

Paul E. Russell
Associate General Counsel

PPL
Two North Ninth Street
Allentown, PA 18101-1179
Tel. 610.774.4254 Fax 610.774.6726
perussell@pplweb.com



E-File

March 27, 2014

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor North
P.O. Box 3265
Harrisburg, Pennsylvania 17120-3265

**Re: PPL Electric Utilities Corporation
Agreement of Sale Sadsbury Township
Docket No. U-2013-2359113**

Dear Secretary Chiavetta:

Enclosed for filing on behalf of PPL Electric Utilities Corporation ("PPL Electric") is an Agreement of Sale and related Grant of Easement Agreements between PPL Electric and Sadsbury Township, located in Chester County, Pennsylvania. These agreements are being filed pursuant to 66 Pa. C.S.A. § 507.

A previous version of this Agreement of Sale was filed on April 17, 2013 and assigned the above referenced docket number. A Certificate of Filing was issued on May 28, 2013 from the Secretary's Bureau. However, the Agreement never went into effect and in the interim the parties negotiated and executed the enclosed Agreement of Sale and related Grant of Easement Agreements.

Pursuant to 52 Pa. Code § 1.11, the enclosed document is to be deemed filed on March 25, 2014, which is the date it was filed electronically using the Commission's E-filing system.

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

Very truly yours,

Paul E. Russell

Enclosures

AGREEMENT OF SALE

THIS AGREEMENT, made this 21st day of MARCH, 2014, between **PPL ELECTRIC UTILITIES CORPORATION**, a Pennsylvania corporation, of Allentown, Lehigh County, Pennsylvania, hereinafter called Seller, and **SADSBURY TOWNSHIP**, Lancaster County, Pennsylvania, hereinafter called Buyer.

WITNESSETH:

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

TRACT NO. 1

ALL THAT CERTAIN piece of land in the township of Sadsbury county of Lancaster, Commonwealth of Pennsylvania, known as Pennsylvania Water and Power Company parcel 45-L-60 and being a part of more particularly bounded and described as follows:

BEGINNING for the same at the new division line being at the center line of White Oak Road between land now or formerly of Leonard Miller and Elizabeth Miller, et al, and extending in an easterly direction to the division line between land now or formerly of Leonard Miller and Elizabeth Miller, et al, and land now or formerly of Clara Ray et al.

Being a strip of Land one hundred twenty-five feet (125') in width, located sixty-two and one-half feet (62 1/2') on each side of the centerline of the transmission line of the seller now erected upon the premises.

CONTAINING one and twenty- nine hundredths of an acre (1.29 acre) of land, more or less.

BEING a portion of the same premises that Leonard Miller and Elizabeth Miller, his wife, Jasper N. Miller and Sarah Miller, his wife, conveyed to Pennsylvania Water and Power Company, on December 29, 1937 and recorded in Lancaster County Deed Book H, Volume 33, Page 559 on December 30, 1937.

TRACT NO. 2

ALL THAT CERTAIN piece or parcel of land, situate in the Township of Sadsbury, County of Lancaster, Commonwealth of Pennsylvania, known as Pennsylvania Power and Water Company Parcel 45-L-61, more particularly bounded and described as follows:

BEGINNING for the same at the division line between land now or formerly of Clara Ray et al, and land now or formerly of Leonard Miller, et al, and extending thence in an easterly direction to the division line between land now or formerly of Clara Ray et al, and land now or formerly of Jesse R. Smucker.

Being a strip of land one hundred twenty-five feet (125') in width, located sixty-two and one-half feet (62½') on each side of the centerline of the transmission line of the seller now erected upon the premises.

CONTAINING six hundred eleven one-thousandths acre (0.611 acre) of land, more or less.

BEING the same premises that Clara Ray, widow; George T. Ray and Eva M. Ray, his wife; Victoria Welsh, widow; Earl H. Ray and Lillie Ray, his wife, and Bertha Witmer and Abram Witmer, her husband, conveyed to Pennsylvania Water and Power Company, on January 4, 1938 and recorded in Lancaster County Deed Book K, Volume 33, Page 508 on January 8, 1938 (the aforementioned properties are collectively referred to as the "Property")

Parcel is also described as follows:

ALL THAT CERTAIN lot or pieces of ground on the east side of White Oak Road, Sadsbury Township, Lancaster County, and Commonwealth of Pennsylvania; said lot being known as tract "A" on a Plan prepared by Margetto and Associates, Inc. Land Surveyors. Said Plan being known as Plan Number 82211, and as shown on a Center Line Subdivision And Lot-Add-On Plan Recorded on 05/29/2013 in Lancaster County Recorder of Deeds Office as Instrument Number 2013-0113-J.

BEGINNING at an existing spike found at the intersection of Noble Road and White Oak Road, said spike also being the southwesterly most corner of the lands of N/F D.L. Griffith as described in deed 5475192; thence, by the centerline of White Oak Road, N 01° 23' 44" E for a distance of 129.88 feet to an existing spike found, said spike also being the northwesterly most corner of N/F D. L. Griffith and being the TRUE POINT OF BEGINNING of the lands of the Pennsylvania Power and Light Company; thence, still by the centerline of White Oak Road N 01° 34' 49" E for the distance of 133.08 feet to a point said point being the southwesterly most corner of the lands of Sadsbury Township as described in deed 5402946; thence, by the dividing line between the lands of Sadsbury Township and the Pennsylvania Power and Light Company, N 71° 30' 49" E for a distance of 632.14 feet to an existing ½" rebar found at the base of an existing fence post, said rebar being the southeasterly most corner of the lands of Sadsbury Township; thence, crossing the lands of the Pennsylvania Power and Light Company, S 25° 11' 54" E for a distance of 125.86 feet to a steel pin, said steel pin being located on the southerly Right-Of-Way line of the Pennsylvania Power and Light

Company and also being the northeasterly most corner of the lands of N/F Helen E. Folks; thence by the before mentioned Right-Of-Way line and by the lands of N/F Helen E. Folks, N/F Roberta L. London, and N/F David L. Griffith, respectively, S 71° 30' 49" W for a distance of 692.52 feet to an existing spike being the point of beginning, having passed over two steel pins set 398.48 feet and 674.94 feet from the before mentioned steel pin.

The above described lot or tract contains 1.90 acres, more or less.

AND THE SAID Pennsylvania Water and Power Company merged with Pennsylvania Power & Light Company on June 1, 1955.

AND THE SAID Pennsylvania Power & Light Company filed Articles of Amendment on September 12, 1997, changing its name to PP&L, Inc.

AND THE SAID PP&L, Inc. filed Articles of Amendment on February 14, 2000, changing its name to PPL Electric Utilities Corporation.

WHEREAS, Seller desires to sell the Property to the 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 Eleven Thousand Four Hundred Dollars (\$11,400.00), which shall be paid to the Seller by the Buyer as follows: A deposit of \$570.00, receipt of which is hereby acknowledged. The balance of \$10,830.00 due at closing.

2. The Property is to be sold and transferred under and subject to a Grant of Public Utility Easement, the ("Easement") which shall be executed by the Buyer and granted unto the Seller and recorded with the Lancaster County Recorder of Deeds Office subsequent to the deed of transfer. The rights granted in the aforementioned Easement to Seller shall include but are not be limited to the following:

(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) Buyer understands and agrees that if it proposes any improvements, including but not limited to parking, roads, landscaping and detention basins and ponds, within the easement area, that Buyer shall be required to enter into an encroachment agreement in recordable form permitting Buyer to use such easement upon terms and conditions acceptable to PPL Electric Utilities and permitted under the Seller's, then current Encroachment Policy.

PPL Electric Utilities shall have the right to determine in its sole discretion whether, and to what extent, to allow additional encroachments within the easement area.

3. The Property is to be conveyed free and clear of all liens 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 sixty (60) days from the date of this Agreement.

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

6. Seller shall be responsible for all property taxes due up to the date of settlement and there shall be no proration or reimbursement of taxes by Buyer.

7. It is understood and agreed that all transfer taxes imposed by any governmental body shall be borne equally by Buyer and 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. Deed preparation and acknowledgment are to be paid by Seller.

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

15. In the Deed from Seller to Buyer, Buyer agrees to release, quitclaim, discharge, indemnify, defend and hold harmless Seller, its officers, directors, employees, agents, successors and assigns from and against any and all loss, liability, damages, demands, claims, suits, fines, penalties or causes of action whatsoever, including but not limited to environmental and third party claims, caused by, arising out of, resulting from, or in any way related to Buyer's presence or the negligence or misconduct of Buyer or its employees or agents within or adjoining Seller's right of way, including but not limited to Buyer resolving any environmental problems, without expense to Seller, to the satisfaction of all appropriate local, state and federal governmental entities.

16. This Agreement shall not be recorded in any office of public record and any attempt to do so shall constitute a breach of this Agreement.

17. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile copies of this Agreement may be executed by the parties and such facsimile copies shall have the same legal force and effect as executed original copies would have.

18. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, personal representatives, successors and assigns.

19. This Agreement constitutes the entire agreement between the parties hereto and shall supersede all prior negotiations, understandings and agreements of any nature whatsoever with respect to the subject matter hereof. No amendment, waiver or discharge of any provision of this Agreement shall be effective against either party unless that party shall have consented thereto in writing.

20. Seller and Buyer acknowledge and agree that times contained in this Agreement shall be of the essence.

21. In the event that any section or provision of this Agreement is determined to be unconstitutional, unenforceable or invalid, such section or provision shall be stricken from, and construed for all purposes not to constitute a part of, this Agreement, and the remaining portion of this Agreement shall continue in full force and effect and shall for all purposes, constitute this entire Agreement.

22. Both parties hereto acknowledge that they have had the benefit of independent counsel with regard to this Agreement, and that this Agreement has been prepared as a result of the joint efforts of both parties and their respective counsel. Accordingly, both parties agree that the provisions of this Agreement shall not be construed or interpreted for or against any party hereto based upon authorship or incidents of negotiation.

23. In the event litigation is required by either party to enforce the terms of this Agreement, the prevailing party of such action shall, in addition to all other relief granted or awarded by the court, be entitled to judgment for attorneys' fees incurred by reason of such action and all costs of suit and those incurred in preparation thereof at both the trial and appellate levels.

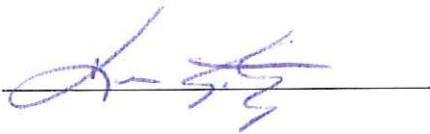
24. No provision of this Agreement shall be deemed to merge in any deed delivered pursuant to this Agreement, and all the provisions of this Agreement shall survive the delivery of any such deed.

25. Seller represents that it has no knowledge of any existing environmental conditions on the Property. Prior to settlement, Buyer shall have the opportunity to inspect the Property and conduct tests as Buyer deems necessary, at Buyer's sole cost, risk, and expense.

26. The Agreement of Sale, once executed, will be filed with the Pennsylvania Public Utility Commission ("PUC") so that Sadsbury Township can obtain from the PUC, a Certificate of Public Convenience, permitting the contemplated transaction.

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:



SADSBURY TOWNSHIP

By:



Prepared By: PPL Services Corporation
Kenneth A. Lytz (GENTW2)
Two North Ninth Street
Allentown, PA 18101
610-774-5133

Return to: Same as above

Parcel ID#: Portion of 550-24695-0-0000

GRANT OF EASEMENT AGREEMENT

THIS GRANT OF EASEMENT AGREEMENT ("Agreement"), made this 20th day of March, 2014, by and between **PPL ELECTRIC UTILITIES CORPORATION**, a Pennsylvania Corporation, having an address of 2 N. Ninth Street, Allentown, Pennsylvania 18101, hereinafter called "GRANTOR," and **ROBERTA L. LONDON**, having a mailing address of 681 Noble Road, Christiana, PA 17509, hereinafter called "GRANTEE," and **SADSBURY TOWNSHIP**, Lancaster County, Pennsylvania, hereinafter called "EQUITABLE OWNER".

WITNESSETH

WHEREAS, GRANTOR is the owner of a certain property located in Sadsbury Township, Lancaster County, Pennsylvania, which property is more fully described as the lot or pieces of ground on the east side of White Oak Road, Sadsbury Township, Lancaster County, and Commonwealth of Pennsylvania; said lot being known as tract "A" on a Plan prepared by Margetto and Associates, Inc. Land Surveyors. Said Plan being known as Plan Number 82211, and as shown on a Center Line Subdivision And Lot-Add-On Plan Recorded on 05/29/2013 in Lancaster County Recorder of Deeds Office as Instrument Number 2013-0113-J, hereinafter called "Property" and

WHEREAS, GRANTEE is desirous of obtaining a septic system easement area on the Property for purposes of maintaining its existing septic facilities (the "Facilities") at the sole cost and expense of GRANTEE and

WHEREAS, GRANTOR for and in consideration of the sum of One Dollar (\$1.00), and other mutual covenants, conditions and promises set forth herein, hereby grants unto GRANTEE, its successors and assigns, the easement area as depicted on Exhibit A, attached hereto and made a part hereof (the "Plans"), under and subject to the following terms and conditions:

1. GRANTEE shall be limited to the existing Facilities currently located on the Property which said Facilities are more fully described on the Plans approved by GRANTOR.

2. GRANTEE's Facilities shall at all times, be in compliance with any and all municipal, state and/or federal laws, statutes, rules, ordinances or regulations.

3. GRANTOR reserves unrestricted rights of ingress and egress for line maintenance, repair, reconstruction or other work, and access to GRANTOR's facilities shall at no time be impeded by GRANTEE.

4. GRANTEE agrees to remove, at its sole cost and expense, any and all Facilities if any of the Facilities violate any future laws, statutes, codes or regulation governing the operation of electric transmission or distribution facilities.

5. GRANTOR shall be relieved of all responsibility for any and all environmental matters or claims resulting from the Facilities or the repair and construction of the Facilities on the Property, and any such matters shall be resolved without expense to GRANTOR and with the approval of, and to the satisfaction of, all appropriate local, state and federal governmental agencies.

6. GRANTEE hereby releases, quitclaims, discharges, indemnifies, defends and holds harmless GRANTOR, its officers, directors, employees and agents, from and against any and all loss, liability, damages, demands, claims, suits, fines, penalties or causes of action whatsoever, caused by, resulting from, or in any way related to the Facilities or the presence of GRANTEE or its agents or employees on the Property, including but not limited to indemnification against third-party claims or claims by employees or agents of GRANTEE.

7. GRANTEE releases GRANTOR from any and all damages to the Facilities or losses sustained by GRANTEE caused by the use of GRANTOR's equipment, including but not limited to trucks or heavy equipment (up to 50 tons double-axle weight), which may be operated over and across the Property.

8. If GRANTEE or its employees or agents damage any GRANTOR facilities, including underground facilities, the damage shall be reported immediately to GRANTOR and GRANTEE shall be responsible to reimburse GRANTOR for all costs and expenses incurred by GRANTOR in repairing the damaged facilities.

9. GRANTEE agrees to restore the Property to its original condition and to be responsible for any ground settling which may result from GRANTEE's use of GRANTOR's Property, for a period of one (1) year from completion, and any maintenance which may be required thereafter.

10. Blasting under or near GRANTOR's facilities is prohibited.

11. Any cranes or other equipment which may be used in close proximity to GRANTOR's lines and facilities for installation or repair of the Facilities must be operated in a manner that will avoid contact with the electric lines and be in accordance with any and all applicable municipal, state or federal rules, statutes, ordinances or

regulations, including but not limited to the Federal Occupational Safety and Health Act and safety standards and regulations promulgated by the Department of Labor and Industry.

12. Relocation or temporary reinforcement of GRANTOR's facilities, if any, will be performed by GRANTOR at the sole expense of GRANTEE.

13. If required, a barrier approved by GRANTOR, shall be installed at GRANTEE's expense to protect GRANTOR's facilities.

14. Cathodic protection that may be required shall be installed and maintained by GRANTEE at no expense to GRANTOR. GRANTEE shall be responsible for any mitigation costs that may result from the use of the cathodic protection system to protect GRANTOR's facilities, which may include the removal of the cathodic protection system at GRANTOR's discretion. Remediation of stray voltage or currents due to the proximity to GRANTOR's facilities will be at the expense of the GRANTEE.

15. A 20' minimum horizontal separation shall be maintained from the centerline of any underground facility to the nearest parallel overhead line conductor to provide a safe working space during construction and maintenance of the underground facility.

16. This Agreement shall commence on the date first written above and continue thereafter. However, should GRANTEE violate any of the reservations, terms, or conditions set forth in this Agreement and fails to cure such breach within the time period set by GRANTOR in written notice to GRANTEE from GRANTOR, GRANTOR may terminate this Agreement.

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

18. This Agreement shall not be amended, altered, or modified except by an instrument in writing duly executed by both parties.

19. If any part or provision of this Agreement shall be determined to be invalid by a Court of competent jurisdiction, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Agreement.

20. This Agreement has been duly authorized by all required corporate or other necessary action of both parties and, upon execution hereof, shall constitute a valid and binding obligation of both parties, enforceable in accordance with its terms.

21. The terms and conditions of this agreement are governed by the Laws of the Commonwealth of Pennsylvania and the Court of Common Pleas of Lancaster

County shall be the original court of jurisdiction in any and all matters under this agreement.

22. If any part or provision of this Agreement shall be determined to be invalid by a Court of competent jurisdiction, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Agreement.

23. In the event litigation is required by either party to enforce the terms of this Agreement, the prevailing party of such action shall, in addition to all other relief granted or awarded by the court, be entitled to recover attorneys' fees incurred by reason of such action and all costs of suit and those incurred in preparation thereof at both the trial and appellate levels.

24. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, personal representatives, successors and assigns.

25. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and it supersedes any and all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein.


[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

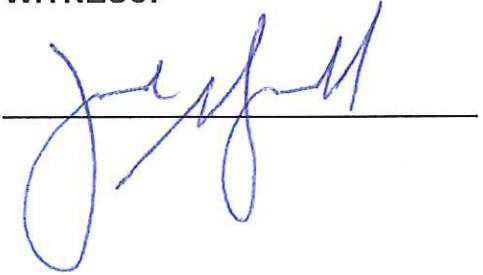
WITNESS:




PPL ELECTRIC UTILITIES CORPORATION

By: 
Marc A. Jackson
Manager- Real Estate Services of PPL Services Corporation and Authorized Agent for PPL Generation, LLC

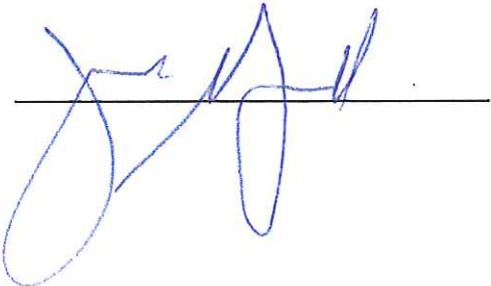
WITNESS:



By: 
Roberta L. London

As an authorized representative of THE TOWNSHIP OF SADS BURY and holding an equitable interest in the subject Property described herein, I consent to the terms and conditions set forth in this Grant of Access Easement.

WITNESS:



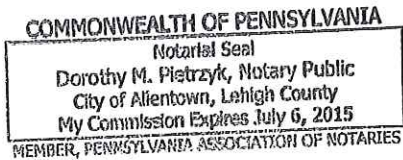
THE TOWNSHIP OF SADS BURY

By: 

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LEHIGH)

On this the 20th day of March, 2014 before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Marc A. Jackson, who acknowledged himself to be the Manager-Real Estate Services of PPL Services Corporation, a corporation, and that he as such Manager-Real Estate Services, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Marc A. Jackson.

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



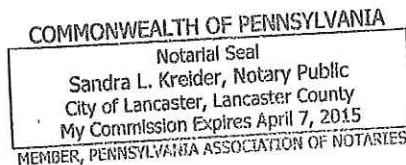
Dorothy M. Pietrzyk
Notary Public

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LANCASTER)

ON THIS, the 24th day of March, 2014, before me, a notary public, the undersigned officer, personally appeared FRANK P. MINCARELLI, Esquire, Attorney I.D. No. 19506, known to me (or satisfactorily proven) to be a member of the bar of the highest court of said state and a subscribing witness to the within instrument, and certified that he was personally present when ROBERTA L. LONDON, whose name is subscribed to the within instrument, executed the same, and that said person acknowledged that she executed the same for the purpose therein contained.

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


Sandra L. Kreider
Notary Public



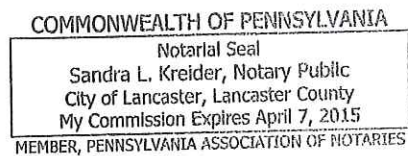
COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF LANCASTER :

ON THIS, the 24th day of March, 2014, before me, a notary public, the undersigned officer, personally appeared FRANK P. MINCARELLI, ESQUIRE, Attorney I.D. No. 19506, known to me (or satisfactorily proven) to be a member of the bar of the highest court of said state and a subscribing witness to the within instrument, and certified that he was personally present when Linda M. Swift, who acknowledged herself to be the Asst. Secretary / Treasurer of SADS BURY TOWNSHIP, and that they as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said Township by herself as such officer, and that said person acknowledged that she executed the same for the purposes therein contained.

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



Notary Public



Prepared By: PPL Services Corporation
Kenneth A. Lytz (GENTW2)
Two North Ninth Street
Allentown, PA 18101
610-774-5133

Return to: Same as above

Parcel ID#: Portion of 550-24695-0-0000

GRANT OF EASEMENT AGREEMENT

20th day of March, 2014, by and between **PPL ELECTRIC UTILITIES CORPORATION**, a Pennsylvania Corporation, having an address of 2 N. Ninth Street, Allentown, Pennsylvania 18101, hereinafter called "GRANTOR," and **ROBERTA L. LONDON, EXECUTRIX OF THE ESTATE OF HELEN E. FOLKS**, having a mailing address of 681 Noble Road, Christiana, PA 17509, hereinafter called "GRANTEE," and **SADSBURY TOWNSHIP**, Lancaster County, Pennsylvania, hereinafter called "EQUITABLE OWNER".

WITNESSETH

WHEREAS, GRANTOR is the owner of a certain property located in Sadsbury Township, Lancaster County, Pennsylvania, which property is more fully described as the lot or pieces of ground on the east side of White Oak Road, Sadsbury Township, Lancaster County, and Commonwealth of Pennsylvania; said lot being known as tract "A" on a Plan prepared by Margetto and Associates, Inc. Land Surveyors. Said Plan being known as Plan Number 82211, and as shown on a Center Line Subdivision And Lot-Add-On Plan Recorded on 05/29/2013 in Lancaster County Recorder of Deeds Office as Instrument Number 2013-0113-J, hereinafter called "Property" and

WHEREAS, GRANTEE is desirous of obtaining a septic system easement area on the Property for purposes of maintaining its existing septic facilities (the "Facilities") at the sole cost and expense of GRANTEE and

WHEREAS, GRANTOR for and in consideration of the sum of One Dollar (\$1.00), and other mutual covenants, conditions and promises set forth herein, hereby grants unto GRANTEE, its successors and assigns, the easement area as depicted on Exhibit A, attached hereto and made a part hereof (the "Plans"), under and subject to the following terms and conditions:

1. GRANTEE shall be limited to the existing Facilities currently located on the Property which said Facilities are more fully described on the Plans approved by GRANTOR.

2. GRANTEE's Facilities shall at all times, be in compliance with any and all municipal, state and/or federal laws, statutes, rules, ordinances or regulations.

3. GRANTOR reserves unrestricted rights of ingress and egress for line maintenance, repair, reconstruction or other work, and access to GRANTOR's facilities shall at no time be impeded by GRANTEE.

4. GRANTEE agrees to remove, at its sole cost and expense, any and all Facilities if any of the Facilities violate any future laws, statutes, codes or regulation governing the operation of electric transmission or distribution facilities.

5. GRANTOR shall be relieved of all responsibility for any and all environmental matters or claims resulting from the Facilities or the repair and construction of the Facilities on the Property, and any such matters shall be resolved without expense to GRANTOR and with the approval of, and to the satisfaction of, all appropriate local, state and federal governmental agencies.

6. GRANTEE hereby releases, quitclaims, discharges, indemnifies, defends and holds harmless GRANTOR, its officers, directors, employees and agents, from and against any and all loss, liability, damages, demands, claims, suits, fines, penalties or causes of action whatsoever, caused by, resulting from, or in any way related to the Facilities or the presence of GRANTEE or its agents or employees on the Property, including but not limited to indemnification against third-party claims or claims by employees or agents of GRANTEE.

7. GRANTEE releases GRANTOR from any and all damages to the Facilities or losses sustained by GRANTEE caused by the use of GRANTOR's equipment, including but not limited to trucks or heavy equipment (up to 50 tons double-axle weight), which may be operated over and across the Property.

8. If GRANTEE or its employees or agents damage any GRANTOR facilities, including underground facilities, the damage shall be reported immediately to GRANTOR and GRANTEE shall be responsible to reimburse GRANTOR for all costs and expenses incurred by GRANTOR in repairing the damaged facilities.

9. GRANTEE agrees to restore the Property to its original condition and to be responsible for any ground settling which may result from GRANTEE's use of GRANTOR's Property, for a period of one (1) year from completion, and any maintenance which may be required thereafter.

10. Blasting under or near GRANTOR's facilities is prohibited.

11. Any cranes or other equipment which may be used in close proximity to GRANTOR's lines and facilities for installation or repair of the Facilities must be operated in a manner that will avoid contact with the electric lines and be in accordance

with any and all applicable municipal, state or federal rules, statutes, ordinances or regulations, including but not limited to the Federal Occupational Safety and Health Act and safety standards and regulations promulgated by the Department of Labor and Industry.

12. Relocation or temporary reinforcement of GRANTOR's facilities, if any, will be performed by GRANTOR at the sole expense of GRANTEE.

13. If required, a barrier approved by GRANTOR, shall be installed at GRANTEE's expense to protect GRANTOR's facilities.

14. Cathodic protection that may be required shall be installed and maintained by GRANTEE at no expense to GRANTOR. GRANTEE shall be responsible for any mitigation costs that may result from the use of the cathodic protection system to protect GRANTOR's facilities, which may include the removal of the cathodic protection system at GRANTOR's discretion. Remediation of stray voltage or currents due to the proximity to GRANTOR's facilities will be at the expense of the GRANTEE.

15. A 20' minimum horizontal separation shall be maintained from the centerline of any underground facility to the nearest parallel overhead line conductor to provide a safe working space during construction and maintenance of the underground facility.

16. This Agreement shall commence on the date first written above and continue thereafter. However, should GRANTEE violate any of the reservations, terms, or conditions set forth in this Agreement and fails to cure such breach within the time period set by GRANTOR in written notice to GRANTEE from GRANTOR, GRANTOR may terminate this Agreement.

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

18. This Agreement shall not be amended, altered, or modified except by an instrument in writing duly executed by both parties.

19. If any part or provision of this Agreement shall be determined to be invalid by a Court of competent jurisdiction, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Agreement.

20. This Agreement has been duly authorized by all required corporate or other necessary action of both parties and, upon execution hereof, shall constitute a valid and binding obligation of both parties, enforceable in accordance with its terms.

21. The terms and conditions of this agreement are governed by the Laws of the Commonwealth of Pennsylvania and the Court of Common Pleas of Lancaster

County shall be the original court of jurisdiction in any and all matters under this agreement.

22. If any part or provision of this Agreement shall be determined to be invalid by a Court of competent jurisdiction, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Agreement.

23. In the event litigation is required by either party to enforce the terms of this Agreement, the prevailing party of such action shall, in addition to all other relief granted or awarded by the court, be entitled to recover attorneys' fees incurred by reason of such action and all costs of suit and those incurred in preparation thereof at both the trial and appellate levels.

24. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, personal representatives, successors and assigns.

25. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and it supersedes any and all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

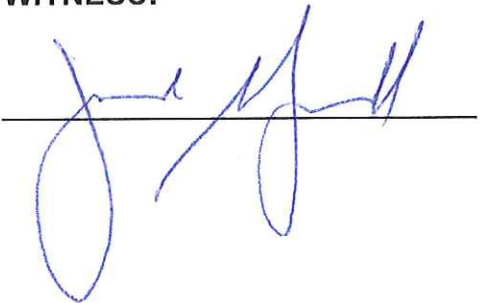
WITNESS:


PPL ELECTRIC UTILITIES CORPORATION



By: 
Marc A. Jackson
Manager- Real Estate Services of PPL Services Corporation and Authorized Agent for PPL Generation, LLC

WITNESS:

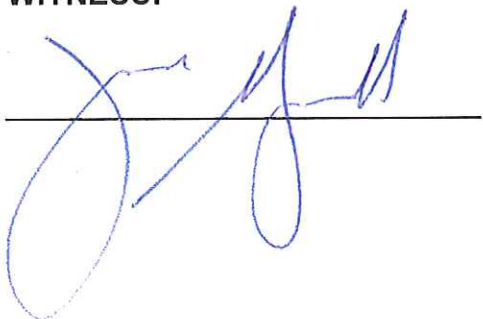


By: 
Roberta L. London, Executrix of the Estate of Helen E. Folks

As an authorized representative of THE TOWNSHIP OF SADS BURY and holding an equitable interest in the subject Property described herein, I consent to the terms and conditions set forth in this Grant of Access Easement.

WITNESS:

THE TOWNSHIP OF SADS BURY

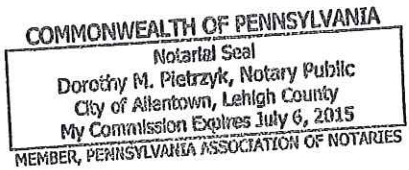


By: 

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LEHIGH)

On this the 20th day of March, 2014 before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Marc A. Jackson, who acknowledged himself to be the Manager-Real Estate Services of PPL Services Corporation, a corporation, and that he as such Manager-Real Estate Services, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Marc A. Jackson.

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



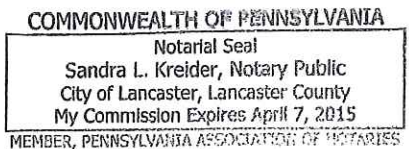
Dorothy M. Pietrzyk
Notary Public

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LANCASTER)

ON THIS, the 24th day of March, 2014, before me, a notary public, the undersigned officer, personally appeared FRANK P. MINCARELLI, Esquire, Attorney I.D. No. 19506, known to me (or satisfactorily proven) to be a member of the bar of the highest court of said state and a subscribing witness to the within instrument, and certified that he was personally present when ROBERTA L. LONDON, of the County of Lancaster, Executrix of the Estate of Helen E. Folks, the person described in the foregoing instrument, executed the same and acknowledged that she executed the same in the capacity therein stated as Executrix of the Estate of Helen E. Folks and for the purpose therein contained.

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

Sandra L. Kreider
Notary Public



The existing driveway and parking lot locations on Lot 1 encroached both the required right-of-way and safe stopping distances as required and established by the Pennsylvania DOT.

Minimum Safe Stopping Distance

Required 280' Required 334'
Actual 334' Actual 508'

NF STEPHEN M. & SHARIE RATH BOOK
PARCELS & 65002000000
DEED 082814
12.1 ACRES +/-

NF ROBERT L. & PAULINE STOLTZERS
PARCELS & 65002000000
DEED 082814
2.8 ACRES +/-

NF STEPHEN M. & SHARIE RATH
PARCELS & 65002000000
DEED 082814
12.3 ACRES +/-

SUBDIVISION TOWNSHIP
DEED 082814
3.84 ACRES BEFORE LOT-ADJACENT
5.74 ACRES AFTER LOT-ADJACENT

NF JONAS V. & DIANA E. FISHER
PARCELS & 65002000000
DEED 082814
1.79 ACRES +/-

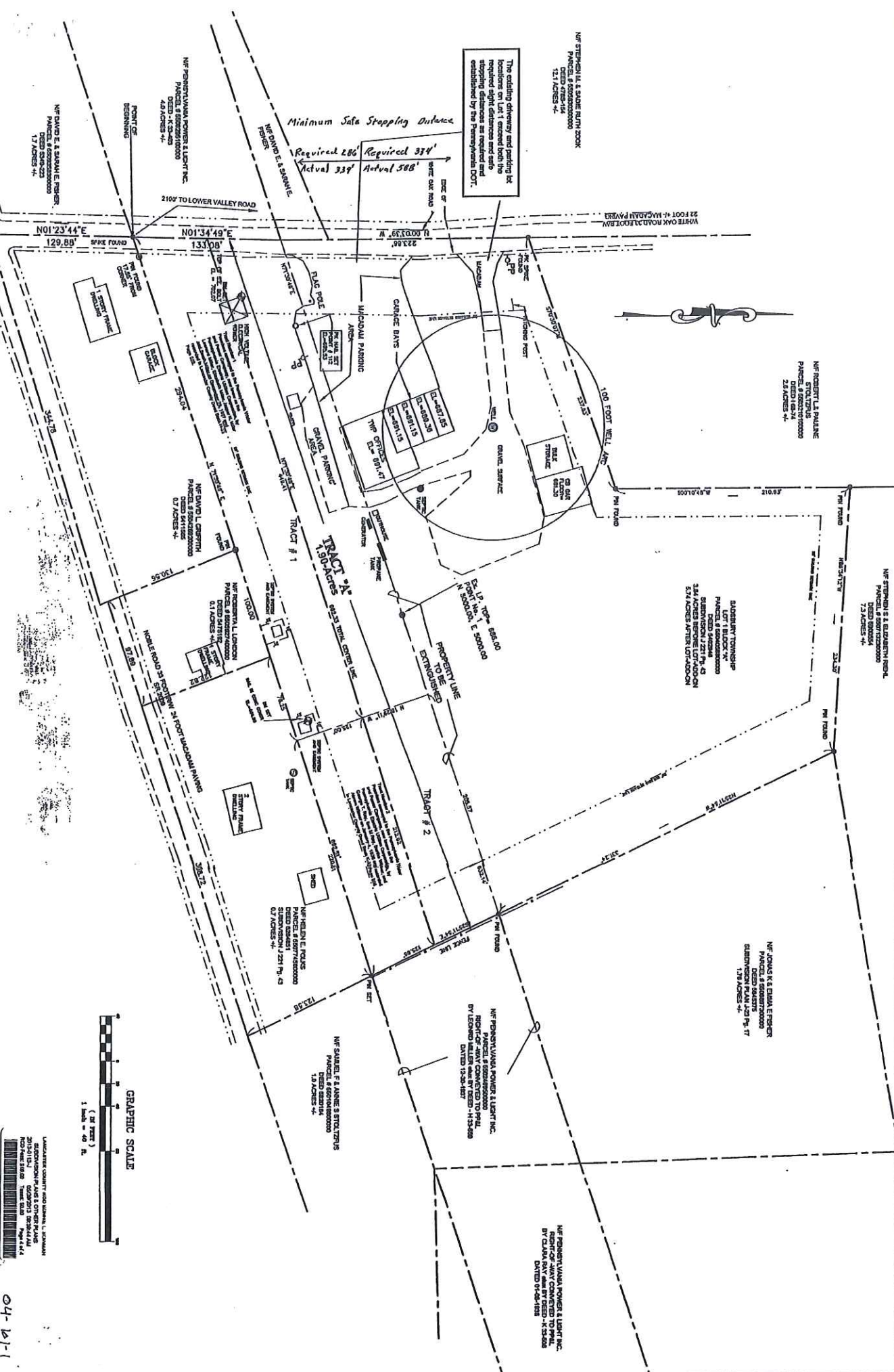
NF PENNYLWANA POWER & LIGHT INC.
RIGHT-OF-WAY & 65002000000
BY LEONARD MILLER, SALE BY DEED - H-3-3-89
DATED 12-30-1987

NF PENNYLWANA POWER & LIGHT INC.
BY CLARA BAY, SALE BY DEED - H-3-3-89
DATED 01-04-1988

NF SABELL F. & ANNE S. STOLTZERS
PARCELS & 65002000000
DEED 082814
12.9 ACRES +/-

NF PENNYLWANA POWER & LIGHT INC.
PARCELS & 65002000000
DEED - K-3-2-4-93
4.9 ACRES +/-

NF DAVID E. & SARAH E. FISHER
PARCELS & 65002000000
DEED 082814
1.9 ACRES +/-



LANCASTER COUNTY AND TOWNSHIP, PENNSYLVANIA
SUBDIVISION PLANS & OTHER MAPS
2013-0113-J
08/20/13 09:39:44 AM
13/08/13 09:39:44 AM

04-12-1



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

Prepared by and return to:
PPL Electric Utilities Corporation

Attn: Kenneth A. Lytz
Phone: 610-774-5133
Address: Two North Ninth Street
Allentown, PA 18101

Parcel ID#: 550-24695-0-0000

Grant of Public Utility Easement

KNOW ALL MEN BY THESE PRESENTS, That Sadsbury Township, as a Municipal Corporation,
having a principal mailing address of 7182 White Oak Rd. Christiana Pennsylvania 17509,

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 125 feet 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 Sadsbury, County of Lancaster, Commonwealth of Pennsylvania (as further described in certain deed dated _____ and recorded in the Office for Recording of Deeds in and for Lancaster County in Instrument Number _____ (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 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.

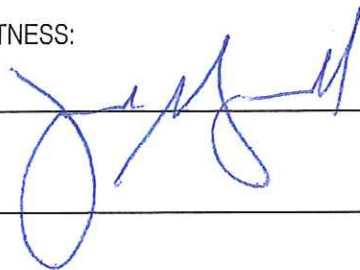
And further, in consideration of said payments, GRANTOR does hereby understand, covenant and agree to and with PPL, its successors, assigns and lessees, that no buildings, swimming pools or any other improvements or structures whatsoever shall be built, constructed or placed on, under or within said 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.

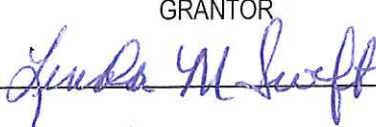
This Grant of Public Utility Easement shall be binding on GRANTOR and PPL and his/her/their/its heirs, executors, administrators, successors and/or assigns. A copy of this agreement and an acceptance hereof by PPL shall be filed by PPL with the Pennsylvania Public Utility Commission, and this agreement shall thereafter 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 24th day of March, 20 14.

WITNESS:



GRANTOR

By: 

Name: Linda M. Swift

Title: Sec/Treas/Supervisor

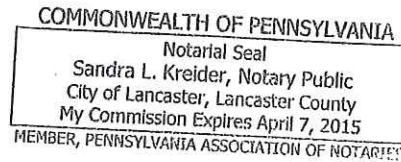
COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF LANCASTER :

ON THIS, the 24th day of March, 2014, before me, a notary public, the undersigned officer, personally appeared FRANK P. MINCARELLI, ESQUIRE, Attorney I.D. No. 19506, known to me (or satisfactorily proven) to be a member of the bar of the highest court of said state and a subscribing witness to the within instrument, and certified that he was personally present when Linda M. Swift, who acknowledged herself to be the Asst. Secretary / Treasurer of SADS BURY TOWNSHIP, and that they as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said Township by herself as such officer, and that said person acknowledged that she executed the same for the purposes therein contained.

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



Notary Public



Prepared by: PPL Electric Utilities

Return to: PPL Electric Utilities
2 N. 9th Street
Allentown, PA 18101
Attn: Rebecca Margolis

PARCEL ID #: Portion of 550-24695-0-0000

AGREEMENT

THIS AGREEMENT is made this 21 day of March, 2014, (the "Effective Date") between PPL ELECTRIC UTILITIES CORPORATION, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having an address of 2 N. 9th Street, Allentown, Pennsylvania 18101, hereinafter called "PPL," and SADBURY TOWNSHIP, having an address of 7182 White Oak Road, Christiana, PA, hereinafter called "Requester."

WITNESSETH

WHEREAS, Requester is the owner of certain property located in the Township of Sadsbury, Lancaster County, Pennsylvania, identified as a portion of Tax Parcel Number 5502469500000, said property being more fully described in a deed dated _____, and recorded on _____ in the Recorder of Deeds Office in and for Lancaster County at Instrument Number _____ (the "Property"); and

WHEREAS, PPL has an existing electric transmission line right of way (the "PPL ROW") across and over Requester's property pursuant to a Grant of Right of Way recorded on _____ in the Recorder of Deeds Office in and for Lancaster County at Instrument Number _____; and

WHEREAS, Requester is desirous of obtaining from PPL an agreement for the use of a portion of the PPL ROW, which proposed use is more fully identified on the Plan for the lot or piece of ground on the east side of White Oak Road, Sadsbury Township, Lancaster County, and Commonwealth of Pennsylvania; said lot being known as tract "A" on a Plan prepared by Margetto and Associates, Inc. Land Surveyors. Said Plan being known as Plan Number 82211, and as shown on a Center Line Subdivision And Lot-Add-On Plan Recorded on 05/29/2013 in Lancaster County Recorder of Deeds Office as Instrument Number 2013-0113-J, which plans are attached hereto and made a part hereof (the "Plan").

NOW, THEREFORE, Both Parties Intending To Be Legally Bound, and PPL insofar as it has the right to do so, hereby grants Requester, their successors and assigns the right of privilege of using a portion of the above-mentioned right of way, as shown on drawing attached hereto and made a part hereof, for the purpose of a driveway and parking purposes, hereinafter call "Parking", located in Sadsbury Township, Lancaster County, Pennsylvania.

UNDER AND SUBJECT, NEVERTHELESS, to the following reservations, restrictions and conditions:

1. The installation and use of the said Parking shall be subject to approval of all property owners and in compliance with the requirements of any municipal, state or other governmental agencies.
2. No additional changes to existing and/or proposed grades shall be allowed without PPL's prior approval based on detailed drawings.
3. No buildings, or other structures, temporary or permanent, may be erected within the right of way without prior approval of PPL
4. Storage of material or regular parking of vehicles which contain highly flammable or explosive cargoes is prohibited. Storage of flammable fuels or fueling of vehicles is also prohibited.
5. PPL reserves unrestricted rights of ingress and egress for line maintenance, or other work. Access to PPL's facilities shall at no time be impeded.
6. PPL, its successors, assigns, or lessees, retains the right to construct, operate, maintain, and from time to time to construct or reconstruct any of its existing or future facilities within its right of way, including the install of any poles, towers, wires, including communication and fiber optic, counterpoise, guys, fixtures, or apparatus necessary to maintain PPL facilities, without any obligation to restore the surface or relocate any barriers.
7. Requester, their successors or assigns, shall limit the installation and use of Parking to the dimensions as indicated on the plan(s) hereby attached and made a part of the agreement hereto. Requester shall submit revised plans to PPL for proper review prior to installation of any other Parking.
8. PPL shall be relieved of all responsibility for any and all environmental matters or claims resulting from the Parking or the repair and construction of the Parking on the PPL ROW, and any such matters shall be resolved without expense to PPL and with the approval of, and to the satisfaction of, all appropriate local, state and federal governmental agencies.
9. Requester hereby releases, quitclaims, discharges, indemnifies, defends and holds harmless PPL, its officers, directors, employees, agents, successors and assigns from and against any and all loss, liability, damages, demands, claims, suits, fines, penalties or causes of action whatsoever, caused by, resulting from, or in any way related to the Requestor's presence within PPL's right of way, including resolving any environmental problems without expense to PPL, to the satisfaction of all appropriate local, state and federal governmental entities.

10. Requester agrees to indemnify, defend and save harmless PPL from any and all damages or losses sustained by Requester through the use of PPL equipment, including trucks, etc., which may be operated over said premises or resulting from any lawful use of its premises by PPL and Requester agrees to be liable for any and all damages sustained by PPL as the result of the installation, operation, and maintenance of Parking, so long as PPL has not acted in a negligent manner.

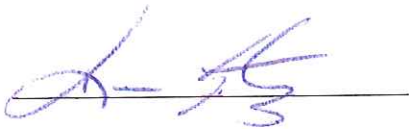
11. The agreement shall commence as indicated on the aforesaid date and continue thereafter. However, should Requester violate any of the reservations, terms, or conditions set forth in this agreement and fails to cure such breach within thirty (30) days of receipt of written notice from Grantor, PPL may forthwith declare this agreement terminated.

12. The agreement shall extend to and be binding upon the respective successors and assigns of each of the parties hereto.

13. Review of plans associated with this agreement indicates that certain proposed construction within this complex are in close proximity to the boundaries of the right of way involved, which could impact on property owners' plans for future use of their land. Requester, its successors and assigns therefore shall notify or arrange for notification of any prospective buyer, realtor, developer, contractor or other party interested in any right of way, and of the restrictions and conditions set forth in this agreement regarding said property.

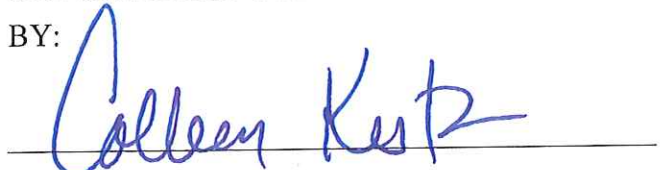
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first written above.

WITNESS:



PPL ELECTRIC UTILITIES CORPORATION

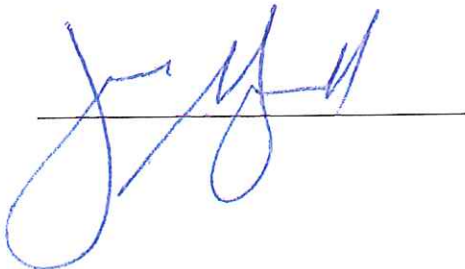
BY:



Colleen Kester

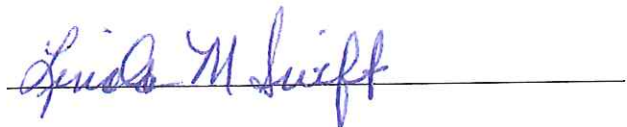
Senior Manager, Siting and Right of Way

WITNESS:



SADSBURY TOWNSHIP

BY:



COMMONWEALTH OF PENNSYLVANIA)
) SS :
COUNTY OF Lehigh)

On this 21st day of March, 2014 before me, the undersigned officer personally appeared COLLEEN KESTER who acknowledged herself to be the Senior Manager, Siting & Right of Way, of PPL Electric Utilities Corporation a corporation, and that she as such Senior Manager, Siting & Right of Way being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as Senior Manager, Siting & Right of Way.

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

Therese M. Schaller
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Therese M. Schaller, Notary Public
City of Allentown, Lehigh County
My Commission Expires Nov. 8, 2015
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

