

Paul E. Russell
Associate General Counsel

PPL
Two North Ninth Street
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E-File

December 15, 2015

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

**Re: PPL Electric Utilities Corporation Easement Agreement;
Borough of Laflin, Laflin Township, Luzerne County, Pennsylvania**

Dear Secretary Chiavetta:

Enclosed for filing on behalf of PPL Electric Utilities Corporation ("PPL Electric") is an Easement Agreement between PPL Electric and the Borough of Laflin located in Laflin Township, Luzerne County, Pennsylvania. This agreement is being filed pursuant to 66 Pa. C.S.A. § 507.

Pursuant to 52 Pa. Code § 1.11, the enclosed document is to be deemed filed on December 15, 2015, 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

Prepared By: PPL Electric Utilities Corporation

Return to: Ian van Halem
GENN4
2 N. Ninth Street
Allentown, PA 18101

Tax Parcel: 36-F11-A-2

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement"), made this 16 day of November, 2015, 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 The Borough of Laflin, having a mailing address of 47 Laflin Road, Laflin PA 18702, hereinafter called "GRANTEE."

WITNESSETH

WHEREAS, GRANTOR is the owner of a certain property located in Laflin Township, Luzerne County, Pennsylvania, which property is more fully described in Deed Book 1466, Page 1029, dated September 7th, 1960 and recorded November 3rd, 1960 in the Luzerne County Recorder of Deeds Office, also identified as Tax Parcel 36 F11-A-2, hereinafter called "Property" and

WHEREAS, GRANTEE is desirous of obtaining a sanitary sewer line easement area containing approximately 6,983 square feet as depicted on "Exhibit A" for the purpose of construction, maintenance, repair, removal and replacement of a sanitary sewer line (the "Facilities"), along with a temporary construction easement containing approximately 11,011 square feet on the Property as shown on Exhibit A at the sole cost and expense of GRANTEE and

NOW, THEREFORE, GRANTOR for and in consideration of the sum of One Thousand Dollar(s) (\$1,000.00), and other mutual covenants, conditions and promises set forth herein, hereby grants unto GRANTEE, its successors and assigns, the sanitary sewer line 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 limit the installation of the Facilities to those identified on the Plans approved by GRANTOR.
2. Any additional items beyond the Facilities approved on the Plans, including but not limited to changes in grade or the construction of

additional buildings, structures or other improvements, shall be prohibited unless further written approval is obtained from GRANTOR.

3. The installation of the Facilities shall be in compliance with any and all municipal, state and/or federal laws, statutes, rules, ordinances or regulations.
4. Storage of flammable fuels or materials; parking of vehicles which contain highly flammable or explosive cargoes; and fueling of vehicles are prohibited.
5. 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.
6. 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 regulations governing the operation of electric transmission or distribution facilities.
7. 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 GRANTOR 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.
8. 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 within the GRANTOR Property, including but not limited to indemnification against third- party claims or claims by employees or agents of GRANTEE.
9. GRANTEE releases GRANTOR from any and all damages to the Facilities or losses sustained by GRANTEE caused by GRANTOR's use of equipment, including but not limited to trucks or other heavy equipment (up to 50 tons double-axle weight), which may be operated over and across the Property.
10. 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.

11. GRANTEE agrees to restore the subject Property to its original condition and to be responsible for any ground settling which may result from the installation of the facilities, for a period of one (1) year from completion of facilities, and any maintenance which may be required thereafter.
12. This Agreement shall commence on the Effective Date 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 and GRANTOR may cure said breach at GRANTEE's cost and expense.
13. This Agreement shall extend to and be binding upon the respective successors and assigns of each of the parties hereto.
14. This Agreement shall not be amended, altered, or modified except by an instrument in writing duly executed by both parties.
15. 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.
16. 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.
17. 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.
18. This Agreement is between a public utility and a municipal corporation and is therefore subject to Pennsylvania Public Utility Commission ("PUC") review pursuant to 66 Pa.C.S.A. § 507. The Effective Date of this Agreement shall be the later of i) thirty (30) days from the date that PPL submits the Agreement to the PUC; or ii) if the PUC opens an investigation of the Agreement, on the date the PUC approves the Agreement.
19. PPL's obligation to perform under this Agreement and proceed to Closing is conditioned on PPL receiving a Certificate of Public Convenience ("Certificate") from the Pennsylvania Public Utility Commission ("PUC"). If PPL does not obtain the Certificate from the

PUC prior to Closing, PPL has the right upon written notice to terminate this Agreement, and this Agreement shall immediately become null and void and the parties shall be relieved of all obligations hereunder [with the Deposit being returned to [PPL / Other Party where applicable]].

20. If counterpoise, usually 12 inches to 18 inches below grade, or any other GRANTOR facility is damaged or severed, the damage shall be reported immediately to GRANTOR. The damaged facility will be re-established by GRANTOR at the responsible party's expense.
21. Blasting under or near GRANTOR's facilities is prohibited.
22. 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.
23. Relocation or temporary reinforcement of GRANTOR's facilities, if any, will be performed by GRANTOR at the sole expense of GRANTEE.
24. Contractors must exercise extreme caution to avoid shock hazards.
25. 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 system, which may include the removal of the cathodic protection system at GRANTOR's discretion. Remediation of stray voltage or currents on the pipeline due to the proximity to GRANTOR's facilities will be at the expense of the GRANTEE.
26. 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.
27. Permission herein granted shall continue in force until terminated at any time by GRANTOR giving GRANTEE, their successors and assigns, not less than sixty (60) days' notice of its intention to terminate the same. It is to be understood that because of the nature of GRANTOR's business, it may be required at any time for GRANTOR to invoke the herein stated cancellation clause in order to ensure the integrity and use of its property or right of way.

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



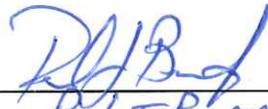
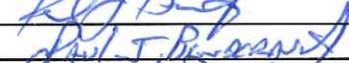
By: 
Colleen Kester
Manager- ROW/Siting/Permits/RE

WITNESS:

Borough of Laflin



Charles Boyd
Laflin Borough

By: 
Name: 
Title: 

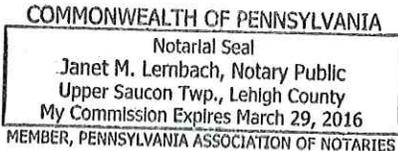
COMMONWEALTH OF PENNSYLVANIA)
: SS
COUNTY OF LEHIGH)

On this the 16th day of November, 2015 before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Colleen Kester, who acknowledged herself to be the Manager ROW/Siting/Permits/RE of PPL Electric Utilities Corporation, a corporation, and that she as such Manager- ROW/Siting/Permits/RE, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by Herself as Colleen Kester.

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



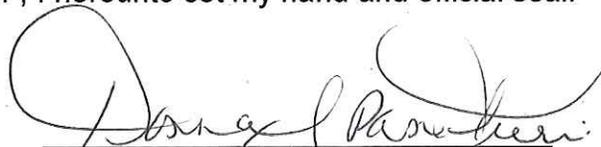
Notary Public



COMMONWEALTH OF PENNSYLVANIA)
: SS
COUNTY OF LUZERNE)

On this the 11th day of November, 2015 before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Paul S. Benderavich, 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 purpose therein contained.

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



Notary Public

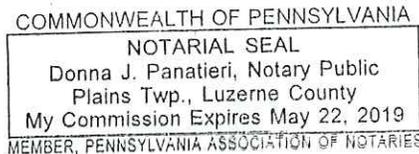
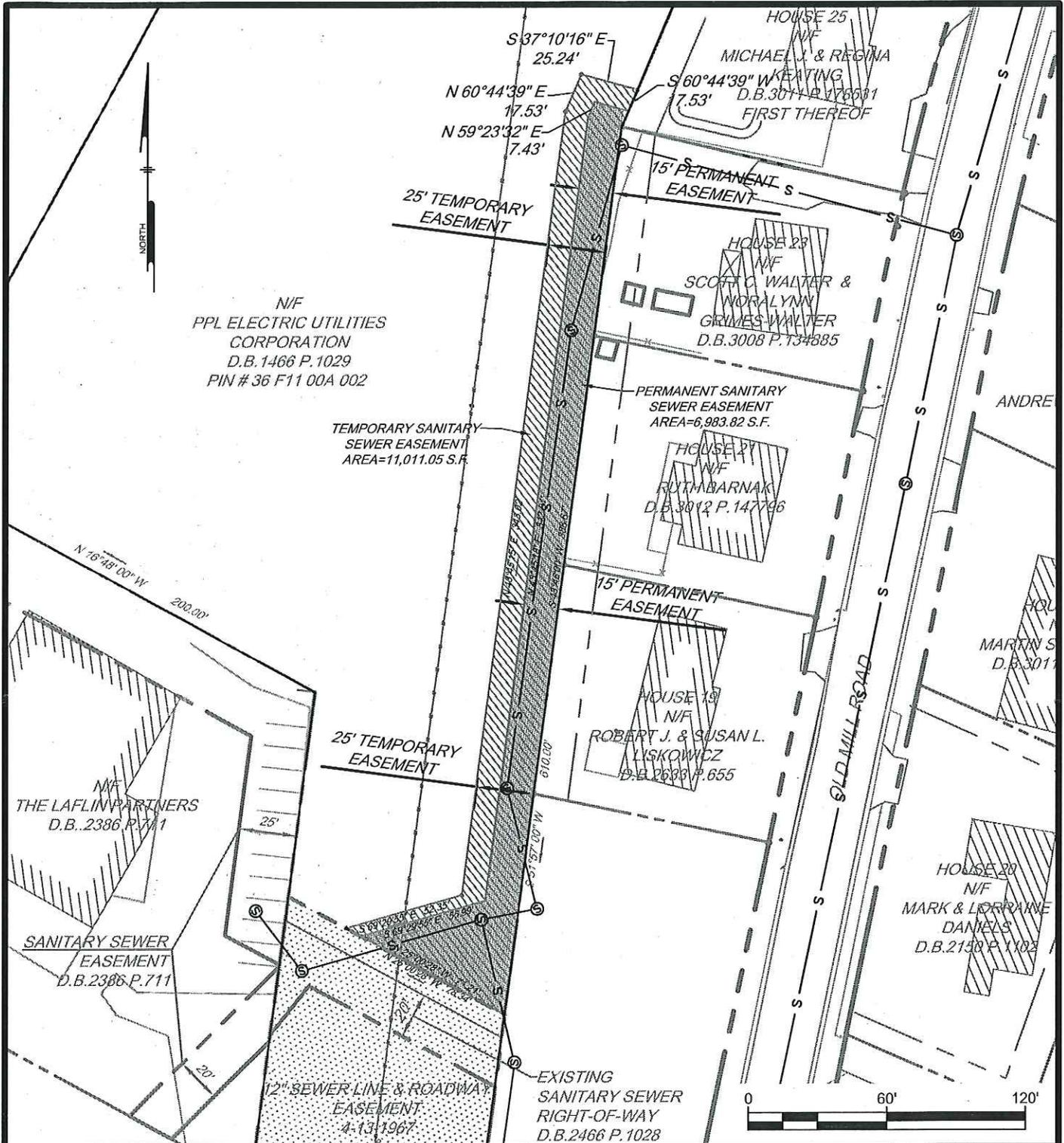


Exhibit A



I:\PROJECTS\LFNB\LFNB1502-LAFLIN BORO-SEWER PROJECT\DOCUMENTS\SANITARY SEWER EASEMENT DRAWING\SANITARY-EASEMENT-05-04-15.DWG
 PLOTTED: 5/4/2015 2:06:27 PM, BY: DAVID CHESKIEWICZ, PLOTSTYLE: PENNONI NCS.STB, PROJECT STATUS: —



PENNONI ASSOCIATES INC.
 100 N. Wilkes-Barre Boulevard, Suite 409
 Wilkes-Barre, PA 18702
 T 570.824.2200 F 570.824.0800

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LAFLIN BOROUGH SANITARY SEWER IMPROVEMENTS
 OAKWOOD PARK LAFLIN BOROUGH
 LUZERNE COUNTY PENNSYLVANIA
SANITARY SEWER EASEMENT
 THROUGH LANDS OF
 PENNSYLVANIA POWER & LIGHT COMPANY
 LAFLIN BOROUGH
 47 LAFLIN ROAD
 LAFLIN, PA. 18702

PROJECT	LFNB1502
DATE	2015-05-06
DRAWING SCALE	1"=60'
DRAWN BY	DFC
APPROVED BY	JFM

SHEET 1 OF 1