



Before the
Pennsylvania Public Utility Commission

**Application To Exercise The
Power Of Eminent Domain To Acquire A
Right-of-Way And Easement Over
A Certain Portion Of Lands Of**

Donald Januszewski

TESTIMONY AND EXHIBITS

Application Docket No. _____

Submitted by: PPL Electric Utilities Corp.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Application Of PPL Electric Utilities :
Corporation Under 15 Pa.C.S. §1511(c) For A :
Finding And Determination That The Service :
To Be Furnished By The Applicant Through : Docket No. A-2012-_____
Its Proposed Exercise Of The Power Of :
Eminent Domain To Acquire A Certain :
Portion Of The Lands Of Donald Januszewski :
In Salem Township, Wayne County, :
Pennsylvania For Siting And Construction Of :
Transmission Lines Associated With The :
Proposed Northeast-Reliability Project Is :
Necessary Or Proper For The Service, :
Accommodation, Convenience Or Safety Of :
The Public :

PPL ELECTRIC UTILITIES CORPORATION

STATEMENT NO. JANUSZEWSKI-1

TESTIMONY OF COLLEEN KESTER

1 Q. Please state your name and business address.

2 A. My name is Colleen Kester. My business address is 2 North Ninth Street, Allentown, PA
3 18101

4

5 Q. By whom are you employed and in what capacity?

6 A. I am employed by PPL Electric Utilities Corporation (“PPL Electric”) as Manager Land /
7 Land Rights Acquisition. In that position, I am responsible for managing all
8 Transmission Right of Way Assets for PPL Electric. I currently have a staff of 16 full
9 time and contract employees to support the right-of-way needs of PPL Electric.

10

11 Q. What is your educational background?

12 A. In 2011 I received a Masters in Business Administration from Kutztown University and
13 in 1996, I received a Bachelor of Science in Real Estate from Penn State University.

14

15 Q. Are you a member of any professional organizations?

16 A. Yes. I am currently a member of the International Right of Way Association (“IRWA”)
17 where I hold the SR/WA and RW-NAC Designations. The SR/WA designation stands
18 for Senior Member, International Right of Way Association. It is the highest professional
19 designation granted by the IRWA to members who have achieved professional status
20 through experience, education and examination. The SR/WA designation requires
21 training and examination in several major right of way disciplines. The SR/WA
22 designation indicates that the member has more than five years of right of way experience

1 plus formal training in a wide variety of right of way areas and that the individual has
2 successfully completed the required examination.

3
4 The R/W-NAC designation means that I have completed the International Right of Way
5 Association Right of Way Negotiation & Acquisition Certification Program. The
6 Certification indicates that the individual is a IRWA member in good standing involved
7 in one of six right of way professional disciplines who has a minimum of two years of
8 relevant right of way professional experience within the last 5 years and has met the
9 coursework and examination requirements. The coursework requirements consists of
10 both core courses and elective courses. The certification requires satisfactory completion
11 of the certification test administered by the IRWA.

12
13 Q. Please describe your background and employment history.

14 A. I have been employed by the PPL Electric Utilities in my current position for 13 months.
15 • From 2008 until I began my employment with PPL Electric, I was employed by
16 Buckeye Partners, L.P., in Breinigsville, Pennsylvania, first as Manager, Right of
17 Way, Permits and One Call and then in 2011 as Senior Manager, Right of Way,
18 Permits and One Call. In this position, I managed a staff of 13 responsible for system
19 wide right of way activities, vegetation maintenance, aerial patrol,
20 engineering/encroachment review and the One Call Department for 25 states, Puerto
21 Rico and the Bahamas. The system included 10,000 miles of pipeline, more than 100
22 refined petroleum products terminals and a natural gas storage facility. In addition,
23 we performed acquisition due diligence examinations for 1,000 miles of pipelines and

1 three terminals from ConocoPhillips in 2009, a petroleum products terminal in Puerto
2 Rico from Shell, 650 miles of pipeline and 33 terminals from BP North America in
3 2011 and approximately 200 miles of pipelines and two terminals from ExxonMobile
4 in 2011.

5 • From 2005 through part of 2008, I was employed by Buckeye Partners, L.P., as a
6 right-of-way agent. There, I managed corporate right of way responsibilities
7 including right of way acquisitions, leasing, permitting, acquisitions and dispositions
8 of contaminated residential properties in a five state area.

9 • From 2000 to 2005, I was a right of way specialist for Sunoco Logistics, L.P. in
10 Philadelphia and Sinking Springs, Pennsylvania. There, among other things, I
11 negotiated valve sites, easements, license, leases and secured permits for various
12 projects.

13 • From 1999 to 2000, I was a real estate appraiser for the Chester County Assessment
14 Office in West Chester, Pennsylvania.

15 • From 1998 to 1999, I worked as a fixed annuities specialist and senior customer
16 account representative for Firstrust Bank in Exton Pennsylvania.

17 • From 1992 to 1998, I worked as an assistant appraiser and property manager for
18 Commonwealth Appraisal Service in Scranton, Pennsylvania.

19

20 Q. What are your responsibilities in connection with the Northeast-Pocono Reliability
21 Project?

22 A. It is my department's responsibility to identify all property owners along the Preferred
23 Routes for the Northeast-Pocono Reliability Project. We review and determine adequacy

1 of easement rights in areas we plan to use existing rights-of-way, and identify any area
2 where we will require new or enhanced rights for the Preferred Routes. For the area
3 where we may need new or enhanced rights-of-way, we attempt to negotiate with these
4 property owners for the appropriate land rights needed. We also deliver to all property
5 owners affected by the Preferred Route, literature including but not limited to an EMF
6 brochure, compatible right-of-way uses, existing right-of-way documentation, pictures of
7 typical transmission line structures, and other information to help them fully understand
8 the project. The Right-of-Way Agent will meet with property owners as necessary to
9 answer questions, address concerns, and/or to resolve issues. The Right-of-Way Agent
10 provides the property owner with information on how he/she can be contacted at any
11 time, to answer questions or to address issues or concerns, should any arise. The Right-
12 of-Way Agent is a direct link for the property owner to communicate with PPL Electric.

13
14 Q. What are the subjects of your testimony?

15 A. I will describe the property of Donald Januszewski in Salem Township, Wayne County,
16 Pennsylvania, and describe PPL Electric's proposed right-of-way easement over said
17 property.

18
19 Q. Please summarize the Northeast-Pocono Reliability Project.

20 A. The proposed Northeast-Pocono Reliability Project is contained in the "Application of
21 PPL Electric Utilities Corporation filed Pursuant to 52 Pa. Code Chapter 57, Subchapter
22 G, for Approval of the Siting and Construction of Transmission Lines Associated with
23 the Proposed West Pocono 230-69 kV Substation in Buck Township, Luzerne County

1 and the Proposed North Pocono 230-69 kV Substation in Covington Township,
2 Lackawanna County” (“Siting Application”), which PPL Electric is filing
3 contemporaneously with the Condemnation Application that is the subject of my
4 testimony. With the Siting Application, PPL Electric filed Attachments 1-16 and PPL
5 Electric Statement Nos. 1-6, which provide additional detailed information regarding the
6 Northeast-Pocono Reliability Project.

7
8 As explained in Attachment 2 to the Siting Application and PPL Electric Statement No.
9 2, the direct Testimony of Ms. Krizenoskas, to resolve reliability and planning violations
10 and to ensure reliable long-term service to customers in the Northeast Pocono region,
11 PPL Electric proposes to site and construct transmission line connections associated with
12 two new 230-69 kV transmission substations, the West Pocono 230-69 kV Substation and
13 North Pocono 230-69 kV Substation. The new Substations will be connected to the
14 existing 230 kV transmission systems by building an approximately 58-mile new 230 kV
15 transmission line. The new Substations will be connected to the existing 138/69 kV
16 transmission system by building approximately 11.3 miles of new 138/69 kV
17 transmission lines. PPL Electric’s line siting process and the selection of the routes for
18 the transmission lines associated with the Northeast-Pocono Reliability Project are
19 explained in Attachment 4 to the Siting Application and PPL Electric Statement No. 4,
20 the direct testimony of Mr. Baker.

21
22 Q. Does a portion of the proposed routes for the Northeast-Pocono Reliability Project cross
23 the property of Donald Januszewski, which is the subject of this proceeding?

1 A. Yes. The route does cross the property of Donald Januszewski, as described more fully
2 below. PPL Electric has attempted to purchase a right-of-way and easement over this
3 tract of land for the Northeast-Pocono Reliability Project, but, to date, has been unable to
4 reach any agreement with the property owners.

5
6 Q. Have you and/or the Right-of-Way Agents working directly under your supervision been
7 to the property of Donald Januszewski that is the subject of this proceeding?

8 A. Yes, a Right-of-Way Agent working directly under my supervision has visited the
9 property.

10

11 Q. Please describe the property.

12 A. This property consists of 100.47 acres of hilly land with several pastures and wooded
13 areas around the edges. There is a dwelling, an outbuilding, and a barn on this property.
14 Zoning is "As Used" in Wayne County.

15

16 Q. How far is the dwelling, if any, from PPL Electric's proposed right-of-way and
17 easement?

18 A. Approximately 850 feet, or about 259.08 meters.

19

20 Q. Does PPL Electric's proposed right-of-way and easement over the property of Donald
21 Januszewski contain any burial grounds or places of worship?

22 A. No, it does not.

23

1 Q. Please explain PPL Electric Exhibit No. CK-Januszewski-1.

2 A. PPL Electric Exhibit No. CK-Januszewski-1 is a copy of the Map of PPL Electric's Bulk
3 Power Transmission System, which shows the proposed Northeast-Pocono Reliability
4 Project.

5
6 Q. Please explain PPL Electric Exhibit No. CK-Januszewski-2.

7 A. PPL Electric Exhibit No. CK-Januszewski-2 is a copy of the metes-and-bounds
8 description of the property of Donald Januszewski.

9
10 Q. Please explain PPL Electric Exhibit No. CK-Januszewski-3.

11 A. PPL Electric Exhibit No. CK-Januszewski-3 is a copy of the metes-and-bounds
12 description of the portion of the property of Donald Januszewski over which PPL Electric
13 seeks a right-of-way and easement.

14
15 Q. Please explain PPL Electric Exhibit No. CK-Januszewski-4.

16 A. PPL Electric Exhibit No. CK-Januszewski-4 is a copy of the Plan showing the property
17 of Donald Januszewski and the portion of the property over which PPL Electric proposes
18 to acquire a right-of-way and easement.

19
20 Q. Please explain PPL Electric Exhibit No. CK-Januszewski-5

21 A. PPL Electric Exhibit No. CK-Januszewski-5 is a copy of the resolutions of the Board of
22 Directors of PPL Electric authorizing the acquisition of a right-of-way and easement over

1 the portion of the land of Donald Januszewski described in PPL Electric Exhibit No. CK-
2 Januszewski-3. Those resolutions remain in effect.

3
4 Q. In your opinion, is the service to be furnished through the condemnation of this property
5 necessary?

6 A. Yes. The service to be provided by PPL Electric through the proposed transmission lines
7 and related facilities is necessary or proper for the service, accommodation, convenience
8 or safety of the public for the reasons set forth in my testimony, in this Condemnation
9 Application, and in the Siting Application and supporting Attachments and testimony.

10
11 Q. Does this conclude your testimony at this time?

12 A. Yes, it does.

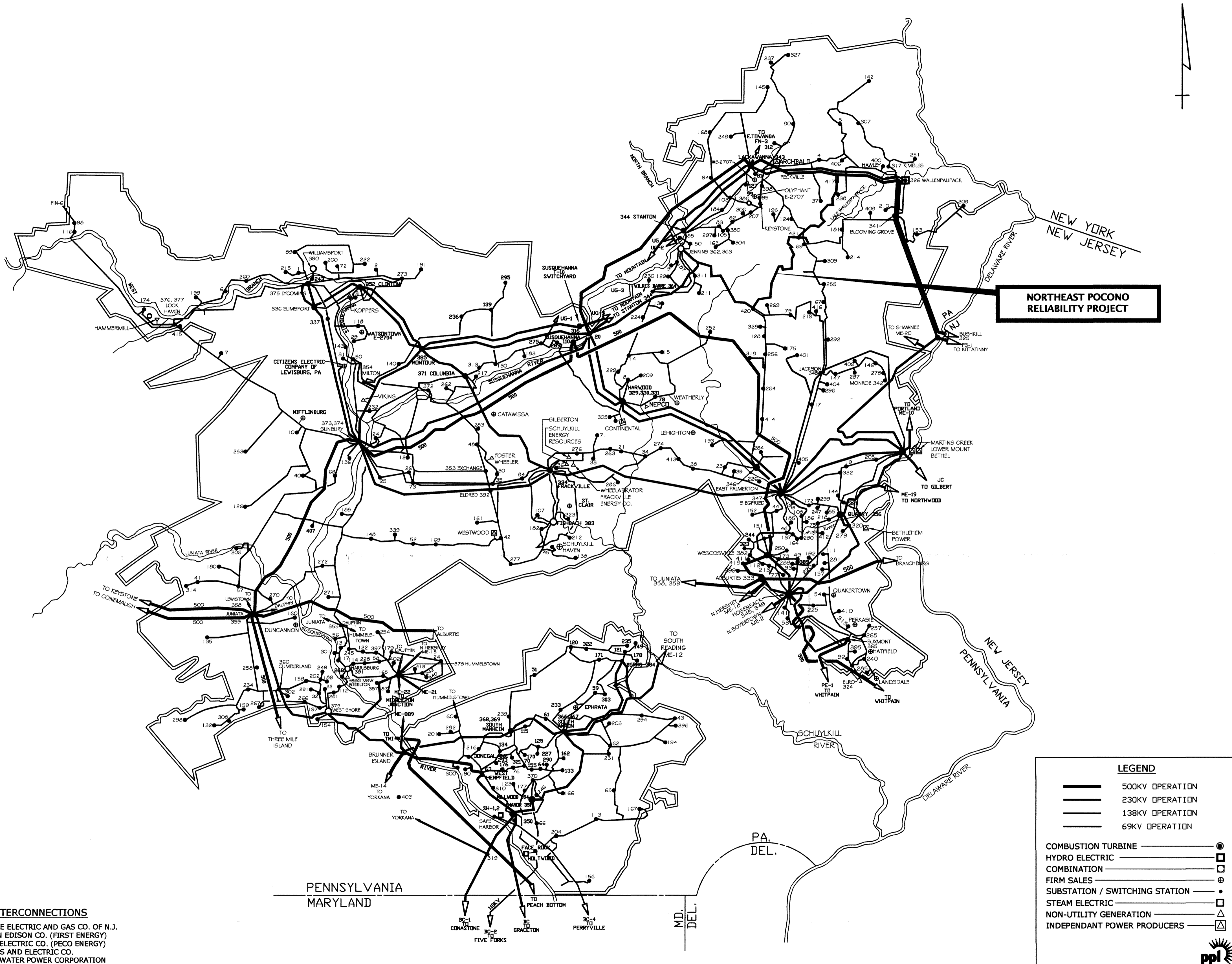
13

CK – Januszewski – 1

SUBSTATION LISTING

- | | | | |
|------------------------|-------------------------|-------------------------------|----------------------------|
| 1. WEST WILLIAMSPORT | 136. SELINGSROVE | 271. HALIFAX | 405. BLUE MOUNTAIN |
| 2. FAIRFIELD | 137. SUNNER | 272. MILLERSBURG | 406. DAPPERS 69/12KV |
| 3. MONTGOMERY | 138. AUBURN | 273. MUNCY | 407. MEISERSVILLE |
| 4. VARDEN | 139. ROHRSBURG | 274. HAUTO | 408. LEDGEDALE |
| 5. HONESDALE | 140. DERRY | 275. BERWICK | 409. EAST TANNERSVILLE |
| 6. JERSEY SHORE | 141. EAST GREENVILLE | 276. SHENANDOAH | 410. TRUMBIAUVILLE |
| 7. LOGANTON | 142. WEST DAMASCUS | 277. PINE GROVE | 411. WEST TREXLETTOWN |
| 8. VALMONT | 143. NEW COLUMBIA | 278. STROUDSBURG | 412. FOUNTAIN HILL |
| 9. RIVER | 144. FARMERSVILLE | 279. FREEMANSBURG | 413. LANSFORD |
| 10. LIMESTONE | 145. GREENVILLE | 280. ALLENTOWN | 414. BELTZVILLE |
| 11. * | 146. NORTH STROUDSBURG | 281. BINGEN | 415. LOCK HAVEN SWITCHYARD |
| 12. REED | 147. TANNERSVILLE | 282. RHEIMS | 416. LONG POND |
| 13. WRIGHT | 148. ELIZABETHVILLE | 283. CLEVELAND | 417. PAUPACK |
| 14. ST. JOHNS | 149. WYOMISSING | 284. LITTLE GAP | 418. BREININGSVILLE |
| 15. FREELAND | 150. EXETER | 285. ORVILLE | 419. WEST HERSHEY |
| 16. * | 151. CRACKERSPORT | 286. TUSCARORA | 420. ACAHELA |
| 17. GILBERT | 152. SCHNECKSVILLE | 287. BARTONSVILLE | 421. POCONO |
| 18. * | 153. HEMLOCK | 288. ALTON PARK | |
| 19. CHERRY HILL | 154. MT. ALLEN | 289. SALEM | |
| 20. SUSQUEHANNA 230KV | 155. PRINCE | 290. NORTH BRIDGEPORT | |
| 21. TAMANEND | 156. WAKEFIELD | 291. HAMPDEN | |
| 22. SPORTING HILL | 157. COOPERSBURG | 292. CAMELSBACK | |
| 23. PALMERTON | 158. WERTZVILLE | 293. SILVER SPRING | |
| 24. HAMILTON | 159. WEST CARLISLE | 294. BRECKNOCK | |
| 25. HUNTER | 160. BENVENUE | 295. BENTON | |
| 26. FAIRVIEW | 161. HEGINS | 296. MCMICHAELS | |
| 27. * | 162. LEOLA | 297. HUGHSTOWN | |
| 28. * | 163. YATESVILLE | 298. NEWVILLE | |
| 29. MONTOUR PUMP | 164. CENTRAL ALLENTOWN | 299. POINTE NORTH | |
| 30. MT. CARMEL | 165. OBERLIN | 300. MARIETTA | |
| 31. KELLY | 166. STRASBURG | 301. CENTER CITY | |
| 32. SPORTING HILL | 167. ATGLEN | 302. NEW KINGSTOWN | |
| 33. MAHANOY CITY | 168. BROOKSIDE | 303. REAMTOWN | |
| 34. GREENWOOD | 169. WILLIAMSTOWN | 304. DUPONT | |
| 35. MOWERY | 170. EAST PETERSBURG | 305. HUMBOLT | |
| 36. ALTAMOUNT | 171. WERNERSVILLE | 306. CEDAR AVE. | |
| 37. HAMLIN | 172. NORTH BETHLEHEM | 307. INDIAN ORCHARD | |
| 38. ASHFIELD | 173. WEST ALLENTOWN | 308. NOTTINGHAM | |
| 39. SOUTH SLATINGTON | 174. FLEMINGTON | 309. NORTH COOLBAUGH | |
| 40. SOUTH MIDDLEBURG | 175. MECKESVILLE | 310. LETORT | |
| 41. WALKER | 176. DONERVILLE | 311. EAST MOUNTAIN | |
| 42. FRALLEY | 177. MILLERSVILLE | 312. JERMYN | |
| 43. MORGANTOWN | 178. SHILLINGTON | 313. BLOOMSBURG | |
| 44. EGYPT | 179. DUKE | 314. MIFFLINTOWN | |
| 45. CRESSONA | 180. MCALLISTERVILLE | 315. RIDGE ROAD | |
| 46. SOUTH WHITEHALL | 181. NEWFOUNDLAND | 316. SUSQUEHANNA | |
| 47. * | 182. MARLIN | 317. T. SW. YARD | |
| 48. BEAR GAP | 183. WEST BERWICK | 318. CHRISTMANS | |
| 49. SALISBURY | 184. KEYSER AVENUE | 319. OTTER CREEK | |
| 50. SOUTH MILTON | 185. MICKLEYS | 320. STEEL CITY | |
| 51. HEIDELBERG | 186. EAST ALLENTOWN | 321. MCGOVERNSVILLE | |
| 52. LYKENS | 187. PINE RIDGE | 322. ROBESONIA | |
| 53. UPPER HANOVER | 188. DALMATIA | 323. SOUTH FOGELSVILLE | |
| 54. RICHLAND | 189. PENNSBORO | 324. ELROY | |
| 55. MACADA | 190. NORTH COLUMBIA | 325. BUSHKILL | |
| 56. ROCKVILLE | 191. HUGHSVILLE | 326. WILKENSAPACK | |
| 57. THOMPSONTOWN | 192. SOUTH ALLENTOWN | 327. ELK MOUNTAIN | |
| 58. PAXTON | 193. WEISSPORT | 328. JACK FROST | |
| 59. COCALICO | 194. HONEYBROOK | 329. HARWOOD 230/69KV | |
| 60. EAST ELIZABETHTOWN | 195. MOSCOW | 330. HARWOOD CTG | |
| 61. WARWICK | 196. * | 331. HARWOOD 69/12KV | |
| 62. EARL | 197. ROSSMOYNE | 332. NAZARETH | |
| 63. HEMPFIELD | 198. NORTHAMPTON | 333. ALBURTIS | |
| 64. EAST LANCASTER | 199. WOOLRICH | 334. FRACKVILLE | |
| 65. KINZER | 200. FAXON | 335. * | |
| 66. MT. NEBO | 201. ELIZABETHTOWN | 336. ELMSPORT | |
| 67. MT. POCONO | 202. ENOLA | 337. ALLENWOOD | |
| 68. PENNS | 203. TERRE HILL | 338. * | |
| 69. GOULDSBORO | 204. BUCK | 339. GRATZ | |
| 70. DILLERVILLE | 205. MT. BETHEL | 340. HOCKERSVILLE | |
| 71. GIRARD MANOR | 206. RICHFIELD | 341. BLOOMING GROVE | |
| 72. SCRANTON | 207. SCRANTON | 342. MONROE | |
| 73. GOWEN CITY | 208. TWIN LAKES | 343. LACKAWANNA # | |
| 74. * | 209. HARLEIGH | 344. STANTON | |
| 75. ELLIOT HEIGHTS | 210. TAFTON | 345. JACKSON | |
| 76. ROHRERSTOWN | 211. BEAR CREEK | 346. EAST PALMERTON | |
| 77. MACUNGIE | 212. ORWIGSBURG | 347. SIEGFRIED | |
| 78. EAST HAZLETON | 213. EAST TEXAS | 348. HOSENSACK 230/69KV | |
| 79. WAGNERS | 214. CANDENSIS | 349. HOSENSACK 500KV | |
| 80. EAST CARBONDALE | 215. LINDEN | 350. CONESTOGA | |
| 81. EYON | 216. MT. JOY | 351. MANOR | |
| 82. MINOOKA | 217. WEST BLOOMSBURG | 352. CLINTON | |
| 83. OLD FORGE | 218. MINSI TRAIL | 353. EXCHANGE | |
| 84. FOUNTAIN SPRINGS | 219. LAKE NAOMI | 354. MILTON | |
| 85. SULLIVAN TRAIL | 220. LANARK | 355. DAUPHIN | |
| 86. * | 221. * | 356. QUARRY SUB. | |
| 87. SWATARA | 222. MONTGOMERYVILLE | 357. STEELTON | |
| 88. * | 223. PORT CARBON | 358. JUNIATA 500/230KV | |
| 89. HEPBURN | 224. BLYTHEBURN | 359. JUNIATA 230/69KV | |
| 90. * | 225. MILFORD | 360. CUMBERLAND | |
| 91. * | 226. TREICHLERS | 361. DONEGAL | |
| 92. FRANCONIA | 227. ROSEVILLE | 362. JENKINS 230/69KV | |
| 93. EMMAUS | 228. RUTHERFORD | 363. JENKINS CTG | |
| 94. MORGAN | 229. HARTLAND | 364. WILKES-BARRE | |
| 95. THROOP | 230. PARRISH | 365. BUXMONT | |
| 96. * | 231. WEST NEW HOLLAND | 366. SOUTH AKRON 230/138/69KV | |
| 97. * | 232. POINT | 367. SOUTH AKRON 69/12KV | |
| 98. CHAPMAN | 233. LINCOLN | 368. SOUTH MANHEIM 69/12KV | |
| 99. SUBURBAN | 234. MIDDLETON | 369. SOUTH MANHEIM 230/69KV | |
| 100. * | 235. STATE HILL | 370. ENGLESLIDE | |
| 101. * | 236. MILLVILLE | 371. COLUMBIA | |
| 102. * | 237. TINKER | 372. DANVILLE | |
| 103. PROVIDENCE | 238. LAKEVILLE | 373. SUNBURY | |
| 104. * | 239. NORTH MANHEIM | 374. HUMMELS WHARF | |
| 105. AVOCA | 240. HATFIELD | 375. LYCOMING | |
| 106. * | 241. HERSHEY | 376. LOCK HAVEN CTG | |
| 107. CASS | 242. SOUTH HERSHEY | 377. LOCK HAVEN 69/12KV | |
| 108. CATASQUA | 243. SOUTH WILLIAMSPORT | 378. HUMMELSTOWN | |
| 109. * | 244. FOGELSVILLE | 379. WEST SHORE | |
| 110. SUSQUEHANNA 500KV | 245. WINDSOR | 380. MONTAGE | |
| 111. SEIDERSVILLE | 246. WEST WILLOW | 381. SOUTH FARMERSVILLE | |
| 112. ROSEMONT | 247. WESTGATE | 382. WESCOVILLE | |
| 113. QUARRYVILLE | 248. EDELA | 383. FISHBACH | |
| 114. LAWNTON | 249. SUMMERDALE | 384. BERKS | |
| 115. LITITZ | 250. DORNEYVILLE | 385. MONTOUR | |
| 116. RENOVIO | 251. BOHEMIA | 386. SUBURBAN YARD | |
| 117. WALNUT | 252. WHITE HAVEN | 387. * | |
| 118. WATSON | 253. LAURELTON | 388. * | |
| 119. TREXLETTOWN | 254. LINGLESTOWN | 389. MACK | |
| 120. LAVINO | 255. POCONO FARMS | 390. WILLIAMSPORT | |
| 121. SPRING | 256. HICKORY RUN | 391. HARRISBURG | |
| 122. COLONIAL PARK | 257. BLOOMING GLEN | 392. ELDRD | |
| 123. WEST LANCASTER | 258. SHERMANDALE | 393. * | |
| 124. MADISONVILLE | 259. * | 394. MILLWOOD | |
| 125. NEFFSVILLE | 260. LARRYS CREEK | 395. TELFORD | |
| 126. BEAVERTOWN | 261. SPANGLER MILLS | 396. TWIN VALLEY | |
| 127. BELMONT | 262. EAST DANVILLE | 397. DEVONSHIRE | |
| 128. LAKE HARMONY | 263. DELANO | 398. JESSUP | |
| 129. GEORGETOWN | 264. CARBON | 399. SCHOENECK | |
| 130. SCOTT | 265. SELLERSVILLE | 400. HAWLEY | |
| 131. NORTH HARRISBURG | 266. MECHANICSBURG | 401. EFFORT MOUNTAIN | |
| 132. MOUNT ROCK | 267. CARLISLE | 402. COPPERSTONE | |
| 133. GREENLAND | 268. CEDAR | 403. RED FRONT | |
| 134. LANDISVILLE | 269. ARROWHEAD | 404. APPENZELL | |
| 135. GREEN PARK | 270. NEWPORT | | |

* - SUBSTATIONS THAT HAVE BEEN RETIRED.
 ## - SITE OF THE EXISTING 230KV SUBSTATION AND PROPOSED 500KV SUBSTATION.



NORTHEAST POCONO RELIABILITY PROJECT

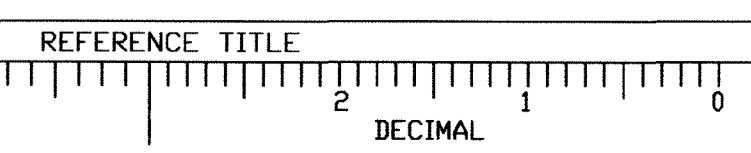
- LEGEND**
- 500KV OPERATION
 - 230KV OPERATION
 - 138KV OPERATION
 - 69KV OPERATION
 - COMBUSTION TURBINE
 - HYDRO ELECTRIC
 - COMBINATION
 - FIRM SALES
 - SUBSTATION / SWITCHING STATION
 - STEAM ELECTRIC
 - NON-UTILITY GENERATION
 - INDEPENDANT POWER PRODUCERS

INTERCONNECTIONS

PS PUBLIC SERVICE ELECTRIC AND GAS CO. OF N.J.
 ME METROPOLITAN EDISON CO. (FIRST ENERGY)
 PE PHILADELPHIA ELECTRIC CO. (PECO ENERGY)
 BC BALTIMORE GAS AND ELECTRIC CO.
 SH SAFE HARBOR WATER POWER CORPORATION
 UP THE UNITED GAS IMPROVEMENT CO. - LUZERNE ELECTRIC DIVISION
 PN PENNSYLVANIA ELECTRIC CO. (FIRST ENERGY)
 JC JERSEY CENTRAL POWER AND LIGHT CO. (FIRST ENERGY)

ACCT- 805201	PPL ELECTRIC UTILITIES	
SCALE- NO SCALE	ELECTRICAL SYSTEM MAP	
BY- CDW	Northeast Pocono Reliability Project	
REVIEWED	Acahela & Pocono Substations	
Confidential	APPROVED G. HAKUN III	DATE 17 July, 1985
AC	PPL DRAWING NO.	SHEET NO.
	D191830	1
		117

PPL EUI FORM 4877 07/80



NUMBER	REFERENCE TITLE	NUMBER	REFERENCE TITLE
114	7/9/12	161707	DEPICT LOCATION SOUTH AKRON #1 & #2 138KV
117	2/7/12	10016301	ADDED Northeast Pocono Reliability Project and Acahela & Pocono Substations
116	02/21	10013788	DEPICT LOCATION OF ST. JOHNS - FREELAND 138/69 KV LINE PROJECT LOCATION
115	10/5/12	10019015	DEPICT LOCATION OF STEEL CITY - QUARRY #1 & #2 230KV LINE RELOCATION

#6000	LOCATION CODES	PLAN & PROFILE NO.	TRANSMISSION MAP NO.

CK – Januszewski – 2

Instrument Volume Page
200900005849 OR 3746 133

Prepared By:

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

200900005849
Filed for Record in
WAYNE COUNTY, PA
GINGER GOLDEN
05-19-2009 At 12:50 pm.
EASEMENT 42.50
STATE TAX .00
LOCAL TAX .00
OR Volume 3746 Page 133 - 144

Return To:



Ginger Golden
Ginger Golden
Recorder of Deeds

UPI#

DPERJF (6-2006)

DEED OF AGRICULTURAL CONSERVATION EASEMENT TO THE COMMONWEALTH OF PENNSYLVANIA AND A COUNTY JOINTLY IN PERPETUITY

THIS DEED OF AGRICULTURAL CONSERVATION EASEMENT, made this 29th day of APRIL, 2009, by and between DONALD JANUSZEWSKI (hereinafter, "Grantor") and the Commonwealth of Pennsylvania and the County of WAYNE, Pennsylvania (hereinafter collectively referred to as "Grantees") in joint ownership pursuant to the Agricultural Area Security Law (P.L. 128, No. 43) as amended (hereinafter "Act") is made pursuant to the Act.

WHEREAS, Grantor is the sole owner of all that certain land situate in SALEM Township, WAYNE County, Pennsylvania more particularly described in Exhibit "A" attached hereto consisting of 100.317 acres and all buildings and improvements erected thereon ("the subject land");

AND WHEREAS, the State Agricultural Land Preservation Board has determined to purchase an agricultural conservation easement in the subject land pursuant to the Act;

AND WHEREAS, the Agricultural Land Preservation Board of Wayne County, Pennsylvania has determined to purchase an agricultural conservation easement in the subject land pursuant to the Act;

AND WHEREAS, all holders of liens or other encumbrances upon the subject land have agreed to release or subordinate their interests in the subject land to this Deed of Agricultural Conservation Easement and to refrain from any action inconsistent with its purpose;

NOW THEREFORE, in consideration of the sum of \$188,997.23 * dollars, the receipt and sufficiency of which is hereby acknowledged, Grantor does voluntarily grant, bargain and sell, and convey to the Commonwealth of Pennsylvania as 81.49 percent joint owner and the County of Wayne, Pennsylvania as 18.51 percent joint owner, their successors and assigns, (hereinafter "Grantees") and the Grantees voluntarily accept, an agricultural conservation easement in the subject land, under and subject to the Act and the following terms and conditions:

* Payable in installments pursuant to the terms of the Agreement for the Sale and Purchase of An Agricultural Conservation Easement to the Commonwealth of Pennsylvania and a County Jointly in Perpetuity between the parties hereto and dated October 20, 2008.

1. Permitted Acts - During the term of the agricultural conservation easement conveyed herein, the subject land shall be used solely for the production for commercial purposes of crops, equine, livestock and livestock products, including the processing or retail marketing of such crops, equine, livestock or livestock products if more than fifty percent of such processed or merchandised products are produced on the subject land (hereinafter "agricultural production"). For purpose of this Deed, "crops, equine, livestock and livestock products" include, but are not limited to:

- (a) Field crops, including corn, wheat, oats, rye, barley, soybeans, speltz, buckwheat, hay, potatoes and dry beans;
- (b) Fruits, including apples, peaches, grapes, cherries, pears and berries;
- (c) Vegetables, including tomatoes, pumpkins, snap beans, cabbage, carrots, beets, onions, sweet corn and mushrooms;
- (d) Horticultural specialties, including nursery stock ornamental shrubs, ornamental trees and flowers;
- (e) Livestock and livestock products, including cattle, sheep, hogs, goats, horses, poultry, furbearing animals, milk, eggs, and furs;
- (f) Timber, wood and other wood products derived from trees; and
- (g) Aquatic plants and animals and their byproducts.
- (h) Commercial equine activity including boarding of equine, training of equine, instruction of people in handling, driving or riding equines, use of equines for riding or driving purposes, pasturing equines all of where a fee is collected. THE TERM DOES NOT INCLUDE ACTIVITY LICENSED UNDER THE ACT OF DECEMBER 17, 1981 (P.L. 435, NO. 135), KNOWN AS THE "RACE HORSE INDUSTRY REFORM ACT."

Except as permitted in this Deed, neither Grantor nor his agents, heirs, executors, administrators, successors and assigns, nor any person, partnership, corporation or other entity claiming title under or through Grantor, or their agents, shall suffer, permit, or perform an activity on the subject land other than agricultural production or commercial equine activities.

2. Construction of Buildings and Other Structures - The construction or use of any building or other structure on the subject land other than as existing on the date of the delivery of this Deed is prohibited except that:

- (a) The erection of fences for agricultural production or a commercial equine activity and protection of watercourses such as lakes, streams, springs and reservoirs is permitted.
- (b) The construction of one additional residential structure is permitted if:
 - (i) The construction and use of the residential structure is limited for the landowner's principal residence or for the purpose of providing necessary housing for persons employed in farming the subject land on a seasonal or full-time basis.
 - (ii) No other residential structure has been constructed on the restricted land at any time since the delivery of the Deed,

- (iii) The residential structure and its curtilage occupy no more than two acres of the restricted land, and
 - (iv) The location of the residential structure and its driveway will not significantly harm the economic viability of the subject land for agricultural production or a commercial equine activity.
- (c) The construction or use of any building or other structure for agricultural production or a commercial equine activity is permitted. The maximum building coverage may be restricted if the County Agricultural Conservation Easement Purchase Program approved by the State Board imposes such a restriction.
 - (d) The replacement of a residential structure existing on the restricted land on the date of the granting of the easement is permitted if the preexisting residential structure is razed or removed and the replacement residential structure is erected within the curtilage of the residential structure it replaces.
 - (e) The renovation or modification of an existing residential structure, or an addition to an existing residential structure, is permitted if it would not increase the curtilage of the residential structure.
 - (f) The renovation or modification of an existing agricultural building or structure, or an addition to an existing agricultural building or structure, is permitted. The maximum building coverage may be restricted if the County Agricultural Conservation Easement Purchase Program approved by the State Board imposes such a restriction.

3. Subdivision - The land under the Agricultural Conservation Easement is subject to the Subdivision Guidelines of the County of Wayne, Agricultural Land Preservation Program, approved by the State Agricultural Land Preservation Board on October 19, year of 2007, as may be attached hereto. If the subject land is subdivided, the Deeds to all of the subdivided parcels shall state on which of the subdivided parcels the residential structure permitted by this Deed may be constructed. Deeds to all other parcels shall recite that no additional residential structure is permitted.

4. Utilities - The granting of rights-of-way by the Grantor, his heirs, executors, administrators, successors and assigns, or any person, partnership, corporation or other entity claiming title under or through Grantor in and through the subject land for the installation, transportation, or use of, lines for water, sewage, electric, telephone, coal by underground mining methods, gas, oil or oil products is permitted. The term "granting of rights-of-way" includes the right to construct or install such lines. The construction or installation of utility lines other than of the type stated in this paragraph is prohibited on the subject land.

5. Mining - The granting of leases, assignments or other conveyances or the issuing of permits, licenses or other authorization for the exploration, development, storage or removal of coal by underground mining methods, oil and gas by the owner of the subject land or the owner of the underlying coal by underground mining methods, oil and gas or the owner of the rights to develop the underlying coal by underground mining methods, oil and gas, or the development of

appurtenant facilities related to the removal of coal by underground mining methods, oil or gas development or activities incident to the removal or development of such minerals is permitted.

6. Rural Enterprises - Customary part-time or off-season minor or rural enterprises and activities which are provided for in the County Agricultural Easement Purchase Program approved by the State Board are permitted.

7. Soil and Water Conservation - All agricultural production or commercial equine activity on the subject land shall be conducted in accordance with a conservation plan approved by the County Conservation District or the County Board. Such plan shall be updated upon any change in the basic type of agricultural production or commercial equine activity being conducted on the subject land. In addition to the requirements established by the County Conservation District or the County Board, the conservation plan shall include an installation schedule and maintenance program and a nutrient management component which, when completely implemented, will improve and maintain the soil, water and related plant and animal resources of the land and shall require that:

(i) The use of the land for growing sod, nursery stock ornamental trees, and shrubs does not remove excessive soil from the subject land, and

(ii) The excavation of soil, sand, gravel, stone or other materials for use in agricultural production or commercial equine activities on the land is conducted in a location and manner that preserves the viability of the subject land for agricultural production or commercial equine activity.

As part of the settlement documents, the executed Conservation Plan Agreement shall be recorded with the Deed of Easement at the County Recorder of Deeds.

8. Responsibilities of Grantor Not Affected - Except as specified herein, this Deed does not impose any legal or other responsibility on the Grantee, its successors or assigns. Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the subject land and all improvements erected thereon. Grantor shall continue to be solely responsible for the maintenance of the subject land and all improvements erected thereon. Grantor acknowledges that Grantee has no knowledge or notice of any hazardous waste stored on or under the subject land. Grantee's exercise or failure to exercise any right conferred by the agricultural conservation easement shall not be deemed to be management or control of activities on the subject land for purposes of enforcement of the Act of October 18, 1988, (P.L. 756, No. 108), known as the Hazardous Sites Cleanup Act.

Grantor, his heirs, executors, administrators, successors or assigns agree to hold harmless, indemnify and defend Grantee, its successors or assigns from and against all liabilities and expenses arising from or in any way connected with all claims, damages, losses, costs or expenses, including reasonable attorneys fees, resulting from a violation or alleged violation of any State or Federal environmental statute or regulation including, but not limited to, statutes or regulations concerning the storage or disposal of hazardous or toxic chemicals or materials.

9. Enforcement – Annually, Grantee, its successors, assigns or designees shall have the right to enter the subject land for the purpose of inspecting to determine whether the provisions of this Deed are being observed. Written notice of such annual inspection shall be mailed to Grantor, his heirs, executors, administrators, successors or assigns at least ten days prior to such inspection. The annual inspection shall be conducted between the hours of 8 a.m. and 5 p.m. on a weekday that is not a legal holiday recognized by the Commonwealth of Pennsylvania or at a date and time agreeable to the county and the landowner.

Grantee, its successors, assigns or designees shall also have the right to inspect the subject land at any time, without prior notice, if Grantee has reasonable cause to believe the provisions of this Deed have been or are being violated.

Grantor acknowledges that any violation of the terms of this Deed shall entitle Grantee, its successors, assigns or designees to obtain an injunction against such violation from a court of competent jurisdiction along with an order requiring Grantor, his heirs, executors, administrators, successors or assigns to restore the subject land to the condition it was in prior to the violation, and recover any costs or damages incurred including reasonable attorney's fees. Such relief may be sought jointly, severally, or serially.

10. Duration of Easement – The agricultural conservation easement created by this Deed shall be a covenant running with the land and shall be effective in perpetuity. Every provision of this Deed applicable to Grantor shall apply to Grantor's heirs, executors, administrators, successors, assigns, agents, and any person, partnership, corporation or other entity claiming title under or through Grantor.

11. Conveyance or Transfer of the Subject Land – Grantor, his heirs, executors, administrators, successors or assigns, and any person, partnership, corporation, or other entity claiming title under or through Grantor, shall, within thirty (30) days of a change in ownership or within any lesser period prescribed in the county program, notify the county agricultural land preservation board and the Pennsylvania Department of Agriculture in writing of any conveyance or transfer of ownership of the subject land. Such notification shall set forth the name, address and telephone number of the Grantor and the party or parties to whom ownership of the subject land has been conveyed or transferred, and the price per acre or any portion thereof and a reference to the volume and page in which the transfer has been recorded by the County Recorder of Deeds.

This obligation shall apply to any change in ownership of the subject land. Whenever interest in the subject land is conveyed or transferred to another person, the deed conveying or transferring such land shall recite in verbatim the language of the easement as set forth in this deed.

12. Applicability - Every provision of this Deed applicable to Grantor shall apply to Grantor's heirs, executors, administrators, successors, assigns, agents, and any person, partnership, corporation or other entity claiming title under or through Grantor.


13. Interpretation – This Deed shall be interpreted under the laws of the Commonwealth of Pennsylvania. For purposes of interpretation, no party to this Deed shall be considered to be the drafter of the Deed. All provisions of this Deed are intended, and shall be interpreted, to effectuate the intent of the General Assembly of the Commonwealth of Pennsylvania as expressed in Section 2 of the Act.

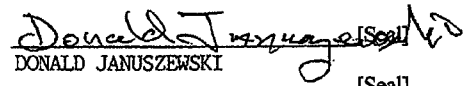
To have and to hold this Deed of Agricultural Conservation Easement unto the Grantee, its successors and assigns in perpetuity.

AND the Grantor, for himself, his heirs, executors, administrators, successors and assigns does specially warrant the agricultural conservation easement hereby granted.

IN WITNESS WHEREOF, the undersigned have duly executed this Deed on the day first written above.

GRANTOR

Witness:



DONALD JANUSZEWSKI [Seal]

_____ [Seal]

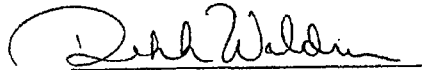
ACKNOWLEDGMENT

COUNTY OF PIKE SS:

COMMONWEALTH OF PENNSYLVANIA

On this 29th day of APRIL, 2009, before me, the subscriber, a Notary Public for the Commonwealth of Pennsylvania, residing in the City of Paupack personally appeared the above named DONALD JANUSZEWSKI and _____, and in due form of law acknowledged the above Deed of Agricultural Conservation Easement to be their voluntary 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:

NOTARIAL SEAL
Deborah Waldron, Notary Public
Palmyra Twp, Pike County
My commission expires July 11, 2010

THE MAILING ADDRESS OF THE WAYNE COUNTY AGRICULTURAL PRESERVATION BOARD
IS PO BOX 134 Prompton PA 18456

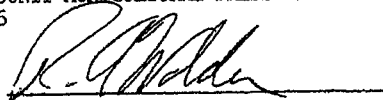


Exhibit "A"
Metes and Bounds Description
of Lands to be placed in Agricultural Easement

Instrument
 200900065249 OR Volume Page
 3746 140

Grantor: Donald Januszewski

All those lands, lying, situate and being located in the Township of Salem, County of Wayne, Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin found at the southern corner of lands of John J. & Jane Kristoff, Albert & Anna Kristoff & Andrew Kristoff (Record Book 1473 at Page 294; Map Book 90 at Page 14) and in the northern line of lands of Edward D. Pruss (Record Book 1216 at Page 122); thence along the common boundary of lands of said John J. & Jane Kristoff, Albert & Anna Kristoff & Andrew Kristoff and Donald Januszewski (Deed Book 316 at Page 605 - "Parcel No. 2:" & Boundary Agreement - Record Book 1008 at Page 772; Map Book 79 at Page 59) North 07 degrees 12 minutes 44 seconds East a distance of 386.66 feet to an iron pin corner set, North 04 degrees 46 minutes 32 seconds East a distance of 243.59 feet to an iron pin corner set and North 09 degrees 48 minutes 31 seconds East a distance of 243.56 feet to an iron pin corner set; thence along the same and lands of Joseph J. & Shirley E. Kristoff (Record Book 842 at Page 318; Map Book 79 at Page 59) North 07 degrees 11 minutes 26 seconds East a distance of 330.15 feet to an iron pin corner found at the southerly corner of lands of John W. & Kimberly A. Jones (Record Book 2743 at Page 311; Map Book 103 at Page 24); thence along the common boundary of lands of the aforementioned John W. & Kimberly A. Jones and Donald Januszewski North 06 degrees 10 minutes 49 seconds East a distance of 187.99 feet to an iron pin corner found in the southern line of lands of Donald L. & Lucille M. Chapman (Deed Book 512 at Page 042; Map Book 68 at Page 70); thence along the southern line of lands of said Donald L. & Lucille M. Chapman South 39 degrees 17 minutes 31 seconds East a distance of 605.45 feet to an iron pipe found in stones at the corner of lands of Chester S. Kucemba & Pauline J. Kucemba (Record Book 1322 at Page 171 - "Parcel One:"); thence along the line of lands of said Chester S. Kucemba & Pauline J. Kucemba South 38 degrees 48 minutes 39 seconds East a distance of 1470.14 feet to an iron pin set in concrete at the common corner of "Parcel No. 2:" and "Parcel No. 1:" of lands of the aforementioned Donald Januszewski; thence along common boundary of the aforementioned Chester S. Kucemba & Pauline J. Kucemba and "Parcel No. 1:" of the lands of Donald Januszewski South 38 degrees 48 minutes 39 seconds East a distance of 1469.19 feet to a 2" iron pipe corner found; thence along the line of lands of Chester S. Kucemba & Pauline J. Kucemba (Record Book 1322 at Page 171 - "Parcel Two: ") and the line of lands of Brad A. & Kelly L. DeBlase (Record Book 2686 at Page 248 - "Second Parcel: ") South 51 degrees 05 minutes 43 seconds West a distance of 975.14 feet to an iron pin set in a stones corner found; thence continuing along the line of lands of said DeBlase and lands of Leo J. & Betty Ostrowsky (Record Book 2714 at Page 292) and crossing Legislative Route 63008 - State Route 3006 - Ledgeale Rd. South 38 degrees 02 minutes 27 seconds East a distance of 294.11 feet to a P.P. & L Monument found at the corner of lands of PPL Holtwood, LLC (Record Book 2380 at Page 214 - "Parcel " NO. 3 " "); thence along the same South 20 degrees 01 minutes 12 seconds East a distance of 03.68 feet to a P.P. & L Monument found at the corner of lands of PPL Holtwood, LLC (Record Book 2380 at Page 214 - "Parcel " NO. 4 " "); thence along the same and along the southern bounds of the aforementioned Legislative Route 63008 (See Deed Book 123 at Page 695) on a curve to the right, in a westerly direction, having a central angle of 17 degrees 33 minutes 33 seconds, with a radius of 744.28 feet a distance or arc length of 228.10 feet to a point of tangency, (chord subtending said arc being North 85 degrees 06 minutes 38 seconds West a distance of 227.21 feet), North 76 degrees 19 minutes 52 seconds West a distance of 173.42 to an iron pin set at a point of curvature; thence on a curve to the left, in a westerly direction, having a central angle of 15 degrees 25 minutes 40 seconds, with a radius of 689.28 feet a distance or arc length of 185.60 feet to iron pin set at a point of tangency, (chord subtending said arc being North 84 degrees 02 minutes 42 seconds West a distance of 185.04 feet), South 88 degrees 14 minutes 28 seconds West a distance of 306.36 feet to an iron pin set at a point of curvature; thence continuing along the southern bounds of the aforementioned Legislative Route 63008 and the southern bounds of Township Road 315 - Serling Shore Rd. on a curve to the left, in a southwesterly direction, having a central angle of 85 degrees 35 minutes 31 seconds, with a radius of 234.54 feet a distance or arc length of 350.37 feet to an iron

Instrument
200900005849 GR Volume Page
3746 141

pin set at a point of tangency (chord subtending said arc being South 45 degrees 26 minutes 43 seconds West a distance of 318.69 feet), thence along the southeastern bounds of said Township Road 315 South 02 degrees 38 minutes 57 seconds West a distance of 50.27 feet to an iron pin corner set in the line of lands now or formerly of Pa. Realty & Invest. Co. (Deed Book 122 at Page 505 - " Thirty Fifth: " described parcel); thence along the same, crossing said Township Road 315 and along the line of lands of Elizabeth Davailus & Bradley D. & June A. Hummel (Record Book 1145 at Page 0062 - " Third: " described parcel) North 39 degrees 15 minutes 23 seconds West a distance of 803.26 feet to a point for a corner located in the center of the cartway of the aforementioned Legislative Route 63008; thence along the center of the same the following thirteen (13) chord courses and distances

- (1) North 02 degrees 14 minutes 58 seconds East a distance of 35.05 feet
- (2) North 05 degrees 04 minutes 48 seconds East a distance of 103.44 feet
- (3) North 06 degrees 18 minutes 37 seconds East a distance of 78.61 feet
- (4) North 09 degrees 18 minutes 21 seconds East a distance of 54.58 feet
- (5) North 17 degrees 01 minutes 40 seconds East a distance of 46.43 feet
- (6) North 25 degrees 35 minutes 03 seconds East a distance of 46.46 feet
- (7) North 29 degrees 48 minutes 27 seconds East a distance of 61.48 feet
- (8) North 29 degrees 47 minutes 05 seconds East a distance of 60.38 feet
- (9) North 26 degrees 59 minutes 16 seconds East a distance of 52.07 feet
- (10) North 22 degrees 37 minutes 32 seconds East a distance of 55.48 feet
- (11) North 19 degrees 52 minutes 01 seconds East a distance of 55.88 feet
- (12) North 17 degrees 24 minutes 20 seconds East a distance of 62.20 feet and
- (13) North 14 degrees 54 minutes 37 seconds East a distance of 67.68 feet

to a point for a corner; thence departing from said road and along the line of lands of Donald Januszewski (Deed Book 316 at Page 605 - " Parcel No. 1: ") North 51 degrees 36 minutes 18 seconds East a distance of 236.00 feet to an iron pin corner set in concrete at the southern most corner of lands of Donald Januszewski (Deed Book 316 at Page 605 - " Parcel No. 3: "); thence along the same North 44 degrees 33 minutes 47 seconds West a distance of 208.92 feet to a point for a corner located in the center of the cartway of the aforementioned Legislative Route 63008; thence along the center of the same the following six (6) chord courses and distances

- (1) North 13 degrees 20 minutes 24 seconds West a distance of 06.44 feet
- (2) North 25 degrees 48 minutes 12 seconds West a distance of 39.69 feet
- (3) North 35 degrees 05 minutes 24 seconds West a distance of 40.54 feet
- (4) North 42 degrees 31 minutes 39 seconds West a distance of 39.86 feet
- (5) North 51 degrees 50 minutes 35 seconds West a distance of 40.17 feet and
- (6) North 57 degrees 44 minutes 49 seconds West a distance of 83.75 feet

to a point for a corner; thence along the line of lands of Edward D. Pruss (Record Book 1216 at Page 122) North 44 degrees 33 minutes 47 seconds West a distance of 250.79 feet to a point for a corner; thence through the lands of Donald Januszewski North 28 degrees 22 minutes 12 seconds East a distance of 182.48 feet to an iron pin set and North 38 degrees 36 minutes 20 seconds West a distance of 13.48 feet to an iron pin corner set; thence along the line of lands of the aforementioned Edward D. Pruss North 37 degrees 05 minutes 08 seconds West a distance of 314.72 feet to the point or place of Beginning.

Containing within said bounds 100.317 Acres, inclusive of that area occupied by public road and utilities rights of way.

The foregoing description is in accordance with a survey made by Edward T. Harsch, P.L.S. of 648 Elk Lake Drive, Waymart, Penna. 18472 in September 2008. bearings are based on the Magnetic Meridian of 1991.

Map Book 112 pg 106

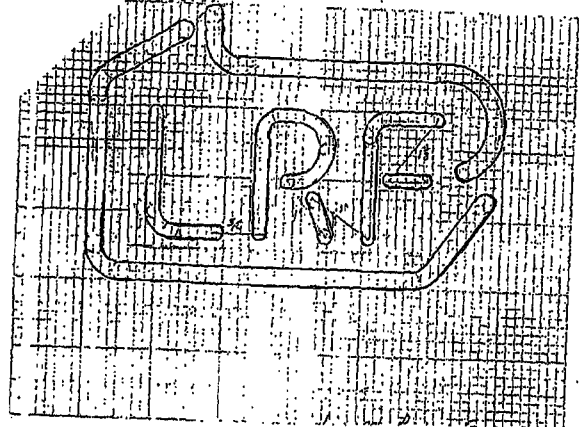
Instrument 200900005849 OR Volume Page 3746 142

/ an easement upon

Being a portion of the lands which Alex Januszewski and Mary Ann Januszewski, his wife, by Deed dated April 14, 1975 and recorded in Wayne County Deed Book 316 at Page 605 granted and conveyed to Donald Januszewski, Grantor herein.

Together with, any and all rights, rights of way, easements, liberties and privileges and under and subject to, any and all covenants, exceptions, reservation, restrictions, conditions, agreements, easements, rights of way, encroachments and encumbrances, either visible on at or within the subject premises herein described or contained in the chain of title.

The premises upon which the above-described Easement is situate is also known as "Laurel Ridge Farms" identified by the US Dept. of Agriculture National Animal Identification System Premise Identification No. O0CHXCT and utilizes the following brand:



Commonwealth of Pennsylvania

Conservation Plan Agreement

Instrument 200900005849 OR Volume 3746 Page 143

Landowner or Operator: Donald Januszewski

Address: 517 Ledgeale Road City: Lake Ariel State: PA Zip: 18436

Telephone: 689-2158

Township: Salem Easement Acreage: 100.317

WHEREAS, the Deed of Agricultural Conservation Easement requires that all agricultural production on the subject land shall be conducted in accordance with a Conservation Plan;

WHEREAS, a Conservation Plan for the subject land has been prepared by the United States Department of Agriculture Natural Resources Conservation Service, dated 4/1/08 and identified as Plan Number 040108, or as amended, is located on file in the Mayfield office and a copy of which is maintained in the landowner's file with documentation in both the County Agricultural Land Preservation Board office and the Pennsylvania Department of Agriculture, Bureau of Farmland Preservation office, as required by Act 43 and Chapter 138.e Rules and Regulations;

WHEREAS the Grantor(s) do hereby agree to voluntarily accept the terms of the Conservation Plan and implement the said plan according to the implementation schedule contained in the plan;

NOW THEREFORE, this plan conforms to the technical requirements of the local NRCS Field Office Technical Guide (FOTG) and the terms of the Deed of Agricultural Conservation Easement.

AND, it Witness Whereof, the undersigned have agreed to the following:

I/We acknowledge and agree to comply with the conservation practices and implementation schedules as written and agreed upon prior to settlement on the easement, as indicated in the Conservation Plan identified as Plan No. 040108 for Tract(s) No. 142. If the management or operation of this property changes, I/We will contact the County Board and/or conservation plan preparer to modify the Conservation Plan as necessary. I/We hereby agree to give permission to the plan preparer to release a copy of said plan, as well as any updates to that plan, on an as-needed basis to the County Board office and the Bureau of Farmland Preservation.

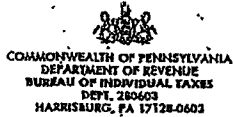
Donald Januszewski 4/29/09 R. [Signature] 4-29-09
Owner/Operator Date Witness Date

Owner/Operator Date Witness Date

Conservation Plan approved by the Wayne County Agricultural Land Preservation Board as prepared by the United States Department of Agriculture Natural Resources Conservation Service - Mayfield.

Christa [Signature] 4/29/2009
Board Representative Date

REV-103 EX (6-96)



**REALTY TRANSFER TAX
STATEMENT OF VALUE**

See Reverse for Instructions

Instrument	Volume	Page
200900005849	NR	3746 144
RECORDER'S USE ONLY		
State Tax Paid	0-	
Book Number	3746	
Page Number	133	
Date Recorded	5-19-09	

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) when 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: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

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

Name	R. ANTHONY WALDRON III		
Telephone Number	Area Code (570) 1-226 6288		
Street Address	City	State	Zip Code
HCR 6 Box 6030	Hawley	PA	18428

B TRANSFER DATA

Grantor(s)/Lessor(s)	Date of Acceptance of Document
DONALD JANUSZEWSKI	4-29-2009
Grantee(s)/Lessee(s)	County of Wayne and Commonwealth of PA
Street Address	Street Address
517 Ledgesdale Road	925 Court Street
City	City
Lake Ariel PA 18436	Honesdale PA 18431

C PROPERTY LOCATION

Street Address	City, Township, Borough	
517 Ledgesdale Road	Salem	
County	School District	Tax Parcel Number
WAYNE	Western Wayne	22-321-42

D VALUATION DATA

1. Actual Cash Consideration	2. Other Consideration	3. Total Consideration
188,997.23	+ 0	= 188,997.23
4. County Assessed Value	5. Common Level Ratio Factor	6. Fair Market Value
45,300 Land only	x 1.37	= 62,061.00 no land transferred

E EXEMPTION DATA

1a. Amount of Exemption Claimed	1b. Percentage of Interest Conveyed	Filed for Record in
100%	0%	WAYNE COUNTY, PA
		GINGER GOLDEN
		05-19-2009 At 12:50 pm.
		STRT VALUE 2.00

2. Check Appropriate Box Below for Exemption Claimed

- Will or intestate succession _____ (Name of Decedent) _____ (Estate File Number)
- Transfer to Industrial Development Agency.
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer between principal and agent. (Attach complete copy of agency/straw party agreement.)
- Transfers to the Commonwealth, the United States 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. Mortgage Book Number _____, Page Number _____
- Corrective or confirmatory deed. (Attach complete copy of the prior deed being corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed, if other than listed above.) Deed of Agricultural Conservation
Easement to the Commonwealth of Pennsylvania and the County of Wayne

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	Date
<i>[Signature]</i>	4-29-09

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

CK – Januszewski – 3

**RIGHT-OF-WAY TO BE CONDEMNED
OVER PROPERTY OF
DONALD JANUSZEWSKI**

Beginning at a point, said point being located at the intersection of the proposed centerline of electric line in the Northerly division line of lands of Donald Januszewski(DB 3746, PG. 133) and lands now or formerly of Chester S. and Pauline Kucemba (DB 1322 Pg. 171).

Thence along said dividing line, South fifty-four degrees twenty-two minutes twenty-four seconds East (S 54°22'24" E) seventy-five and zero one hundredths feet (75.00') more or less to a point.

Thence through lands of Donald Januszewski, running parallel to and at a distance of seventy-five feet (75') perpendicular from the centerline of proposed electric line, the following two (2) courses and distances: **1.** South thirty-five degrees thirty-four minutes twenty-five seconds West (S 35°34'25" W) one hundred seventy-one and seventy-six one hundredths feet (171.76') more or less to a point. **2.** South fifty-one degrees forty-seven minutes thirty seconds West (S 51°47'30" W) five hundred four and eighty-four one hundredths feet (504.84') more or less to a point in the Westerly division line of lands of Donald Januszewski and lands now or formerly of John J. and Jane Kristoff (DB R-3629 PG 346).

Thence along said division line, the following two (2) courses and distances: **1.** Crossing the proposed centerline of electric line at a distance of eighty-four and forty-nine one-hundredths feet (84.49') more or less, North ten degrees forty-seven minutes seven seconds West (N 10°47'07" W) one hundred forty-two and eighty-five one hundredths feet (142.85') more or less to a capped rebar found. **2.** North five degrees forty-five minutes eight seconds West (N 05°45'08" W) twenty-seven and fifty one hundredths feet (27.50') more or less, to a point.

Thence through lands of Donald Januszewski, running parallel to and at a distance of seventy-five feet (75') perpendicular from the centerline of proposed electric line, the following two (2) courses and distances: **1.** North fifty-one degrees forty-seven minutes thirty seconds East (N 51°47'30" E) four hundred two and ninety-two one hundredths feet (402.92') more or less to a point. **2.** North thirty-five degrees thirty-four minutes twenty-five seconds East (N 35°34'25" E) one hundred fifty and

fifty-three one hundredths feet (150.53') more or less, to a point in the aforesaid Northerly division line of lands of Donald Januszewski and lands now or formerly of Chester S. and Pauline Kucemba.

Thence along said dividing line, South fifty-four degrees twenty-two minutes twenty-four seconds East (S 54°22'24" E) seventy-five and zero one hundredths feet (75.00') more or less to a point. **The Point of Beginning.**

Said Easement containing two and twelve one hundredth Acres (2.12+/- Acs.) more or less, as shown on PPL drawing No. B393340 prepared by PPL Electric Utilities entitled "PLAN SHOWING ELECTRIC LINE RIGHT-OF-WAY TO BE CONDEMNED OVER PROPERTY OF DONALD JANUSZEWSKI".

Bearings and distances described are based upon the centerline of the proposed electric line as surveyed by PPL Electric Utilities.

CK – Januszewski – 4

N/F
CHESTER S & PAULINE KUCEMBA
D.B. 1322, PG. 171

N/F
DONALD L. CHAPMAN &
LUCILLE M. CHAPMAN
D.B. 512, PG. 42

N/F
JOHN J & JANE
KRISTOFF
D.B. R-3629, PG. 346





DONALD JANUSZEWSKI

METES AND BOUNDS:

- 1 S 54°22'24" E 75.00'
- 2 S 35°34'25" W 171.76'
- 3 S 51°47'30" W 504.84'
- 4 N 10°47'07" W 142.85'
- 5 N 05°45'08" W 27.50'
- 6 N 51°47'30" E 402.92'
- 7 N 35°34'25" E 150.53'
- 8 S 54°22'24" E 75.00'

TOTAL ROW AREA = 2.12 ACRES.±

LEGEND:

- RE-BAR 
- IRON PIPE 
- CAPPED REBAR 
- FOUND 

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

NOTE:
BEARINGS AND DISTANCES ARE BASED UPON
CENTERLINE OF ELECTRIC LINE SURVEY BY PPL
ELECTRIC UTILITIES.

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

158



ACCT- 10016301		POCONO - PAUPACK LINE	
SCALE- NONE		PLAN SHOWING ELECTRIC LINE RIGHT OF WAY TO BE CONDEMNED	
BY- RRC		DONALD JANUSZEWSKI	
REVIEWED		DEED BOOK-3746, PAGE 133	
SALEM TWP.		WAYNE CO., PA.	
APPROVED <i>Brian W. Patton</i>		DATE 11/16/2012	PPL ELECTRIC UTILITIES
AC	PPL DRAWING NO.	SHEET NO.	REV.
	B393340	1	0

NO.	DATE	ACCT.	REVISION	BY	REVIEWED	APPROVED	CAD ID

PPL EL UTILITIES

PC CAD

CK – Januszewski – 5

I, ELIZABETH STEVENS DUANE, the duly elected and acting Secretary of PPL Electric Utilities Corporation, do hereby CERTIFY that the following is a true and correct copy of certain resolutions duly adopted by the Board of Directors of the Company by a Unanimous Written Consent, dated December 14, 2012, and that said resolutions have not been altered, amended or repealed and are in full force and effect:

* * * * *

WHEREAS, Donald Januszewski is the owner of certain property in Salem Township, Wayne County, as more particularly described in Exhibit Y and identified as Parcel 158; and

* * * * *

WHEREAS, the construction by the Company of 58 miles of new 230 kV transmission line associated with the proposed West Pocono 230 – 69 kV Substation in Buck Township, Luzerne County and the proposed North Pocono 230 – 69 kV Substation in Covington Township, Lackawanna County and approximately 4.4 miles of new 138 - 69 kV transmission lines to connect existing local lines into the new West Pocono 230-69 kV Substation in Tobyhanna Township, Monroe County, ("Northeast Pocono Reliability Project") on, over, across or under the lands described in Exhibit . . . Y . . . (the "Lands"), is necessary for the supply of light, heat and power to the public; and

WHEREAS, the Company has endeavored to agree but has not reached agreement with the landowners or their representatives upon the proper compensation, terms and conditions for the damage that will be done or is likely to be done to or sustained by them; and

WHEREAS, the Company is authorized by law to condemn and appropriate the properties necessary for such purposes; and

WHEREAS, Board of Directors approval is a necessary legal condition for the Company to appropriate the required rights-of-way for the Lands.

NOW THEREFORE, BE IT RESOLVED, That it is necessary to condemn and appropriate rights-of-way and easements

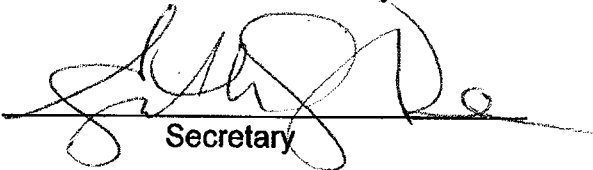
on, over, across or under the Lands to the extent required for rights-of-way to be presently used for the overhead or underground construction, operation and maintenance of the new 230 kV transmission lines associated with the Northeast Pocono Reliability Project, for the transmission and/or distribution of electric light, heat and power, or any of them, including such poles, wires, conduits, cables, manholes, and all other facilities, fixtures and apparatus as may be necessary for the proper and efficient construction, operation and maintenance of such line; and further

RESOLVED, That the Company shall and hereby does condemn and appropriate rights-of-way and easements ("Easement Area") to the extent necessary for the rights-of-way described above on, over, across or under the Lands owned or reputed to be owned by the above-named property owners, such rights-of-way being more fully described in Exhibit . . . Y . . . and being necessary for the Company's corporate uses for the construction, operation, renewal, replacement, relocation, addition to, and maintenance of the facilities constituting the overhead or underground transmission line, including poles, wires, conduits, cables, manholes and all other necessary appurtenances for the transmission or distribution of electricity ("Electric Facilities"), on, over, across or under the rights-of-way described in Exhibit . . . Y . . . , together with: (1) the right of ingress and egress to, from, upon, and over the subject properties to access the Easement Area and Electric Facilities at all times for the construction, operation, maintenance, replacement, and reconstruction of the Electric Facilities and for any of the purpose aforesaid; (2) 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 now or hereafter growing on or within the Easement Area, as well as the right to cut down, trim, and remove any and all trees adjoining or outside of the Easement Area which in the judgment of PPL Electric, its successors, assigns, and lessees may at any time interfere with the construction, reconstruction, maintenance, or operation of the Electric Facilities or menace the same, and in connection with the aforementioned rights, the right to remove, if necessary, the root systems of such trees, brush, or other undergrowth and to treat such brush and undergrowth with herbicides labeled to allow their use for the removal and control of vegetation; and (3) a prohibition against any buildings, swimming pools, or other improvements or structures whatsoever being built, constructed, or placed within the Easement Area, as well as any inflammable or explosive materials being stored within

the Easement Area, as well as the right of the Company to remove any buildings, structures, or other improvements from the Easement Area; and further

RESOLVED, That the proper officers of the Company are hereby authorized and directed to execute such bonds and/or other paper, to take such action and to bring such proceedings on behalf of the Company as may be necessary or advisable in the exercise of the power of eminent domain to condemn and appropriate such rights-of-way and easements or fee simple title and to enter upon, use and occupy any of the Lands for the purposes described in the above resolutions.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company this the 27th day of December, 2012.


Secretary