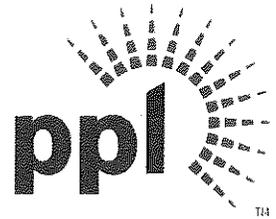


Paul E. Russell
Associate General Counsel

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



E-File

June 6, 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 Crossing Agreement;
Upper Saucon Township,
Center Valley, Lehigh County, Pennsylvania**

Dear Secretary Chiavetta:

Enclosed for filing on behalf of PPL Electric Utilities Corporation ("PPL Electric") is a Crossing Agreement between PPL Electric and Upper Saucon Township located in Center Valley, 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 June 6, 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

Return to: Janet M. Lembach
PPL Electric Utilities, GENN 4
2 N. 9th Street
Allentown, PA 18101

Parcel Nos: (N/A)
Municipality: (Upper Saucon Township)
County: (Lehigh)

CROSSING AGREEMENT

THIS CROSSING AGREEMENT is made this 24th day of May, 2016, (the "Effective Date") between **PPL ELECTRIC UTILITIES CORPORATION**, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having an address of 2 N. 9th Street, Allentown, Pennsylvania 18101, hereinafter called "PPL," and **UPPER SAUCON TOWNSHIP**, a Township of Second Class, organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal place of business located at 5500 Camp Meeting Road, Center Valley, Lehigh County, Pennsylvania 18034, hereinafter called "Requester."

WITNESSETH

WHEREAS, 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. Section 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; and

WHEREAS, Requester has proposed improvements on a certain property located in Upper Saucon Township, Lehigh County, Pennsylvania, identified within Pennsylvania Department of Transportation ROW along the northern side of Center Valley Parkway (S.R. 2044); and

WHEREAS, PPL has an existing license to construct, operate, maintain, replace or rebuild an electric transmission line (“PPL Lines/Facilities”) across and over the “Property” pursuant to a Reservations in Deed recorded in the Recorder of Deeds Office in and for Lehigh County at Book 1538, Page 170 (“ROW”); and

WHEREAS, PPL is agreeable to allowing the installation of a main water line (“Improvements”) which are more fully identified on the Plan and Profile prepared by Hanover Engineering Associates Inc., entitled Center Valley Water Main Extension, sheet 1 of 5, 2-10-16 and last revised 4-26-16 (“Plans”), which plans are attached hereto and made a part hereof, to pass under the PPL Lines under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Both Parties Intending To Be Legally Bound, and PPL insofar as it has the right to do so, hereby allows Requester, their successors and assigns to the privilege of crossing beneath PPL lines as shown on the Plans.

UNDER AND SUBJECT, NEVERTHELESS, to the following reservations, restrictions and conditions:

1. Requester shall limit the installation of the Facilities to those identified on the Plans approved by PPL.
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 PPL.
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. PPL reserves unrestricted rights of ingress and egress for line maintenance, repair, reconstruction or other work, and access to PPL’s facilities shall at no time be impeded by Requester.
6. Requester 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. PPL 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 PPL ROW, and any such matters shall be resolved without expense to PPL and with the approval of, and to the satisfaction of, all appropriate local, state and federal governmental agencies.
8. Requester hereby releases, quitclaims, discharges, indemnifies, defends and holds harmless PPL, 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 Requester or its agents or employees within the PPL ROW, including but not limited to indemnification against third-party claims or claims by employees or agents of Requester.
9. Requester releases PPL from any and all damages to the Facilities or losses sustained by Requester caused by PPL'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 Requester or its employees or agents damage any PPL facilities, including underground facilities, the damage shall be reported immediately to PPL and Requester shall be responsible to reimburse PPL for all costs and expenses incurred by PPL in repairing the damaged facilities.
11. Requester agrees to restore the subject right of way 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 Requester 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 PPL in written notice to Requester from PPL, PPL may terminate this Agreement and PPL may cure said breach at Requestor'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. If counterpoise, usually 12 inches to 18 inches below grade, or any other PPL facility is damaged or severed, the damage shall be reported immediately to PPL. The damaged facility will be re-established by PPL at the responsible party's expense.
19. Any cranes or other equipment which may be used in close proximity to PPL'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.
20. Relocation or temporary reinforcement of PPL's facilities, if any, will be performed by PPL at the sole expense of Requester.
21. If required, a barrier approved by PPL, shall be installed at Requester's expense to protect PPL facilities.
22. Contractors must exercise extreme caution to avoid shock hazards.
23. Cathodic protection that may be required shall be installed and maintained by Requester at no expense to PPL. Requester shall be responsible for any mitigation costs that may result from the use of the cathodic protection system to protect PPL's system, which may include the removal of the cathodic protection system at PPL's discretion. Remediation of stray voltage or currents on the pipeline due to the proximity to PPL's facilities will be at the expense of the Requester.
24. A 20' minimum horizontal separation shall be maintained from the centerline of any underground facility to the nearest parallel overhead line conductor to provide a safe working space during construction and maintenance of the underground facility.
25. Fences and any attachment to it shall not exceed the height approved on the Plans. If a fence is made of a conductive material, it shall be effectively grounded. Requester assumes responsibility and liability for determining, installing, and maintaining an effective grounding system, as necessary, and ensuring adequate safety protection against shock hazard for the life of the fence.

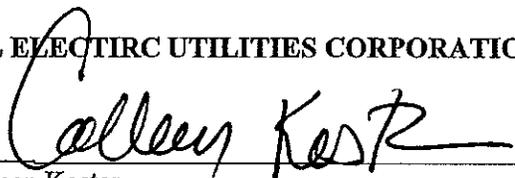
- 26. PPL reserves the right to trim or remove any tree or shrub that interferes with ingress, egress, maintenance or operation of PPL facilities without obligation to restore same.
- 27. No planting shall be allowed to exceed 10 feet in height. If, upon request from PPL, the property owner refuses to maintain plantings to this height, PPL reserves the right to either remove or maintain plantings at the owner's expense.
- 28. Permission herein granted shall continue in force until terminated at any time by PPL giving Requester, their successors and assigns, not less than sixty (60) days notice of its intention to terminate the same. It is to be understood that because of the nature of PPL's business, it may be required at any time for PPL to invoke the herein stated cancellation clause in order to ensure the integrity and use of its property or right of way.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first written above.

WITNESS:

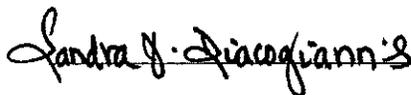


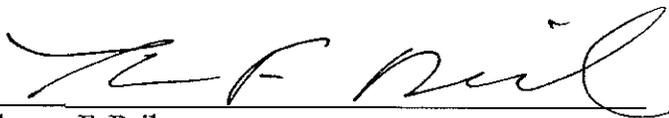
BY:
PPL ELECTRIC UTILITIES CORPORATION



Colleen Kester
Mgr.-Transmission Siting/ ROW/Permits/Real Estate

UPPER SAUCON TOWNSHIP





Thomas F. Beil
Township Manager

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF Lehigh §

On this 27th day of May, 2016 before me, the undersigned officer personally appeared COLLEEN KESTER who acknowledged herself to be the Manager of Siting, Right of Way, Permits & Real Estate, of PPL Electric Utilities Corporation a corporation, and that she as such Manager of Siting, Right of Way, 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 Manager of Siting, Right of Way, Permits & Real Estate.

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

Janet M. Lembach
Notary Public

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

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF Lehigh §

On this 24th day of MAY, 2016 before me, a notary public, the undersigned officer, personally appeared THOMAS F. BEIL, who acknowledged himself to be the Manager of the UPPER SAUCON TOWNSHIP, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained..

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

[Signature]
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
ROBERT E. KASSEL, JR., Notary Public
Upper Saucon Twp., Lehigh County
My Commission Expires February 21, 2018



