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Jessica R. Rogers

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File #: 140074

June 11, 2014

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: Marc Chervenitski, Sr. v. PPL Electric Utilities Corporation
Docket No. C-2014-2423862

Dear Secretary Chiavetta:

Enclosed for filing is the Preliminary Objection of PPL Electric Utilities Corporation ("PPL Electric") in the above-referenced proceeding.

PPL Electric respectfully requests expedited review of the Preliminary Objection.

Copies will be provided as indicated on the Certificate of Service.

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'JR', is written over the typed name 'Jessica R. Rogers'.

Jessica R. Rogers

JRR/jl
Enclosures

cc: Certificate of Service

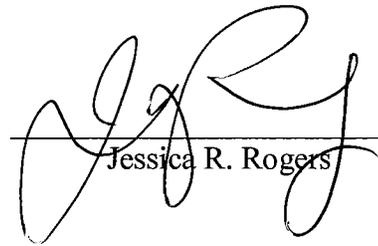
CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been served upon the following persons, in the manner indicated, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant).

VIA OVERNIGHT DELIVERY

Marc Chervenitski, Sr.
347 Johns Road
Harding, PA 18643

Date: June 11, 2014



Jessica R. Rogers

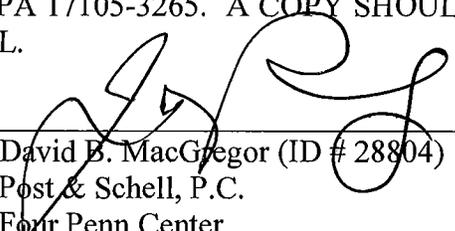
**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Marc Chervenitski, Sr.,	:	
	:	
Complainant,	:	
	:	
v.	:	Docket No C-2014-2423862
	:	
PPL Electric Utilities Corporation,	:	
	:	
Respondent.	:	

NOTICE TO PLEAD

YOU ARE HEREBY ADVISED THAT, PURSUANT TO 52 PA. CODE § 5.61 and 52 PA. CODE § 5.101, YOU MAY ANSWER THE ENCLOSED PRELIMINARY OBJECTION WITHIN TEN (10) DAYS AFTER THE DATE OF SERVICE. YOUR ANSWER SHOULD BE FILED WITH THE SECRETARY OF THE PENNSYLVANIA PUBLIC UTILITY COMMISSION, P.O. BOX 3265, HARRISBURG, PA 17105-3265. A COPY SHOULD ALSO BE SERVED ON THE UNDERSIGNED COUNSEL.

Paul E. Russell (ID # 21643)
Associate General Counsel
PPL Services Corporation
Two North Ninth Street
Allentown, PA 18106
Phone: 610-774-4254
Fax: 215-587-1444
E-mail: perussell@pplweb.com



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Of Counsel:

Post & Schell, P.C.

Date: June 11, 2014

Christopher T. Wright (ID # 203412)
Jessica R. Rogers (ID # 309842)
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E-mail: jrogers@postschell.com

Attorneys for PPL Electric Utilities Corporation

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Marc Chervenitski, Sr.,	:	
	:	
Complainant,	:	
	:	
v.	:	Docket No C-2014-2423862
	:	
PPL Electric Utilities Corporation,	:	
	:	
Respondent.	:	

PRELIMINARY OBJECTION OF PPL ELECTRIC UTILITIES CORPORATION

TO THE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

PPL Electric Utilities Corporation (“PPL Electric” or the “Company”) hereby files this Preliminary Objection, pursuant to the Regulations of the Pennsylvania Public Utility Commission (“Commission”) at 52 Pa. Code § 5.101, and respectfully requests that the Commission dismiss, in its entirety, the above-captioned Complaint. PPL Electric requests expedited review of these preliminary objections. The Complaint impacts the construction schedule for a 230 kV transmission project, which was approved by the Commission on November 14, 2013 and which has a scheduled in-service date of November 2014. Construction is scheduled to begin on this project in July 2014 in order to meet the in-service date.

In support thereof, PPL Electric states as follows:

I. INTRODUCTION AND BACKGROUND

1. PPL Electric furnishes electric service to approximately 1.4 million customers throughout its certificated service territory, which includes all or portions of twenty-nine counties and encompasses approximately 10,000 square miles in eastern and central

Pennsylvania. PPL Electric is a “public utility” and an “electric distribution company” as defined in Sections 102 and 2803 of the Pennsylvania Public Utility Code, 66 Pa.C.S. §§ 102, 2803.

2. PPL Electric owns approximately 5,000 miles of transmission lines operating at 69 kV (kilovolts) or higher, approximately 375 substations with a capacity of 10 MVA (megavolt amperes) or more, and approximately 43,000 miles of distribution lines operating at less than 69 kV.

3. Pursuant to Chapters 15 and 28 of the Public Utility Code, PPL Electric has a statutory obligation to provide safe, efficient, and reasonable service and facilities and to make all repairs or improvements in or to such service or facilities as are reasonably necessary for the accommodation, convenience, and safety of its customers.

4. Complainant Marc Chervenitski, Sr. (“Complainant”) is a customer residing at the property located at 347 Johns Road, Harding, Pennsylvania 18643.

5. PPL Electric holds and maintains a right-of-way, pursuant to a valid and irrevocable right-of-way and easement, upon a portion of Complainant’s property. In addition, the Company holds an access agreement associated with Complainant’s property. The right-of-way on Complainant’s property contains a 230 kV transmission line that is maintained and operated by PPL Electric.

6. On August 26, 2013, PPL Electric filed its “*Letter of Notification of PPL Electric Utilities Corporation, Filed Pursuant to 52 Pa. Code Chapter 57 Subchapter G, With Respect to the Addition of a Second 230 kV Circuit to the Jenkins-Stanton Line in Plains, Jenkins and Exeter Townships, and in Wyoming and Exeter Boroughs, Luzerne County, Pennsylvania*” (“LON”), which was docketed at A-2013-2380667. In its LON, PPL Electric requested Commission approval to add a second circuit to the transmission line in the right-of-way on

Complainant's property and to replace the current overhead ground wire with an optical ground wire with fiber optic communication capability.

7. Complainant was served a copy of the filing. Complainant did not intervene in the proceeding.

8. The Commission approved PPL Electric's LON on November 14, 2013. No party filed an appeal of the Commission's order.

9. On May 7, 2014, Complainant filed the above-captioned Complaint with the Commission. The Complaint was served on PPL Electric by the Commission on May 29, 2014.

10. The Complaint alleges claims associated with the valid and irrevocable right-of-way and easement by and between PPL Electric and Complainant's predecessors in interest. The Complainant avers that PPL Electric has attempted to exercise the rights associated with its easement in a manner that is inconsistent with the easement agreement, including trespass. The Complainant also opposes certain portions of the approved LON, namely the use of an optical ground wire with fiber optic communication capability for operational and safety purposes.

11. The Complaint requests that the Commission order the Company to amend the existing valid and irrevocable right-of-way and easement, and provide monetary compensation for new property rights.

12. On June 11, 2014, PPL Electric filed an Answer and New Matter to the Complaint, admitting in part and denying in part the factual basis of the Complainant's allegations. PPL Electric incorporates the contents of its Answer and New Matter herein.

13. In addition, PPL Electric is preparing to file an injunction in the Court of Common Pleas with regard to access to the Complainant's property pursuant to the right-of-way and easement.

14. For the reasons set forth below, the Commission is without subject matter jurisdiction over the property claims set forth in the Complaint. Therefore, PPL Electric requests that the Complaint be dismissed.

II. STANDARD OF REVIEW

15. Pursuant to the Commission's regulations, preliminary objections in response to a Complaint may be filed on several grounds, including:

- (1) Lack of Commission jurisdiction or improper service of the pleading initiating the proceeding.
- (2) Failure of a pleading to conform to this chapter or the inclusion of scandalous or impertinent matter.
- (3) Insufficient specificity of a pleading.
- (4) Legal insufficiency of a pleading.
- (5) Lack of capacity to sue, nonjoinder of a necessary party or misjoinder of a cause of action.

52 Pa. Code § 5.101(a).

16. PPL Electric's preliminary objection is filed pursuant to 52 Pa. Code § 5.101(a)(1), because the Complainant has alleged issues that are outside the scope of the Commission's jurisdiction. Complainant's stated claims concern property rights that arise from the interpretation of a right-of-way and easement with PPL Electric, as well as an access agreement, which are within the exclusive jurisdiction of the Courts of Common Pleas. Thus, the Complaint should be dismissed.

17. In ruling on preliminary objections, all well-pled allegations of material facts as well as all inferences reasonably deducible therefrom must be accepted. *Stilp v. Commonwealth*, 910 A.2d 775, 781 (Pa. Cmwlth. 2006) ("*Stilp*") (citing *Dep't of Gen. Serv. v. Bd. of Claims*, 881

A.2d 14 (Pa. Cmwlth. 2005)); accord *Complaint of Nat'l Fuel Gas Distrib. Corp. and Petition for an Order to Show Cause Why New Mountain Vantage GP, LLC And Others Acting in Concert with It Should Not Be Required to Apply for a Certificate of Public Convenience Approving the Acquisition of Control of Nat'l Fuel Gas Dist. Corp.*, Docket No. P-00072343 (Dec. 26, 2007). Conclusions of law, unwarranted factual inferences, argumentative allegations and expressions of opinion, however, need not be accepted as true. *Stanton-Negley Drug Co. v. Dep't of Pub. Welfare*, 927 A.2d 671, 673 (Pa. Cmwlth. 2007). Preliminary objections should be sustained unless it appears with certainty that the law would permit the relief requested under the facts asserted. *Stilp*, at 781.

III. ARGUMENT

18. PPL Electric incorporates by reference Paragraphs 1 through 17 as if fully set forth herein.

19. The specific allegations in the Complaint do not relate to questions of the safety of the facilities used by PPL Electric to provide electric service or a dispute over the provision of utility service; disputes which would be within the jurisdiction of the Commission. Instead, the specific allegations are focused exclusively on averments that the Complainants' property rights have been violated as a result of PPL Electric's actions.

20. The Commission only has those duties, powers, and responsibilities as expressly, or by necessary implication, given to it by the General Assembly. *Jennifer Tomb v. Pa. Elec. Co.*, Docket No. C-2008-2036378, 2008 Pa. PUC LEXIS 994, at *4 (Dec. 8, 2008) (citing *Rogoff v. The Buncher Co.*, 395 Pa. 477, 151 A.2d 83 (1959)). The Commission must act within, and cannot exceed, its jurisdiction. The mere fact that a party to an action is a regulated utility does

not automatically confer subject matter jurisdiction upon the Commission. *DeFrancesco v. W. Pa. Water Co.*, 499 Pa. 374, 453 A.2d 595 (1982).

21. The Commission has determined that it is not the proper forum for resolving property rights controversies. *Boczar v. PPL Elec. Utils. Corp.*, Docket No. C-20016332 (Order entered February 10, 2003); *Henry and Julie Dengler v. Metro. Edison Co.*, Docket No. C-2009-2112197, 2009 Pa. PUC LEXIS 167 (Oct. 16, 2009); *Guy and Virginia Mauro v. Pa. Elec. Co.*, Docket No. C-2009-2114087 (July 15, 2010). Rather, such controversies are a matter for a court of general jurisdiction. *Anne E. Perrige v. Metro. Edison Co.*, Docket No. C-00004110 (July 3, 2003); *Fiorillo v. PECO Energy Co.*, Docket No. C-00971088 (Sept. 15, 1999). In *Boczar*, the Complainant alleged that the utility was not authorized to place electric facilities on his property. The Commission noted that the utility produced right-of-way agreements for the facilities in question and concluded that it was without jurisdiction to determine property rights concerning the agreements.

22. The allegations contained in the Complaint relate to property rights and the interpretation of a valid right-of-way and easement, a copy of which has been produced for the Commission's review as "Appendix A" hereto. These matters, particularly the interpretation of the right-of-way and easement, are exclusively within the jurisdiction of the Courts of Common Pleas. Consequently, Complainant's claim must be dismissed for lack of Commission jurisdiction.

23. Furthermore, certain allegations in the Complaint relate to questions involving an alleged trespass. The claims of trespass are associated with the interpretation of the right-of-way and easement, as well as a valid access agreement, which is attached hereto as "Appendix B." The Commission has clearly stated that it is without subject matter jurisdiction to adjudicate

questions involving trespass. See, e.g., *Samuel Messina v Bell Atlantic-Pennsylvania, Inc.*, Docket No. C-00968225, 1998 Pa. PUC LEXIS 190 (September 23, 1998); *Lou Amati/Amati's Service Station v. West Penn Power Company and Bell Atlantic - Pennsylvania, Inc.*, Docket No. C-00945842 (October 25, 1995). Those portions of the Complaint should be dismissed.

24. Finally, Complainant has requested monetary compensation associated with a new right-of-way and easement. The Commission does not have the authority to order a public utility to pay monetary compensation. See *Diane M. Hamilton and Eva J. Hamilton v. Verizon Pa., Inc.*, Docket No. C-2009-2135715, 2010 Pa. PUC LEXIS 234 at *8 (July 28, 2010) (Finalized Initial Decision) (citing *DeFrancesco v. Western Pennsylvania Water Co.*, 499 Pa. 374, 453 A.2d 595 (1982); *Elkin v. Bell of Pa.*, 491 Pa. 123, 420 A.2d 371 (1980); *Minisi, on behalf of Woodgate Homeowners Association, Inc. v. Verizon Pennsylvania Inc.*, Docket No. C-2008-2043302 (Sept. 3, 2008); *Feingold v. Bell of Pa.*, 477 Pa. 1, 383 A.2d 791 (1977)).

25. In addition, to the extent Complainant is filing this Complaint with the Commission to delay or alter the project approved in the LON, the Complaint should be dismissed. Complainant was served with the LON at the time it was filed by the Company, and did not participate in that proceeding when he had notice and opportunity to do so. His claims relating to the project are therefore untimely. To the extent this Complaint is intended to disrupt construction of the project, which is scheduled to begin in July in order to meet the required in-service date established in the LON, such a result would undermine the Commission's authority and jeopardize reliable service to PPL Electric's customers. The Commission should not condone such misuse of the Complaint process, and should therefore dismiss the Complaint.

26. The Complainant has stated disputes regarding real property and the interpretation of a valid grant of right-of-way and easement, which are clearly outside the Commission's

subject matter jurisdiction. He has also requested monetary compensation, which the Commission does not have the authority to provide. Therefore, the Commission should grant the Company's preliminary objection pursuant to 52 Pa. Code § 5.101(a)(1).

IV. CONCLUSION

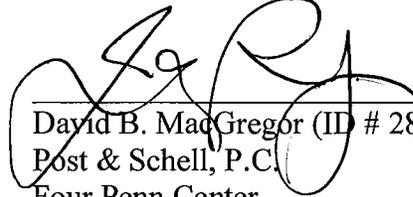
27. PPL Electric incorporates by reference Paragraphs 1 through 26, *supra*, as though set forth fully herein.

28. The scope of the Commission's jurisdiction over the matters raised in the complaint is well-settled. The Commission lacks subject matter jurisdiction over questions involving claims associated with private property rights and the interpretation of a valid right-of-way and easement. In addition, the Commission cannot provide monetary compensation.

29. Accordingly, the Commission should enter an order, pursuant to 52 Pa. Code § 5.101, dismissing the above-captioned Complaint.

WHEREFORE, PPL Electric Utilities Corporation respectfully requests that the above-captioned Complaint be dismissed in its entirety.

Respectfully submitted,



David B. MacGregor (ID # 28804)
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Four Penn Center
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Philadelphia, PA 19103-2808
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Christopher T. Wright (ID # 203412)
Jessica R. Rogers (ID # 309842)
Post & Schell, P.C.
17 North Second Street
12th Floor
Harrisburg, PA 17101-1601
Phone: 717-731-1970
Fax: 717-731-1985
E-mail: cwright@postschell.com
E-mail: jrogers@postschell.com

Of Counsel:

Post & Schell, P.C.

Date: June 11, 2014

Attorneys for PPL Electric Utilities Corporation

Appendix “A”

14

7

Know all Men by these Presents, That We, John F. Hoffman and Elva L. Hoffman, his wife

of R.D. 1, Pittston, Pa 18643

in consideration of the sum of One Dollar (\$1.00) to US paid at the date hereof by PENNSYLVANIA POWER & LIGHT COMPANY, the receipt whereof is hereby acknowledged, and in consideration of the further sum of Thirty Three hundred and ~~no~~ 700 (3300.00) dollars to be paid to US when the rights hereby granted are exercised by the said Company, do hereby, for

ourselves + OUR heirs, executors, administrators and assigns, irrevocably grant and convey unto the said PENNSYLVANIA POWER & LIGHT COMPANY, its successors and assigns, the right to construct, operate and maintain, and from time to time to reconstruct its electric lines, including such poles, towers, cables and wires above and under the surface of the ground, fixtures and apparatus as may be from time to time necessary for the convenient transaction of the business of the said Company, its successors and assigns, upon, across, over, under and along a strip of land 150 feet in width, said strip being a part of the property which We own, or in which have any interest in the Township of

Exeter, County of Luzerne

Commonwealth of Pennsylvania, and upon, across, over, under and along the roads, streets and 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, together with the right to set and maintain the necessary guy and brace poles or towers and anchors, and to attach thereto the necessary guy wires; 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 on said strip of land or adjoining the same which in the judgment of the said Company, its successors and assigns, may at any time interfere with the construction, reconstruction, maintenance or operation of the said electric lines, poles, towers, wires, cables or other fixtures and apparatus, 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 spray said brush and undergrowth with chemicals for their removal and control; and in consideration of the said payments do hereby release and quitclaim the said PENNSYLVANIA POWER & LIGHT COMPANY, its successors and assigns, of and from any and all damages, loss or injury that may be at any time caused by or result from the construction, reconstruction, operation and maintenance of the said electric lines, or the cutting down, trimming or removal of any and all trees, brush or other undergrowth on said premises.

And, further, in consideration of said payments, We do hereby covenant and agree for ourselves

and our heirs, executors, administrators and assigns, to and with the said PENNSYLVANIA POWER & LIGHT COMPANY, its successors and assigns, that no house, barn or other structure, or inflammable or explosive materials of any kind, shall be built or stored on said strip of land, and that the said Company, its successors and assigns, shall not be limited in its or their enjoyment of the rights hereby granted to such electric lines, poles, towers, wires, cables, fixtures and apparatus as may be first constructed on said strip of land, but that the said Company, its successors and assigns, shall have, at all times in the future, the right to construct, operate and maintain, and from time to time to reconstruct additional electric lines, poles, towers, wires, cables, fixtures and apparatus upon, across, over, under or along the said strip of land.

Witness our hand and seals this 20th day of October 1969

Signed, sealed and delivered in the presence of:

[Signature]

John F. Hoffman (SEAL)

Elva L. Hoffman (SEAL)

(SEAL)

(SEAL)

(SEAL)

Received 24th Aug 1970 of PENNSYLVANIA POWER & LIGHT COMPANY the sum of Thirty three hundred ~~no~~ 700 Dollars, in full payment of the further consideration above mentioned.

John F. Hoffman
Elva L. Hoffman

GRID # 58930
CORPORATE FILES
44180

SEP 25 1970

MUNICIPALITY Exeter township
TRANSFER TAX PAID 33.01

AGENT: FRANK CASTELLINO

COMMONWEALTH OF PENNSYLVANIA } SS:
COUNTY OF Luzerne
On this 20 day of October 19 69 , before me, a Notary Public for the Commonwealth aforesaid, commissioned for and residing in the Exeter Township Luzerne County of Luzerne , came the above named John D. Hoffman and Elva D. Hoffman his wife and acknowledged the foregoing instrument to be their act and deed, and desired the same to be recorded as such.
Witness my hand and notarial seal the day and year aforesaid.

Charles S. Lee, Jr.
Notary Public
My commission expires Jan. 1, 1971

COMMONWEALTH OF PENNSYLVANIA } SS:
COUNTY OF _____ }
On this _____ day of _____ 19____, before me, a Notary Public for the Commonwealth aforesaid, commissioned for and residing in the _____ of _____ County of _____, came the above named _____ and acknowledged the foregoing 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.



Notary Public
My commission expires _____

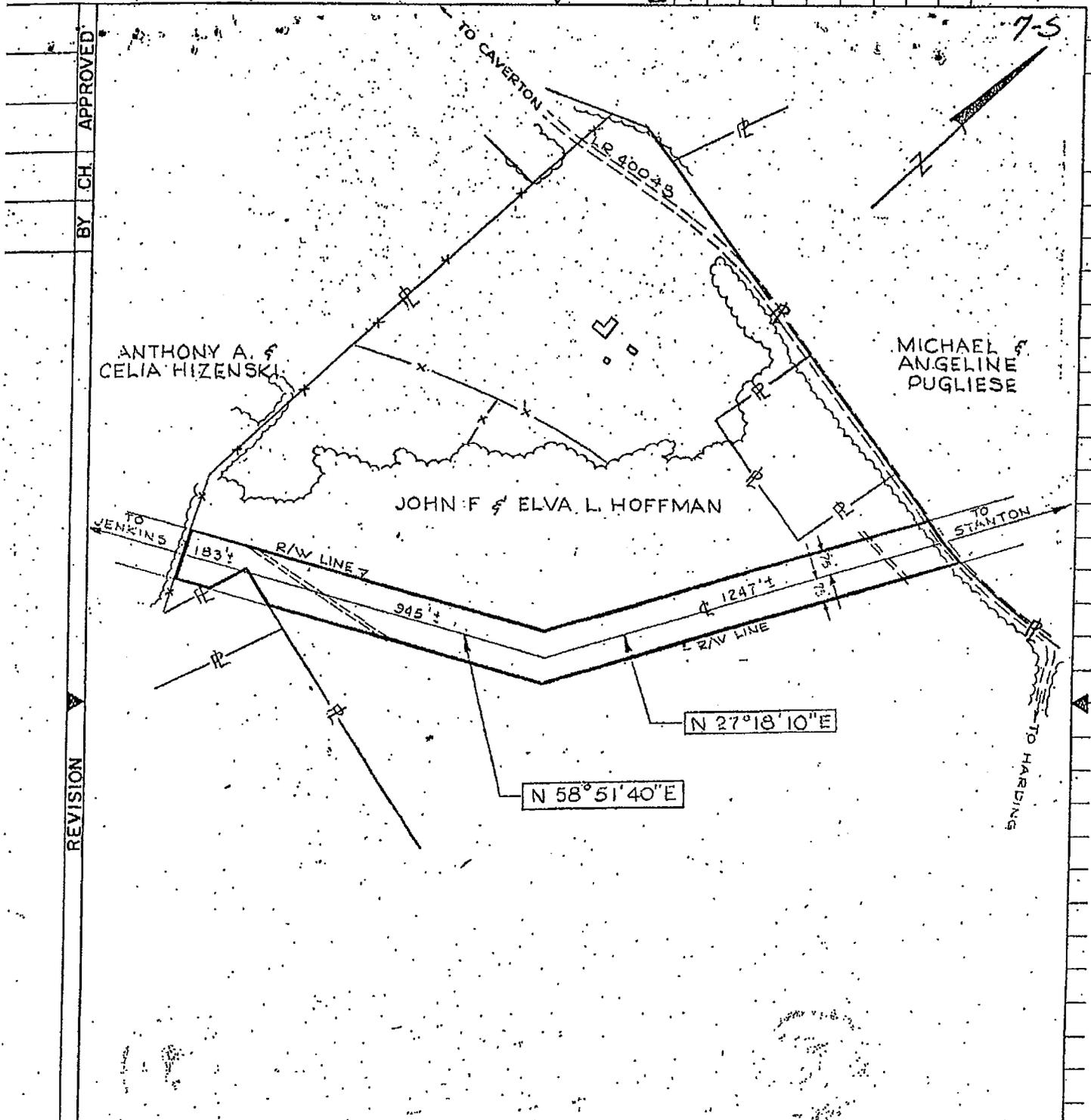
COMMONWEALTH OF PENNSYLVANIA } SS:
COUNTY OF _____ }
On this _____ day of _____ 19____, before me, a Notary Public for the Commonwealth aforesaid, commissioned for and residing in the _____ of _____ County of _____, came the above named _____ and acknowledged the foregoing instrument to be _____ act and deed, and desired the same to be recorded as such.
Witness my hand and notarial seal the day and year aforesaid.

Notary Public
My commission expires _____

Recorded in the Office for Recording of Deeds in and for Luzerne County,
in Book 1703 Page 207 , etc.
WITNESS my hand and seal of Office this 25 day of Sept 19 70

Frank C. Castellino
Recorder

BOOK 1703 PAGE 208



BY CH APPROVED

REVISION

NO. DATE ER.

BOOK 1703 PAGE 209

J. Morgan
7S

ER-121071-50	STANTON - JENKINS
ER-	PLAN SHOWING ELECTRIC LINE RIGHT OF WAY OVER
ER-	PROPERTY OF
SCALE-1"=400'	JOHN F. & ELVA L. HOFFMAN
DATE-6-29-70	EXETER TWP., LUZERNE CO., PA.
DRAWN-	PENNSYLVANIA POWER & LIGHT COMPANY
CHECKED-	
LEADER-	APPROVED <i>S. W. Kreis</i>
APPROVED-	TRANSMISSION LINE ENGINEER
APPROVED-	LA-93707-0



1086
Luzerne Co.

33.01
Enter Fee

60

RIGHT OF WAY GRANT

JOHN F. HOFFMAN, ET UX.

ENTERED FOR RECORD

at 9:50 A.M.

SEP 25 1970

835

Tax and Fees \$

Frank C. Costello

RECORDER

to

PENNSYLVANIA POWER & LIGHT CO.

Recorded in the office for recording of Luzerne County, Luzerne County, Pennsylvania, this 25th day of September, 1970, at 9:50 A.M. by Frank C. Costello, Recorder. Witness my hand and seal of office this 25th day of September, 1970.

BOOK 1703 PAGE 210

Appendix “B”

to ACCESS ROAD EASEMENT
(private ROAD)

WILLIAM J. MCWILL
ATTORNEY AT LAW
600 HERTZBERGER BANK BUILDING
WILKES-BARRE, PA. 18701

THIS Agreement made this 22 day of February 1988 by and between JOHN F. HOFFMAN and ELVA L. HOFFMAN, his wife hereinafter collectively referred to as

GRANTORS

AND

JOHN F. HOFFMAN III and MARY HOFFMAN, his wife, of the Township of Exeter, County of Luzerne and Commonwealth of Pennsylvania hereinafter collectively referred to as

GRANTEES

WHEREAS, Grantors are the owner of certain premises situate on Pennsylvania Legislative Route 40048 (Mount Zion Road), and;

WHEREAS, Grantees are the owners of certain premises lacking frontage on a public roadway and directly dependent for access on an existing 25 foot wide right-of-way earlier granted to Grantees by Grantors, and;

WHEREAS, The parties are mutually desirous of providing to Grantees a right-of-way to and from lands of Grantees, to and from Pennsylvania Legislative Route 40048.

NOW THEREFORE in consideration of the premises as well as and for the mutual benefits derived from the terms hereof and the further consideration of \$1.00 in hand paid to Grantors by Grantees, the receipt whereof is hereby acknowledged the parties hereto do hereby agree as follows:

1. That Grantors grant unto Grantees, their heirs and assigns, a permanent nonexclusive easement to be enjoyed in common with Grantors, their heirs and assigns, upon, over and across those premises as are more particularly described at Exhibit A attached hereto and as more particularly set forth on a survey of the same prepared by Callahan Engineer Associates Inc. dated October of 1987, a copy of which being attached hereto.

2. That the Easement Area as described at Exhibit A shall be maintained by the parties as a private roadway, all expenses of repair, maintenance, replacement and restoration of the same to be borne in equal shares by the parties hereto, and by any other parties to whom similar rights are granted in accordance with the terms hereof.

3. That neither of the parties hereto shall grant rights of user of the Easement Area to any parties other than those purchasing Land from the Grantors or Grantees hereafter except with unanimous consent of the parties hereto.

4. That in the event the parties hereto shall further subdivide their properties and sell all or part of the same, non-exclusive rights of user of the Easement Area described at Exhibit A may be granted to purchasers.

5. That neither party shall act in any manner to obstruct or block the easement area or to in any way interfere with the enjoyment and use of the same by all parties entitled to such use.

6. That in the event of sale by either of the parties hereto of all or part of their property to third parties who are granted rights of user of the within Easement Area, there shall be included in any conveyance to, or agreement with, said third party; conditions restricting use of the easement area consistent with the terms hereof and in particular imposing an obligation to share in the expense of maintenance, repair, replacement and/or restoration of the easement area.

6. That that portion of the easement area as abuts lands now or late of Joseph Robertson is intended by the parties hereto to serve as a parking area limited to the use of the parties hereto, the physical location of the same as abutting lands of Joseph Robertson under no circumstances to be deemed an extension of rights of user of all or any portion of the easement area to owners of those lands now or late of Joseph Robertson as abut said easement area.

IN WITNESS WHEREOF and intending to be legally bound thereby we have hereunto set our hands and seals the day and year first above written.

See map book 43 page 25

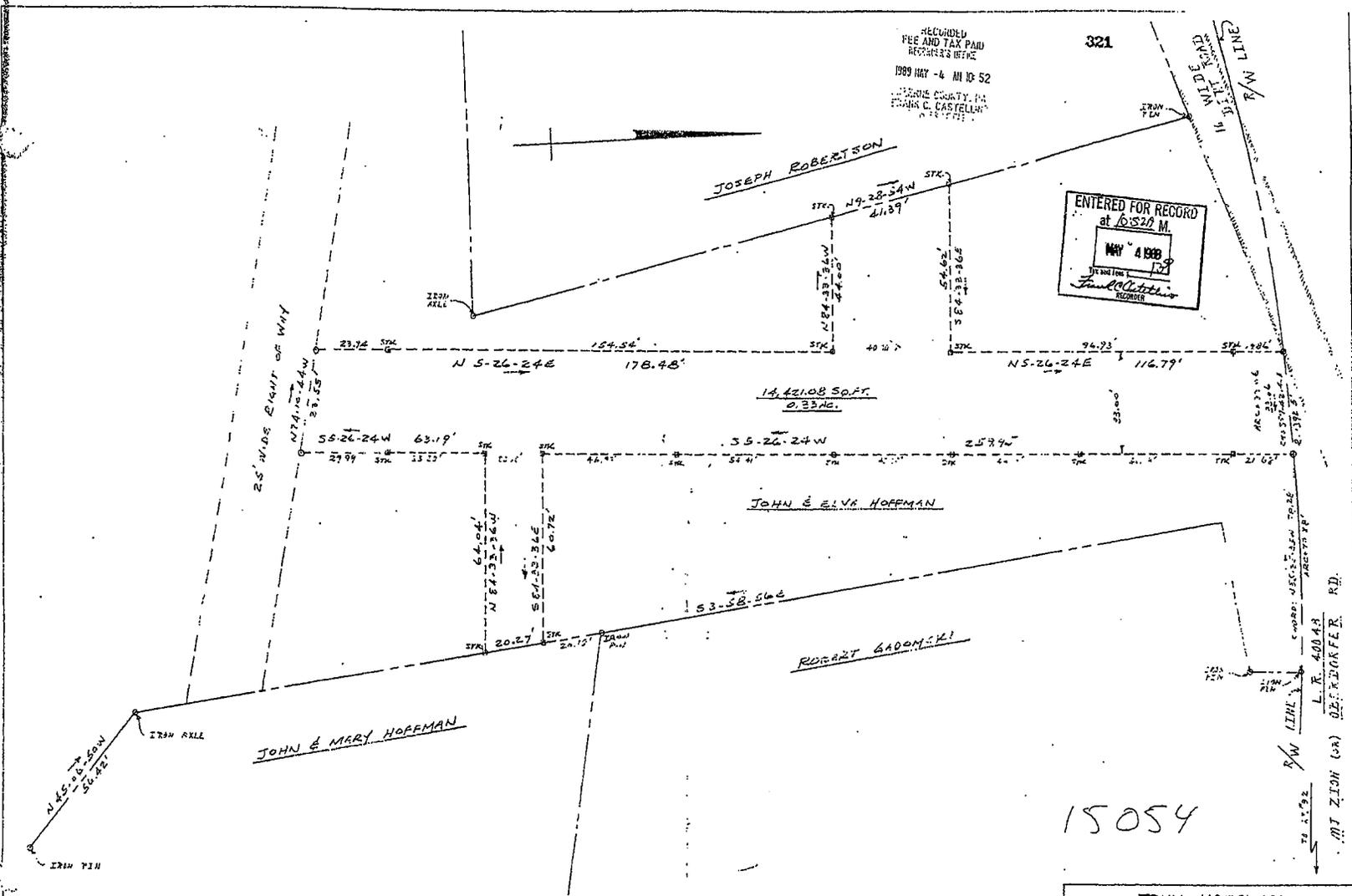
For Exhibit A

John F. Hoffmann
JOHN F. HOFFMANN

Elva L. Hoffmann
ELVA L. HOFFMANN

John F. Hoffmann III
JOHN F. HOFFMANN III

Mary Hoffmann
MARY HOFFMANN



RECORDED
 FEE AND TAX PAID
 REC'D 11/15/12
 1989 MAY - 4 AM 10-52
 LUZERNE COUNTY, PA
 FRANK C. CASTELLAN
 RECORDER

ENTERED FOR RECORD
 at 10:52 AM
 MAY 4 1989
 FRANK C. CASTELLAN
 RECORDER

15054

Recorded in the office for Recording of Deeds,
 &c. in and for Luzerne County, Pennsylvania,
 in Book No. 43, Page 22
 Witness my hand and seal of office, this 4
 day of May A.D. 19 89
Frank C. Castellano Recorder



JOHN HOFFMAN	
SURVEY OF PROPOSED RIGHTS OF WAY IN EXETER TWP LUZ. CO. PA.	
SCALE 1" = 20'	DATE OCT. 1987
DALLAWN ENGINEER ASSOCIATES INC. 106 LEE PARK AVENUE WILKES-BARRE, PENN.	Douglas A. Dallawn REG'D. SURVEYOR PA No. 9708E

