way line of Wigwam Park Road, thence along the right-of-way line of said road South 50 degrees 22 minutes East a distance of 56.89 feet to a point; thence along the third course of the herein above described permanent sewer easement in a reverse direction South 39 degrees 32 minutes West a distance of 15.46 feet to a point; thence along the second course of the hereinabove described permanent sewer easement in a reverse direction South 48 degrees 54 minutes East a distance of 60.77 feet to the place of BEGINNING.

Containing 2,694 square feet, more or less.

The above described Temporary Construction Easement shall remain in effect throughout construction and for a period of one hundred eighty (180) days after the completion of construction on said parcel.

Said Temporary Construction Easement also being shown on "Exhibit B" attached hereto and made a part hereof.

Being part of: Pennsylvania Power & Light Company
 Now by name change PPL
 Electric Utilities Corporation

Deed Book Vol. 974 Page 102

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 described on Exhibit "A" and 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, or arise out of pre-existing conditions.

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. Notwithstanding the foregoing, the provisions of this paragraph shall not apply to any pre-existing environmental conditions.

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 any portion of the Premises impacted by Grantee's activity to as near its original condition as practicle 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.

~~Attest~~
WITNESS: Witness:

Janel A. Shultz

PPL Electric Utilities Corporation

By:

Marc A. Jackson

Marc A. Jackson
Manager- Real Estate Services of PPL
Services Corporation and Authorized
Agent ~~for~~ PPL Electric Utilities
Corporation

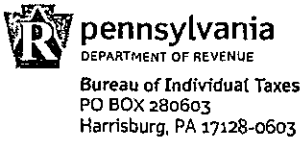
ATTEST
WITNESS:

[Signature]

Pocono Township

By:

Jane Ciliano
Title: CHAIRWOMAN



REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

RECORDER'S USE ONLY	
State Tax Paid	0
Book Number	2389
Page Number	9860
Date Recorded	8/3/11

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. If more space is needed, attach additional sheets.

A. CORRESPONDENT – All inquiries may be directed to the following person:

Name Timothy J. McManus, Esquire @ Cramer, Swetz & McManus, P.C.	Telephone Number: (570) 421-5568		
Mailing Address 711 Sarah Street	City Stroudsburg	State PA	ZIP Code 18360

B. TRANSFER DATA

C. Date of Acceptance of Document 07/26/11

Grantor(s)/Lessor(s) PPL Electric Utilities Corporation	Grantee(s)/Lessee(s) Pocono Township				
Mailing Address Two North Ninth Street	Mailing Address P.O. Box 197				
City Allentown	State PA	ZIP Code 18101	City Tannersville	State PA	ZIP Code 18372

D. REAL ESTATE LOCATION

Street Address Wigwam Park Road (T-496)	City, Township, Borough Stroud Township	
County Monroe	School District Stroudsburg	Tax Parcel Number 17/17/1/19

E. VALUATION DATA - WAS TRANSACTION PART OF AN ASSIGNMENT OR RELOCATION? Y N

1. Actual Cash Consideration 778.50	2. Other Consideration +0.00	3. Total Consideration = 778.50
4. County Assessed Value 43,820.00	5. Common Level Ratio Factor X 5.95	6. Fair Market Value = 260,729.00

F. EXEMPTION DATA

1a. Amount of Exemption Claimed 100%	1b. Percentage of Grantor's Interest in Real Estate	1c. Percentage of Grantor's Interest Conveyed
---	---	---

Check Appropriate Box Below for Exemption Claimed.

- Will or intestate succession. _____
(Name of Decedent) (Estate File Number)
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of transfer into the trust _____
If trust was amended attach a copy of original and amended trust.
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed.) Grant of easement for municipal central sewer line.
Pa. Code § 91.193.(b)(28)

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party Cramer, Swetz & McManus, P.C.	Date 8/3/11
By: Timothy J. McManus, Esquire	

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.



COUNTY OF MONROE

RECORDER OF DEEDS
7th & MONROE STREETS
STROUDSBURG, PA 18360
Area Code (570) 517-3969

Helen Diecidue - Recorder

Instrument Number - 201116322

Recorded On 8/4/2011 At 4:15:16 PM

* Instrument Type - EASEMENT

Invoice Number - 592945

* Grantor - PPL ELECTRIC UTILITIES CORPORATION

* Grantee - POCONO TOWNSHIP

User - BLH

* Customer - CRAMER SWETZ & MCMANUS P.C.

* FEES

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$23.50
RECORDING FEES	\$21.00
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TOTAL PAID	\$50.00

Book - 2389 Starting Page - 9860

* Total Pages - 9

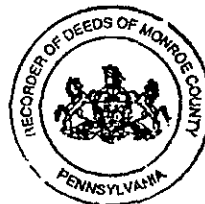
RETURN DOCUMENT TO:

CRAMER SWETZ & MCMANUS P.C.

TAX ID #

17/17/1/19

Total Tax IDs: 1



I Hereby CERTIFY that this document is recorded in the Recorder's Office of Monroe County, Pennsylvania

Helen Diecidue

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW THE LAST PAGE
OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

037C5B



Book: 2389 Page: 9868

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

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Lehigh) : SS

On this the 26th day of July, 2011 before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Marc A. Jackson, who acknowledged himself to be the Manager of Real Estate Services, PPL Services, a corporation, and that he as such manager Corp, 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.

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

Patricia A. Kresley
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Patricia A. Kresley, Notary Public
City of Allentown, Lehigh County
My Commission Expires May 11, 2015
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF MONROE) : SS

On this the 5th day of July, 2011 before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Jane Ciloso, who acknowledged himself to be the Chairwoman of Pocono Township Board of Supervisors herself a corporation, and that she as such Chairwoman, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Pocono Township corporation by herself as Chairwoman.

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

Christine L. Meizanis
Notary Public

NOTARIAL SEAL
CHRISTINE L. MEIZANIS, NOTARY PUBLIC
STROUDSBURG BORO, MONROE COUNTY
MY COMMISSION EXPIRES SEPT. 8, 2011

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

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2012 JAN 24 AM 10:07

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SECRETARY'S BUREAU



First Class Mail
First Class Mail

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