

Paul E. Russell
Associate General Counsel

PPL
Two North Ninth Street
Allentown, PA 18101-1179
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perussell@pplweb.com



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

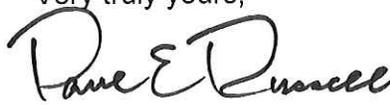
Re: PPL Electric Utilities Corporation Easement Transfer Agreement; the Northampton Borough Municipal Authority Allen Township, Northampton County, Pennsylvania

Dear Secretary Chiavetta:

Enclosed for filing on behalf of PPL Electric Utilities Corporation ("PPL Electric") is an Easement Transfer Agreement between PPL Electric and the Northampton Borough Municipal Authority located in Allen Township, Northampton 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

EASEMENT TRANSFER OPTION AGREEMENT

This Easement Transfer Agreement ("Agreement") is made and entered into as of the 10th day of MAY, 2016, by and between PPL Electric Utilities Corporation ("PPL") and Northampton Borough Municipal Authority ("NBMA").

BACKGROUND

WHEREAS, NBMA was granted a Deed of Easement for Water Line on February 25, 2010, which was recorded on March 2, 2010, in the Northampton County Recorder of Deeds Office at Instrument #2010005759 ("Original Easement");

WHEREAS, the Original Easement was granted by Cihylik Farms, a Pennsylvania partnership, over its property located in Allen Township, Northampton County, Pennsylvania alongside Cherryville Road, Northampton, PA 18067, further identified as Tax Parcel ID K3-10-14 ("Property");

WHEREAS, the Original Easement allowed for, inter alia, NBMA to construct, install, and maintain an elevated water tank, lines, pumping stations, and other water supply system facilities (collectively "NBMA Facilities");

WHEREAS, PPL is contemplating the acquisition of either a portion or the entire Property to construct a substation;

WHEREAS, the Original Easement, and future NBMA Facilities would impede and interfere with PPL's plans to construct a substation on the Property;

WHEREAS, PPL has offered, and NBMA has accepted PPL's offer to provide a replacement easement on PPL owned property located in Allen Township, Northampton County, Pennsylvania alongside Cherryville Road, Northampton, PA 18067, further identified as Tax Parcel ID K3-10-12-0501E and K3-10-12-0501 ("Relocation Property"), in exchange for NBMA extinguishing the Original Easement on the Property.

NOW, THEREFORE, the parties, in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, the sufficiency and adequacy of which being acknowledged, and intending to be legally bound hereby, incorporate the forgoing background provisions by reference and agree as follows:

1. NBMA hereby grants, subject to the terms of this Agreement, PPL the option for PPL to require NBMA to extinguish the Original Easement, provided that PPL grants NBMA Replacement Easement (hereinafter defined) rights on the Relocation Property ("Option").
2. Within ninety (90) days of either the Effective Date of this Agreement, or receipt of the Option Notice (hereinafter defined), whichever is later, NBMA shall conduct feasibility

studies ("Feasibility Period") to determine if the Relocation Property is suitable for the NBMA Facilities (collectively "Feasibility Studies"). The Feasibility Studies shall include, but not be limited to, core bore drillings, surveys, title searches, and environmental studies. NBMA shall provide PPL written notice during the Feasibility Period, if NBMA determines, in its reasonable discretion, that it cannot relocate the NBMA Facilities on to the Relocation Property, and NBMA will be relieved of any obligation to provide PPL the Option (hereinafter defined) in accordance with section 5 of this Agreement. If NBMA fails to provide written notice to PPL during the Feasibility Period it shall be presumed that NBMA is satisfied with the results of the Feasibility Studies and NBMA is agreeable to granting PPL the Option. PPL represents and warrants that it has good unencumbered clear title to the Relocation Property, and that PPL has the full right and authority to grant the Replacement Easement and Relocated Access to NBMA.

3. Within ninety (90) days of either PPL acquiring title of a portion or all of the Property, or the Effective Date, whichever is later PPL shall notify NBMA in writing of PPL's intent to exercise the Option ("Option Notice"). Upon receipt of the Option Notice, NBMA shall diligently pursue all applicable permits and approvals to locate the NBMA Facilities on the Relocation Property, including but not limited to, all applicable municipal, state and federal permits, approvals, and authorizations (collectively "Permits and Approvals"). NBMA shall have one (1) year from receipt of the Option Notice to obtain the Permits and Approvals ("Approvals Period"). If NBMA is unable, despite its diligent and reasonable efforts, to obtain the Permits and Approvals during the Approvals Period, NBMA shall be relieved of its obligation to provide PPL the Option in accordance with section 5 of this Agreement.

4. Upon obtaining the Permits and Approvals, NBMA shall within fourteen (14) days execute and provide to PPL for recording an extinguishment agreement substantially in the same form as the agreement attached hereto as Exhibit "A" and incorporated by reference herein ("Extinguishment Agreement"). PPL shall not be permitted to record the Extinguishment Agreement until such time as it provides NBMA an executed Replacement Easement, approved by the PUC (hereinafter defined), and in substantially the same form as the agreement attached hereto as Exhibit "B" and incorporated by reference herein ("Replacement Easement"). The easement area shown on the Replacement Easement shall hereinafter be referred to as the "Primary Location."

5. In the event that NBMA is relieved of the obligation to provide the Option under sections 2 or 3 of this Agreement, NBMA and PPL shall diligently pursue finding an alternate location on the Relocation Property which is acceptable to NBMA, and for which NBMA can obtain the Permits and Approvals ("Secondary Location"). NBMA shall be permitted to investigate and pursue the Secondary Location in a manner and under the same timeframe consistent with the investigation and permitting process for the Primary Location, with PPL being responsible for the cost of the investigation and permitting process for the Secondary

Location. If the Secondary Location is not feasible or NBMA is unable to obtain Permits and Approvals, NBMA shall be permitted to retain the Original Easement rights with the exception of the access road. In the instance where NBMA retains its Original Easement rights, or upon the request of PPL, NBMA shall extinguish its access rights over the Property, and PPL shall provide replacement access rights over the Relocation Property which will provide access to the Property and the Original Easement ("Relocated Access"). The existing access shall be extinguished by recording a document substantially similar in form to the Extinguishment Agreement, but only pertaining to access under the Original Easement, and the Relocated Access shall be provided by recording a document substantially similar in form to the Replacement Easement, but only granting access rights over the Relocation Property.

6. PPL shall pay NBMA up to One Hundred and Five Thousand (\$105,000.00) Dollars for costs NBMA incurs in providing the Option and relocating the NBMA Facilities ("Relocation Costs"). Proper Relocation Costs shall include all costs investigating the Relocation Property during the Feasibility Period, obtaining the Permits and Approvals, and any other cost incurred by NBMA in complying the terms of this Agreement, including but not limited to, administrative, consulting, and legal costs. PPL shall pay NBMA the Relocation Costs in the following manner:

- a. PPL shall pay NBMA Twenty Thousand 00/00 (\$20,000.00) Dollars upon the commencement of the Feasibility Period.
- b. PPL shall pay NBMA Eighty-Five Thousand 00/00 (\$85,000.00) Dollars upon the commencement of the Approvals Period.
- c. Upon request PPL shall pay for and obtain on NBMA's behalf a title search of the Relocated Property. PPL shall be responsible for all recording costs in connection with performance under this Agreement.

7. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, exclusive of its choice of law rules.

8. This Agreement constitutes the entire agreement between the Parties, and supersedes all prior agreements and undertakings relating thereto. This Agreement may not be modified, amended or discharged except by an instrument in writing signed by the Parties. No waiver or consent may be enforced unless such waiver or consent shall be in writing and signed by the Party against whom enforcement thereof is sought. This Agreement shall survive and not merge with the Extinguishment Agreement and Replacement Easement.

9. This Agreement shall benefit and be binding upon the Parties hereto and their respective successors, lessees, and permitted assigns.

10. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court or regulatory authority of competent jurisdiction, the Parties shall, to the extent possible, negotiate an equitable adjustment to the provisions of this Agreement, with a view toward effecting the purpose of this Agreement, and the validity and enforceability of the remaining provision hereof shall not be affected by such holding.

11. 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. Notwithstanding the forgoing, PPL shall remain obligated to pay for any Relocations Costs incurred by NBMA in the event that the PUC rejects this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

**PPL ELECTRIC UTILITIES
CORPORATION**

By:



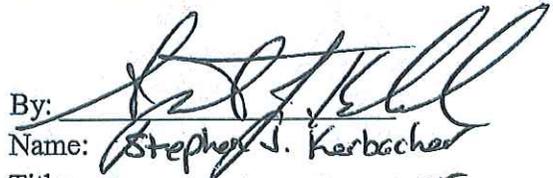
Colleen Kester

Manager – Transmission Siting,
Right-of-way, Permits, & Real Estate

kw

**NORTHAMPTON BOROUGH
MUNICIPAL AUTHORITY**

By:



Name: Stephen J. Kerbacher

Title: General Manager

Exhibit "A"
"Extinguishment Agreement"

Prepared by: PPL Electric Utilities Corporation
Attn: Michael J. Shafer, Esq.
2 North Ninth Street
GENTW4
Allentown, PA 18101

Return to: PPL Electric Utilities Corporation
Attn: Michael J. Shafer, Esq.
2 North Ninth Street
GENTW4
Allentown, PA 18101

Tax Parcel ID: K3-10-14

RELEASE, DISCHARGE, AND TERMINATION OF RIGHT-OF-WAY

THIS RELEASE, DISCHARGE AND TERMINATION OF RIGHT-OF-WAY ("Release") is made this _____ day of _____, 2016 by Northampton Borough Municipal Authority ("NBMA"), for the benefit of PPL Electric Utilities Corporation ("PPL").

WITNESSETH

WHEREAS, by document dated February 25, 2010, and recorded in Northampton County Recorder of Deeds Office at Instrument #2010005759 ("**Original Document**"), Cihylik Farms, a Pennsylvania partnership ("**Grantor**"), granted a right-of-way to NBMA, over a certain tract of land owned by Grantor situated in Allen Township, County of Northampton, Pennsylvania, as more fully described in the Original Document (the rights provided are referred to as the "**Right-of-Way**");

WHEREAS, PPL has acquired title to the property located in Allen Township, Northampton County, Pennsylvania alongside Cherryville Road, Northampton, PA 18067, further identified as Tax Parcel ID K3-10-14 ("**Property**"), on which the Right-of-Way is situated;

WHEREAS, NBMA has agreed to release, discharge and extinguish the Right-of-Way granted to NBMA by the Original Document.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) paid, as well as other diverse consideration affecting the public welfare which NBMA seeks to advance, intending to be legally bound hereby, NBMA incorporates the foregoing recitals and agrees as follows:

Exhibit "A"
"Extinguishment Agreement"

1. Release of Rights. NBMA, for itself, its successors, lessees and assigns, does hereby completely, irrevocably, and without reservation, quitclaim, extinguish, nullify, abandon, and forever discharge, release and terminate all of its respective rights, title, and interest granted within the Right-of-Way, as evidenced by the Original Document (the "**Extinguished Rights**"), with all rights herein released to remain with and run with the land of PPL, its, successors and assigns.

TO HAVE AND TO HOLD all and singular, the rights and privileges in said Extinguished Rights hereby quitclaimed, extinguished, nullified, abandoned, discharged, released, terminated and mentioned unto PPL and its successors and assigns, forever. NBMA shall hereinafter have no rights, and assert no rights, in, on, through, under, across or over, any area encompassed by the Extinguished Rights by virtue of the Original Document granting the Right-of-Way.

2. Miscellaneous. This Release shall be legally binding on all parties hereto, their successors, lessees, and assigns and shall run with the land. This Release shall be recorded in the Office of the Recorder of Deeds, Northampton County, Pennsylvania.

3. Intent. It is the intent of this Release that all rights NBMA had to the Right-of-Way granted by the Original Document shall be forever extinguished.

IN WITNESS WHEREOF, and intending to be legally bound hereby, NBMA has executed this Release on the date first set forth above.

ATTEST:

**NORTHAMPTON BOROUGH
MUNICIPAL AUTHORITY**

By: _____

Name:

Title:

[Notary Acknowledgment Follows]

Exhibit "B"
"Replacement Easement"

This instrument solely grants, vests or confirms a public utility easement and is not subject to transfer tax. 61 Pa. Code. § 91.193(b)(28)

Prepared By: PPL Electric Utilities Corporation

Return to: PPL Electric Utilities
2 N 9th St
Allentown, PA 18101
Attn: J. Gregory Stroude

Parcel ID#: K3-10-12-0501E and K3-10-12-0501

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement"), made this _____ day of _____, 2016, ("Effective Date") by and between **PPL ELECTRIC UTILITIES CORPORATION**, f/k/a the Pennsylvania Power & Light Company, a Pennsylvania Corporation, having an address of Two North Ninth Street, Allentown, Pennsylvania 18101, hereinafter called "GRANTOR," and **NORTHAMPTON BOROUGH MUNICIPAL AUTHORITY**, a municipal authority duly authorized and lawfully existing pursuant to the Commonwealth of Pennsylvania's Municipality Authorities Act (codified at 53 P.S. Section 301 *et seq.*), as amended, doing business in Northampton, Pennsylvania, among other local municipalities, having a mailing address of 1 Clear Springs Drive, Northampton Borough, Northampton County, Pennsylvania 18067-0156, hereinafter called "GRANTEE."

WITNESSETH

WHEREAS, Pennsylvania Power & Light Company changed its name to PP&L, Inc. on September 12, 1997, by an Articles of Amendment – Domestic Business Corporation, attached hereto as Exhibit "C" and incorporated by reference herein; and

WHEREAS, PP&L, Inc. changed its name to PPL Electric Utilities Corporation on February 14, 2000, by an Articles of Amendment – Domestic Corporation, attached hereto as Exhibit "D" and incorporated by reference herein; and

WHEREAS, GRANTOR is the owner of a certain property located in Allen Township, Northampton County, Pennsylvania, which property is more fully described in Deed Book 373, Page 234, dated June 3, 1970 and recorded June 18, 1970 in the Northampton County Recorder of Deeds Office, also identified as Tax Parcels K3-10-12-0501E and K3-10-12-0501, hereinafter called "Property" and

WHEREAS, GRANTEE is desirous of obtaining an easement over the Property to construct, lay, install, operate, renew, alter, inspect, maintain, repair, add to, change the size of, replace, or remove such parts of GRANTEE'S water supply system including construction of an elevated water tank, lines, pumping stations, other utility lines, and other appurtenances pertaining

Exhibit "B"
"Replacement Easement"

thereto, as GRANTEE, may from time to time require or find to be necessary or convenient, including any pipes, conduits, manholes, grates, valves, boxes, drains, wires, structures, pumps, meters, and all other facilities which may be used or useful in connection therewith (collectively "GRANTEE's Facilities") in, upon, over, under, through and across the Property, all to be placed and located within the identified "Easement Area" ("Water Supply System Easement") as depicted on the plans entitled "Exhibit A" dated January 29, 2016, and last revised January 29, 2016, prepared by McTish, Kunkel & Associates, prepared by McTish, Kunkel & Associates, which are attached hereto as Exhibit "A" and incorporated by reference herein (the "Plans"), and more fully described in the legal description attached hereto as Exhibit "B-1", and

WHEREAS, GRANTEE is desirous of obtaining access easement as depicted on the Plans for the purpose of ingress and egress to and from GRANTEE's Facilities, and more fully described in the legal description attached hereto as Exhibit "B-2" ("Access Easement"). The Water Supply System Easement and Access Easement shall hereinafter sometimes be referred to as collectively the "Easement"; and

WHEREAS, GRANTOR agrees to grant GRANTEE the Easement subject to the terms and conditions contained in this Agreement; and

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, Lessees, and assigns, the exclusive perpetual Easement for the installation of GRANTEE's Facilities as depicted on the Plans, under and subject to the following terms and conditions:

1. The above recitals are hereby incorporated by reference, and any defined terms in said recitals shall have the same meaning throughout the entirety of this Agreement,

2. GRANTOR hereby grants GRANTEE the free and uninterrupted full right, use, and liberty to GRANTEE, and the privilege of and passage in and through, to enter upon said Easement with GRANTEE'S agents, contractors, workmen, employees, tools, appliances, materials and equipment, at all times as GRANTEE may need and require for the purpose of constructing, repairing, renewing or removing the aforesaid GRANTEE's Facilities, or any of them, as the occasion may require, in the discretion of the GRANTEE. GRANTOR acknowledges that it has reviewed and approved the GRANTEE Facilities shown on the Plans, and GRANTOR shall take no action to interfere or limit GRANTEE's ability to construct, operate, and maintain the Facilities as shown on the Plans.

3. GRANTOR agrees that the Easement shall remain unencumbered and unoccupied by GRANTOR from all buildings, structures, or plantings of any kind, and that the grade of the surface of the Easement Area will not be changed without GRANTEE's prior written approval, not to be unreasonably withheld.

4. GRANTEE shall have the right to cut down, trim, remove, and to keep cut down by mechanical means, any and all trees, tree roots, brush, or undergrowth on said Easement which in the judgment of the said GRANTEE, may at any time injure, endanger, or interfere with the

Exhibit "B"
"Replacement Easement"

construction, operation, maintenance, and repair of GRANTEE's Facilities, and in connection therewith, shall also have the right to remove, if necessary, the root systems of said trees, brush, or undergrowth, all costs which are to be assumed and paid for by the GRANTEE without any charge whatsoever against the GRANTOR.

5. GRANTEE shall limit the installation of GRANTEE's Facilities to within the Easement Area.

6. The installation of GRANTEE's Facilities shall be in compliance with any and all municipal, state and/or federal laws, statutes, rules, ordinances or regulations.

7. Prior to constructing GRANTEE's Facilities, GRANTEE shall submit construction plans to PPL, and PPL reserves the right to review and approve, with said approval not to be unreasonably withheld, the design of GRANTEE's Facilities and inspect the in-progress construction of GRANTEE's Facilities to ensure compliance with PPL's Critical Infrastructure Protection practices, especially as it pertains to physical access to the GRANTEE's elevated structure.

8. GRANTOR shall be relieved of all responsibility for any and all environmental matters or claims resulting from GRANTEE's Facilities or the repair and construction of GRANTEE's Facilities on the 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.

9. 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 Easement or the presence of GRANTEE or its agents or employees on the Property, including but not limited to indemnification against third-party claims or claims by employees or agents of GRANTEE.

10. This Agreement shall commence on the Effective Date and continue thereafter. However, should either party violate any of the reservations, terms, or conditions set forth in this Agreement and fails to cure such breach within a reasonable time, the non-breaching party may cure said breach at the breaching party's cost and expense.

11. This Agreement shall extend to and be binding upon the respective successors and assigns of each of the parties hereto.

12. This Agreement shall not be amended, altered, or modified except by an instrument in writing duly executed by both parties.

13. 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.

14. 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.

Exhibit "B"
"Replacement Easement"

15. 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.

16. Blasting on the Property prohibited unless prior written approval is obtained from GRANTOR, not to be unreasonably withheld.

17. Any cranes or other equipment which may be used in close proximity to GRANTOR's lines and facilities for installation or repair of GRANTEE's 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. GRANTOR is only permitted to construct overhead electric lines across the Access Easement and not the Water Supply System Easement.

18. GRANTEE and GRANTOR shall each conduct an AC Mitigation and Cathodic Protection Study for their respective facilities, and provide said study to the other party. GRANTOR and GRANTEE shall only be responsible to protect its own facilities, and shall not be obligated to perform any AC mitigation or cathodic protection on the other party's facilities regardless of the findings of any AC Mitigation and Cathodic Protection Studies.

19. No planting shall be allowed to exceed 10 feet in height. If, upon request from GRANTOR, GRANTEE refuses to maintain plantings to this height, GRANTOR reserves the right to either remove or maintain plantings at GRANTEE's expense.

20. GRANTOR retains the right to use the Access Easement, provided that such use does not interfere with GRANTEE's use of the Easement, and that GRANTOR equally share maintenance costs associated with the Access Easement.

To have and to hold, said Easement, and appurtenances, and all and singular the privileges aforesaid hereby granted or mentioned unto the said GRANTEE, to and for only the proper use and behoof of said GRANTEE forever, as and for Water Supply System Easement and Access Easement.

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

Exhibit "B"
"Replacement Easement"

WITNESS:

PPL ELECTRIC UTILITIES CORPORATION

By: _____
Colleen Kester
Manager- Transmission Siting, ROW, Permits, and
Real Estate

WITNESS:

NORTHAMPTON BOROUGH
MUCNIPAL AUTHORITY

By: _____
Name: _____
Title: _____

Exhibit "B"
"Replacement Easement"

COMMONWEALTH OF PENNSYLVANIA)

: SS

COUNTY OF _____)

On this the _____ day of _____, 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 Transmission Siting, ROW, Permits, & Real Estate of PPL Electric Utilities Corporation, a corporation, and that she as such Manager Transmission Siting, ROW, Permits, & 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.

Notary Public

COMMONWEALTH OF PENNSYLVANIA)

: SS

COUNTY OF _____)

On this the _____ day of _____, 2016 before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared _____, 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.

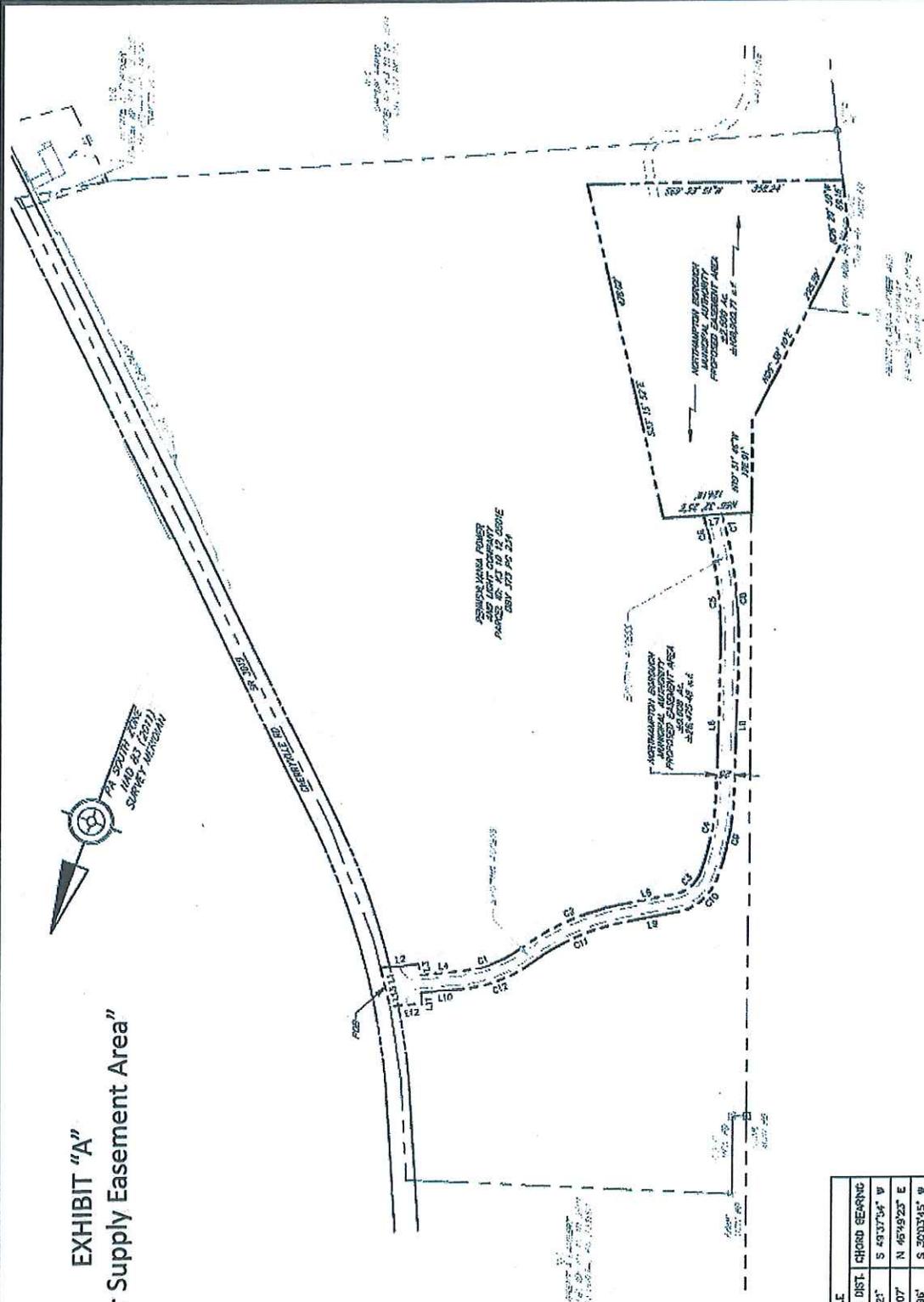
Notary Public

EXHIBIT "A" "Water Supply Easement Area"



LINE	BEARING	LENGTH
L1	N04°28'41"W	27.80
L2	S85°18'20"W	54.73
L3	S24°21'40"E	15.00
L4	S65°18'20"W	55.90
L5	S58°41'19"W	70.00
L6	S18°25'03"E	194.78
L7	S88°22'25"W	25.87
L8	S18°20'03"E	194.78
L9	S58°41'19"W	70.00
L10	S85°18'20"W	50.96
L11	S24°21'40"E	15.00
L12	S65°18'20"W	45.37
L13	N04°28'41"W	27.80

CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BEARING
C1	172.50'	84.36'	93.21'	S 49°37'04" W
C2	332.50'	149.32'	148.07'	N 65°49'23" E
C3	47.50'	48.12'	48.96'	S 39°03'45" W
C4	337.50'	111.09'	106.26'	S 8°58'26" E
C5	637.50'	147.12'	146.79'	S 25°51'43" E
C6	382.50'	48.30'	48.27'	S 35°15'27" E
C7	407.50'	44.56'	44.56'	S 34°48'28" E
C8	662.50'	162.08'	162.55'	S 28°51'43" E
C9	362.50'	118.29'	118.75'	S 8°59'26" E
C10	72.50'	74.98'	71.68'	S 30°03'45" W
C11	307.50'	136.10'	136.94'	N 45°49'23" E
C12	187.50'	108.05'	108.71'	S 65°37'54" W



McTISH, KUNKEL & ASSOCIATES
 consulting engineers planners & surveyors
 3500 Winchester Road 1500 Sycamore Rd
 Suite 300 Suite 320
 Allentown, PA 18104 Montoursville, PA 17754
 610-841-2700 570-368-3040
 CCP.VRIGHT, 2/016

DATE: 01/29/16
 DRAWN BY: JMS
 CHECKED BY: BKP
 SCALE: 1" = 200'

EXHIBIT PLAN

PROPOSED EASEMENT AREAS TO BE GRANTED TO NORTHAMPTON BOROUGH MUNICIPAL AUTHORITY BY PENNSYLVANIA POWER AND LIGHT COMPANY

Exhibit B-1

LEGAL DESCRIPTION
Easement Area

GRANTOR: PPL Electric Utilities Corporation
(f/k/a: Pennsylvania Power and Light Company)

GRANTEE: Northampton Borough Municipal Authority

All that certain lot, piece or parcel of land situated in the Township of Allen, County of Northampton and Commonwealth of Pennsylvania, being the Proposed Easement Area on lands of Pennsylvania Power and Light Company (DBV 373 pg 234) as shown on Exhibit Plan, prepared by McTish, Kunkel & Associates, Allentown, PA, dated February 10, 2016, bounded and described as follows, to wit:

BEGINNING at a point, a stone found marking the southwest corner of the aforementioned lands of Pennsylvania Power and Light Company (DBV 373 pg 234) and also a corner of other lands of Pennsylvania Power and Light Company (DBV B40 pg 356) as shown on the aforementioned plan;

Thence from said stone, passing over a concrete monument found, and along the dividing line of lands of aforementioned Pennsylvania Power and Light Company properties, N06°38'10"E 295.29 feet to a point; thence continuing along said dividing lines, N19°51'46"W, 126.91 feet to a point;

Thence through lands of Pennsylvania Power and Light Company (DBV 373 pg 234), the following three (3) courses and distances:

- 1) N66°32'25"E 124.18 feet to a point;
- 2) S33°15'52"E 476.02 feet to a point;
- 3) S69°23'51"W 358.24 feet to a point on a dividing line of aforementioned Pennsylvania Power and Light Company properties;

Thence along said dividing line, passing over a concrete monument found, N26°20'50"W 69.16 feet to the POINT OF BEGINNING.

CONTAINING: 108,900.71 square feet (2.500 acres) of land more or less

Legal description prepared by: McTish, Kunkel & Associates

Exhibit B-2

LEGAL DESCRIPTION Access Easement

GRANTOR: PPL Electric Utilities Corporation
(f/k/a: Pennsylvania Power and Light Company)

GRANTEE: Northampton Borough Municipal Authority

All that certain lot, piece or parcel of land situated in the Township of Allen, County of Northampton and Commonwealth of Pennsylvania, being the proposed access easement through the lands of Pennsylvania Power and Light Company (DBV 373 pg 234) as shown on Exhibit Plan, prepared by McTish, Kunkel & Associates, Allentown, PA, dated February 10, 2016, bounded and described as follows, to wit:

BEGINNING at a point in the bed of Cherryville Road (SR 3019) on line of lands of aforementioned Pennsylvania Power and Light Company, said point identified as "POB" on the aforementioned plan;

Thence from said Point Of Beginning, through the bed of Cherryville Road and along lands of Pennsylvania Power and Light Company S34°26'41"E, 27.90 feet to a point; thence leaving the bed of said road, and through lands of Pennsylvania Power and Light Company S65°18'20"W, 54.73 feet to a point; thence continuing through lands of Pennsylvania Power and Light Company the following ten (10) courses and distances:

- 1) N24°41'40"W 15.00 feet to a point;
- 2) S65°18'20"W 55.96 feet to a point;
- 3) Along a curve to the left having a radius of 172.50 feet, an arc length of 94.38 feet, a chord bearing of S 49°37'54" W and chord length of 93.21 feet to a point;
- 4) Along a curve to the right having a radius of 332.50 feet, an arc length of 149.32 feet, a chord bearing of S 46°49'23" W and chord length of 148.07 feet to a point;
- 5) S59°41'19"W 79.69 feet to a point;
- 6) Along a curve to the left having a radius of 47.50 feet, an arc length of 49.12 feet, a chord bearing of S 30°03'45" W and chord length of 46.96 feet to a point;
- 7) Along a curve to the left having a radius of 337.50 feet, an arc length of 111.06 feet, a chord bearing of S 08°59'26" E and chord length of 110.56 feet to a point;
- 8) S18°25'03"E 194.78 feet to a point;
- 9) Along a curve to the left having a radius of 637.50 feet, an arc length of 147.12 feet, a chord bearing of S 25°01'43" E and chord length of 146.79 feet to a point;
- 10) Along a curve to the left having a radius of 382.50 feet, an arc length of 48.30 feet, a chord bearing of S 35°15'27" E and chord length of 48.27 feet to a point on line of a proposed easement area also for the Northampton Borough Municipal Authority;
- 11) Thence along said proposed easement line S66°32'25"W 25.87 feet to a point;

Exhibit B-2

thence continuing through lands of Pennsylvania Power and Light Company the following eleven (11) courses and distances:

- 1) Along a curve to the right having a radius of 407.50 feet, an arc length of 44.58 feet, a chord bearing of N 34°46'26" W and chord length of 44.56 feet to a point;
- 2) Along a curve to the right having a radius of 662.50 feet, an arc length of 152.88 feet, a chord bearing of N 25°01'43" W and chord length of 152.55 feet to a point;
- 3) N18°25'03"W 194.78 feet to a point;
- 4) Along a curve to the right having a radius of 362.50 feet, an arc length of 119.29 feet, a chord bearing of N 08°59'26" W and chord length of 118.75 feet to a point;
- 5) Along a curve to the right having a radius of 72.50 feet, an arc length of 74.98 feet, a chord bearing of N 30°03'45" E and chord length of 71.68 feet to a point;
- 6) N59°41'19"E 79.69 feet to a point;
- 7) Along a curve to the left having a radius of 307.50 feet, an arc length of 138.10 feet, a chord bearing of N 46°49'23" E and chord length of 136.94 feet to a point;
- 8) Along a curve to the right having a radius of 197.50 feet, an arc length of 108.06 feet, a chord bearing of N 49°37'54" E and chord length of 106.71 feet to a point;
- 9) N65°18'20"E 55.96 feet to a point;
- 10) N24°41'40"W 15.00 feet to a point;
- 11) N65°18'20"E 45.27 feet to a point in the bed of aforesaid Cherryville Road;

thence continuing through the bed of Cherryville Road S34°26'41"E, 27.90 feet to the the POINT OF BEGINNING.

CONTAINING: 26,475.48 square feet (0.608 acres) of land more or less

Legal description prepared by: McTish, Kunkel & Associates

9768-838

Exhibit "C"

SEP 12 1997

Microfilm Number _____

Filed with the Department of State on _____

Entity Number 273941

[Signature]
Secretary of the Commonwealth

ARTICLES OF AMENDMENT-DOMESTIC BUSINESS CORPORATION
DSCB:15-1915 (Rev 81)

In compliance with the requirements of 15 Pa.C.S. § 1915 (relating to articles of amendment), the undersigned business corporation, desiring to amend its Articles, hereby states that:

1. The name of the corporation is: Pennsylvania Power & Light Company

2. The (a) address of this corporation's current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) Two North Ninth Street, Allentown, PA 18101 Lehigh
Number and Street City State Zip County

(b) c/o: _____
Name of Commercial Registered Office Provider County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

3. The statute by or under which it was incorporated is: PA Business Corporation Law of 1988

4. The date of its incorporation is: June 4, 1920

5. (Check, and if appropriate complete, one of the following):

The amendment shall be effective upon filing these Articles of Amendment in the Department of State.
 The amendment shall be effective on: _____ at _____
Date Hour

6. (Check one of the following):

The amendment was adopted by the shareholders (or members) pursuant to 15 Pa.C.S. § 1914(a) and (b).
 The amendment was adopted by the board of directors pursuant to 15 Pa.C.S. § 1914(c).

7. (Check, and if appropriate complete, one of the following):

The amendment adopted by the corporation, set forth in full, is as follows:
"The name of the corporation is PP&L, Inc."

The amendment adopted by the corporation is set forth in full in Exhibit A attached hereto and made a part hereof.

SEP 12 97

PA Dept. of State

9768- 839

DSCB:15-1915 (Rev 91)-2

8. (Check if the amendment restates the Articles):

The restated Articles of Incorporation supersede the original Articles and all amendments thereto.

IN TESTIMONY WHEREOF, the undersigned corporation has caused these Articles of Amendment to be signed by a duly authorized officer thereof this 12th day of September, 1997.

Pennsylvania Power & Light Company

(Name of Corporation)

BY: Robert J. Grey
Robert J. Grey (Signature)

TITLE: Senior Vice President, General
Counsel and Secretary

Exhibit "D"

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU
ROOM 308 NORTH OFFICE BUILDING,
P.O. BOX 8722
HARRISBURG, PA 17105-8722

2

FR

FF

PP&L, INC.

THE CORPORATION BUREAU IS HAPPY TO SEND YOU YOUR FILED DOCUMENT,
PLEASE NOTE THE FILE DATE AND THE SIGNATURE OF THE SECRETARY OF THE
COMMONWEALTH. THE CORPORATION BUREAU IS HERE TO SERVE YOU AND WANTS
TO THANK YOU FOR DOING BUSINESS IN PENNSYLVANIA. IF YOU HAVE ANY
QUESTIONS PERTAINING TO THE CORPORATION BUREAU, CALL (717) 787-1057.

FR

FF

ENTITY NUMBER: 0273941

MICROFILM NUMBER: 09768

0838-0839

MORGAN LEWIS & BOCKIUS
COUNTER

Microfilm Number 200013-110

Filed with the Department of State on FEB 14 2000

Entity Number 273941

Kim Duggan-John
Secretary of the Commonwealth

JK

ARTICLES OF AMENDMENT-DOMESTIC BUSINESS CORPORATION
DSCB:15-1915 (Rev 90)

In compliance with the requirements of 15 Pa.C.S. § 1915 (relating to articles of amendment), the undersigned business corporation, desiring to amend its Articles, hereby states that:

1. The name of the corporation is: PP&L, Inc.

2. The (a) address of this corporation's current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) 2 N. 9th St., Allentown, PA 18101-1179, Lehigh
Number and Street City State Zip County

(b) c/o: _____
Name of Commercial Registered Office Provider County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

The statute by or under which it was incorporated is: Pennsylvania Business Corporation Law.

4. The date of its incorporation is: 6/4/20

5. (Check, and if appropriate complete, one of the following):

The amendment shall be effective upon filing these Articles of Amendment in the Department of State.
 The amendment shall be effective on: _____ at _____
Date Hour

6. (Check one of the following):

The amendment was adopted by the shareholders (or members) pursuant to 15 Pa.C.S. § 1914(a) and (b).
 The amendment was adopted by the board of directors pursuant to 15 Pa.C.S. § 1914(c).

7. (Check, and if appropriate complete, one of the following):

The amendment adopted by the corporation, set forth in full, is as follows:
The name of the corporation is PPL Electric Utilities Corporation.

The amendment adopted by the corporation is set forth in full in Exhibit A attached hereto and made a part hereof.

PA. DEPT. OF STATE
2000 FEB 14 AM 10:38

200013 119

8. (Check if the amendment restates the Articles):

The restated Articles of Incorporation supersede the original Articles and all amendments thereto.

IN TESTIMONY WHEREOF, the undersigned corporation has caused these Articles of Amendment to be signed by a duly authorized officer thereof this 14th day of February, ~~19~~ 2000.

PP&L, INC.

(Name of Corporation)

BY:

James E. Abel
James E. Abel

(Signature)

TITLE:

Vice President-Finance and Treasurer