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August 21, 2012

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor North
P.O. Box 3265
Harrisburg, PA 17105-3265

RE: John and Deborah Ogden v. PPL Electric Utilities Corporation
Docket No. F-2012-2316633

Dear Secretary Chiavetta:

Enclosed is the Preliminary Objection of PPL Electric Utilities Corporation in the above-referenced proceeding. Copies have been provided as indicated on the Certificate of Service.

Respectfully Submitted,

Jessica R. Rogers



JRR/jl

Enclosures

cc: Certificate of Service

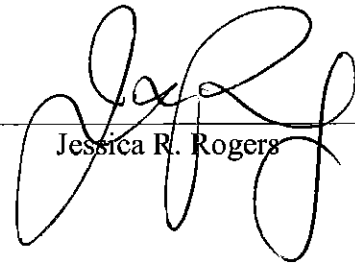
CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing **Preliminary Objection** has been served upon the following persons, in the manner indicated, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant).

VIA FIRST CLASS MAIL

John and Deborah Ogden
1194 West Sugar Mountain
Bushkill, PA 18324

Date: August 21, 2012



Jessica R. Rogers

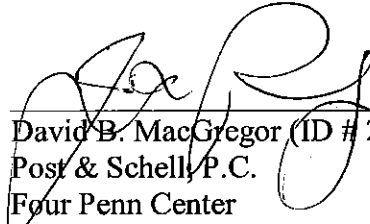
**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

John and Deborah Ogden,	:	
	:	
Complainants,	:	
	:	
v.	:	Docket No. F-2012-2316633
	:	
PPL Electric Utilities Corporation,	:	
	:	
Respondent.	:	

NOTICE TO PLEAD

YOU ARE HEREBY ADVISED THAT, PURSUANT TO 52 PA. CODE §§ 5.102(b) AND 5.103(c), YOU MAY ANSWER THE ENCLOSED MOTION WITHIN TWENTY (20) DAYS AFTER THE DATE OF SERVICE. YOUR ANSWER SHOULD BE FILED WITH THE SECRETARY OF THE PENNSYLVANIA PUBLIC UTILITY COMMISSION, P.O. BOX 3265, HARRISBURG, PA 17105-3265. A COPY SHOULD ALSO BE SERVED ON THE UNDERSIGNED COUNSEL.

Paul E. Russell (ID # 21643)
Associate General Counsel
PPL Services Corporation
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Phone: 610-774-4254
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Of Counsel:

Post & Schell, P.C.

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Jessica R. Rogers (ID # 309842)
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Fax: 717-731-1985
E-mail: jisom@postschell.com
jrogers@postschell.com

Date: August 21, 2012

Attorneys for PPL Electric Utilities Corporation

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

John and Deborah Ogden,	:	
	:	
Complainants,	:	
	:	
v.	:	Docket No. F-2012-2316633
	:	
PPL Electric Utilities Corporation,	:	
	:	
Respondent.	:	

PRELIMINARY OBJECTION OF PPL ELECTRIC UTILITIES CORPORATION

TO THE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

PPL Electric Utilities Corporation (“PPL Electric” or the “Company”), by and through its attorneys, hereby files this Preliminary Objection, pursuant to the Regulations of the Pennsylvania Public Utility Commission (“Commission”) at 52 Pa. Code § 5.101, and respectfully requests that the Commission dismiss, in its entirety, the above-captioned Complaint.

In support thereof, PPL Electric states as follows:

I. INTRODUCTION AND BACKGROUND

1. PPL Electric furnishes electric service to approximately 1.4 million customers throughout its certificated service territory, which includes all or portions of twenty-nine counties and encompasses approximately 10,000 square miles in eastern and central Pennsylvania. PPL Electric is a “public utility” and an “electric distribution company” as defined in Sections 102 and 2803 of the Pennsylvania Public Utility Code, 66 Pa.C.S. §§ 102, 2803.

2. PPL Electric owns approximately 5,000 miles of transmission lines operating at 69 kV (kilovolts) or higher, approximately 375 substations with a capacity of 10 MVA (megavolt amperes) or more, and approximately 43,000 miles of distribution lines operating at less than 69 kV.

3. Pursuant to Chapters 15 and 28 of the Public Utility Code, PPL Electric has a statutory obligation to provide safe, efficient, and reasonable service and facilities and to make all repairs or improvements in or to such service or facilities as are reasonably necessary for the accommodation, convenience, and safety of its customers.

4. Complainants John and Deborah Ogden (“Complainants”) are owners of a residence at 1194 West Sugar Mountain, Bushkill, Pike County, Pennsylvania 18324.

5. On August 1, 2012, Complainants filed the above-captioned Complaint with the Commission.

6. The Complaint alleges property damage and other claims associated with the cutting of timber in the right-of-way held by PPL Electric which crosses the Complainants’ property. Specifically, the Complainants aver that the right-of-way was not cleared properly pursuant to the right-of-way agreement and that the Company cannot use herbicides on the property. (*See* Complaint ¶ 4).

7. The Complainants requested compensatory damages and what would effectively be an alteration of the language contained in the right-of-way agreement. (*See* Complaint ¶ 5).

8. On August 21, 2012, PPL Electric filed an Answer and New Matter to the Complaint, admitting in part and denying in part the factual basis of the Complainants’ allegations.

9. For the reasons set forth below, the Commission is without subject matter jurisdiction over the property claims set forth in the Complaint. Therefore, PPL Electric requests that the Complaint be dismissed, because the relief requested is beyond the Commission's jurisdiction.

II. PRELIMINARY OBJECTION

10. Complainants' claims are not within the jurisdiction of the Commission. Complainants' stated claims arise from the interpretation of a right-of-way agreement with PPL Electric, which is within the exclusive jurisdiction of the Courts of Common Pleas. Therefore, the Commission lacks jurisdiction over the issues identified by the Complainants in their Complaint, and the Complaint must be dismissed.

III. STANDARD OF REVIEW

11. Pursuant to the Commission's regulations, preliminary objections in response to a Complaint may be filed on several grounds, including:

- (1) Lack of Commission jurisdiction or improper service of the pleading initiating the proceeding.
- (2) Failure of a pleading to conform to this chapter or the inclusion of scandalous or impertinent matter.
- (3) Insufficient specificity of a pleading.
- (4) Legal insufficiency of a pleading.
- (5) Lack of capacity to sue, nonjoinder of a necessary party or misjoinder of a cause of action.

52 Pa. Code § 52.101(a).

12. In ruling on preliminary objections, all well-pled allegations of material facts as well as all inferences reasonably deducible therefrom must be accepted. *Stilp v. Cmwlth.*, 910

A.2d 775, 781 (Pa. Cmwlth. 2006) (“*Stilp*”), (citing *Dep’t of Gen. Serv. v. Bd. of Claims*, 881 A.2d 14 (Pa. Cmwlth. 2005); accord *Complaint of Nat’l Fuel Gas Distrib. Corp. and Petition for an Order to Show Cause Why New Mountain Vantage GP, LLC And Others Acting in Concert with It Should Not Be Required to Apply for a Certificate of Public Convenience Approving the Acquisition of Control of Nat’l Fuel Gas Dist. Corp.*, Docket No. P-00072343 (Dec. 26, 2007). Conclusions of law, unwarranted factual inferences, argumentative allegations and expressions of opinion, however, need not be accepted as true. *Stanton-Negley Drug Co. v. Dep’t of Pub. Welfare*, 927 A.2d 671, 673 (Pa. Cmwlth. 2007). Preliminary objections should be sustained unless it appears with certainty that the law would permit the relief requested under the facts asserted. *Stilp*, at 781.

IV. PRELIMINARY OBJECTION

13. PPL Electric incorporates by reference Paragraphs 1 through 12 as if fully set forth herein.

14. The specific allegations in the Complaint do not relate to questions of the safety of the facilities used by PPL Electric to provide electric service or a dispute over the provision of utility service. The specific allegations are focused exclusively on averments that PPL Electric is obligated to undertake certain actions as part of its right-of-way agreement and that the Complainants’ property rights have been violated as a result of PPL Electric’s actions.

15. The Commission only has those duties, powers, and responsibilities as expressly, or by necessary implication, given to it by the General Assembly. *Jennifer Tomb v. Pennsylvania Electric Co.*, Docket No. C-2008-2036378, 2008 Pa. PUC LEXIS 994 (Dec. 8, 2008) (citing *Rogoff v. The Buncher Co.*, 395 Pa. 477, 151 A.2d 83 (1959)). The Commission must act within, and cannot exceed, its jurisdiction. The mere fact that a party to an action is a

regulated utility does not automatically confer subject matter jurisdiction upon the Commission. *DeFrancesco v. Western Pennsylvania Water Co.*, 499 Pa. 374, 453 A.2d 595 (1982).

16. The Commission has determined that it is not the proper forum for resolving property rights controversies. *Henry and Julie Dengler v. Metropolitan Edison Co.*, Docket No. C-2009-2112197 (Oct. 16, 2009); *Guy and Virginia Mauro v. Pennsylvania Electric Co.*, Docket No. C-2009-2114087 (July 15, 2010). Rather, such controversies are a matter for a court of general jurisdiction. *Anne E. Perrige v. Metropolitan Edison Co.*, Docket No. C-00004110 (July 3, 2003); *Fiorillo v. PECO Energy Co.*, Docket No. C-00971088 (Sept. 15, 1999). In *Boczar v. PPL Electric Utilities Corp.*, Docket No. C-20016332 (Order entered February 10, 2003), the Complainant alleged that the utility was not authorized to place electric facilities on his property. The Commission noted that the utility produced right-of-way agreements for the facilities in question and concluded that it was without jurisdiction to determine property rights concerning the agreements.

17. The only allegations contained in the Complaint relate to property rights and the interpretation of a valid right-of-way agreement, a copy of which is being produced for the Commission's review as "Attachment A" to these preliminary objections. These matters, particularly the interpretation of the right-of-way agreement, are exclusively within the jurisdiction of the Courts of Common Pleas. Consequently, Complainants' claim must be dismissed for lack of Commission jurisdiction.

18. In addition, the Complainants request compensatory damages as their remedy. However, the Commission does not have the authority to order a public utility to pay compensatory damages. See *Diane M. Hamilton and Eva J. Hamilton v. Verizon Pa., Inc.*, Docket No. C-2009-2135715, 2010 Pa. PUC LEXIS 234 at *8 (July 28, 2010) (Finalized Initial

Decision) (citing *DeFrancesco v. Western Pennsylvania Water Co.*, 499 Pa. 374, 453 A.2d 595 (1982); *Elkin v. Bell of Pa.*, 491 Pa. 123, 420 A.2d 371 (1980); *Minisi, on behalf of Woodgate Homeowners Association, Inc. v. Verizon Pennsylvania Inc.*, Docket No. C-2008-2043302 (Sept. 3, 2008); *Feingold v. Bell of Pa.*, 477 Pa. 1, 383 A.2d 791 (1977)). Consequently, Complainants' claim for compensatory damages must be dismissed, as the Commission is without jurisdiction to grant the relief which the Complainants are seeking.

V. **CONCLUSION**

19. PPL Electric incorporates by reference Paragraphs 1 through 18, *supra*, as though set forth fully herein.

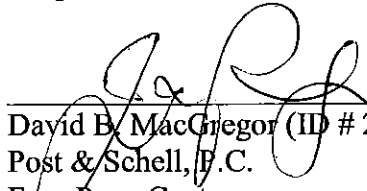
20. The scope of the Commission's jurisdiction over matters raised in the Complaint is well-settled. The Commission lacks subject matter jurisdiction over questions involving claims associated with private property rights and the interpretation of a right-of-way agreement and is without the authority to grant compensatory damages.

21. Accordingly, the Commission should enter an order, pursuant to 52 Pa. Code § 5.101(a), dismissing the above-captioned Complaint for lack of subject matter jurisdiction.

WHEREFORE, PPL Electric Utilities Corporation respectfully requests that the above-captioned Complaint be dismissed in its entirety.

Respectfully submitted,

Paul E. Russell (ID # 21643)
Associate General Counsel
PPL Services Corporation
Two North Ninth Street
Allentown, PA 18106
Phone: 610-774-4254
Fax: 215-587-1444
E-mail: perussell@pplweb.com



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Of Counsel:
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Jessica R. Rogers (ID # 309842)
Post & Schell, P.C.
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12th Floor
Harrisburg, PA 17101-1601
Phone: 717-731-1970
Fax: 717-731-1985
E-mail: jisom@postschell.com
jrogers@postschell.com

Date: August 21, 2012

Attorneys for PPL Electric Utilities Corporation

Attachment A

BUSHKILL, PA. BUSHKILL-PEORVILLE

10

Know all Men by these Presents, That Carl E. Rohner And MARIE A. ROHNER HIS WIFE RD 1 BUSHKILL PA 18334

in consideration of the sum of One Dollar (\$1.00) to US paid at the date hereof by PENNSYLVANIA POWER & LIGHT COMPANY, the receipt whereof is hereby acknowledged, and in consideration of the further sum of Two Thousand and no/100 (2000.00) Dollars to be paid to US when the rights hereby granted are exercised by the said Company, do hereby, for ourselves and our heirs, executors, administrators and assigns, irrevocably grant and convey unto the said PENNSYLVANIA POWER & LIGHT COMPANY, its successors and assigns, the right to construct, operate and maintain, and from time to time to reconstruct its electric lines, including such poles, towers, cables and wires above and under the surface of the ground, fixtures and apparatus as may be from time to time necessary for the convenient transaction of the business of the said Company, its successors and assigns, upon, across, over, under and along a strip of land 200 feet in width, said strip being a part of the property which we own, or in which we have any interest in the Lehman Township of Pike County of Pike Commonwealth of Pennsylvania, and upon, across, over, under and along the roads, streets and 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, together with the right to set and maintain the necessary guy and brace poles or towers and anchors, and to attach thereto the necessary guy wires; 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 of land or adjoining the same which in the judgment of the said Company, its successors and assigns, may at any time interfere with the construction, reconstruction, maintenance or operation of the said electric lines, poles, towers, wires, cables or other fixtures and apparatus, 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; and in consideration of the said payments do hereby release and quitclaim the said PENNSYLVANIA POWER & LIGHT COMPANY, 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.

was old

GRID # 74924 (N) 34942 P.P.L. CO. CORPORATE FILES

And, further, in consideration of said payments, we do hereby covenant and agree for ourselves and our heirs, executors, administrators and assigns, to and with the said PENNSYLVANIA POWER & LIGHT COMPANY, its successors and assigns, that no house, barn or other structure, or inflammable or explosive materials of any kind, shall be built or stored on said strip of land, and that the said Company, its successors and assigns, shall not be limited in its or their enjoyment of the rights hereby granted to such electric lines, poles, towers, wires, cables, fixtures and apparatus as may be first constructed on said strip of land, but that the said Company, 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 lines, poles, towers, wires, cables, fixtures and apparatus upon, across, over, under or along the said strip of land.

This instrument supersedes and cancels that easement heretofore executed by John H. Cook, et ux in favor of the Grantees dated October 21, 1924 and recorded in the Office of the Recorder of Deeds in Deed Book 77, Page 439, County of Pike, Commonwealth of Pennsylvania.

was old

Witness our hand and seal this 15 day of APRIL 1970. Signed, sealed and delivered in the presence of:

Witness signature: William Schugge

Carl E. Rohner (SEAL)
Martha A. Rohner (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

ENTERED FOR RECORD PIKE COUNTY, PA. AUG 11 9 10 AM OFFICE OF RECORDS AND PROthonotary

Received August 3, 1970 of PENNSYLVANIA POWER & LIGHT COMPANY the sum of Two Thousand and no/100 Dollars, in full payment of the further consideration above mentioned.

Carl E. Rohner
Martha A. Rohner

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF MONROE } SS:

On this 15 day of APRIL 1970, before me, a Notary Public for the Commonwealth aforesaid, commissioned for and residing in the Township of Middle Smith Field, County of Monroe, came the above named CARL E. ROHNER and MARTHA A. ROHNER HIS WIFE and acknowledged the foregoing instrument to be act and deed, and desired the same to be recorded as such.

Witness my hand and notarial seal the day and year aforesaid.

RICHARD T. HICKMAN, Justice of the Peace
Box 232, Bushkill, Penna.
My Commission Expires January 7, 1974

My commission expires

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF _____ } SS:

On this _____ day of _____, 19____, before me, a Notary Public for the Commonwealth aforesaid, commissioned for and residing in the _____ Township of _____ County of _____, came the above named _____ and _____ and acknowledged the foregoing _____ act and deed, and desired the same to be recorded as such.

Witness my hand and notarial seal the day and year aforesaid.

Notary Public
My commission expires

EAST STROUDSBURG AREA SCHOOL DISTRICT
PAENNSYLVANIA
TAX RESOLUTION OF 1968
RECEIVED
Edward S. Parsons
COLLECTOR

On this _____ day of _____, 19____, before me, a Notary Public for the Commonwealth aforesaid, commissioned for and residing in the _____ of _____ County of _____, came the above named _____ and _____ and acknowledged the foregoing instrument to be _____ act and deed, and desired the same to be recorded as such.

Witness my hand and notarial seal the day and year aforesaid.

Notary Public

My commission expires

Recorded in the Office for Recording of Deeds in and for _____ Pike County, Pa.,
in Deed Book Vol. 251 Page 965, etc.
WITNESS my hand and seal of Office this _____ 11th day of August 19 71.

Edward S. Parsons
Recorder



VOL 251 PAGE 966

APPROVED

BY CH.

REVISION

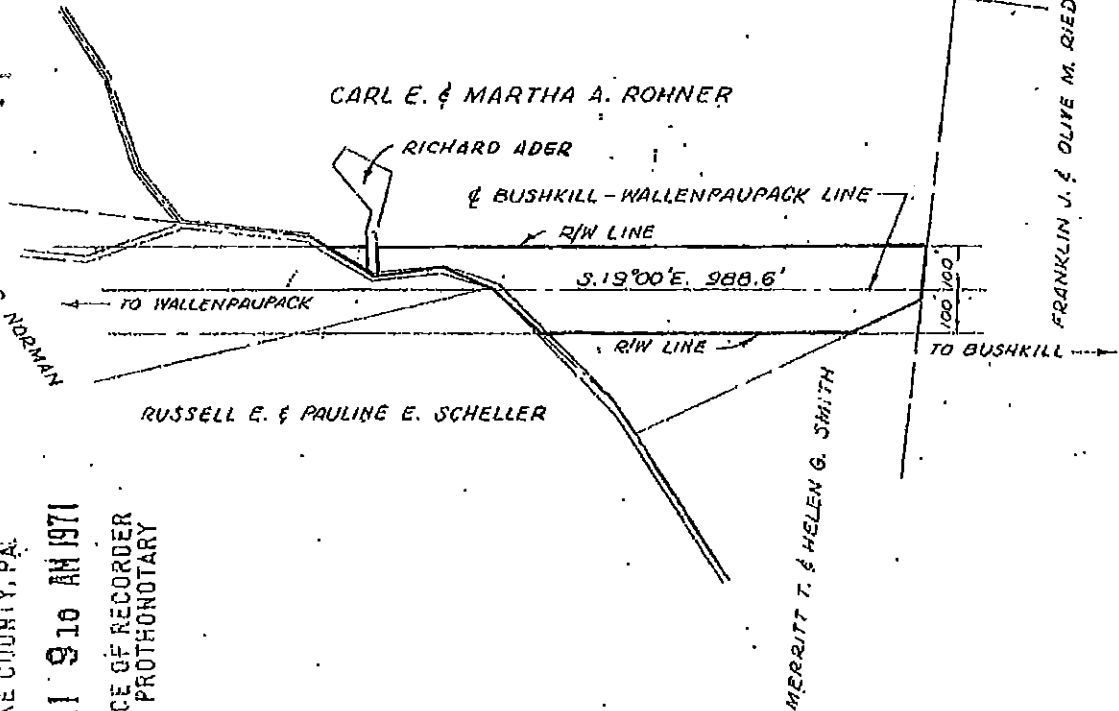
ER

NO. DATE

NOTE: THIS DRAWING SUPERSEDES, IN PART, DRAWING # LA-4866

ENTERED FOR RECORD
PIKE COUNTY, PA.
AUG 11 9 10 AM 1971
OFFICE OF RECORDER
AND PROTHONOTARY

MAY & ELIZABETH S. NORMAN



ER-139012 -	50
ER -	
ER -	
SCALE -	1" = 400'
DATE -	5-17-71
DRAWN -	H.H.
CHECKED -	
LEADER -	
APPROVED -	
APPROVED -	

BUSHKILL - WALLENPAUPACK LINE
PLAN SHOWING ELECTRIC LINE RIGHT OF WAY
OVER PROPERTY OF
CARL E. & MARTHA A. ROHNER
LEHMAN TOWNSHIP, PIKE CO., PA.

PENNSYLVANIA POWER & LIGHT COMPANY
ALLENTOWN, PENNA.

APPROVED

J. H. Sarger
TRANSMISSION LINE ENGINEER

LA-94065-0

#24

PREPARED BY:
HERBERTO TRINIDAD, 570-371-3331

RETURN TO: THERESE M. SCHALLER
PPL SERVICES CORPORATION
2 N. NINTH STREET, GENTWING
ALLENTOWN, PA 18101-1179

Instrument Book Page
20100003902 OR 2336 1135

Parcel ID # 200.00-01-23

Access Agreement

KNOW ALL MEN BY THESE PRESENTS, That William A Reidmiller Jr. of 34 Plank Road, Singlehouse, PA 16748, in consideration of the sum of One Dollar (\$1.00), to Me paid at the date hereof by PPL Electric Utilities Corporation, hereinafter referred to as (Company), the receipt whereof is hereby acknowledged, and in consideration of the further sum of One Thousand Dollars (\$1000.00) to be paid to Me when the rights hereby granted are exercised by the said Company, do hereby, for myself, and my heirs, executors, administrators and assigns, irrevocably grant and convey unto the said Company its successors, assigns, lessees or licensees, the right, liberty and privilege of constructing and maintaining, together with the free and uninterrupted use of and passage in and along, a private roadway generally twenty two (22) feet in width extending in an Easterly direction from W Sugar Mountain Road through the property which I own or in which I have an interest situate in the Township of Lehman, County of Pike, Commonwealth of Pennsylvania, for a distance of approximately 3000 feet to a point in the road described in the metes and bounds description for Reidmiller easement 1 and Reidmiller easement 2, attached herein together with free ingress, egress and regress to and for said Company, its successors, assigns, lessees, licensees, tenants, agents, workmen, employees and contractors, with necessary motor vehicles and other apparatus at all times for any and all purposes, into, along, upon and out of said private roadway; also the right to cut down and trim any trees, brush or other undergrowth upon, along or adjacent to said private roadway which in the judgment of said company, its successors, assigns, lessees and licensees, may at any time interfere with the construction, maintenance or use of said private roadway. PPL Electric Utilities shall restore said premises to substantially the same condition that the premises were in prior to installation or repair of electric facilities. Electric Company, 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, his successors, assigns and lessees, of and from any and all loss, damage or injury that may be

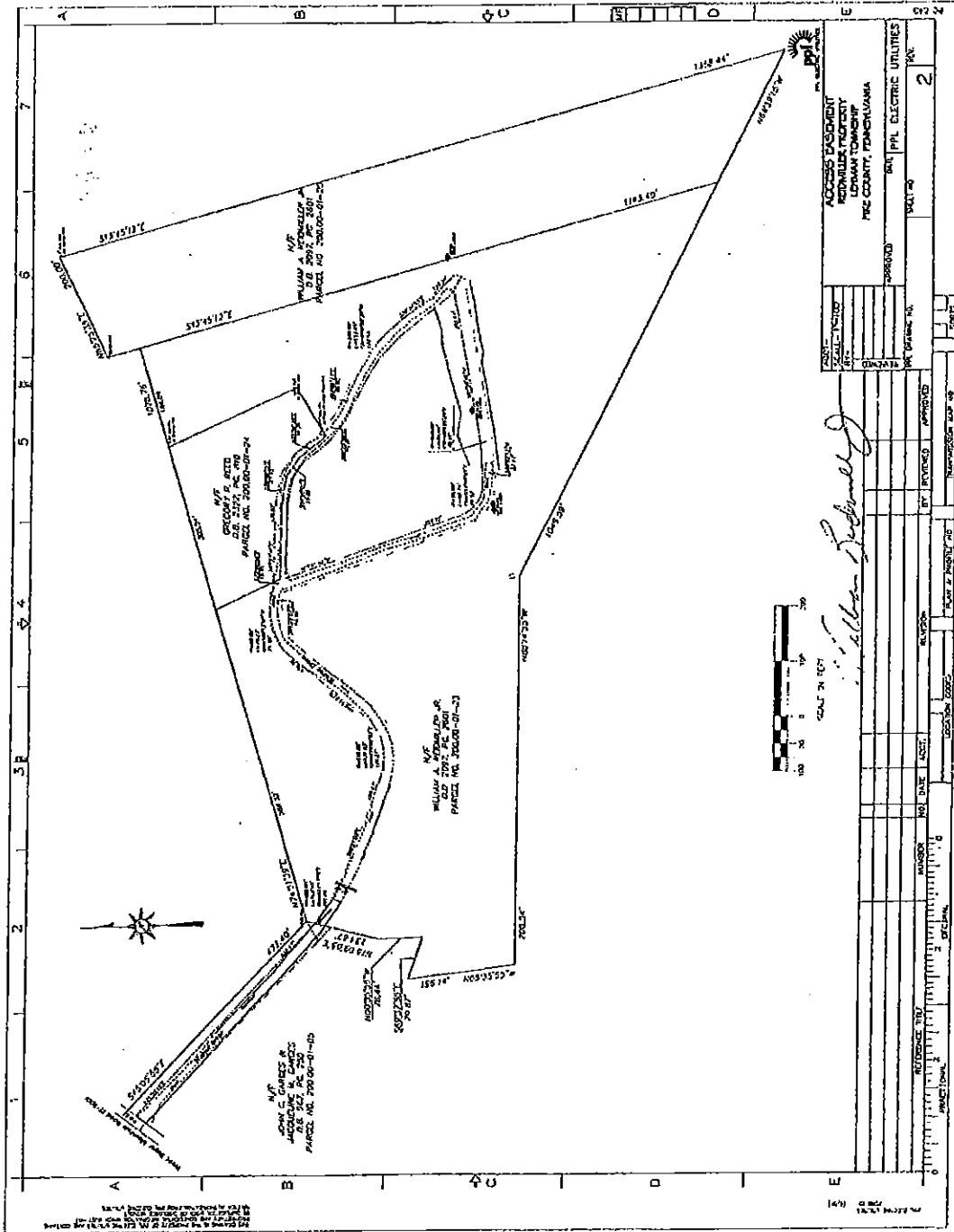
6 13
20 22 23

Legal Description
For
Reidmiller Easement 1

BEGINNING at a point in the bed of West Sugar Mountain Road, said point being the Northwest corner of lands now or formerly of John C. Garges and Jacqueline M. Garges; thence South fifteen degrees, sixteen minutes, eighteen seconds West (S 15° 16' 18" W), a distance of thirty-three and twenty-three hundredths feet (33.23') to the TRUE POINT and PLACE OF BEGINNING; thence along the centerline of a twenty-two foot wide easement South forty-five degrees, thirty-five minutes, nineteen seconds East (S 45° 35' 19" E), a distance of four hundred thirty-nine and fifty-seven hundredths feet (439.57') to a point on a curve to the LEFT, having a radius of four hundred and zero hundredths feet (400.00'), an arc length of one hundred sixty-two and forty hundredths feet (162.40'), a chord bearing South fifty-seven degrees, thirteen minutes, ten seconds East (S 57° 13' 10" E), and chord distance of one hundred sixty-one and twenty-nine hundredths feet (161.29') to a point; thence South sixty-eight degrees, fifty-one minutes, two seconds East (S 68° 51' 02" E), a distance of one hundred fifty-nine and sixty-three hundredths feet (159.63') to a point on a curve to the LEFT, having a radius of one hundred ten and zero hundredths feet (110.00'), a chord bearing North seventy-six degrees, two minutes, three seconds East (N 76° 02' 03" E), and chord distance of one hundred twenty-six and fifty-five hundredths feet (126.55') to a point; thence North forty degrees, fifty-five minutes, seven seconds East (N 40° 55' 07" E), a distance of one hundred seventy-nine and thirty-nine hundredths feet (179.39') to a point on a curve to the RIGHT, having a radius of eighty and zero hundredths feet (80.00'), a chord bearing North sixty-eight degrees, thirteen minutes, zero seconds East (N 68° 13' 00" E), a distance of seventy-three and thirty-eight hundredths feet (73.38') to a point; thence South eighty-four degrees, twenty-nine minutes, seven seconds East (S 84° 29' 07" E), a distance of forty-three and sixty hundredths feet (43.60') to a point; thence South seventy-three degrees, forty-eight minutes, fifty-seven seconds East (S 73° 48' 57" E), a distance of fifteen and ninety-five hundredths feet (15.95') to a point; thence South eighty-seven degrees, twenty-seven minutes, forty-one seconds East (S 87° 27' 41" E), a distance of one hundred thirty-six and eighty-seven hundredths feet (136.87') to a point; thence South seventy-eight degrees, forty minutes, thirty seconds East (S 78° 40' 30" E), a distance of forty-seven and ninety-three hundredths feet (47.93') to a point; thence South fifty-four degrees, forty minutes, one second East (S 54° 40' 01" E), a distance of thirty-nine and eighty-nine hundredths feet (39.89') to a point; thence South thirty-five degrees, fifty-nine minutes, thirty seconds East (S 35° 59' 30" E), a distance of fifty-four and twenty-six hundredths feet (54.26') to a point; thence South forty-nine degrees, twenty minutes, fifty-eight seconds East (S 49° 20' 58" E), a distance of fifty and forty-six hundredths feet (50.46') to a point; thence South sixty-two degrees, six minutes, twenty-three seconds East (S 62° 06' 23" E), a distance of sixty-six and eighty hundredths feet (66.80') to a point on a curve to the RIGHT, having a radius of three hundred and zero hundredths feet (300.00'), a chord bearing South forty-nine degrees, twenty minutes, thirty-eight seconds (S 49° 20' 38" E), a distance of one hundred thirty-two and fifty-five hundredths feet (132.55') to a point; thence South thirty-six degrees, thirty-four minutes, fifty-three seconds East (S 36° 34' 53" E), a distance of one hundred twenty-five and one hundredths feet (125.01') to a point in the centerline of Walnut Drive, the POINT OF TERMINATION.

Legal Description
For
Reidmiller Easement 2

BEGINNING at a point in the bed of West Sugar Mountain Road, said point being the Northwest corner of lands now or formerly of John C. Garges and Jacqueline M. Garges; thence South fifteen degrees, sixteen minutes, eighteen seconds West (S 15° 16' 18" W), a distance of thirty-three and twenty-three hundredths feet (33.23') to a point; thence following the centerline of a twenty-two foot easement South forty-five degrees, thirty-five minutes, nineteen seconds East (S 45° 35' 19" E), a distance of four hundred thirty-nine and fifty-seven hundredths feet (439.57') to a point on a curve to the LEFT, having a radius of four hundred and zero hundredths feet (400.00'), an arc length of one hundred sixty-two and forty hundredths feet (162.40'), a chord bearing South fifty-seven degrees, thirteen minutes, ten seconds East (S 57° 13' 10" E), and chord distance of one hundred sixty-one and twenty-nine hundredths feet (161.29') to a point; thence South sixty-eight degrees, fifty-one minutes, two seconds East (S 68° 51' 02" E), a distance of one hundred fifty-nine and sixty-three hundredths feet (159.63') to a point on a curve to the LEFT, having a radius of one hundred ten and zero hundredths feet (110.00'), a chord bearing North seventy-six degrees, two minutes, three seconds East (N 76° 02' 03" E), and chord distance of one hundred twenty-six and fifty-five hundredths feet (126.55') to a point; thence North forty degrees, fifty-five minutes, seven seconds East (N 40° 55' 07" E), a distance of one hundred seventy-nine and thirty-nine hundredths feet (179.39') to a point on a curve to the RIGHT, having a radius of eighty and zero hundredths feet (80.00'), a chord bearing North sixty-eight degrees, thirteen minutes, zero seconds East (N 68° 13' 00" E), a distance of seventy-three and thirty-eight hundredths feet (73.38') to a point; thence South eighty-four degrees, twenty-nine minutes, seven seconds East (S 84° 29' 07" E), a distance of forty-three and sixty hundredths feet (43.60') to the TRUE POINT and PLACE OF BEGINNING; thence continuing along the centerline of a twenty-two foot easement South seventeen degrees, forty-one minutes, forty-two seconds East (S 17° 41' 42" E), a distance of three hundred fifty-three and seventy-two hundredths feet (353.72') to a point on a curve to the LEFT, having a radius of seventy and zero hundredths feet (70.00'), an arc length of ninety and seventy-four hundredths feet (90.74'), a chord bearing South fifty-four degrees, forty-nine minutes, forty-five seconds East (S 54° 49' 45" E), and chord distance of eighty-four and fifty-two hundredths feet (84.52') to a point; thence North eighty-eight degrees, two minutes, twelve seconds East (N 88° 02' 12" E), a distance of thirty-two and sixty-seven hundredths feet (32.67') to a point; thence along a curve to the left, having a radius of six hundred forty and zero hundredths feet (640.00'), an arc length of seventy-eight and forty-six hundredths feet (78.46'), a chord bearing North eighty-four degrees, thirty-one minutes, twenty-nine seconds East (N 84° 31' 29" E), a distance of seventy-eight and forty-one hundredths feet (78.41') to a point; thence North eighty-one degrees, zero minutes, forty-six seconds East (N 81° 00' 46" E), a distance of two hundred fifty-one and sixty-four hundredths feet (251.64') to the POINT OF TERMINATION.



ACCESS PASSENGER
 RECREATION FACILITY
 LORAIN TOWNSHIP
 MERCY COUNTY, PENNSYLVANIA

PROJECT NO. 2008000
 SHEET NO. 2
 DATE: 10/10/08

BY: [Signature]
 CHECKED BY: [Signature]
 APPROVED BY: [Signature]

PPL ELECTRIC UTILITIES
 1000 N. 10TH ST.
 PITTSBURGH, PA 15222



Instrument No. 20080002802
 Book Page 2335 1138

Prepared by
Hilberto Trinidad

Return to Theresa M Schaller
GENTW 19

Parcel ID # 200.00-01-23

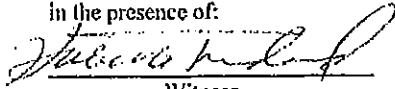
Instrument: 20100003902 OR
Book Page: 2336 1139

caused by reason of construction, operation or maintenance of the said line on the property of the said Grantor.

The Grantor shall have now and in the future, rights of ingress, egress and regress on all access covered under this agreement, that are within his property boundaries.

WITNESS my hand and seal this 26th day of April, 2010.

Seal and delivered
in the presence of:



Witness

 (SEAL)
William Reidmiller Jr.
R. (SEAL)

_____ (SEAL)

_____ (SEAL)

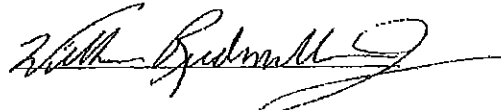
_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

RECEIVED May 12, 2010, of PPL Electric Utilities Corporation the sum of (\$1,000⁰⁰) one thousand Dollars, in full payment of the further consideration above mentioned.

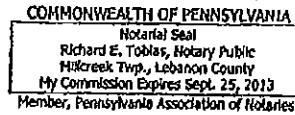


Commonwealth of Pennsylvania)
County of Pike) :SS

On this 20th day of April, 2010, before me, personally appeared William A. Reidmiller Jr.
known to me (or satisfactorily proven) to be the person(s) whose name(s) 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.

Richard E. Tobias
Notary Public



20100003902
Filed for Record in
PIKE COUNTY, PA
SHARON SCHROEDER, RECORDER OF DEEDS
05-12-2010 AT 01:21 PM.
AGREEMENT \$6.00
DR Book 2336 Page 1135 - 1140

I hereby CERTIFY that this document is
recorded in the Recorder's Office of
Pike County, Pennsylvania.



Sharon Schroeder
Sharon Schroeder,
Recorder of Deeds