

Paul E. Russell
Associate General Counsel

PPL
Two North Ninth Street
Allentown, PA 18101-1179
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E-File

March 18, 2016

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 and Temporary
Construction Agreement; the Township of Stroud
Stroudsburg, Monroe County Pennsylvania**

Dear Secretary Chiavetta:

Enclosed for filing on behalf of PPL Electric Utilities Corporation ("PPL Electric") is an Easement and Temporary Construction Agreement between PPL Electric and the Township of Stroud located in the Stroudsburg, Monroe 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 March 18, 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 with a large initial "P" and "R".

Paul E. Russell

Enclosures

Prepared By: PPL Electric Utilities Corporation

Return to: PPL Electric Utilities
2 N 9th St
Allentown, PA 18101
Attn: Ian van Halem

PIN: 17638104734134

EASEMENT and TEMPORARY CONSTRUCTION AGREEMENT

THIS EASEMENT AGREEMENT (“Agreement”), made this 9th day of March, 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 **THE TOWNSHIP OF STROUD**, having a mailing address of 1211 N. 5th Street, Stoudsburg, PA 18360, hereinafter called “GRANTEE.”

WITNESSETH

WHEREAS, GRANTOR is the owner of a certain property located in Stroud Township, Monroe County, Pennsylvania, which property is more fully described in Deed Book 974, Page 102, dated August 21st, 1979 and recorded September 10th, 1979 in the Monroe County Recorder of Deeds Office, also identified as Parcel Identification Number 17638104734134, hereinafter called “Property” and

WHEREAS, GRANTEE is desirous of obtaining a drainage easement as depicted on the plans prepared by Pennoni, entitled “Exhibit D” dated November 9th, 2015 and attached hereto and made a part hereof, and two separate temporary construction areas as depicted on “Exhibit B and on Exhibit C” prepared by Pennoni, both being dated September 23rd, 2015 and attached hereto and made a part hereof (the “Plans”) for the purpose of realigning Wigwam Road,

NOW, THEREFORE, GRANTOR for and in consideration of the sum of sixteen thousand Dollar(s) (\$16,000), and other mutual covenants, conditions and promises set forth herein, hereby grants unto GRANTEE, its successors and assigns, the easement for the completion of the facilities associated with the Plans as depicted on “Exhibits B, C, D & E”, under and subject to the following terms and conditions:

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

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 as shown on the Plans.
4. Storage of flammable fuels or materials; parking of vehicles which contain highly flammable or explosive cargoes; and fueling of vehicles are prohibited on the areas depicted on the Plans.
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 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.
19. GRANTOR's obligation to perform under this Agreement and proceed to Closing is conditioned on GRANTOR receiving a Certificate of Public Convenience ("Certificate") from the Pennsylvania Public Utility Commission ("PUC"). If GRANTOR does not obtain the Certificate from the PUC prior to Closing, GRANTOR 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 [GRANTOR / Other Party where applicable]].

20. Blasting under or near GRANTOR's facilities is prohibited.
21. Relocation or temporary reinforcement of GRANTOR's facilities, if any, will be performed by GRANTOR at the sole expense of GRANTEE.
22. If required, a barrier approved by GRANTOR, shall be installed at GRANTEE's expense to protect GRANTOR facilities.
23. Contractors must exercise extreme caution to avoid shock hazards.
24. GRANTOR reserves the right to restrict parking or use of roadways during maintenance or other associated work.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

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
Colleen Kester
Manager- ROW/Siting/Permits/RE

WITNESS:

THE TOWNSHIP OF STROUD



By: Edward C. Crumer
Name: Edward C. Crumer
Title: Chairman/Treasurer

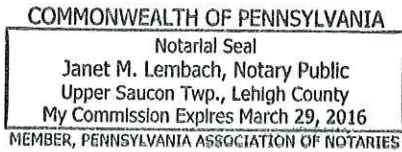
COMMONWEALTH OF PENNSYLVANIA)

: SS

COUNTY OF Lehigh)

On this the 14th day of March, 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/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.



Janet M. Lembach
Notary Public

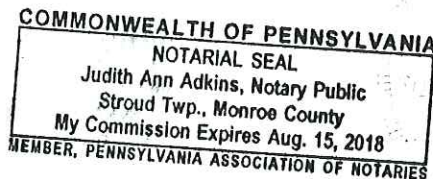
COMMONWEALTH OF PENNSYLVANIA)

: SS

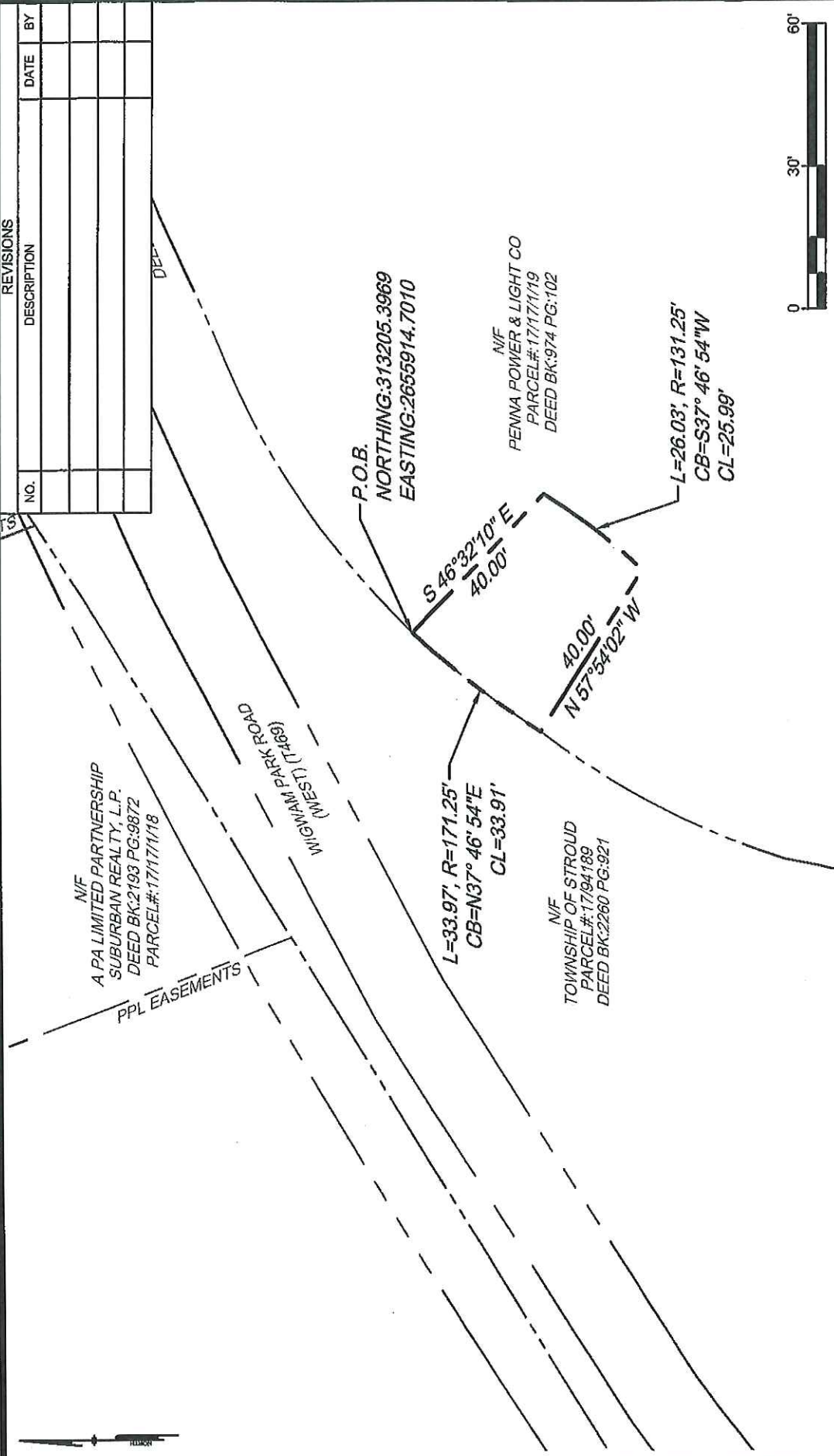
COUNTY OF Monroe)

On this the 9th day of March, 2016 before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Edward C. Crum 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.



Judith Ann Adkins
Notary Public




REVISIONS			
NO.	DESCRIPTION	DATE	BY

PROJECT	LUKH1301
DATE	2015-09-23
DRAWING SCALE	1"=30'
DRAWN BY	MDR
APPROVED BY	1005
V-0209	
SHEET 1 OF 1	

ALL DOCUMENTS PREPARED BY PENNONI ASSOCIATES ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE PROJECT. THEY ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON THE EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY PENNONI ASSOCIATES FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT OWNERS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO PENNONI ASSOCIATE, AND OWNER SHALL INDEMNIFY AND HOLD HARMLESS PENNONI ASSOCIATES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

PENNA POWER & LIGHT CO
TEMPORARY (DRIVEWAY) CONSTRUCTION EASEMENT
 PREMISES TAX ID: 171711/19
 STROUD TOWNSHIP, MONROE COUNTY, PENNSYLVANIA

EXHIBIT B



PENNONI ASSOCIATES INC.
 2041 Avenue C, Suite 100
 Bethlehem, PA 18017
 T 610.231.0600 F 610.231.2033

TEMPORARY (DRIVEWAY) CONSTRUCTION EASEMENT

ALL THAT CERTAIN portion of land situated in Stroud Township, County of Monroe and Commonwealth of Pennsylvania as shown on EXHIBIT B, Drawing #: V-0209, Dated 2015-09-23 described as follows, to wit:

Beginning at a point along the easterly Right of Way line of Wigwam Park Road (West) (T469), and having Pennsylvania State Plane Coordinates (NAD83), (North Zone) Northing: 313205.3969' and Easting: 2655914.7010'.

Thence through the lands of now formerly, Penna Power & Light Co. the followings 3 bearings and distances.

1. South 46 degrees 32 minutes 10 seconds East a distance of 40.00 feet;
2. Along a curve to the right having a radius of 131.25 feet, an arc length of 26.03 feet, a chord distance of 25.99 feet and a chord bearing of South 37 degrees 46 minutes 54 seconds West;
3. North 57 degrees 54 minutes 02 seconds West a distance of 40.00 feet;

Thence along the easterly Right of Way line of Wigwam Park Road (West), (T469), along a curve to the right having a radius of 171.25 feet, an arc length of 33.97 feet, a chord distance of 33.91 feet and a chord bearing of North 37 degrees 46 minutes 54 seconds East; to the **Point of Beginning**.

Containing 1,222.343 sq. ft. or 0.028 acres.

TEMPORARY (GRADING) CONSTRUCTION EASEMENT

ALL THAT CERTAIN portion of land situated in Stroud Township, County of Monroe and Commonwealth of Pennsylvania as shown on EXHIBIT C, Drawing #: V-0210, Dated 2015-09-23 described as follows, to wit:

Beginning at a point along the southerly Right of Way line of Wigwam Park Road (West) (T469), and having Pennsylvania State Plane Coordinates (NAD83), (North Zone) Northing: 313282.3767' and Easting: 2656165.8556'.

Thence through the lands of now formerly, Penna Power & Light Co. the followings 5 bearings and distances.

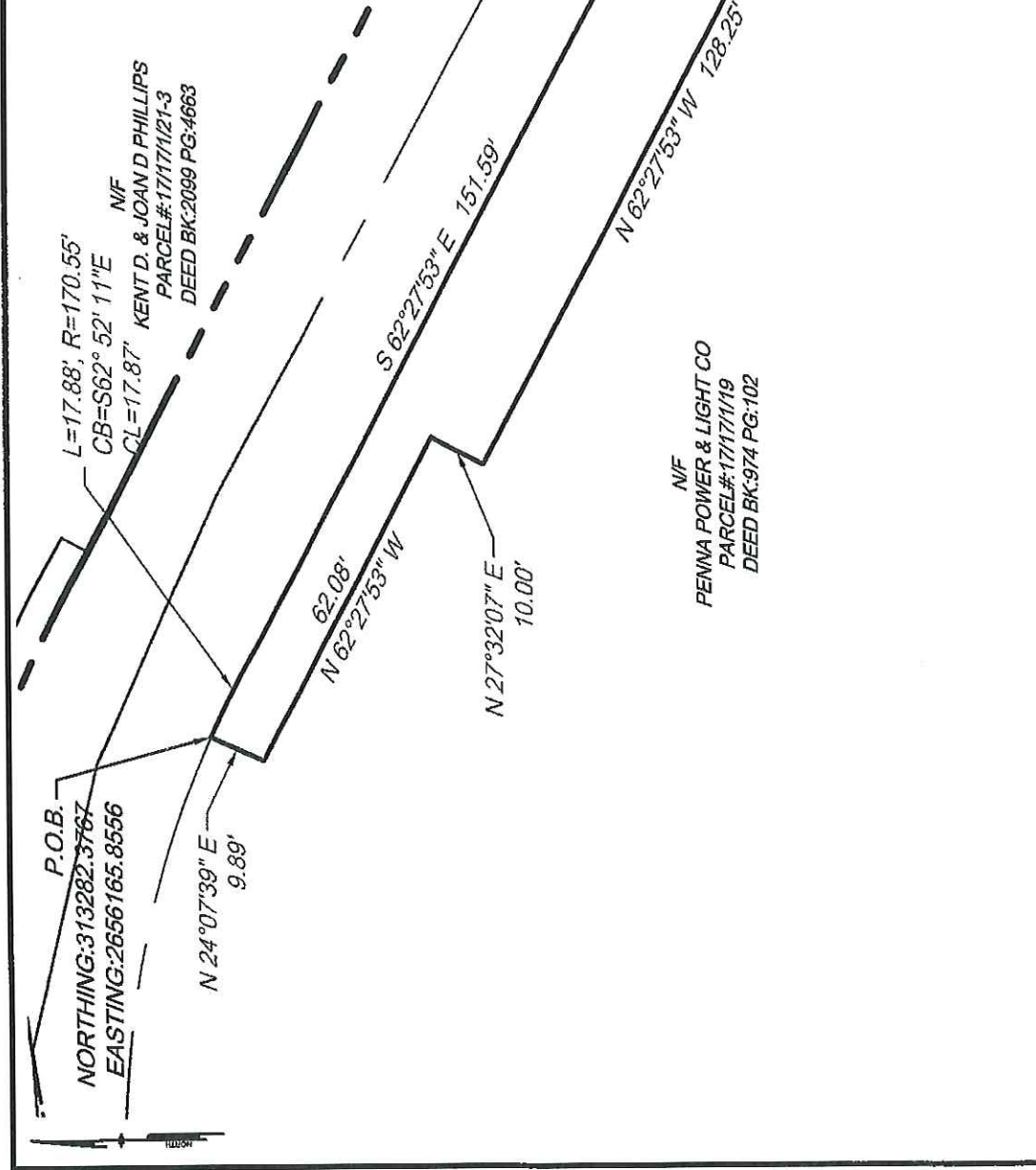
1. South 24 degrees 07 minutes 39 seconds West a distance of 20.00 feet;
2. Along a curve to the left having a radius of 150.55 feet, an arc length of 70.46 feet, a chord distance of 69.82 feet and a chord bearing of North 79 degrees 16 minutes 50 seconds West;
3. South 84 degrees 29 minutes 42 seconds West a distance of 2.03 feet;
4. Along a curve to the left having a radius of 399.54 feet, an arc length of 9.57 feet, a chord distance of 9.57 feet and a chord bearing of South 81 degrees 42 minutes 52 seconds West;
5. North 06 degrees 08 minutes 37 seconds West a distance of 9.01 feet;

Thence along the southerly Right of Way line of Wigwam Park Road (West), (T469) the following 3 bearings and distances.

1. Along a curve to the right having a radius of 440.33 feet, an arc length of 20.79 feet, a chord distance of 20.79 feet and a chord bearing of North 77 degrees 24 minutes 21 seconds East;
2. North 00 degrees 27 minutes 32 seconds West a distance of 8.24 feet;
3. Along a curve to the right having a radius of 170.55 feet, an arc length of 71.11 feet, a chord distance of 70.60 feet and a chord bearing of South 77 degrees 49 minutes 01 seconds East; to the **Point of Beginning**.

Containing 1,538.66 sq. ft. or 0.035 acres.170.55.

REVISIONS		
NO.	DESCRIPTION	DATE



PROJECT	LUKH1301
DATE	2015-11-09
DRAWING SCALE	1"=30'
DRAWN BY	MDR
APPROVED BY	1005
V-0207	
SHEET 1 OF 1	

ALL DOCUMENTS PREPARED BY PENNONI ASSOCIATES ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE PROJECT. THEY ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON THE EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY PENNONI ASSOCIATES FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT OWNERS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO PENNONI ASSOCIATE; AND OWNER SHALL INDEMNIFY AND HOLD HARMLESS PENNONI ASSOCIATES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

PENNA POWER & LIGHT CO
PROPOSED DRAINAGE EASEMENT
 PREMISES TAX ID: 17171119
 STROUD TOWNSHIP, MONROE COUNTY, PENNSYLVANIA

EXHIBIT D



PENNONI ASSOCIATES INC.
 2041 Avenue C, Suite 100
 Bethlehem, PA 18017
 T 610.231.0600 F 610.231.2033



PENNA POWER & LIGHT CO
PROPOSED DRAINAGE EASEMENT – EXHIBIT D - 1
(PARCEL #:17/17/1/19)

ALL THAT CERTAIN portion of land situated in Stroud Township, County of Monroe and Commonwealth of Pennsylvania as shown on EXHIBIT D, Drawing #: V-0207, Dated 2015-11-09 described as follows, to wit:

Beginning at a point along the southerly Right of Way line of Wigwam Park Road (West) (T469), and having Pennsylvania State Plane Coordinates (NAD83), (North Zone) Northing: 313,282.3767' and Easting: 2,656,165.8556'.

Thence along the said southerly line of Wigwam Park Road the following 3 bearings and distances.

1. Along a curve to the right having a radius of 170.55 feet, an arc length of 17.88 feet, a chord distance of 17.87 feet and a chord bearing of SOUTH 62 degrees 52 minutes 11 seconds EAST to a point;
2. SOUTH 62 degrees 27 minutes 53 seconds EAST a distance of 151.59 feet to a point;
3. SOUTH 61 degrees 00 minutes 05 seconds EAST a distance of 16.03 feet to a point;

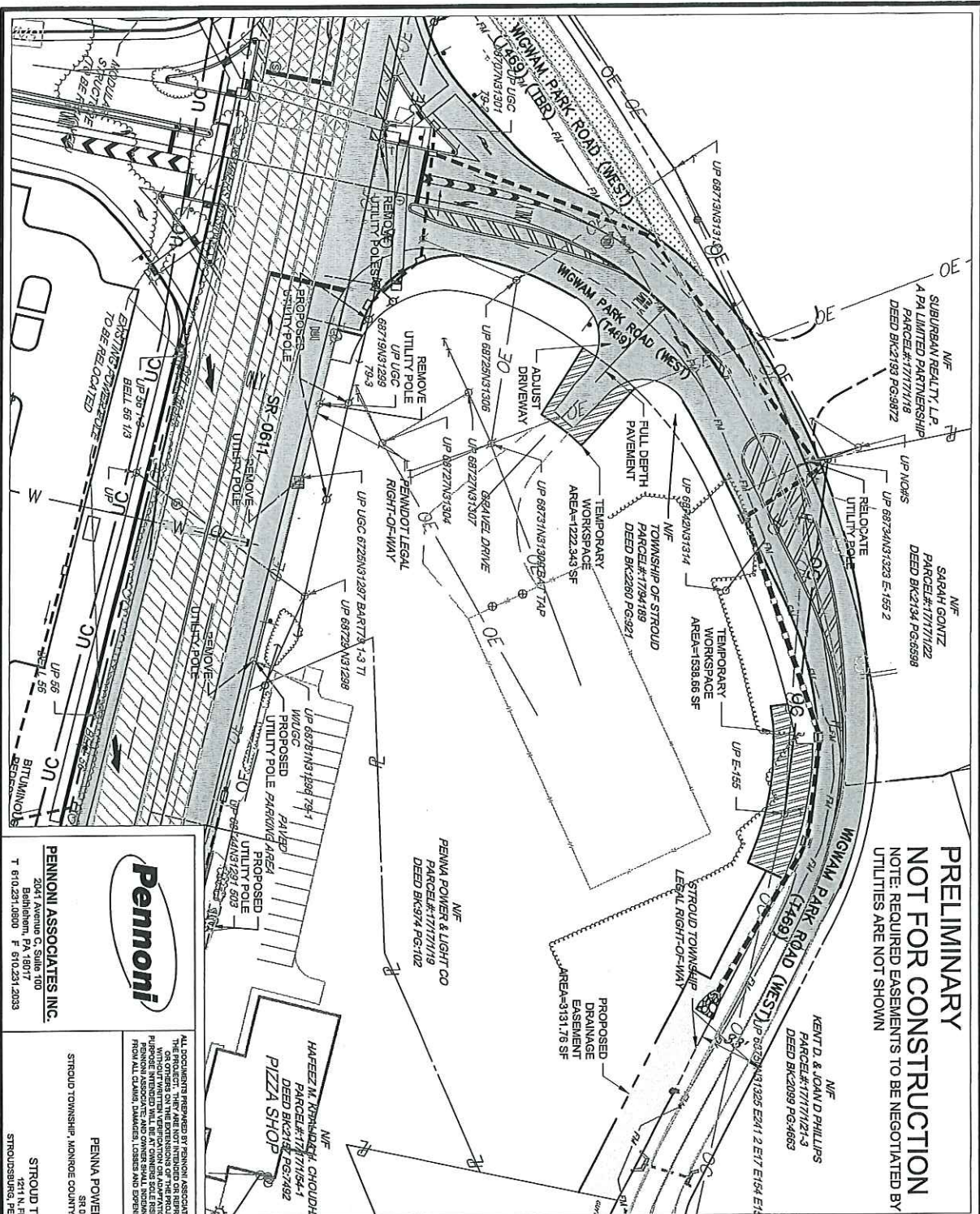
Thence along the lands of now formerly, S & S Family Partnership SOUTH 12 degrees 02 minutes 16 seconds WEST a distance of 20.33 feet to a point;

Thence through the lands of now formerly, Penna Power & Light Co. the following 4 bearings and distances.

1. NORTH 62 degrees 27 minutes 53 seconds WEST a distance of 128.25 feet to a point;
2. NORTH 27 degrees 32 minutes 07 seconds EAST a distance of 10.00 feet to a point;
3. NORTH 62 degrees 27 minutes 53 seconds WEST a distance of 62.08 feet to a point;
4. NORTH 24 degrees 07 minutes 39 seconds EAST a distance of 9.89 feet; to the **Point of Beginning**.

Containing 3,131.76 sq. ft. or 0.072 acres.

**PRELIMINARY
NOT FOR CONSTRUCTION**
NOTE: REQUIRED EASEMENTS TO BE NEGOTIATED BY
UTILITIES ARE NOT SHOWN



REVISIONS			
NO.	DESCRIPTION	DATE	BY
1	DRAINAGE EASEMENT	9/29/15	SMH
2	EASEMENT AREAS	10/8/15	SMH
3	EASEMENT AREAS	11/8/15	SMH
4	PER PPL COMMENTS	2/2/16	SMH

LEGEND

- PROPOSED EDGE OF PAVE
- PROPOSED SAWCUT
- PROPOSED CURB
- PROPOSED SIGN
- PROPERTY LINE
- LEGAL RIGHT-OF-WAY
- PROPOSED 2.0" HILL & OVERLAY
- PROPOSED VARIABLE DEPTH HILL & OVERLAY
- PROPOSED FULL DEPTH PAVEMENT
- REMOVE PAVEMENT, ADD 6" OF TOPSOIL, & SEED
- PROPOSED SANITARY SEWER LINE
- PROPOSED PIPE & NILET
- PROPOSED PAVEMENT BASE DRAIN
- PROPOSED WATER LINE
- PROPOSED OVERHEAD ELECTRIC
- PROPOSED UNDERGROUND ELECTRIC
- PROPOSED UNDERGROUND CANY
- PROPOSED GAS LINE
- PROPOSED SANITARY MANHOLE
- PROPOSED STORM MANHOLE
- PROPOSED UTILITY POLE
- PROPOSED FIRE HYDRANT
- PROPOSED DWS
- PROPOSED DEPRESSED CURB
- EXISTING SANITARY SEWER LINE
- EXISTING STORM SEWER LINE
- EXISTING WATER LINE
- EXISTING GAS LINE
- EXISTING OVERHEAD ELECTRIC
- EXISTING SANITARY MANHOLE
- EXISTING STORM MANHOLE
- EXISTING SIGN
- EXISTING UTILITY POLE
- EXISTING FIRE HYDRANT
- EXISTING DEPRESSED CURB



PENNONI ASSOCIATES INC.
2041 Avenue C, Suite 100
Baltimore, PA 18107
T 610.231.0800 F 610.231.2033

STROUD TOWNSHIP
1211 N. FIFTH ST.
STROUDSBURG, PENNSYLVANIA 18280

PENNA POWER & LIGHT CO
STROUD TOWNSHIP

PROJECT: LUKH 1301
DATE: 2015-09-01
DRAWING SCALE: 1" = 50'

DRAWN BY: RMB
APPROVED BY: SMH

SHEET 1 OF 1

Exhibit E