



17 North Second Street  
12th Floor  
Harrisburg, PA 17101-1601  
717-731-1970 Main  
717-731-1985 Main Fax  
www.postschell.com

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John H. Isom

jisom@postschell.com  
717-612-6032 Direct  
717-731-1985 Direct Fax  
File #: 2507/151787

July 15, 2013

***VIA ELECTRONIC FILING***

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

**Re: Letter of Notification of PPL Electric Utilities Corporation (PPL Electric) With Respect to the Fountain Hill #1 and #2 138/69 kV Tap Line in Salisbury Township, Lehigh County and Petition of PPL Electric for a Finding That a Building to Shelter Control Equipment at the Fountain Hill 69-12 kV Substation to be Constructed in Salisbury Township, Lehigh County is Reasonable and Necessary for the convenience or Welfare of the Public**  
**Docket Nos. A-2012-2290574 and P-2012-2290433**

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Dear Secretary Chiavetta:

As requested, enclosed are copies of all fully executed documents through which PPL Electric Utilities Corporation has acquired all land rights necessary for the Fountain Hill Project in the above-referenced proceeding.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read 'John H. Isom', is written over a printed name.

John H. Isom

JHI/jl

Enclosures

cc: Yasmin Snowberger (*via e-mail*)

Prepared By: PPL Electric Utilities Corp  
Return to: PPL Electric Utilities Corp  
2 N Ninth St. - GENN5  
Allentown, PA 18101

Parcel ID#: 090-91384

## ACCESS ROAD EASEMENT

**KNOW ALL MEN BY THESE PRESENTS**, That the COUNTY OF LEHIGH having its principal office at 17 South Seventh St., Allentown, PA 18101-2401, herein after 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 (Company), the receipt whereof is hereby acknowledged, do hereby, for itself, and its heirs, executors, administrators and assigns, irrevocably grant and convey unto the said Company its successors, assigns, lessees or licensees, the right, liberty and privilege of constructing and maintaining, together with the free and uninterrupted use of and passage in and along, a private roadway as shown on the plan hereto attached and made a part here of; generally 60 feet +/- feet in width extending in a westerly +/- direction from Eastern edge of Dodson St through the property which it owns or in which it has an interest situate in the Township of Salisbury, County of Lehigh, Commonwealth of Pennsylvania, in Document No. 7425504, for a distance of approximately 165 +/- feet to the property line of lands now or formerly of the County of Lehigh, together with free ingress, egress and regress to and for said Company, its successors, assigns, lessees, licensees, tenants, agents, workmen, employees and contractors, with necessary motor vehicles and other apparatus at all times for any and all purposes, into, along, upon and out of said private roadway; also the right to cut down and trim any trees, brush or other undergrowth upon, along or adjacent to said private roadway which in the judgment of said company, its successors, assigns, lessees and licensees, may at any time interfere with the construction, maintenance or use of said private roadway.

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 thereafter become effective in accordance with the provisions of the Public Utility Law.

This Access Road Easement shall be binding on GRANTOR and PPL and his/her/their/its heirs, executors, administrators, successors and/or assigns.

Grantee agrees to restore the property to its pre-construction condition.

WITNESS \_\_\_\_\_ hand and seal this 24th day of June, 20 13.

Witness:  
Rosie Burdick  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Grantor: County of Lehigh  
Matthew T. Croslis  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA )  
: SS  
COUNTY OF LEHIGH )

I HEREBY CERTIFY that on the 24th day of June, 20 13, before me, a Notary Public for the Commonwealth aforesaid, commissioned for the residing in the city of Allentown County of Lehigh, personally appeared the above named Matthew T. Croslis, and acknowledged the following instrument to be \_\_\_\_\_ act and deed, and desired the same to be recorded as such.

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

Jill Silvka  
\_\_\_\_\_  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Jill Silvka, Notary Public  
City of Allentown, Lehigh County  
My Commission Expires Dec. 9, 2013  
Member, Pennsylvania Association of Notaries

Prepared By: PPL Electric Utilities Corp  
Return to: PPL Electric Utilities Corp  
2 N Ninth St. - GENN5  
Allentown, PA 18101

Parcel ID#: 090-91384

**EASEMENT AGREEMENT  
(Stormwater)**

THIS EASEMENT AGREEMENT made this 24<sup>th</sup> day of June <sup>2013</sup> by the County of Lehigh (hereinafter referred to as "Grantor" and PPL Electric Utilities Corporation (hereinafter referred to as "Grantee").

**WITNESSETH:**

**WHEREAS**, Grantor is the owner of property known as The County of Lehigh, having taken title to the same by deed recorded in the Office of Recorder of Deeds, in and for Lehigh County, Pennsylvania as document 7425504, which property is also known as Lehigh County PIN# 090-91384 (the "Property"); and

**WHEREAS**, Grantor agreed to allow Grantee to construct stormwater drainage facilities on the Property.

**NOW, THEREFORE**, Grantor, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, unto Grantor and truly paid, at or before the signing and delivery thereof, the receipt of which is hereby acknowledged, and intending to be legally bound, has granted, bargained and sold, and by these presents does grant, bargain and sell unto Grantee, its successors and assigns, a permanent easement including the free and uninterrupted use, liberty and privilege of, and passage in and along the Property as more fully described in the legal description and plan prepared by Grantee, a true and correct copy of which is attached hereto, incorporated herein by reference, and marked as Exhibit "A", as follows:

1. A Stormwater Drainage Easement, as hereinafter defined, extending over those certain pieces of land of the Property as more fully shown and described in Exhibit "A", which is attached hereto and made a part hereof by reference. Upon the reasonable request of Grantor, Grantee shall identify and delineate the physical boundaries of the easement or identify suitable landmarks delineating the same.
2. For the purpose of this Agreement, the term "Stormwater Drainage Easement" shall mean the full, free, unlimited and unrestricted right, liberty, privilege and easement, but not the obligation, to enter upon and use the land affected by such easement, for the purposes, if so desired by Grantee, of maintaining and operating thereon and therein stormwater management facilities for the conveyance and transportation of stormwater runoff, together with the right to do whatever may be required for the enjoyment of said easement, including the right of ingress and egress to and from the land affected by such easement for the purpose of maintaining, repairing, renewing or restoring said stormwater management facilities provided, however, that Grantee, its successors and assigns, shall restore said land as nearly practicable to the original contours existing as of the effective date of this Agreement.
3. Grantor grants an easement to Grantee, its agents, employees and contractors, with necessary equipment, to enter upon and have access to the area of the Property depicted and described on Exhibit "A" hereto. Such easement is for the express purpose of construction and maintenance work to be done in connection with Stormwater Drainage Easement.
4. Except as provided herein, Grantee, its successors or assigns shall be solely responsible for the maintenance and operation of the Stormwater Drainage Easement at its own cost and expense. Grantor shall be responsible for any and all maintenance and repair necessary or caused by the negligence or willful misconduct of Grantor.
5. Grantor, its successors and assigns, agrees not to construct any building, sheds, fences, barriers or other structures within the Stormwater Drainage Easement which would obstruct the free and unhampered drainage of the stormwater referred to herein or otherwise interfere with the use of the Stormwater Drainage Easement.

6. Grantee, its successors and assigns, shall be solely responsible for any and all damages, injury or loss caused by its construction of the stormwater improvements, and shall, at its own expense, repair any damage done to abutting property owners or their land because of the said development.
7. If Grantee disturbs the surface of the Stormwater Drainage Easement Area, Grantee shall be responsible for returning the surface of the Easement Area to the same condition (including but not limited to grade and vegetation) as existed prior to Grantee's exercise of its rights hereunder.
8. Grantee shall use all reasonable means to avoid inconvenience to Grantor, and assigns, and damage to property of Grantor.
9. From and after the effective date of this Agreement, the Grantee, its successors and assigns, shall release, indemnify, protect, hold harmless and defend the Grantor, its successors and assigns, from and against any and all losses, claims, costs, liabilities, damages, demands and/or expenses (including reasonable attorney fees and court costs) arising out of or resulting from the indemnifying party's (and such party's employees, customers, invitees and other persons doing business at or using the indemnifying party's property) acts or omissions on or about the Stormwater Drainage Easement Area, including, but not limited to, claims for death or for personal injury or property damage.
10. No change, modification or waiver of any term of this Agreement shall be valid unless it is in writing and signed by all parties.
11. This agreement together with the attached Exhibit "A" constitutes the entire agreement between the parties and supersedes all prior agreements and understandings between the parties with respect to the matters set forth herein.
12. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

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 thereafter become effective in accordance with the provisions of the Public Utility Law.

**TO HAVE AND TO HOLD** the said easement and hereditaments hereby granted or mentioned and intended so to be, with the appurtenances, unto Grantee, its successors and assigns, to and for the only proper use and behoof of Grantee, its successors and assigns forever.

**THIS EASEMENT SHALL BE DEEMED A COVENANT RUNNING WITH THE LAND.**

**[Remainder of Page Intentionally Blank]**



**PREPARED BY:**

Norris McLaughlin & Marcus, P.A.  
The Paragon Centre, Suite 300  
1611 Pond Road, Allentown, Pennsylvania 18104  
Phone: 610-391-1800; Fax: 610-391-1779

**RETURN TO:**

Norris McLaughlin & Marcus, P.A.  
The Paragon Centre, Suite 300  
1611 Pond Road, Allentown, Pennsylvania 18104  
PIN NUMBER:

---

**DEED**

**THIS INDENTURE**, made the 24<sup>th</sup> day of June, Two Thousand Thirteen (2013),

**BETWEEN COUNTY OF LEHIGH**, with its offices situate at 17 S. 7<sup>th</sup> Street, in the City of Allentown, County of Lehigh and Commonwealth of Pennsylvania, hereinafter called the "Grantor", Party of the first part,

**AND**

**PPL ELECTRIC UTILITIES CORPORATION**, formerly known as PP&L, Inc., formerly known as Pennsylvania Power & Light Company, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal office in the City of Allentown, County of Lehigh, and Commonwealth of Pennsylvania, hereinafter called the "Grantee", Party of the second part

**WITNESSETH**, that the said Party of the first part, for and in consideration of the sum of One Dollar and 00/100 cents (\$1.00) lawful money of the United States of America, well and truly paid by the said Party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release, convey and confirm, unto the said Party of the second part, its successors and assigns forever,

**ALL THAT CERTAIN** parcel or tract of land situate in Salisbury Township, Lehigh County, Pennsylvania, being shown on PPL Electric Utilities Drawing No. B391872 entitled FOUNTAIN HILL SUBSTATION AND TAP Plan Showing Property To Be Acquired By PPL Electric Utilities Corporation From Lehigh County, dated February 10, 2012, being bounded and described as follows, to wit:

**BEGINNING** at a RR spike in the easterly division of lands of Stephen John Baize (DB 1566 Pg. 338) and lands of the County of Lehigh (Instrument # 7425504), said RR spike marking the southwesterly corner of lands of said County of Lehigh and the herein described parcel;

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**THENCE** along the easterly line of lands of said Baize, North 12° 01' 40" East 451.09 feet to a PPL monument to be set, said monument marking the northwesterly corner of the herein described parcel;

**THENCE** through lands of said County of Lehigh, South 82° 51' 24" East 211.25 feet to a PPL monument to be set marking the northeasterly corner of the herein described parcel;

**THENCE** through same and along leased lands of Salisbury Township, South 07° 08' 36" West 428.09 feet to a PPL monument to be set in the northerly line of lands of James M. & Sarah Frederick (DB 1235 Pg. 1049), said monument marking the southeasterly corner of the herein described parcel;

**THENCE** along the northerly line of lands of said Frederick and lands of Michael J. Brandel & A.J. Christiani (DB 1638 Pg. 228), North 87° 44' 53" West 250.57 feet to a RR spike, being the first mentioned point and place of beginning.

**CONTAINING** 2.32 acres of land, more or less.

*The land herein conveyed is part of a larger parcel. No formal subdivision approval of the parcel is required because the transfer is made to, and in lieu of condemnation by, a public utility, for utility purposes, and is exempt from local land use regulations.*

**BEING PART OF THE SAME PREMISES** conveyed to the County of Lehigh by Deed dated June 12, 2007 and recorded June 26, 2007 in the Recorder of Deeds Office in and for Lehigh County, Pennsylvania, at Document ID No. 7425504.

**TOGETHER** with all and singular the lot, buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments and appurtenances to the same belonging, or in anywise appertaining, and the reversion and reversions; remainders and remainders, rents, issues, and profits thereof, and of every part and parcel thereof.

**AND ALSO**, all the estate, right, title, interest, property, possession, claim and demand whatsoever, both in law and equity, of the said party of the first part, of, in and to the said premises, with the appurtenances.

**TO HAVE AND TO HOLD** the said premises, with all and singular the appurtenances unto the said Party of the second part, its successors and assigns, to the only proper use, benefit and behoof of the said Party of the second part, its successors and assigns, forever.

**AND** the said Party of the first part, its successors, executors and administrators, does by these presents covenant, promise and agree to and with the said Party of the second part, its successors and assigns forever, that it the said Party of the first part, its successors and assigns, all and singular the hereditaments and premises hereinabove described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Party of the second part, its successors and assigns, and against all and every person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under him, her, them or any of them,

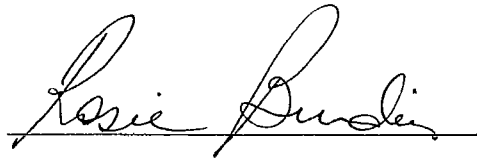
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**SHALL AND WILL SPECIALLY WARRANT AND FOREVER DEFEND.**

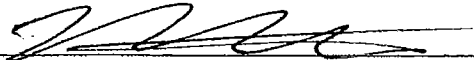
It is expressly understood and agreed between the Grantor and Grantee herein that Grantor shall have one (1) year from the date hereof to deliver to Grantee a release or releases of the above described piece or parcel of land from the lien of any mortgage or mortgages of Grantor to which it is subject.

**IN WITNESS WHEREOF**, the said Party of the first part to these presents has hereunto set forth its hand and seal dated the day and year first above written.

**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:**



**COUNTY OF LEHIGH**

By:  (L.S.)

Name: Matthew T. Croslis

Title: County Executive

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF LEHIGH )

On this, the 24<sup>th</sup> day of June 2013, before me, a Notary Public, the undersigned officer, personally appeared **MATTHEW T. CROSLIS**, who acknowledged himself to be the County Executive of the County of Lehigh, a municipal corporation, and that he as such County Executive, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as County Executive.

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

MY COMMISSION EXPIRES:

Dec 9, 2013

Jill Sivka  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Jill Sivka, Notary Public  
City of Allentown, Lehigh County  
My Commission Expires Dec. 9, 2013  
Member, Pennsylvania Association of Notaries

I HEREBY CERTIFY that the precise address of the Grantee herein is:

\_\_\_\_\_  
on behalf of Grantee



**LEGEND**

- IRON PIPE FDN. ○
- RR SPIKE FDN. ⊙
- PPL MON. TO BE SET ■

SEE PPL DWG. B-391874 FOR RIGHT-OF-WAY

N/F  
STEPHEN JOHN BAIZE  
D.B. 1566, PG. 338

LEHIGH COUNTY  
TO  
PPL ELECTRIC  
UTILITIES CORPORATION  
2.32 AC.  
100,910.77 S.F.

REMAINING LANDS  
OF  
LEHIGH COUNTY  
INST. # 7425504

DODSON STREET  
PLAY AREA UNDER  
LONG TERM LEASE  
TO SAUSBURY TOWNSHIP

N/F  
FOUNTAIN HILL CEMETERY ASSOCIATION  
D.B. 217, PG. 359

Agreement Dated  
Copy of the Plan  
Received By \_\_\_\_\_  
Date \_\_\_\_\_

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

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ACCT - 389368  
SCALE - NONE  
BY - RBC  
DATE 2/10/12  
SAUSBURY TOWNSHIP

APPROVED: *William K. Potts*  
DATE: 2/10/12  
PPL ELECTRIC UTILITIES

FOUNTAIN HILL SUBSTATION AND TAP  
PLAN SHOWING PROPERTY TO BE ACQUIRED BY  
PPL ELECTRIC UTILITIES CORPORATION  
FROM LEHIGH COUNTY, INST. ID # 7425504  
LEHIGH CO. PA.

PPL DRAWING NO. B391872  
SHEET NO. 1

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

*Prepared by and return to:*  
PPL Electric Utilities Corporation

Attn: Senior manager- Siting & Right of Way

Address: 2 N Ninth St - GENN5  
Allentown, PA 18101

**GRANT OF RIGHT OF WAY  
(Public Utility Easement-Transmission)**

Parcel ID#: 090-91384

**KNOW ALL MEN BY THESE PRESENTS,** That Lehigh County, having an office at 17 South Seventh Street, Allentown PA 18101-2401

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 varying in width from 100 feet to 154 in width, said strip(s) being a part of the property which GRANTOR owns, or in which GRANTOR has any interest in the Township of Salisbury County of Lehigh, Commonwealth of Pennsylvania (as further described in certain deed dated 6-12-2007 and recorded in the Office for Recording of Deeds in and for Lehigh County in Instrument #7425504 (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.

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

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

Grantee agrees to restore the property to its pre-construction condition.

**IN WITNESS WHEREOF**, said GRANTOR has caused this agreement to be executed in its corporate name by its proper officers, this 24th day of June, 20 13

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LEHIGH COUNTY  
GRANTOR

WITNESS: *Rosie Bursler*

By: *Matthew T. Croslis*

Name: Matthew T. Croslis

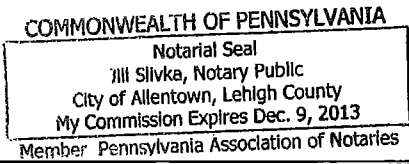
Title: County Executive

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Commonwealth of Pennsylvania )  
 : SS  
County of Lehigh )

On this 24th day of June, 20 13, before me, personally  
appear Matthew T. Croslis  
who acknowledged himself/herself to be the County Executive  
And that he/she as  
such County Executive, being authorized to do  
executed the foregoing instrument for the purposes stated therein.

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



Jill Slivka  
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 \_\_\_\_\_



Prepared By: PPL Electric Utilities Corp  
Return to: PPL Electric Utilities Corp  
2 N Ninth St. - GENN5  
Allentown, PA 18101

Parcel ID#: 090-91384

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

**GRANT OF RIGHT-OF-WAY**  
**(Public Utility Easement-Distribution)**

KNOW ALL MEN BY THESE PRESENTS, That **County of Lehigh**, having its principal office at 17 South Seventh Street, Allentown, PA 18101-2401 hereinafter called "**Grantor**", intending to be legally bound, does hereby grant and convey unto **PPL Electric Utilities Corporation**, herein called **Grantee**, the right, privilege and authority to construct, reconstruct, operate and maintain underground line or lines, equipment and appurtenant facilities as said Grantee deems necessary and proper for the operation of electric system or systems, and communication system or systems, including but not limited to such cables, wires, fixtures and apparatus, under the surface of the ground, as may be from time to time necessary for the convenient transaction of the business of said Grantee, upon, across, under and along a strip of land 25 feet +/- in width, and 120" +/- feet in length said strip of land being part of the property of Grantor known as the Dodson Street Park and situated in the Township of Salisbury, County of Lehigh, Commonwealth of Pennsylvania, and upon, over, across, under and along the roads, streets, or highways adjoining the said property as shown on the plan hereto attached and made a part hereof, including the right of ingress and egress to and from the said lines at all times for any of the purposes aforesaid; and also the right to trim, cut or remove trees, underbrush and other obstructions within said strip of land which in the judgment of Grantee, may 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 nontoxic chemicals for their removal and control, provided, however, any damage (other than for said trimming, cutting or removing) to the property of Grantor, caused by said Grantee in constructing or maintaining the said electric and communication lines, shall be borne by Grantee.

AND, further, Grantor does hereby covenant and agree to and with the said Grantee that they will not erect or permit the erection of any building on said property within said strip of land, and that the said Grantee, shall not be limited in their enjoyment of the rights hereby granted to such a line or lines of underground equipment and appurtenant facilities as may be first constructed on said land, but that the said Grantee shall have, at all times in the future, the right to construct, operate and maintain, and from time to time reconstruct additional underground equipment and appurtenant facilities within the said strip of land on which no building shall be erected.

Grantee agrees to restore the property to its pre-construction condition.

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 thereafter become effective in accordance with the provisions of the Public Utility Law.

The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

Witness the due execution and ensembling hereof this                      day of June , 2013.

17 South Seventh Street, Allentown, PA 18101-2401  
P.O. Address

\_\_\_\_\_  
Witness

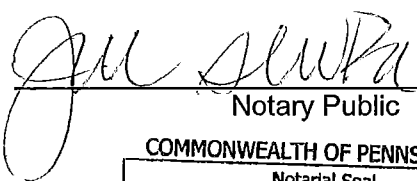
\_\_\_\_\_  
County Executive (SEAL)  
Matthew T. Crosliis

COMMONWEALTH OF PENNSYLVANIA )  
 : SS  
COUNTY OF LEHIGH )

Matthew T. Croslis

On this 24th day of June A.D., 2013 before me, personally appeared ^ known to me (or satisfactorily proven) to be the person whose name IS subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

  
\_\_\_\_\_  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Jill Slivka, Notary Public  
City of Allentown, Lehigh County  
My Commission Expires Dec. 9, 2013  
Member, Pennsylvania Association of Notaries

## AGREEMENT OF SALE

THIS AGREEMENT, made this 24th day of June, 2013, between PPL ELECTRIC UTILITIES CORPORATION, a Pennsylvania corporation, of Allentown, Lehigh County, Pennsylvania, hereinafter called Seller, and LEHIGH COUNTY, hereinafter called Buyer.

### WITNESSETH:

WHEREAS, Seller is the owner of certain property located in the Township of Salisbury, County of Lehigh, which is more fully described as follows:

ALL THAT CERTAIN piece or parcel of land, situate in the Township of Salisbury, County of Lehigh, Commonwealth of Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a true point of beginning, the location of which is ascertainable as follows: Beginning at a railroad spike in Lehigh Avenue, a public road leading from Fountain Hill to Allentown, said spike being South six degrees thirty-seven minutes fifty-six seconds West (S 6° 37' 56" W) a distance of fifty-eight and eighty-nine one-hundredths (58.89) feet from the northwest corner of a tract of land now or formerly of J. J. Stokes; thence, along said public road, the following two (2) courses and distances: (1) North sixty-three degrees thirty-three minutes thirty-seven seconds West (N 63° 33' 37" W) four hundred fifteen and thirty-eight one-hundredths (415.38) feet to a railroad spike, and (2) North seventy-five degrees twenty-four minutes fourteen seconds West (N 75° 24' 14" W) four hundred thirty-seven and sixty-five one-hundredths (437.65) feet to a spike, the true point of beginning; thence, leaving said public road and along land of the Seller, the following four (4) courses and distances: (1) South forty-nine degrees forty-two minutes twenty-five seconds West (S 49° 42' 25" W) three hundred seventy-nine and twenty-five one-hundredths (379.25) feet to an iron pipe; (2) North forty degrees seventeen minutes thirty-five seconds West (N 40° 17' 35" W) one hundred fifty and no one-hundredths (150.00) feet to a point in the center line of the so-called Freemansburg-Elliot Heights power line right of way; (3) North forty degrees seventeen minutes thirty-five seconds West (N 40° 17' 35" W) one hundred fifty and no one-hundredths (150.00) to an iron pipe; and (4) North forty-nine degrees forty-two minutes twenty-five seconds East (N 49° 42' 25" E) two hundred eighty-seven and twenty-seven one-hundredths (287.27) feet to a spike in said road; thence, along said road, the following six (6) courses and distances: (1) South thirty-nine degrees twenty-eight minutes thirty-five seconds East (S 39° 28' 35" E) fifty-one and eighteen one-hundredths (51.18) feet to a spike; (2) South forty-four degrees one minute thirty-five seconds East (S 44° 01' 35" E) fifty and no one-hundredths (50.00) feet to a spike; (3) South

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fifty-two degrees no minutes thirty-five seconds East (S 52° 00' 35" E) fifty and no one-hundredths (50.00) feet to a spike in the center line of the aforementioned right of way; (4) South sixty degrees fifty-one minutes thirty-five seconds East (S 60° 51' 35" E) fifty and no one-hundredths (50.00) feet to a spike; (5) South sixty-seven degrees twenty-three minutes thirty-five seconds East (S 67° 23' 35" E) fifty and no one-hundredths (50.00) feet to a spike; and (6) South seventy-three degrees fifty-two minutes thirty-five seconds East (S 73° 52' 35" E) seventy and twenty one-hundredths (70.20) feet to a spike, the true point of beginning.

**CONTAINING** 2.15 acres, more or less.

**BEING** the same property which was granted and conveyed in fee simple by Bethlehem Steel Corporation to Pennsylvania Power and Light Company by deed dated June 1, 1970 and recorded in the office of Recorder of Deeds of Lehigh County in Deed Book 1136 page 322 on June 16, 1970.

WHEREAS, Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, under and subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The price or consideration shall be One Dollar (\$1.00).
2. The Property is to be sold and transferred under and subject to the following rights and exceptions and reservations by Seller, its successors and assigns:
  - (A) All right, title and interest in and to any and all electrical service, distribution and or transmission, or communication facilities, of whatever nature or kind, located on the Property.
  - (B) A permanent easement 100' wide, as shown on attached print, is reserved by Seller, its successors, assigns, lessees or licensees, to construct, operate and maintain and from time to time reconstruct its existing and/or future overhead and underground electric distribution and communication facilities consisting of such poles, towers, guys, anchors, conduits, cables, wires, fiber optics, antennae, concrete pads, transformers, cable pedestals, terminal compartments, manholes, and other facilities, fixtures, apparatus and equipment deemed by Seller to be necessary therefore, upon, over, across and under the Property; and upon, over, across and under the roads, streets, and highways adjoining the Property, including the right of ingress, egress and regress to and from Seller's facilities at all times for any of the aforesaid purposes; also, the right to trim, cut or remove trees and underbrush on the Property which in the judgment of the Seller, its successors and/or assigns, may at any time interfere with the construction, reconstruction, maintenance or operation of the said facilities, or menace the same

and in connection therewith and the right to remove, if necessary, the root systems of said trees, brush or other undergrowth, and to spray said brush and undergrowth with chemicals for their removal and control.

3. The Property is to be conveyed free and clear of all liens except for the blanket mortgage addressed in Item 16, encumbrances, and easements, except for easements and other items of record or visible upon the ground, and the title to the herein described lot or piece of ground shall be good and marketable and such as will be insured by any reputable title insurance company at the regular rates.

4. Settlement shall be made on or before August 31, 2013.

5. Possession is to be given at the time of settlement by delivery of a special warranty deed.

6. Taxes shall be apportioned pro rata as of date of settlement, which apportionment shall be based upon the actual fiscal years of the taxing authorities for which the subject taxes are levied.

7. Seller and Buyer agree that there should not be any transfer taxes due as at the time of recording the deed. Notwithstanding the foregoing, to the extent that any transfer taxes may be due, it is understood and agreed that any and all transfer taxes imposed by any governmental body shall be borne by Seller.

8. In the event the Seller is unable to give a good and marketable title and such as will be insured by any reputable title insurance company, as above set forth, Buyer shall have the option of taking such title as the Seller can give without abatement of price, or of being repaid all monies paid on account by Buyer; and in the latter event there shall be no further liability or obligation by either of the parties hereunder and this Agreement shall become null and void.

9. Should the Buyer violate or fail to fulfill and perform any of the terms or conditions of this Agreement, then, and in that case, all sums paid by the Buyer on account of the purchase price or consideration herein, may be retained by the Seller as liquidated damages for such breach which shall be the exclusive remedy of the Seller.

10. Risk of loss shall remain on Seller until final settlement hereunder.

11. Seller and Buyer hereby represent that they have not utilized the services of any broker in connection with the sale and purchase of this property.

12. Seller agrees to execute and/or deliver to Buyer at closing any and all documentation required by Buyer's title insurance company or required by law.

13. The Agreement of Sale, once executed, will be filed with the Pennsylvania Public Utility Commission ("PUC").

14. Deed preparation and acknowledgment are to be paid by Seller.

15. Final settlement shall be held at a time and location agreed upon by the parties.

16. It is expressly understood and agreed between the Seller and Buyer herein that Seller shall have one (1) year from the date of settlement to deliver to Buyer a release or releases of the Property from any mortgage or mortgages of Seller to which it is subject.

17. The Deed from Seller to Buyer shall include the following Paragraph:

This property, or interest in property, was either acquired with or donated as a match for funds provided by the Pennsylvania Department of Conservation and Natural Resources ("Department"). The source of the funds is Keystone Recreation, Park and Conservation Fund Act, the act of July 2, 1993 (P.L. 359, No. 50)(32 P.S. §§ 2011 *et seq.*) and the Environmental Stewardship and Watershed Protection Act, as amended, 27 Pa.C.S. §§ 6101 *et seq.*, ("Act"). This property, or any portion of it, may not be converted to purposes other than those authorized under the Act for property acquired with Department funds. No change of use and no transfer of ownership, control, or interest in this property may occur, and no encumbrance may be placed on this property, without the written consent of the Department or its successor. The restriction in this paragraph applies to both the surface and subsurface of the property. This restriction has the effect of a covenant running in perpetuity with the land and is binding upon the owner(s) of the property and upon all subsequent owners, successors, and assigns. This restriction is enforceable by the Department and its successors.

18. At time of Settlement on the Property herein, Buyer shall also be transferring to Seller an approximate 2.32 acre property (Total consideration being \$102,080) on which Seller herein will be constructing an electric substation. At or about the time of such construction, Seller shall construct a 30-foot high safety net system on the County's property directly adjacent to the substation. The safety net shall become the personal property of Buyer herein. At time of Settlement, Seller shall pay Buyer the sum of \$5000 for the perpetual maintenance of the netting system. Buyer shall be responsible for all future maintenance and repair of the netting system, and Seller shall have no further obligations relating to the netting system after the initial construction.

19. At the time of the recording of the Deed for the Property being transferred herein, the following documents shall also be recorded for the consideration, if any, set forth below:

A. Special Warranty Deed for the substation property referenced in Paragraph 18.

- B. Access Road Agreement allowing Seller herein access to the substation property (.23 acres multiplies by \$44,000 = \$10,120).
- C. Easement Agreement for storm water drainage facilities related to the substation to be placed on property owned by Buyer herein (.15 acres—No Consideration).
- D. Grant of Right of Way for electric distribution facilities on property owned by Buyer herein (.06 acres—No consideration).
- E. Grant of Right of Way for electric transmission facilities on property owned by Buyer herein (2.16 acres multiplied by \$44,000 = \$95,040).

20. This Agreement shall extend to and be binding upon the respective successors and assigns of each of the parties hereto.

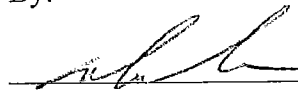
**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound hereby, have hereunto set their hands and seals the day and year first above written.

**WITNESS:**



**PPL Electric Utilities Corporation**

By:



Marc A. Jackson

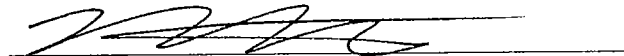
Manager- Real Estate Services for PPL Services Corporation and authorized agent for PPL Electric Utilities Corporation

**WITNESS:**



**Lehigh County**

By:



Matthew T. Crostis  
County Executive



## OPTION AGREEMENT

This **OPTION AGREEMENT** ("Agreement") is made this 24<sup>th</sup> day of June, 2013 (the "Execution Date"), between the **COUNTY OF LEHIGH**, having an address of 17 South 7<sup>th</sup> St., Allentown, PA 18101-2401, hereinafter called "**OPTIONOR**", and **PPL ELECTRIC UTILITIES CORPORATION**, a Pennsylvania corporation having an address of 2 N. 9<sup>th</sup> St, Allentown, Pennsylvania 18101, hereinafter called "**OPTIONEE**".

**WITNESSETH**, that the **OPTIONOR** hereby grants unto the said **OPTIONEE**, its successors and assigns, or its or their nominee, the option and right to purchase, for the consideration of One Hundred Two Thousand Eighty and 00/100 Dollars (\$102,080.00), all that certain piece or parcel of ground, including improvements, containing approximately 2.32 +/- acres, located in Salisbury Township, Lehigh County, Pennsylvania (the "Property"), being all or a portion of the premises more fully described in the Deed dated June 12<sup>th</sup>, 2007 and recorded in the Office of Recorder of Deeds in and for Lehigh County Instrument Number 7425504, which Property is also identified as PIN number 090-91384.

The Property is shown on Preliminary Plan attached hereto and made a part hereof and will be surveyed by PPL Electric Utilities Corporation at its expense. The survey description will be used in the Deed conveying the Property to **OPTIONEE**.

The term of the option shall be one year, commencing on the Execution Date (the "Option Period"). If **OPTIONEE** does not exercise its option by the end of the Option Period, then this Agreement shall automatically terminate and neither party shall have any further rights or obligations.

**OPTIONEE** agrees to purchase said piece or parcel of land and improvements for the aforesaid consideration, payable as follows:

- (a) One hundred two Thousand and 00/100 Dollars (\$102,080.00) to be paid at time of Closing.

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The Property is to be conveyed free and clear of all liens, encumbrances, easements or

reservations, excepting those of public record, and title to the Property shall be good and marketable such as will be insured by a reputable Title Insurance Company in the Commonwealth of Pennsylvania at the regular rates.

In the event the **OPTIONOR** is unable to give good and marketable title or such as will be insured by any reputable Title Insurance Company as set forth above, **OPTIONEE** shall have the option of taking such title as the **OPTIONOR** can give without abatement of price, or of being repaid all monies (except the initial down payment) paid on account by **OPTIONEE** to **OPTIONOR**, and in the latter event there shall be no further liability or obligation by either of the parties hereunder and this agreement shall become null and void.

It is hereby understood and agreed that during the Option Period, **OPTIONEE**, or its representatives, agents, employees or contractors, may enter unto the Property for the purpose of making such examinations, surveys and tests as **OPTIONEE** may deem advisable, including but not limited to engineering and environmental studies, surveying, land design, zoning and subdivision analysis, and test borings of the Property. In the event **OPTIONEE** does not exercise its option to purchase the Property, then **OPTIONEE**, at its option, shall either restore, to the greatest extent possible, the Property to its pre-existing condition or pay **OPTIONOR** fair market value for any damages resulting from the activities described in this paragraph.

It is understood by the parties hereto that this option is contingent upon **OPTIONEE** obtaining all requisite municipal approvals, if any, including at a minimum subdivision and/or zoning approvals and building permits, for its intended use. In this connection, **OPTIONOR** agrees to execute all documents that may be required to obtain all such approvals.

Prior to the expiration of the Option Period, **OPTIONEE** shall evidence its intent of either exercising its option to purchase the Property by sending written notice to **OPTIONOR** at the above address or of its intent to terminate the Agreement. Upon termination of this Agreement as set forth herein, all rights and obligations of the parties shall terminate, and neither party shall have any further rights or obligations under the Agreement

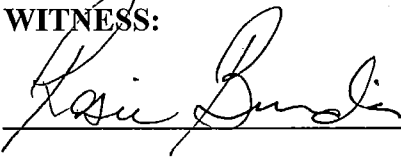
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Closing shall occur at a time and place mutually agreeable to both parties ninety (90) days from the date of OPTIONEE's notice to purchase the Property ("Closing"). It is further understood and agreed that **OPTIONEE** shall pay all transfer taxes at time of Closing. Real Estate Taxes shall be prorated to the date of Closing. The Property shall be conveyed via Special Warranty Deed (the "Deed").

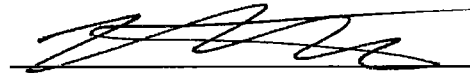
This Agreement shall extend to and bind the heirs, executors, administrators, successors, assigns and/or nominees of the respective parties hereof. This Agreement shall not be recorded in the County Records.

**IN WITNESS WHEREOF**, the said **OPTIONORS** and **OPTIONEE** have hereunto set their hands and seals the day and year first above written.

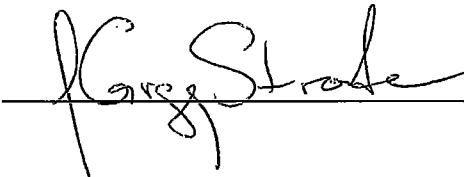
**WITNESS:**

  
\_\_\_\_\_


**THE COUNTY OF LEHIGH**

  
\_\_\_\_\_

**WITNESS:**

  
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**PPL ELECTRIC UTILITIES  
CORPORATION**

By:   
Colleen Kester  
Sr Mgr-Siting & Right of Way