

Paul E. Russell
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Allentown, PA 18101-1179
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FEDERAL EXPRESS

June 7, 2013

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

RECEIVED

JUN 07 2013

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

**Re: PPL Electric Utilities Corporation
Grant of Public Utility Easement,
Caernarvon Township Authority**

Dear Secretary Chiavetta:

Enclosed for filing on behalf of PPL Electric Utilities Corporation's ("PPL Electric") are an original and three (3) copies of a Grant of Public Utility Easement between PPL Electric and the Caernarvon Township, located in Berks County, Pennsylvania. This filing is being made pursuant to 66 Pa. C.S.A. § 507.

Pursuant to 52 Pa. Code § 1.11, the enclosed document is to be deemed filed June 7, 2013, which is the date it was deposited with an overnight express delivery service as shown on the delivery receipt attached to the mailing envelope.

In addition, please date and time-stamp the enclosed extra copy of this letter and return it to me in the envelope provided.

If you have any questions please do not hesitate to contact me.

Very truly yours,

Paul E. Russell

Enclosures

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

Prepared by and return to:
PPL Electric Utilities Corporation

Attn: Bruce R. Swalm

Phone: 717-560-2492

**Address: 651 Delp Road
Lancaster, PA 17601-3034**

Parcel ID#: 35.5320-03-22-8543 Site Address: Mill RD

RECEIVED

JUN 07 2013

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Grant of Public Utility Easement

**KNOW ALL MEN BY THESE PRESENTS, That The Caernarvon Township Authority,
601 Hemlock Road, P.O. Box 188, Morgantown, PA 19543**

hereinafter referred to as "GRANTOR", in consideration of the sum of One Dollar (\$1.00) and other consideration, paid at the date hereof by **PPL ELECTRIC UTILITIES CORPORATION**, hereinafter referred to as "PPL", the receipt whereof being hereby acknowledged, and in lieu of condemnation, does hereby irrevocably grant and convey unto PPL, its successors, assigns and lessees, the right to construct, operate and maintain, and from time to time to reconstruct its overhead and underground electric transmission, distribution and communication lines, including but not limited to such poles, towers, guys, anchors, cables, wires, fiber optics, fixtures and apparatus above and below ground, hereinafter referred to as "electric and communication lines", that may be from time to time necessary for the convenient transaction of the business of PPL, its successors, assigns and lessees, upon, across, over, under, along and within strip(s) of land as shown on the attached, said strip(s) being a part of the property which GRANTOR owns, or in which GRANTOR has any interest in the Township of Caernarvon County of Berks, Commonwealth of Pennsylvania (as further described in certain deed dated **04/3/1990** and recorded in the Office for Recording of Deeds in and for Berks County in Deed Book **2130**

Page **1500**) (the "GRANTOR property"), as shown on plan hereto attached and made a part hereof, including the right of ingress and egress over and across the GRANTOR property at any and all locations to and from the said strip(s) of land at all times for any of the purposes aforesaid; also the right to cut down, trim, remove and to keep cut down and trimmed by mechanical means or otherwise, any and all trees, brush or other undergrowth now or hereafter growing on or within said strip(s) of land, as well as the right to cut down, trim and remove and to keep cut down and removed any and all trees adjoining or outside of the strip(s) which in the judgment of PPL, its successors, assigns and lessees, may or could potentially at any time interfere with the construction, reconstruction, maintenance or operation of

the said electric and communication lines or menace the same, and in connection therewith, the right to remove, if necessary, the root systems of said trees, brush or other undergrowth, and to treat said brush and undergrowth with herbicides labeled to allow their use for the removal and control of said vegetation.

And further, in consideration of said payments, GRANTOR does hereby understand, covenant and agree to and with PPL, its successors, assigns and lessees, that no buildings, swimming pools or any other improvements or structures whatsoever shall be built, constructed or placed on, under or within said strip(s) of land; that no inflammable or explosive materials of any kind shall be stored on, under or within said strip(s) of land; and that PPL, its successors, assigns and lessees, shall be informed of any proposed changes in use of the land located on, or changes in grade under or within the said strip(s).

It is further understood and agreed that PPL, its successors, assigns and lessees, shall not be limited in its or their enjoyment of the rights hereby granted for such electric and communication lines as may be first constructed on said strip(s) of land, but shall have, at all times in the future, the right to construct, operate and maintain, and from time to time to reconstruct, additional electric and communication lines of any type necessary for the convenient transaction of the business of PPL upon, across, over, under, along and within the said strip(s) of land.

This Grant of Public Utility Easement shall be binding on GRANTOR and PPL and his/her/their/its heirs, executors, administrators, successors and/or assigns.

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

IN WITNESS WHEREOF, said GRANTOR has caused this agreement to be executed in its corporate name by its proper officers, this 1st day of May, 2013.

WITNESS:

Robert R. Rhode
John Gode

GRANTOR - THE CAERNARVON TOWNSHIP AUTHORITY

By: *Robert L. Weaver*

Name: *Robert L. Weaver*

Title: *Chairman*

Commonwealth of Pennsylvania)
) : SS
County of Berks)

On this 1st day of May, 20 13, before me, personally
appear Robert L. Weaver
who acknowledged himself/herself to be the Chairman
of The Caernarvon Township Authority And that he/she as
such Chairman, being authorized to do
executed the foregoing instrument for the purposes stated therein.

~~COMMONWEALTH OF PENNSYLVANIA~~ IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

Notarial Seal
Donna L. Longenecker, Notary Public
Spring Twp., Berks County
My Commission Expires Sept. 12, 2014
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Donna L. Longenecker
Notary Public

RECORDED in the Office for Recording of Deeds in and _____ County,
in _____ Book, _____ Page _____, etc.
WITNESS my hand and seal of Office _____ day of _____, 20 _____

APPROVED
 BY
 REVISION
 NO.



- LEGEND:**
- IRON PIN ○
 - CONC MONUMENT ◊
 - IRON PIPE ●

N/F
 GLENN Z. & NANCY K. BRUBACHER
 INSTRUMENT # 2011014870

THE
 CAERNARVON TOWNSHIP
 AUTHORITY

N/F
 CAERNARVON TOWNSHIP
 MUNICIPAL SEWER AUTHORITY
 DB 1720 PAGE 1067

Agreement Dated May 6, 2013
 Copy of this Plan
 Received By Robert L. Wilson
 Date May 9, 2013

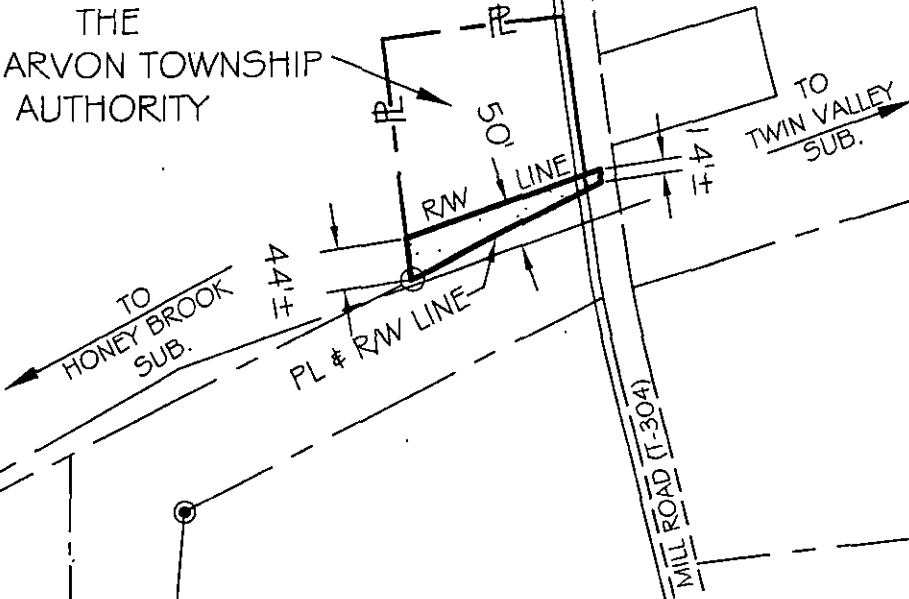
30

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



ACCT-	10015722
SCALE-	NONE
BY-	RRC
DATE REVIEWED	4/25 02/27/2013
DATE	
NO.	

HONEY BROOK-TWIN VALLEY 69KV TRANSMISSION LINE	
PLAN SHOWING ELECTRIC LINE RIGHT OF WAY OVER PROPERTY OF	
THE CAERNARVON TOWNSHIP AUTHORITY	
DEED BOOK 2130, PAGE 1500	
CAERNARVON TOWNSHIP	BERKS CO. PA.
APPROVAL <u>Glenn Z. Brubacher</u>	DATE 2/27/2013
AC	PPL DRAWING NO.
CAD ID	EU00500658
SHEET NO.	1
REV.	0



504-300-58
 REAL ESTATE OR TRANSMISSION FACILITIES MAP
 C
 P&P
 LOCATION CODES
 24077

From: (610) 774-4254
Paul E Russell
PPL Corporation
2 N 9th Street

Origin ID: ABEA



J13111302120326

Allentown, PA 18101

Ship Date: 07JUN13
ActWgt: 1.0 LB
CAD: 104308816/NET3370

Delivery Address Bar Code



Ref # PER 205 734268 000
Invoice #
PO #
Dept #

SHIP TO: (717) 772-7777

BILL SENDER

ROSEMARY CHIAVETTA, SECRETARY
PA Public Utility Commission
400 NORTH ST
COMMONWEALTH KEYSTONE BUILDING
HARRISBURG, PA 17120

MON - 10 JUN 10:30A
PRIORITY OVERNIGHT

1 of 2

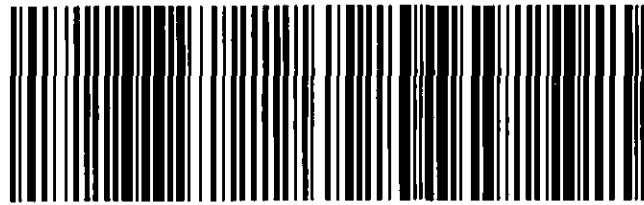
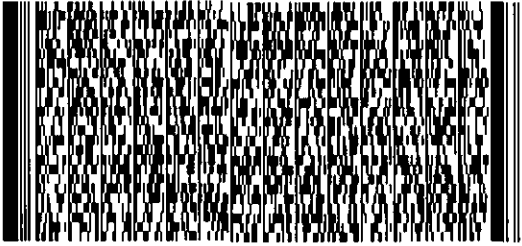
TRK# 7999 4986 0199

0201

MASTER

17120
PA-US
MDT

SH MDTA



518G1D777A3AB

After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.