



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**

Grumble Knot, LLC

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-2013-_____ :
Its Proposed Exercise Of The Power Of :
Eminent Domain To Acquire Right-of-Way :
And Easement Over A Certain Portion Of The :
Lands Of Grumble Knot, LLC In Tobyhanna :
Township, Monroe 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. GRUMBLE-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, GENN5,
3 Allentown, PA 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”). My position with
7 PPL Electric Utilities Corporation is Manager Land / Land Rights Acquisition. In that
8 position, I am responsible for managing all Transmission Right of Way Assets for PPL
9 Electrical Utilities Corporation.

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 8 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 Firsttrust 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 of land in 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 Utilities Corporation (“PPL Electric”).

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

16 A. I will describe the property of Grumble Knot, LLC in Tobyhanna Township, Monroe
17 County, Pennsylvania, and describe PPL Electric’s proposed right-of-way easement over
18 said property.

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

21 A. The proposed Northeast-Pocono Reliability Project is contained in the “Application of
22 PPL Electric Utilities Corporation filed Pursuant to 52 Pa. Code Chapter 57, Subchapter
23 G, for Approval of the Siting and Construction of Transmission Lines Associated with

1 the Proposed West Pocono 230-69 kV Substation in Buck Township, Luzerne County
2 and the Proposed North Pocono 230-69 kV Substation in Covington Township,
3 Lackawanna County” (“Siting Application”), which was filed with the Pennsylvania
4 Public Utility Commission on December 28, 2012, at Docket No. A-2012-2340872.
5 With the Siting Application, PPL Electric filed Attachments 1-16 and PPL Electric
6 Statement Nos. 1-6, which provide additional detailed information regarding the
7 Northeast-Pocono Reliability Project. A complete copy of the Siting Application and
8 supporting Attachments was served on Grumble Knot, LLC
9

10 As explained in Attachment 2 to the Siting Application and PPL Electric Statement No.
11 2, the direct Testimony of Ms. Krizenoskas, to resolve reliability and planning violations
12 and to ensure reliable long-term service to customers in the Northeast Pocono region,
13 PPL Electric proposes to site and construct transmission line connections associated with
14 two new 230-69 kV transmission substations, the West Pocono 230-69 kV Substation and
15 North Pocono 230-69 kV Substation. The new Substations will be connected to the
16 existing 230 kV transmission systems by building an approximately 58-mile new 230 kV
17 transmission line. The new Substations will be connected to the existing 138/69 kV
18 transmission system by building approximately 11.3 miles of new 138/69 kV
19 transmission lines. PPL Electric’s line siting process and the selection of the routes for
20 the transmission lines associated with the Northeast-Pocono Reliability Project are
21 explained in Attachment 4 to the Siting Application and PPL Electric Statement No. 4,
22 the direct testimony of Mr. Baker.
23

1 Q. Does a portion of the proposed routes for the Northeast-Pocono Reliability Project cross
2 the property of Grumble Knot, LLC which is the subject of this proceeding?

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

7
8 Q. Have you and/or the Right-of-Way Agents working directly under your supervision been
9 to the property of Grumble Knot, LLC that is the subject of this proceeding?

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

12
13 Q. Please describe the property.

14 A. This property is zoned Rural Residential and is approximately 125 acres. The property is
15 vacant and wooded with no dwellings or other buildings.

16
17 Q. Does PPL Electric's proposed right-of-way and easement over the property of Grumble

18 Knot, LLC, contain any burial grounds or places of worship?

19 A. No, it does not.

20

21

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

2 A. PPL Electric Exhibit No. CK-Grumble-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-Grumble-2.

7 A. PPL Electric Exhibit No. CK-Grumble-2 is a copy of the metes-and-bounds description
8 of the property of Grumble Knot, LLC.

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

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

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

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

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

21 A. PPL Electric Exhibit No. CK-Grumble-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 Grumble Knot, LLC described in PPL Electric Exhibit No. CK-
2 Grumble-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?

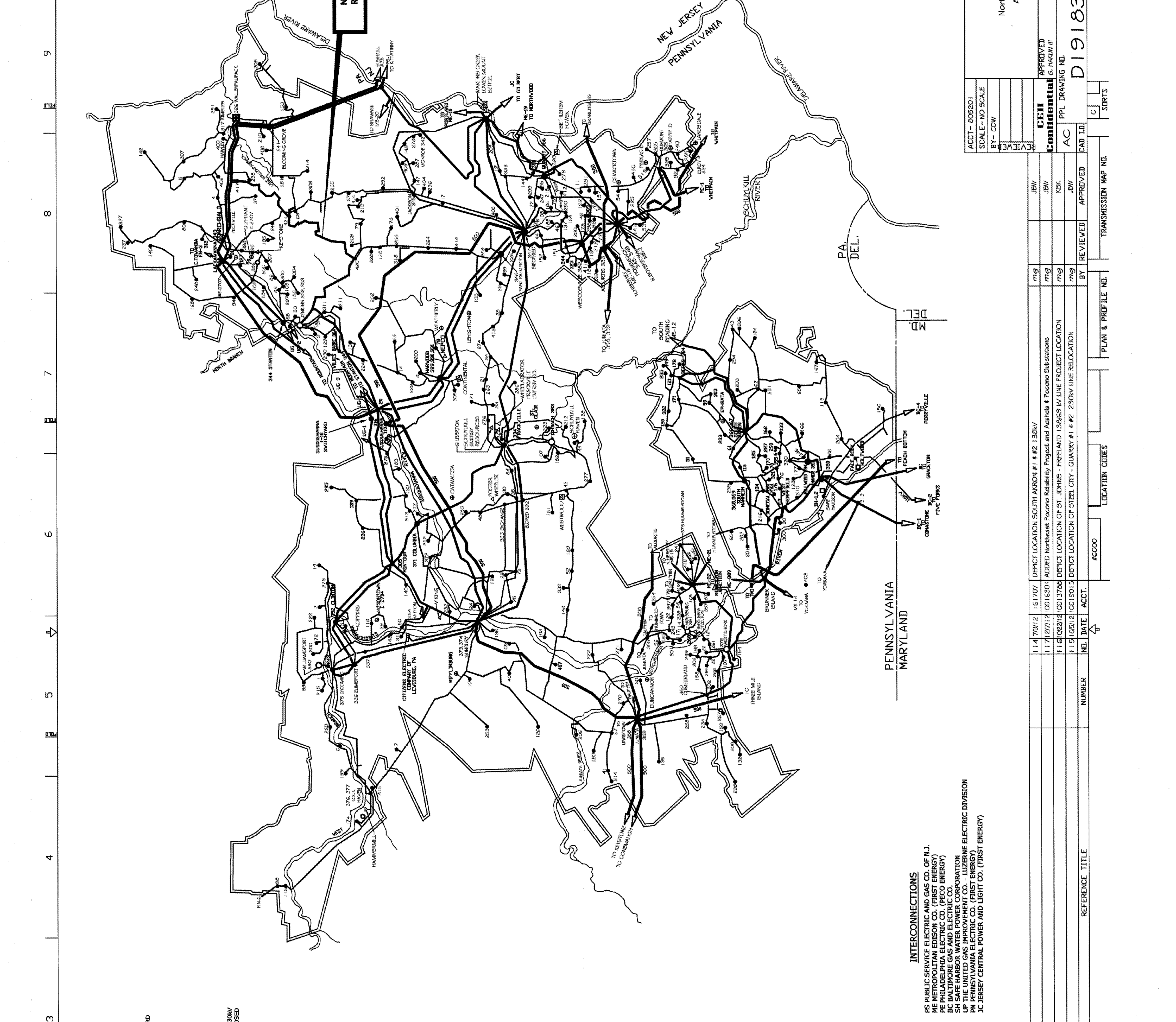
6 A. Yes. The service to be provided by PPL Electric through the proposed transmission lines
7 and related facilities is necessary or proper for the service, accommodation, convenience
8 or safety of the public for the reasons set forth in my testimony, in this Condemnation
9 Application, and in the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

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

12 A. Yes, it does.
13



ACCT - 805201
 SCALE - NO SCALE
 BY - CDW
 DATE
 APPROVED
 G. HAKUN III
 PPL DRAWING NO.
 AC
 SHEET NO.
 D191830
 REV.
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 117



INTERCONNECTIONS

PS PUBLIC SERVICE ELECTRIC AND GAS CO. OF N.J.
 PE METROPOLITAN EDISON CO. (FIRST ENERGY)
 PE PHILADELPHIA EDISON CO. (PECO ENERGY)
 BC BALTIMORE GAS AND ELECTRIC CO.
 UP THE UNITED GAS IMPROVEMENT CO. - LUZERNE ELECTRIC DIVISION
 PN PENNSYLVANIA ELECTRIC CO. (FIRST ENERGY)
 JC PENNSYLVANIA ELECTRIC AND LIGHT CO. (FIRST ENERGY)

STATION LISTING

1. WEST WILLIAMSPORT	136. SELINGROVE	271. HALIFAX	405. BLUE MOUNTAIN
2. FAIRFIELD	137. SUNNER	272. MILLERSBURG	406. DAPPERS 69/12KV
3. MONTGOMERY	138. AUBURN	273. MUNCY	407. HELDSVILLE
4. HONTSVILLE	139. GREENSBURG	274. HUNTERDON	408. SHENANDOAH
5. JERSEY SHORE	140. DEBRY	275. BERWICK	409. EAST TANNERSVILLE
6. LOGANTON	141. EAST GREENVILLE	276. SHENANDOAH	410. TRUMBACHERSVILLE
7. RIVERMOUNT	142. WEST DAMASCUS	277. PINE GROVE	411. WEST TREXLER TOWN
8. LAMAR	143. HARRISVILLE	278. FREDERICKSBURG	412. LANGFORD HILL
9. LAMAR	144. FARMERSBURG	279. FREDERICKSBURG	413. LANGFORD
10. LAMAR	145. GREENVILLE	280. ALLENTOWN	414. BELTZVILLE
11. LAMAR	146. NORTH STROUDSBURG	281. BINGEN	415. LOCK HAVEN SWITCHYARD
12. WRIGHT	147. WEST HAVEN	282. CLEVELAND	416. BREINIGSVILLE
13. WRIGHT	148. ELIZABETHTOWN	283. CLEVELAND	417. PAUPACK
14. ST. JOHNS	149. WYOMISSING	284. LITTLE GAP	418. BREINIGSVILLE
15. FRELAND	150. EXETER	285. ORVILLE	419. WEST HERSHEY
16. FRELAND	151. WILKESVILLE	286. ALTON PARK	421. POCONO
17. CHERRY HILL	152. SCHENCKSVILLE	287. BARTONSVILLE	
18. CHERRY HILL	153. HENLOCK	288. ALTON PARK	
19. SUSQUEHANNA 230KV	154. MT. ALLEN	289. SALEM	
20. SUSQUEHANNA 230KV	155. PRINCETON	290. NORTH BRIDGEPORT	
21. WHITE HILL	156. COOPERBURG	291. CAMELBACK	
22. PALMERTON	157. COOPERBURG	292. CAMELBACK	
23. PALMERTON	158. WERTZVILLE	293. SILVER SPRING	
24. HAMILTON	159. WEST CARLISLE	294. BROCKWOOD	
25. FAIRVIEW	160. HEGINS	295. MICHIGANS	
26. FAIRVIEW	161. HEGINS	296. MICHIGANS	
27. * ANTOUR PUMP	162. LEOLA	297. HUGHSTOWN	
28. * ANTOUR PUMP	163. YATESVILLE	298. HUGHSTOWN	
29. * ANTOUR PUMP	164. YATESVILLE	299. HUGHSTOWN	
30. * ANTOUR PUMP	165. OREBIN ALLENTOWN	300. MARLETTA	
31. KELLY	166. STRASBURG	301. CENTER CITY	
32. SPORTING HILL	167. ATGLEN	302. NEW KINGSTOWN	
33. GREENWOOD	168. WILLIAMSTOWN	303. NEW KINGSTOWN	
34. * ANTOUR PUMP	169. WILLIAMSTOWN	304. DUPONT	
35. * ANTOUR PUMP	170. EAST PETERSBURG	305. HUMBOLT	
36. * ANTOUR PUMP	171. WERNERSVILLE	306. CEDAR AVE.	
37. * ANTOUR PUMP	172. WERNERSVILLE	307. CEDAR AVE.	
38. * ANTOUR PUMP	173. WEST ALLENTOWN	308. NORTTINSHAM	
39. * ANTOUR PUMP	174. FLEMING	309. NORTH COOLBAUGH	
40. * ANTOUR PUMP	175. MECKESVILLE	310. LETORT	
41. * ANTOUR PUMP	176. DONNERSVILLE	311. DONNERSVILLE	
42. * ANTOUR PUMP	177. DONNERSVILLE	312. DONNERSVILLE	
43. * ANTOUR PUMP	178. SHILLINGTON	313. BLOOMSBURG	
44. * ANTOUR PUMP	179. DUKE	314. MIFFLINTOWN	
45. * ANTOUR PUMP	180. MCALISTERVILLE	315. RIDGE ROAD	
46. * ANTOUR PUMP	181. MCALISTERVILLE	316. RIDGE ROAD	
47. * ANTOUR PUMP	182. MARLIN	317. KIMBLE	
48. * ANTOUR PUMP	183. WEST BERWICK	318. CHRISTIANS	
49. * ANTOUR PUMP	184. KEYSER AVENUE	319. STEEL CITY	
50. * ANTOUR PUMP	185. HEIDELBERG	320. STEEL CITY	
51. * ANTOUR PUMP	186. EAST ALLENTOWN	321. MCGOVERNVILLE	
52. * ANTOUR PUMP	187. PINE RIDGE	322. ROBESONIA	
53. * ANTOUR PUMP	188. DALMATIA	323. ALBERTS	
54. * ANTOUR PUMP	189. DALMATIA	324. ELROY	
55. * ANTOUR PUMP	190. NORTH COLUMBIA	325. BUSHKILL	
56. * ANTOUR PUMP	191. HUGHESVILLE	326. WALLENSBURG	
57. * ANTOUR PUMP	192. SOUTH ALLENTOWN	327. WALLENSBURG	
58. * ANTOUR PUMP	193. COCALICO	328. JACK FROSS	
59. * ANTOUR PUMP	194. HONFRIBROOK	329. HARWOOD 230/69KV	
60. * ANTOUR PUMP	195. MOSCOW	330. HARWOOD CTG	
61. * ANTOUR PUMP	196. * ANTOUR PUMP	331. MCGOVERNVILLE	
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Tax Code #19/116680

This Indenture Made the 11th day of February
in the year of our Lord Two Thousand and Eleven (2011)

Between TODD R. WILLIAMS, JR AND LISA WILLIAMS, HIS WIFE of 9735 Alvin Drive, Shippensburg, Pennsylvania 17257, hereinafter called the Grantors, parties of the first part,

- A N D -

GRUMBLE KNOT, LLC, a Pennsylvania limited liability company, with offices at HC 89 Box 105, Route 940, Pocono Summit, Pennsylvania 18346, hereinafter called Grantee, party of the second part,

Witnesseth, that the said parties of the first part, for and in consideration of the sum of **ONE DOLLAR AND .00/100 (\$1.00)**, lawful money of the United States of America, unto them well and truly paid by the said party of the second part at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release and confirm unto the said party of the second part, its successors and/or assigns,

ALL THAT CERTAIN tract, parcel or piece of land situate in the Township of Tobyhanna, County of Monroe and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the center of Caughbaugh Road, T-553, said iron being the most northerly corner of Parcel 3A as shown on map entitled, "Resubdivision - Parcel 3, Lands of John Butler, Jr.," dated 26 July 1996 and revised 29 January 1997; thence in and along the center of Caughbaugh Road, T-553, the following nineteen courses and distances: 1) in a northeasterly direction on a curve to the right having a radius of 160 feet an arc length of 20.48 feet (the chord bearing and distance being N 74° 37' 13" E 20.47 feet) to a point of reverse curvature; 2) on a curve to the left having a radius of 1400 feet an arc length of 285.87 feet (the chord bearing and distance being N 72° 26' 19" E 285.37 feet) to a point of tangency; 3) N 66° 35' 20" E 41.18 feet to a point of curvature; 4) on a curve to the left having a radius of 400 feet an arc length of 200.64 feet (the chord bearing and distance being N 52° 13' 09" E 198.54 feet) to a point of reverse curvature; 5) on a curve to the right having a radius of 450 feet an arc length of 205.70 feet (the chord bearing and distance being N 50° 56' 40" E 203.91 feet) to a point of reverse curvature; 6) on a curve to the left having a radius of 1600 feet an arc length of 234.13 feet (the chord bearing and distance being N 59° 50' 50" E 233.92 feet) to a point of reverse curvature; 7) on a curve to the right having a radius of 400 feet an arc length of 218.11 feet (the chord bearing and distance being N 71° 16' 35" E 215.42 feet) to a point of tangency; 8) N 86° 53' 52" E 57.75 feet to a point of curvature; 9) on a curve to the left having a radius of 125 feet an arc length of 51.86 feet (the chord bearing and distance being N 75° 00' 41" E 51.49 feet) to a point of tangency;

10) N 63° 07' 30" E 55.14 feet to a point of curvature; 11) on a curve to the right having a radius of 120 feet an arc length of 146.09 feet (the chord bearing and distance being S 81° 59' 55" E 137.23 feet) to a point of tangency; 12) S 47° 07' 20" E 71.26 feet to a point of curvature; 13) on a curve to the left having a radius of 150 feet an arc length of 77.86 feet (the chord bearing and distance being S 61° 59' 30" E 76.99 feet) to a point of tangency; 14) S 76° 51' 40" E 104.97 feet to a point of curvature; 15) on a curve to the left having a radius of 125 feet an arc length of 70.24 feet (the chord bearing and distance being N 87° 02' 25" E 69.32 feet) to a point of compound curvature; 16) on a curve to the left having a radius of 300 feet an arc length of 172.57 feet (the chord bearing and distance being N 54° 27' 45" E 170.20 feet) to a point of tangency; 17) N 37° 59' 00" E 90.35 feet to a point of curvature; 18) on a curve to the right having a radius of 175 feet an arc length of 106.91 feet (the chord bearing and distance being N 55° 29' 04" E 105.25 feet) to a point of tangency; 19) N 72° 59' 08" E 113.56 feet to a point in line of lands of Robert Selig, Jr; thence along said lands of Robert Selig, Jr. and along lands of Blue Hills Resort, Inc., S 44° 21' 03" W (passing an iron at 52.17 feet and passing an iron at 2537.19 feet) 3009.81 feet to an iron on the westerly line of Transcontinental Gas Pipe Line, the southeasterly corner of Parcel 3A as shown on said map; thence along Parcel 3A and the westerly line of the Transcontinental Gas Pipe Line, N 03° 10' 48" E (passing an iron at 1401.97 feet) 1429.41 feet to the place of BEGINNING. Containing 34.605 Acres, more or less. Being the Remaining Lands of Parcel No. 3, lands of John L. Butler, Jr as shown on said map.

BEING THE SAME PREMISES WHICH Todd R. Williams and Candace J. Williams by their deed dated January 19, 2011 and recorded in the Office for the Recording of Deeds, at Stroudsburg, Monroe County, Pennsylvania in Record Book Volume 0534, Page 013, granted and conveyed unto Todd R. Williams, Jr., Grantor hereof, in fee.

UNDER AND SUBJECT to the right-of-way for public road purposes of Caughbaugh Road, T-553.

UNDER AND SUBJECT to the P.P. & L. Co. right-of-way as shown on said map.

UNDER AND SUBJECT to the Transcontinental Gas Pipe Line Corp. right-of-way as shown on said map.

UNDER AND SUBJECT to Conservation Easement marked Exhibit "A" attached hereto and made part hereof.

Together with all and singular the buildings, ways, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever, of the said parties of the first part, in law equity, or otherwise howsoever, of, in, and to the same and every part thereof,

To have and to hold the said lot, parcel or piece of ground, hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said party of the second part, its successors and/or assigns, to and for the only proper use and behoof of the said party of the second part, its successors and/or assigns, forever.

And the said parties of the first part, their heirs and assigns, do by these presents, covenant, grant and agree, to and with the said party of the second part, its successors and/or assigns, that they, the said parties of the first part, their heirs and assigns, all and singular the hereditaments and premises herein above described and granted, or mentioned and intended so to be, with the appurtenances, unto the said party of the second part, its successors and/or assigns, against them, the said parties of the first part, their heirs and assigns, and against all and every other person or persons whomsoever lawfully claiming or to claim the same or any part thereof, shall and will **SPECIALY WARRANT** and forever **DEFEND**.

In Witness Whereof, the said parties of the first part to these presents hereunto set their hands and seals. Dated the day and year first above written.

Signed, Sealed and Delivered
IN THE PRESENCE OF US

Todd R. Williams, Jr.

TODD R. WILLIAMS, JR.

Lisa Williams

LISA WILLIAMS

STATE OF PENNSYLVANIA :

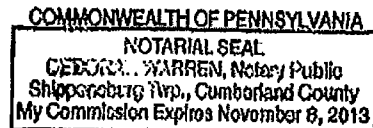
SS

COUNTY OF Cumberland :

On this, the 11 day of March, 2011, before me, a Notary Public in and for said County and State, the undersigned officer, personally appeared **TODD R. WILLIAMS, JR. AND LISA WILLIAMS, HIS WIFE**, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained, and desired the same might be recorded as such.

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

George Warren



The correct and precise address

of the within names Grantee is:

HC 89 Box 105, Route 940, Pocono Summit, Pa 18346

Brenda L. Dean

On behalf of said Grantee

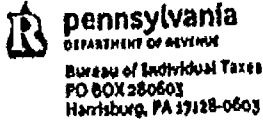
PREPARED BY:

NEWMAN, WILLIAMS, MISHKIN, CORVELEYN, WOLFE & FARERI, P.C.

ATTORNEYS AT LAW

712 Monroe Street

Stroudsburg, Pennsylvania 18360



REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

RECORDER'S USE ONLY

State Tax Paid	25.95
Book Number	2384
Page Number	9179
Date Recorded	3/31/11

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

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

Name: Penn Realty Settlement Services, Inc. Telephone Number: 570-839-0340
 Mailing Address: He 89 Box 105 City: Pocono Summit State: PA ZIP Code: 18346

B. TRANSFER DATA

Grantor(s)/Lessor(s): John R. Williams, Jr & Lisa Williams
 Mailing Address: 9735 Alvin Drive
 City: Shippensburg State: PA ZIP Code: 17257

C. Date of Acceptance of Document

Grantee(s)/Lessee(s): Crumble Knot, LLC
 Mailing Address: He 89 Box 105
 City: Pocono Summit State: PA ZIP Code: 18346

D. REAL ESTATE LOCATION

Street Address: T 553 Parcel 3 A City/Township/Borough: Towhanna
 County: Monroe School District: Mount Pocono Tax Parcel Number: 19/116450

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

1. Actual Cash Consideration	2. Other Consideration	3. Total Consideration
<u>1.00</u>	<u>0</u>	<u>= 1.00</u>
4. County Assessed Value	5. Common Level Ratio Factor	6. Fair Market Value
<u>410.00</u>	<u>X 6.33</u>	<u>= 2,595.30</u>

F. EXEMPTION DATA

1a. Amount of Exemption Claimed	1b. Percentage of Grantor's Interest in Real Estate	1c. Percentage of Grantor's Interest Conveyed
<u>0</u>	<u>100%</u>	<u>100%</u>

Check Appropriate Box Below for Exemption Claimed.

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

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: [Signature] Date: 3/28/2011

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



COUNTY OF MONROE

RECORDER OF DEEDS
7th & MONROE STREETS
STROUDSBURG, PA 18380
Area Code (570) 517-3989

Helen Diecidue - Recorder

Instrument Number - 201106835
Recorded On 3/31/2011 At 10:07:10 AM

Book - 2384 Starting Page - 9179
* Total Pages - 6

* Instrument Type - DEED
Invoice Number - 585171
* Grantor - WILLIAMS, TODD R JR
* Grantee - GRUMBLE KNOTT LLC
User - BLH
* Customer - PENN REALTY SETTLEMENT SERVICES INC

* FEES

STATE TRANSFER TAX	\$25.95
STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$23.50
RECORDING FEES	\$15.00
AFFORDABLE HOUSING	\$13.00
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
POCONO MOUNTAIN SCHOOL	\$12.98
REALTY TAX	
TOBYHANNA TOWNSHIP	\$12.97
TOTAL PAID	\$108.90

RETURN DOCUMENT TO:
PENN REALTY SETTLEMENT SERVICES INC
HC BOX 105
POCONO SUMMIT, PA 18346

TAX ID #
19/116680
Total Tax IDs: 1



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

Helen Diecidue

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW THE LAST PAGE
OF THIS LEGAL DOCUMENT

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

Book: 2384 Page: 9184





RIGHT-OF-WAY TO BE CONDEMNED OVER PROPERTY OF GRUMBLE KNOT, LLC

Beginning at a point, said point being located in the easterly division line of lands of Grumble Knot, LLC (DB 2384, PG 9179) and lands now or formerly of Pennsylvania Glacial Till, LLC (DB 2276 PG 4657).

Thence through lands of said Grumble Knot, LLC, running parallel to and at a distance of fifty feet (50') perpendicular from the southerly centerline of the two proposed electric lines the following two courses and distances. **1.** North four degrees six minutes fifty-five seconds West (N 04°06'55" W) sixty-four and thirty-seven one-hundredths feet (64.37') to a point. **2.** North eighteen degrees forty-six minutes zero seconds West (N 18°46'00" W) five hundred eighty-seven and twelve one-hundredths feet (587.12') more or less to a point in the northerly division line of lands of said Grumble Knot, LLC and lands now or formerly of Susan Butler Reigeluth Living Trust (DB 2303, PG 2319).

Thence along said division line, crossing the southerly centerline of proposed electric lines at a distance of one hundred five and forty one-hundredths feet (105.40') more or less and crossing the northerly centerline of proposed electric lines at a distance of two hundred ten and eighty one-hundredths feet (210.80') more or less, South forty-seven degrees five minutes four seconds East (S 47°05'04" E) three hundred sixteen and twenty one-hundredths feet (316.20') more or less to a point.

Thence through lands of said Grumble Knot, LLC, running parallel to and at a distance of fifty feet (50') perpendicular from the northerly centerline of the two proposed electric lines the following two courses and distances. **1.** South eighteen degrees forty-six minutes zero seconds East (S 18°46'00" E) three hundred twenty-eight and seven one-hundredths feet (328.07) more or less to a point. **2.** South four degrees six minutes fifty-five seconds East (S 04°06'55" E) twenty-two and nineteen one-hundredths feet (22.19') to a point in the aforementioned easterly division line of lands of said Grumble Knot, LLC and lands now or formerly of Pennsylvania Glacial Till LLC.

Thence along said dividing line, crossing the northerly centerline of proposed electric lines at a distance of fifty-two and fifty one-hundredths feet (52.50') more or less and crossing the southerly centerline of proposed electric lines at a distance of one hundred five and one one-hundredth feet (105.01') more or less, South sixty-eight degrees six

minutes fifty-one seconds West (S 68°06'51" W) one hundred thirteen and seven one-hundredths feet (113.07') more or less to an iron pin.

Thence along same, South fifty-three degrees twenty-five minutes five seconds West (S 53°25'05" W) fifty and seventeen one-hundredths feet (50.17') more or less to a point. **The Point of Beginning.**

Said Easement containing one and seventy one one-hundredths Acres (1.71+/- Acs.) more or less as shown on PPL drawing No. EU00500195 prepared by PPL Electric Utilities entitled "PLAN SHOWING ELECTRIC LINE RIGHT-OF-WAY TO BE CONDEMNED OVER PROPERTY OF GRUMBLE KNOT, LLC".

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



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 January 15, 2013, and that said resolutions have not been altered, amended or repealed and are in full force and effect:

WHEREAS, the Board of Directors of this Company previously approved the condemnation against 32 property owners along the 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 as set forth in a Unanimous Written Consent dated December 14, 2012 ("First Condemnation Approval"); and

* * * * *

WHEREAS, Grumble Knot, LLC is the owner of property in Tobyhanna Township, Monroe County, as more particularly described in Exhibit NN and identified as Parcel WP4; 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 6.0 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 the first Condemnation Approval and in Exhibit . . . NN . . . (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.

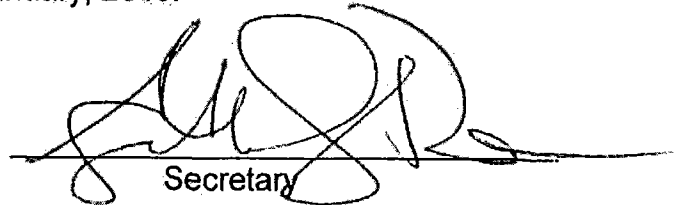
NOW THEREFORE, BE IT RESOLVED, That it is necessary to condemn and appropriate rights-of-way and easements on, over, across or under the Lands to the extent required for rights-of-way to be presently used for the overhead or underground construction, operation and maintenance of the new 230 kV transmission 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 . . . NN . . . 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 . . . NN . . . , 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 17th day of January, 2013.


Secretary

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 January 15, 2013, and that said resolutions have not been altered, amended or repealed and are in full force and effect:

WHEREAS, the Board of Directors of this Company previously approved the condemnation against 32 property owners along the 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 as set forth in a Unanimous Written Consent dated December 14, 2012 ("First Condemnation Approval"); and

* * * * *

WHEREAS, Grumble Knot, LLC is the owner of property in Tobyhanna Township, Monroe County, as more particularly described in Exhibit NN and identified as Parcel WP4; 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 6.0 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 the first Condemnation Approval and in Exhibit . . . NN . . . (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.

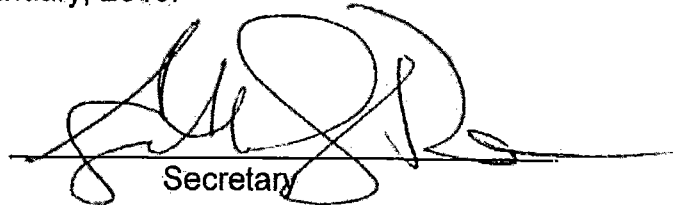
NOW THEREFORE, BE IT RESOLVED, That it is necessary to condemn and appropriate rights-of-way and easements on, over, across or under the Lands to the extent required for rights-of-way to be presently used for the overhead or underground construction, operation and maintenance of the new 230 kV transmission 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 . . . NN . . . 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 . . . NN . . . , 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 17th day of January, 2013.


Secretary