

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

May 16, 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 Agreement;
the Williamsport Municipal Water Authority
Williamsport Township, Lycoming 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 Williamsport Municipal Water Authority located in Williamsport Township, Lycoming 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 May 16, 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,

Paul E. Russell

Enclosures

Prepared By: PPL Electric Utilities Corporation

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

Parcel ID#: 53-002.0-0550.00-00

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Agreement”), made this 3rd day of May, 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 **WILLIAMSPORT MUNICIPAL WATER AUTHORITY**, having a mailing address of 253 West Fourth Street, Williamsport, PA 17701, hereinafter called “GRANTEE.”

WITNESSETH

WHEREAS, GRANTOR is the owner of a certain Property located in South Williamsport Township, Lycoming County, Pennsylvania which Property is more fully described in Deed Book 0388, Page 0065 dated April 23rd, 1953 and recorded in the Lycoming County Recorder of Deeds Office, also identified as Tax Parcel 53-002.0-0550.00-00, hereinafter called “Property” and

WHEREAS, GRANTEE is desirous of obtaining a water tank easement area containing 122,211 square feet [“Exhibit A” for the purpose of construction, maintenance and repair of an above ground water tank and associated appurtenances (the “Facilities”), a 35 foot wide water line easement and a 20 foot wide access road, along with a temporary construction easement containing 10,309 square feet on the Property at the sole cost and expense of GRANTEE.

NOW, THEREFORE, GRANTOR for and in consideration of the sum of Twenty Six Thousand Six Hundred Dollar(s) (\$26,600), and other mutual covenants, conditions and promises set forth herein, hereby grants unto GRANTEE, its successors and assigns, the water tank, water line, access road and temporary construction easements 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:

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

[REMAINDER OF 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

Manager- Siting/ROW/Permitting/RE



WITNESS:

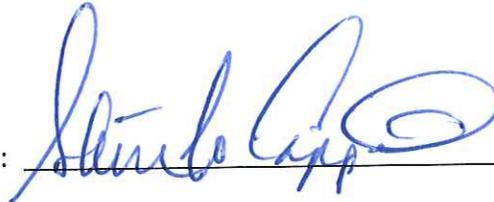
Williamsport Municipal Water Authority

By: _____

Steven W. Cappelli

Chairman

Williamsport Municipal Water Authority



COMMONWEALTH OF PENNSYLVANIA)

: SS

COUNTY OF LEHIGH)

On this the 3rd day of May, 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-Siting/ROW/Permitting/RE of PPL Electric Utilities Corporation, a corporation, and that she as such Manager- Siting/ROW/Permitting/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.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Janet M. Lembach, Notary Public
City of Allentown, Lehigh County
My Commission Expires March 29, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Janet M. Lembach

Notary Public

COMMONWEALTH OF PENNSYLVANIA)

: SS

COUNTY OF LYCOMING)

On this the 27th day of April, 2016 before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Steven W. Cappelli, 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.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
ELLEN L. DERR, NOTARY PUBLIC
CITY OF WILLIAMSPORT, LYCOMING COUNTY
MY COMMISSION EXPIRES DECEMBER 3, 2018

Ellen L. Derr

Notary Public



369 East Park Drive
Harrisburg, PA 17111
717.564.1121
FAX 717.564.1158
www.hrg-inc.com

**LEGAL DESCRIPTION
FOR
PERMANENT RIGHT-OF-WAY ENCOMPASSING WATER TANK FACILITY
WILLIAMSPORT MUNICIPAL WATER AUTHORITY**

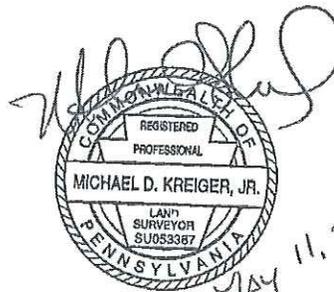
ALL THAT CERTAIN tract of land situate in South Williamsport Borough and Armstrong Township, Lycoming County, Commonwealth of Pennsylvania, located south of West Mountain Avenue, comprising a Permanent Right-of-Way Encompassing a Water Tank Facility:

BEGINNING at the western most corner of the herein tract, said point being located South 73 degrees 35 minutes 53 seconds East, a distance of 161.44 feet from a rebar (found) at the property line between lands now or formerly of Robert Hutchins, Sr. and PP&L; thence continuing through said lands of PPL and along the southern line of a 35' right-of-way by a line on a curve to the right having a radius of 460.85 feet, an arc length of 78.91 feet and a chord bearing of North 31 degrees 37 minutes 53 seconds East, a distance of 78.82 feet to a point on the southern right-of-way line of a 20' wide permanent access easement; thence along said access easement North 39 degrees 42 minutes 40 seconds East, a distance of 11.41 feet to a point; thence continuing through said lands of PP&L the following four (4) courses:

1. North 80 degrees 19 minutes 47 seconds East, a distance of 336.49 feet;
2. South 09 degrees 38 minutes 34 seconds East, a distance of 240.00 feet;
3. South 80 degrees 19 minutes 47 seconds West, a distance of 310.00 feet;
4. North 36 degrees 20 minutes 10 seconds West, a distance of 194.00 feet to the POINT OF BEGINNING.

Containing 1.972 Acres.

As based on a plan titled "Permanent Waterline Right-of-Way and Temporary Construction Easement for Williamsport Municipal Water Authority," prepared by Herbert, Rowland & Grubic, Inc., dated May 2015.





369 East Park Drive
Harrisburg, PA 17111
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**LEGAL DESCRIPTION
FOR
35' WIDE PERMANENT WATERLINE RIGHT-OF-WAY
WILLIAMSPORT MUNICIPAL WATER AUTHORITY**

ALL THAT CERTAIN tract of land situate in South Williamsport Borough, Lycoming County, Commonwealth of Pennsylvania, located south of West Mountain Avenue, comprising a 35' wide Permanent Waterline Easement:

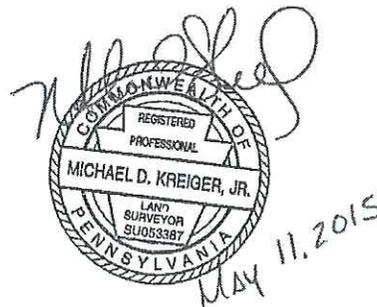
BEGINNING at a point on the southern right-of-way line of West Mountain Avenue and the northern line of lands now or formerly of PP&L; thence along the centerline of a 35' Permanent Waterline Easement the following two (2) courses:

1. South 09 degrees 10 minutes 56 seconds West, a distance of 507.55 feet;
2. South 54 degrees 40 minutes 13 seconds East, a distance of 51.81 feet to a point on the northern line of the Permanent Right-of-Way Encompassing the Water Storage Tank Facility.

Containing 19,567 square feet more or less.

As based on a plan titled "Permanent Waterline Right-of-Way and Temporary Construction Easement for Williamsport Municipal Water Authority," prepared by Herbert, Rowland & Grubic, Inc., dated May 2015.

The western line of the described is partly bounded by lands now or formerly of Bruce Caun.





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**LEGAL DESCRIPTION
FOR
20' WIDE ACCESS EASEMENT
WILLIAMSPORT MUNICIPAL WATER AUTHORITY**

ALL THAT CERTAIN tract of land situate in South Williamsport Borough, Lycoming County, Commonwealth of Pennsylvania, located south of West Mountain Avenue, comprising a 20' wide Access Easement:

BEGINNING at a point on the southern right-of-way line of West Mountain Avenue and the northern property line of lands of PP&L; thence along the centerline of a 20' Permanent Access Easement the following ten (10) courses:

1. South 17 degrees 14 minutes 43 seconds West, a distance of 173.38 feet;
2. South 31 degrees 27 minutes 41 seconds West, a distance of 87.99 feet;
3. A line on a curve to the right having a radius of 154.42 feet, an arc length of 58.88 feet and a chord bearing of South 68 degrees 16 minutes 32 seconds West, a distance of 58.52 feet;
4. A line on a curve to the left having a radius of 98.64 feet, an arc length of 78.82 feet and a chord bearing of South 59 degrees 06 minutes 25 seconds West, a distance of 76.74 feet;
5. South 10 degrees 41 minutes 55 seconds West, a distance of 114.72 feet;
6. South 28 degrees 27 minutes 49 seconds West, a distance of 44.93 feet;
7. South 49 degrees 05 minutes 45 seconds West, a distance of 77.99 feet;
8. South 52 degrees 55 minutes 10 seconds West, a distance of 82.54 feet;
9. South 45 degrees 45 minutes 31 seconds West, a distance of 89.13 feet;
10. South 39 degrees 42 minutes 40 seconds West, a distance of 46.15 feet to a point on the eastern line of the 35' wide Permanent right-of-way.

Containing 17,090 square feet more or less.

As based on a plan titled "Permanent Waterline Right-of-Way and Temporary Construction Easement for Williamsport Municipal Water Authority," prepared by Herbert, Rowland & Grubic, Inc., dated May 2015.

Said Access Easement is intended to be centered on an existing gravel drive.

