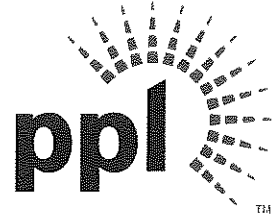


**Paul E. Russell**  
Associate General Counsel

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



**E-File**

January 27, 2016

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

**Re: PPL Electric Utilities Corporation Easement Agreement;  
Allentown Commercial and Industrial Development Authority,  
City of Allentown, Lehigh 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 Allentown Commercial and Industrial Development Authority located in the City of Allentown, Lehigh 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 January 27, 2016, 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,

A handwritten signature in black ink that reads "Paul E. Russell". The signature is written in a cursive, flowing style.

Paul E. Russell

Enclosures

Prepared By: PPL Electric Utilities Corporation

Return to: PPL Electric Utilities Corporation  
Ian van Halem  
GENN4  
2 N Ninth St  
Allentown, PA 18101

Parcel ID#: 640752480982

**EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT** ("Agreement"), made this 15<sup>th</sup> day of January, 2016, 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 **ALLENTOWN COMERCIAL & INDUSTRIAL DEVELOPMENT AUTHORITY**, having a mailing address of 905 Harrison Street, Allentown PA 18103, hereinafter called "GRANTEE."

**WITNESSETH**

**WHEREAS**, GRANTOR is the owner of a certain property located in 101 & 103 N. Front Street Allentown, Lehigh County, Pennsylvania, which property is more fully described in Deed Book 693, Page 249, dated February 28<sup>th</sup>, 1947 and recorded March 3<sup>rd</sup>, 1947 in the Lehigh County Recorder of Deeds Office, also identified as Tax Parcel 640752480982, hereinafter called "Property" and

**WHEREAS**, GRANTEE is desirous of obtaining a driveway easement of access drives, up to four separate driveways, within the areas depicted on "Exhibit A" for the sole purpose of ingress and egress to GRANTEE's parcels.

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

**[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]**

1. Prior to construction of the access drives ("Facilities"), GRANTEE shall submit complete engineering drawings for GRANTOR's review and approval. GRANTEE agrees that no construction may begin on or near GRANTOR's property until GRANTOR approves the location and design of the Facilities.
2. The installation of the said Facilities shall be in compliance with the requirements of any municipal, state or other governmental agencies.
3. No additional changes to existing and/or proposed grades shall be allowed without GRANTOR's prior approval based on detailed drawings.
4. No buildings, or other structures, temporary or permanent, may be erected within GRANTOR's Property without prior approval of GRANTOR.
5. Storage of material or regular parking of vehicles is prohibited. Storage of flammable fuels or fueling of vehicles is also prohibited.
6. GRANTOR reserves unrestricted rights of ingress and egress for line maintenance, or other work. Access to GRANTOR's facilities shall at no time be impeded.
7. GRANTOR, 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 GRANTOR's Property, including the install of any poles, towers, wires, including communication and fiber optic, counterpoise, guys, fixtures, or apparatus necessary to maintain GRANTOR's facilities, without any obligation to restore the surface or relocate any barriers. In doing so, GRANTOR will not obstruct use of the Facilities by GRANTEE, its invitees, successors or assigns except on a temporary basis,
8. GRANTEE, their successors or assigns, shall limit the installation of the Facilities to the dimensions as indicated on the plan(s) hereby attached and made a part of the agreement hereto. GRANTEE shall submit revised plans to GRANTOR for proper review prior to installation of any other Facilities.

9. GRANTOR shall be relieved of all responsibility for any and all environmental matters or claims resulting from use of the Facilities by GRANTEE, its invitees, successors or assigns or the repair and construction of the Facilities on GRANTOR Property. 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.
10. GRANTEE hereby releases, quitclaims, discharges, indemnifies, defends and holds harmless GRANTOR, 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 GRANTEE's presence hereafter within GRANTOR's Property, including resolving any environmental problems without expense to GRANTOR, to the satisfaction of all appropriate local, state and federal governmental entities.
11. So long GRANTOR has not acted in a negligent manner, GRANTEE agrees to indemnify, defend and save harmless GRANTOR from any and all damages or losses sustained by GRANTEE caused by GRANTOR through the use of GRANTOR's equipment, including trucks, etc., which may be operated over said premises or resulting from any lawful use of its premises by GRANTOR and GRANTEE agrees to be liable for any and all damages sustained by GRANTOR as the result of the installation, operation, and maintenance of the Facilities, so long as GRANTOR has not acted in a negligent manner.
12. The agreement shall commence as indicated on the aforesaid date and continue thereafter. However, should GRANTEE violate any of the terms or conditions set forth in this agreement and fails to cure or commence to act diligently to cure such breach within thirty (30) days of receipt of written notice from GRANTOR, GRANTOR may forthwith declare this agreement terminated.

13. The agreement shall extend to and be binding upon the respective successors and assigns of each of the parties hereto.
14. 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.
15. Any cranes or other equipment which may be used in close proximity to GRANTOR's lines for the installation of the Facilities must be operated in a manner which will avoid contact with the electric lines, in accordance with the safety standards established and promulgated by the Department of Labor and Industry and the Federal Occupational Safety and Health Act and its regulations in effect or proposed as of the date of this agreement.
16. If GRANTEE's installation causes relocation or temporary reinforcement of GRANTOR's facilities, it, will be done at GRANTEE's expense.
17. If GRANTEE's installation requires, a barrier, approved by GRANTOR, to protect GRANTOR's facilities, it shall be installed at GRANTEE's expense.
18. Any Curb cut for access roads at shallow angles to curb lines shall be at least fifteen (15) feet in width to allow unimpeded access to PPL facilities.
19. With prior written notice to GRANTEE, GRANTOR reserves the right to restrict use of roadways during performance to maintenance or other work.
20. Proposed signs or lighting structures shall be reviewed by GRANTOR as to height limitations for the particular locations selected and must be approved before installation.
21. This Agreement is between a public utility and an industrial development authority 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

GRANTOR 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.

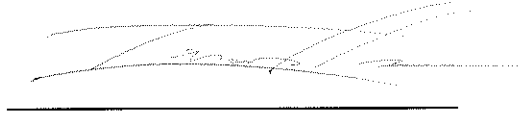
22. Contractors must exercise extreme caution to avoid shock hazards.

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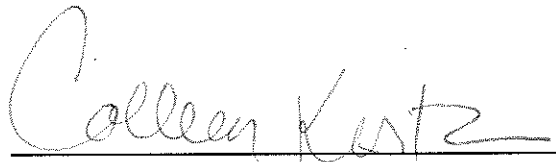
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

WITNESS:

PPL ELECTRIC UTILITIES CORPORATION

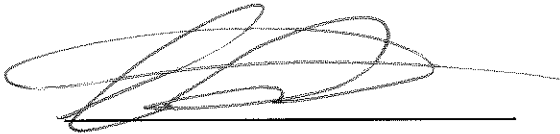


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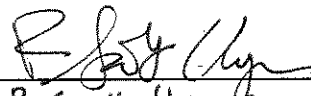
By:   
Colleen Kester  
Manager- Siting/ROW/Permits/Real Estate

WITNESS:

ALLENTOWN COMMERCIAL INDUSTRIAL  
DEVELOPMENT AUTHORITY



---

By:   
Name: R. Scott Unikel  
Title: EXECUTIVE DIRECTOR

COMMONWEALTH OF PENNSYLVANIA)

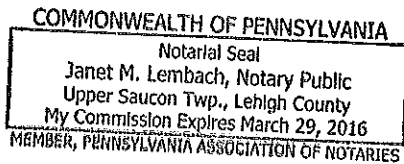
: SS

COUNTY OF LEHIGH )

On this the 20<sup>th</sup> day of January, 2016, 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/Permitting/Real Estate of PPL Electric Utilities Corporation, a corporation, and that she as such Manager- ROW/Siting/Permitting/Real Estate, 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.

*Janet M. Lembach*  
\_\_\_\_\_  
Notary Public



COMMONWEALTH OF PENNSYLVANIA)

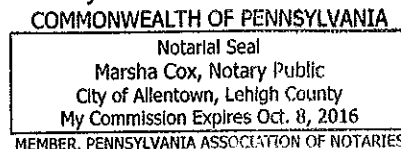
: SS

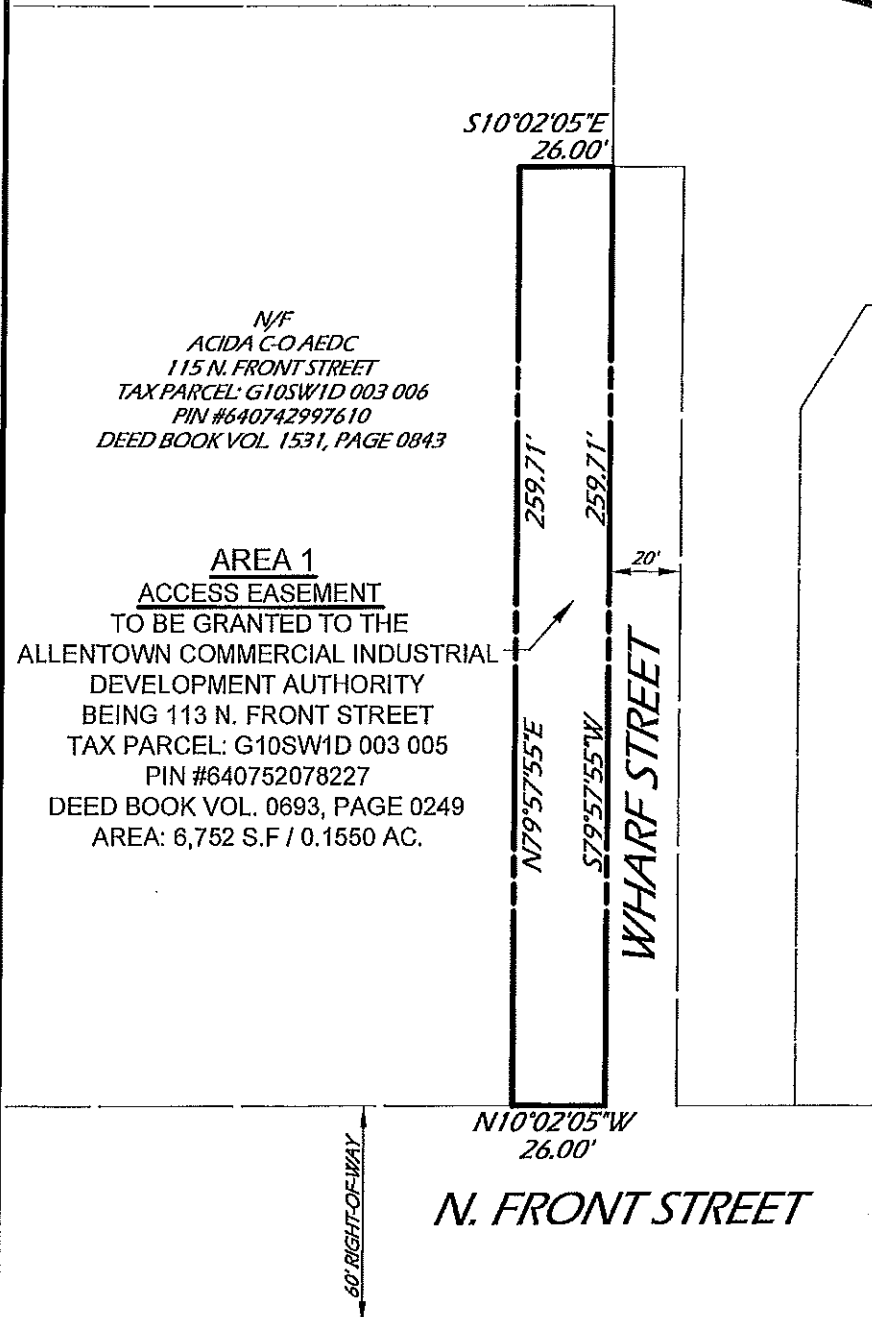
COUNTY OF LEHIGH )

On this the 15<sup>th</sup> day of January, 2016, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared h. Scott Unger, 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.

*Marsha Cox*  
\_\_\_\_\_  
Notary Public





N/F  
 ACIDA C/O AEDC  
 115 N. FRONT STREET  
 TAX PARCEL: G10SW1D 003 006  
 PIN #640742997610  
 DEED BOOK VOL. 1531, PAGE 0843

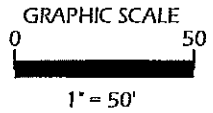
**AREA 1**  
**ACCESS EASEMENT**  
 TO BE GRANTED TO THE  
 ALLENTOWN COMMERCIAL INDUSTRIAL  
 DEVELOPMENT AUTHORITY  
 BEING 113 N. FRONT STREET  
 TAX PARCEL: G10SW1D 003 005  
 PIN #640752078227  
 DEED BOOK VOL. 0693, PAGE 0249  
 AREA: 6,752 S.F / 0.1550 AC.

**NOTES:**

1. A TITLE SEARCH HAS NOT BEEN FURNISHED TO THE SURVEYOR.
2. THE PROPERTY MAY BE SUBJECT TO ANY EASEMENTS, RIGHTS OF WAY, RESTRICTIONS, ETC. THAT ARE NOT NECESSARILY SHOWN ON THIS PLAN.

**SURVEY REFERENCES:**

1. PLAN ENTITLED "MINOR SUBDIVISION - THE PROPERTY OF THE ALLENTOWN COMMERCIAL INDUSTRIAL DEVELOPMENT AUTHORITY (ACIDA)" PREPARED BY THE CITY OF ALLENTOWN DEPT. OF PUBLIC WORKS, DATED APRIL 9, 2009 AND LAST REVISED DATE JUNE 24, 2009 AND RECORDED IN THE LEHIGH COUNTY RECORDER OF DEEDS OFFICE AS INSTRUMENT #2009028049.
2. PLAN ENTITLED "LOT LINE ADJUSTMENT/CONSOLIDATION PLAN - ALLENTOWN COMMERCIAL & INDUSTRIAL DEVELOPMENT AUTHORITY" PREPARED BY KEYSTONE CONSULTING ENGINEERS, INC., DATED MARCH 1, 2001 AND LAST REVISED DATE JUNE 13, 2001.



PLAN DATE 09/29/15	PROJECT ACCESS EASEMENT (AREA 1)	DEED REF.
REVISIONS	OWNER PENNSYLVANIA POWER & LIGHT CO.	TAX MAP G10SW1D-003-005
	MUNICIPALITY CITY OF ALLENTOWN - WARD 01	SHT. NO. 1 of 1
	COUNTY LEHIGH COUNTY	JOB NO. 4253
	STATE PENNSYLVANIA	Date 9/29/15
<b>Arthur A. Swallow Associates</b> 1003-1005 North 19th Street Allentown, PA 18104 610-820-6470 · Fax: 610-820-5947		NJ GS34492

**ACCESS EASEMENT (AREA 1)**  
**113 N. Front Street**  
CITY OF ALLENTOWN, 1<sup>st</sup> WARD, LEHIGH COUNTY, PA

September 29, 2015

**ALL THAT CERTAIN** tract, piece or parcel of land, situate in the City of Allentown, 1<sup>st</sup> Ward, the County of Lehigh and the Commonwealth of Pennsylvania, being shown as Area 1, on an exhibit entitled "Access Easement (Area 1)" dated September 17, 2015, prepared by Arthur A. Swallow Associates, Allentown, PA, being bounded and further described as follows, to wit:

**BEGINNING** at a point, said point being the intersection of the northerly right-of-way line of Wharf Street (20' wide right-of-way) and the easterly right-of-way line of N. Front Street (60' wide right-of-way), said point also being at the southwesterly corner of the lands herein being described;

**Thence** along the easterly right-of-way line of Front Street, North 10°02'05" West, 26.00 feet to a point;

thence along lands now or formerly of Allentown Community Industrial Development Authority c-o Allentown Economic Development Corporation the following two (2) courses and distances:

1. North 79°57'55" East, 259.71 feet to a point;
2. South 10°02'05" East, 26.00 feet to a point;

thence along the northerly right-of-way line of Wharf Street, South 79°57'55" West, 259.71 feet to a point, the place of beginning.

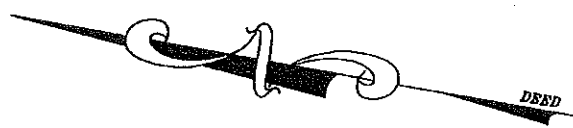
**CONTAINING:** 6,752 Square Feet or 0.1550 Acres.

**SUBJECT** to any and all easements, rights-of-way, restrictions, etc., public or private, that a title commitment may reveal.

**BEING** part of the same premises which Lehigh Valley Transit Company by deed dated February 28, 1947, and recorded in the Office of the Recorder of Deeds for Lehigh County in Deed Book Volume 0693, Page 0249, granted and conveyed unto Pennsylvania Power & Light Company.

Prepared by:  
Michael A. Houston, PLS  
Arthur A. Swallow Associates

Exhibit A



N/F  
 PENNSYLVANIA POWER & LIGHT CO.  
 100 N. FRONT STREET  
 TAX PARCEL: G10SW1D 003 004  
 PIN #640752480982  
 DEED BOOK VOL. 0693, PAGE 0249

**NOTES:**

1. A TITLE SEARCH HAS NOT BEEN FURNISHED TO THE SURVEYOR.
2. THE PROPERTY MAY BE SUBJECT TO ANY EASEMENTS, RIGHTS OF WAY, RESTRICTIONS, ETC. THAT ARE NOT NECESSARILY SHOWN ON THIS PLAN.

**SURVEY REFERENCES:**

1. PLAN ENTITLED "MINOR SUBDIVISION - THE PROPERTY OF THE ALLENTOWN COMMERCIAL INDUSTRIAL DEVELOPMENT AUTHORITY (ACIDA)" PREPARED BY THE CITY OF ALLENTOWN DEPT. OF PUBLIC WORKS, DATED APRIL 9, 2009 AND LAST REVISED DATE JUNE 24, 2009 AND RECORDED IN THE LEHIGH COUNTY RECORDER OF DEEDS OFFICE AS INSTRUMENT #2009028049.
2. PLAN ENTITLED "LOT LINE ADJUSTMENT/CONSOLIDATION PLAN - ALLENTOWN COMMERCIAL & INDUSTRIAL DEVELOPMENT AUTHORITY" PREPARED BY KEYSTONE CONSULTING ENGINEERS, INC., DATED MARCH 1, 2001 AND LAST REVISED DATE JUNE 13, 2001.

N/F  
 ACIDA C-O AEDC  
 51 N. FRONT STREET  
 TAX PARCEL: G10SW1D 003 004 A  
 PIN #640752151002  
 DEED BOOK VOL. 1580, PAGE 0058

**AREA 2  
 ACCESS EASEMENT  
 TO BE GRANTED**

TO THE ALLENTOWN COMMERCIAL  
 INDUSTRIAL DEVELOPMENT AUTHORITY  
 BEING PART OF  
 100 N. FRONT STREET  
 TAX PARCEL: G10SW1D 003 005  
 PIN #640752480982  
 DEED BOOK VOL. 0693, PAGE 0249  
 AREA: 7,603 S.F / 0.1746 AC.

WHARF STREET  
 N 79°57'55" E 259.71'  
 N 79°57'55" E 221.24' (PROPOSED)  
 N 79°57'55" E

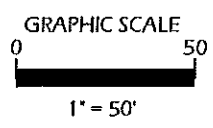
S 09°59'35" E 204.95'  
 S 09°59'35" E 51.33'  
 N 67°41'35" W 33.90'

192.56'  
 S 79°57'55" W

N 10°02'05" W 33.19'

**N. FRONT STREET**

60' RIGHT-OF-WAY



PLAN DATE 09/17/15	PROJECT ACCESS EASEMENT (AREA 2)	DEED REF.
REVISIONS	OWNER PENNSYLVANIA POWER & LIGHT CO.	TAX MAP G10SW1D-003-005
	MUNICIPALITY CITY OF ALLENTOWN - WARD 01	of 1
	COUNTY LEHIGH COUNTY	JOB NO. 4253
	STATE PENNSYLVANIA	
<b>AASA</b> Land Surveyors www.aasasurvey.com	<b>Arthur A. Swallow Associates</b> 1003-1005 North 19th Street Allentown, PA 18104 610-820-6470 · Fax: 610-820-5947	 ARTHUR A. SWALLOW Surveyor Date 09/24/15 PA 08/18/23 NJ GS34492

**ACCESS EASEMENT (AREA 2)**  
**being a portion of**  
**100 N. Front Street**  
CITY OF ALLENTOWN, 1<sup>st</sup> WARD, LEHIGH COUNTY, PA

September 24, 2015

**ALL THAT CERTAIN** tract, piece or parcel of land, situate in the City of Allentown, 1<sup>st</sup> Ward, the County of Lehigh and the Commonwealth of Pennsylvania, being shown as Area 2, on an exhibit entitled "Access Easement (Area 2)" dated September 17, 2015, prepared by Arthur A. Swallow Associates, Allentown, PA, being bounded and further described as follows, to wit:

**BEGINNING** at a point, said point being the intersection of the southerly right-of-way line of Wharf Street (20' wide right-of-way) and the easterly right-of-way line of N. Front Street (60' wide right-of-way), said point also being at the northwesterly corner of the lands herein being described;

**Thence** along the southerly right-of-way line of Wharf Street, North 79°57'55" East, 221.24 feet to a point;

thence in and through lands now or formerly of Pennsylvania Power & Light Company, South 09°59'35" East, 51.33 feet to a point;

thence along lands now or formerly of Allentown Community Industrial Development Authority the following two (2) courses and distances:

1. North 67°41'35" West, 33.90 feet to a point;
2. South 79°57'55" West, 192.56 feet to a point;

thence along the easterly right-of-way line of N. Front Street, North 10°02'05" West, 33.19 feet to a point, the place of beginning.

**CONTAINING:** 7,603 Square Feet or 0.1746 Acres.

**SUBJECT to** any and all easements, rights-of-way, restrictions, etc., public or private, that a title commitment may reveal.

**BEING** part of the same premises which Lehigh Valley Transit Company by deed dated February 28, 1947, and recorded in the Office of the Recorder of Deeds for Lehigh County in Deed Book Volume 0693, Page 0249, granted and conveyed unto Pennsylvania Power & Light Company.

---

Prepared by:  
Michael A. Houston, PLS  
Arthur A. Swallow Associates