

**Kimberly A. Klock**  
Senior Counsel

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



**E-File**

August 31, 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 Agreement to Permit  
a Crossing of Public Water Easement;  
Whitehall Township Authority, Whitehall, Lehigh County, Pennsylvania**

Dear Secretary Chiavetta:

Enclosed for filing on behalf of PPL Electric Utilities Corporation ("PPL Electric") is an Agreement to Permit Crossing of Public Water Easement between PPL Electric and the Whitehall Township Authority located in Whitehall, 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 August 31, 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.

Respectfully submitted,

  
Kimberly A. Klock

Enclosure

Prepared by and return to:  
Law Offices of John O. Stover, Jr.  
537 Chestnut Street  
Emmaus, PA 18049  
(610) 967-6602

PIN# 549813497699-1  
549803945153-1

### AGREEMENT TO PERMIT A CROSSING OF PUBLIC WATER EASEMENT

THIS AGREEMENT is made the 16<sup>th</sup> day of August, 2016, by and between the WHITEHALL TOWNSHIP AUTHORITY, a Pennsylvania Municipal Authority organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal office located at 1901 Schadt Avenue, Whitehall, Lehigh County, Pennsylvania (hereinafter referred to as "Grantor")

AND

PPL ELECTRIC UTILITIES CORPORATION, a utilities company providing electric service in, among other places, Lehigh County, Pennsylvania, a Pennsylvania business corporation with its registered address located at 2 North 9<sup>th</sup> Street, Allentown, Lehigh County, Pennsylvania, (hereinafter referred to as "Grantee") is set forth as follows:

WITNESSETH:

WHEREAS, Grantor received permanent deeds of easement and rights-of-way from 1) Whitehall - Coplay School District, a municipal corporation with its offices located in the Township of Whitehall, Lehigh County, Pennsylvania, which are dated July 28, 1983 and recorded with the Office of the Recorder of Deeds of Lehigh County on August 10, 1983, at Miscellaneous Book Volume 466, Pages 622-626, and dated June 19, 1986 and recorded with the Office of the Recorder of Deeds of Lehigh County on July 9, 1986, at Miscellaneous Book Volume 516, Page 1152, collectively referred to as "Grantor's Easements" or "Easements of Grantor"; and

WHEREAS, Grantee has requested of Grantor the right to cross the respective easements of Grantor in order to cross over water mains located therein, both underground and overhead, all as is shown on the drawing attached hereto and identified as Site Plan of Zephyr Park dated May 26, 2005, revised February 10, 2016 "Adding proposed PPL poles" as prepared by Whitehall Township surveyor Carl P. Lagler, Jr., PLS measuring 8.5" x 11", marked as Exhibit "A"; and

WHEREAS, Grantee is proposing to construct, maintain, operate, extend, and replace the electric and communications facility consisting of (3) 45 foot vertical poles and anchor guys, underground and overhead facilities as shown on said plans, Exhibits "A", including but not

limited to such other wires, cables, poles fixtures, and apparatus necessary for the convenient transaction of business of said Grantee, including the right of ingress and egress to and from said lines for any of the aforesaid purposes; and

WHEREAS, Grantee has agreed to be bound by the conditions set forth in Grantor's Easements referred to herein, specifically those referred to above, and further agrees that it will 1) Support, protect and maintain the service of Grantor's Water Main Lines to the Grantor's satisfaction at all times during installation utilization and maintenance of Grantee's facilities as may be required; 2) As may be necessary for Grantor to repair and/or replace its facilities, Grantee agrees to temporarily take its facilities out of service, temporarily remove anchor guys and/or support poles as may be required within 30 days of the Grantor's written request unless the situation is an emergency in which the Grantee shall act immediately to assist the Grantor, at Grantee's sole cost and expense; 3) Grantee agrees that it shall be responsible to restore and/or repair all damage to the property, site and facilities as a result of access, maintenance or repair and installation of its facilities; and 4) All restorations and repairs on the site shall be done to the satisfaction of Grantor at the sole cost and expense of Grantee, and at no cost to Grantor; and 5) will excavate and support Grantor's Water Main Lines, as may be required, at sole cost and expense, as may be necessary to allow Grantor to repair and/or replace the water main lines which are located in said easements; and

WHEREAS, Grantee has agreed that it will provide to Grantor as-built drawings or drawings with match lines on paper no larger than 8.5" x 14" showing property lines, right of way lines, Grantor's easements the Penn Dot right of way lines Grantor's and Grantee's facilities as well as any other utilities located within said easements, no later than December 31, 2016. Said as-built drawings are to be prepared by Grantee at its sole cost and expense and delivered to Grantor and shall be appended to this Agreement which shall be recorded in the Office of the Recorder of Deeds of Lehigh County, at Allentown, Pennsylvania; and

WHEREAS, Grantee agrees, as a condition of and in consideration of this Agreement, that it will indemnify, defend, and hold Grantor harmless from any and all claims, demands, damages, including but not limited to counsel fees, costs and expenses as may be incurred by Grantor as a result of the facilities of Grantee crossing through Grantor's easements and crossing over Grantor's water main lines.

NOW THEREFORE, INTENDING TO BE LEGALLY BOUND HEREBY, the parties hereto agree as follows:

1. All of the preambles of the Agreement above set forth are hereby incorporated into and made a part of this Agreement.

2. Nothing in this Agreement is intended, and nothing in this Agreement shall be construed to in any way amend, modify or supersede any of the Grantor's easements as referred to herein. By execution of this Agreement, Grantor is granting its permission for Grantee to cross Grantor's easements at the places shown on the attached drawing (Exhibit "A") and therefore over the lines of Grantor, both underground and overhead, on the sole and express conditions as set forth in the preambles of this Agreement.

3. Grantee shall have no right with respect to the use and crossing of Grantor's easements, except as specifically set forth and subject to the conditions in the preambles of this Agreement.

4. Grantee agrees to reimburse Grantor for any and all costs incurred to have its solicitor prepare and record this Agreement.


5. Grantee agrees to reimburse Grantor for any and all costs incurred to have its engineer review and prepare comments and recommendations concerning Grantee's requests or plans for any work by the Grantor or Grantee in said easement, which would not have been necessary if the Grantee's infrastructure not been allow or infringed in Grantee's easement.

6. Grantee agrees to reimburse Grantor for any and all additional costs incurred to operate, maintain repair and replace the Grantor's infrastructure in the said easement which would not have been necessary if the Grantee's infrastructure not been allow or infringed in Grantor's easement, including but not limited to Grantor's inspection costs.

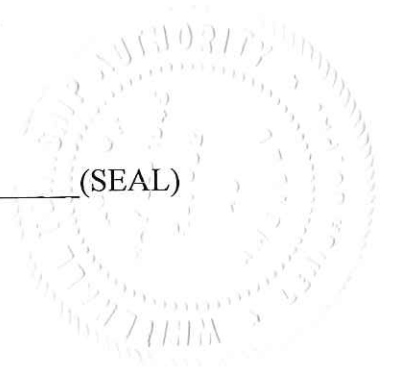
7. This Agreement is to be recorded in the Office of the Recorder of Deeds of Lehigh County at the sole cost and expense of the Grantee.

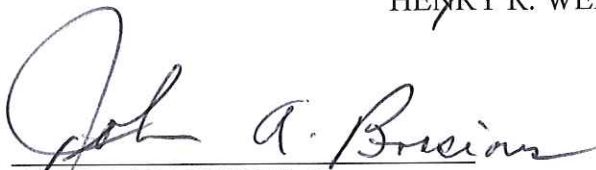
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written and INTEND TO BE LEGALLY BOUND HEREBY.

WHITEHALL TOWNSHIP AUTHORITY

By:   
HENRY R. WEBER, Chairman

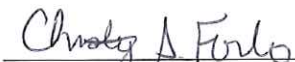
(SEAL)



Attest:   
JOHN A. BROSIUS, Secretary

PPL ELECTRIC UTILITIES CORPORATION

By:  (SEAL)

Attest: 

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF LEHIGH )

On this, the 16<sup>th</sup> day of August, 2016, before me, a Notary Public, personally appeared Henry R. Weber, who acknowledged himself to be the Chairman of the WHITEHALL TOWNSHIP AUTHORITY, a Pennsylvania Municipal Authority, and that he, as such Chairman being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name as such officer.

IN WITNESS WHEREOF, I have set my hand and official seal the day and year aforesaid.

Lisa Ann Helm  
Notary Public  
COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Lisa Ann Helm, Notary Public  
Whitehall Twp., Lehigh County  
My Commission Expires Nov. 14, 2016  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF LEHIGH )

On this, the 16<sup>th</sup> day of August, 2016, before me, a Notary Public, personally appeared Randall P. Quinby, who acknowledged himself to be the Supervisor of PPL ELECTRIC UTILITIES CORPORATION, a Pennsylvania corporation, and that he, as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name as such officer.

IN WITNESS WHEREOF, I have set my hand and official seal the day and year aforesaid.

Lisa Ann Helm  
Notary Public  
COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Lisa Ann Helm, Notary Public  
Whitehall Twp., Lehigh County  
My Commission Expires Nov. 14, 2016  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

DEED OF LASEMENT

THIS AGREEMENT made this 28th day of July , 1983, between WHITEHALL-COPLAY SCHOOL DISTRICT, a Municipal Corporation with its principal office located in the Township of Whitehall, Lehigh County, Pennsylvania, party of the first part (hereinafter referred to as the "Grantor"), and the WHITEHALL TOWNSHIP AUTHORITY, a Municipal Authority organized and existing under the Municipalities Authorities Act of 1945, as amended, with offices located in the Township of Whitehall, County of Lehigh and Commonwealth of Pennsylvania, party of the second part (hereinafter referred to as "Grantee").

WHEREAS, the Grantor is the owner of a certain tract of land situate in the Township of Whitehall, County of Lehigh and Commonwealth of Pennsylvania, more particularly described in a Deed dated February 26, 1981, and recorded in the Office of the Recorder of Deeds of Lehigh County at Allentown, Pennsylvania, in Deed Book Volume 1291, page 13; and

WHEREAS, Grantee is about to construct an extension of a water line system to serve the residents of the Township of Whitehall and is desirous of constructing a part of said water line system in a portion of the property described in the aforesaid Deed referred to above.

1/2 PERCENT  
SCHOOL DISTRICT

W I T N E S S E T H:

REALTY TRANS. TAX PAID	
STATE	.01
Whitehall	1.00
<i>dja</i>	

That the Grantor, for and in consideration of the sum of One (\$1.00) Dollar paid by Grantee to Grantor, the receipt of which is hereby acknowledged, does hereby for itself and its successors and assigns, irrevocably grant and convey to the Grantee its successors, assigns and lessees, a perpetual

AUG 10 12 09 PM '83

REC'D IN THE OFFICE OF THE RECORDER OF DEEDS  
LEHIGH COUNTY, PA.

right-of-way and easement with free ingress, egress and regress to survey, lay out, clear, excavate for, construct, grade or change the grade of the water lines, operate, renew, alter, inspect, maintain, repair, add to, change the size of, replace or remove such parts of its water line system, lines, drainage structures, swales and other appurtenances pertaining thereto, and relocate the same within said right-of-way, as the Grantee, its successors, assigns and lessees may from time to time require including but not limited to the installation of any pipe, valves conduits, manholes, drains, structures, swales and all other facilities and equipment used or useful in connection therewith, in, upon, over, under, through and across premises owned by Grantor situate in the Township of Whitehall. The said right-of-way and easement granted herein being shown on Drawing No. 19003 prepared by McTish, Kunkel and Associates, dated 5/4/83, a copy of which was supplied to the Grantor named herein, and described according to the plan as follows:

Beginning at the point of intersection of the easterly property line of lands of Jean E. Roth with the northerly right-of-way line of Schadt Avenue; thence along the property line of Jean E. Roth, 10' $\pm$  to a point; thence running in an easterly direction parallel and 30' north of the centerline of Schadt Avenue, 105' to a point of curvature; thence along the arc of a curve deflecting to the left 220' $\pm$  to a point; thence in a southerly direction 5' to a point in the northerly right-of-way line of Schadt Avenue; thence along the northerly right-of-way of Schadt Avenue along the arch of a curve deflecting to the right 220' $\pm$  to a point, thence along said northerly right-of-way line in a southerly direction 5' to a point; thence in a westerly direction 105' $\pm$  to a point, the place of beginning.

Being a part of said premises being described in Deed Book Volume 1291, page 13, recorded at the Recorder of Deeds Office in and for the County of Lehigh.

Together with the free and uninterrupted full right to the Grantee, its successors, assigns and lessees to enter upon said premises during construction with their agents, workmen, employees, tools, appliances, material and equipment, at all times as they may need and require for the purpose of constructing, repairing, renewing, removing or replacing the same, as occasion may require, and together with an easement that the surface of said right-of-way shall remain unencumbered by the Grantor of all buildings or structures of any kind erected thereon and to have the grade of the earth or land in, on, through, over, across, along and of said right-of-way remain at its present grade and not to have said existing grade in any way changed. Except as hereinabove stated, Grantor shall have the right to pave, black-top or construct walkways, concrete or otherwise, on, through, over, across and along said right-of-way.

Reserving unto the Grantor, its successors and assigns, the right to use and enjoy the surface of said right-of-way, subject only to the rights granted herein, and the Grantor does hereby release, remise and quitclaim the Grantee from all claims or damages from whatsoever cause, incidental to the construction of this underground water line and the exercise by the Grantee of the other rights herein granted.

To have and to hold the said right-of-way and easement hereby granted and mentioned unto the said Grantee, its successors, assigns and lessees forever.

Subject, however, to the agreement on the part of the Grantee by the acceptance of this grant to restore the surface of the land to its original good order and condition after any

exercise of any of the rights herein and hereby granted to  
Grantee.

IN WITNESS WHEREOF, the said Grantor, intending to be  
legally bound hereby, has hereunto set its hand and seal the day  
and year first above written.

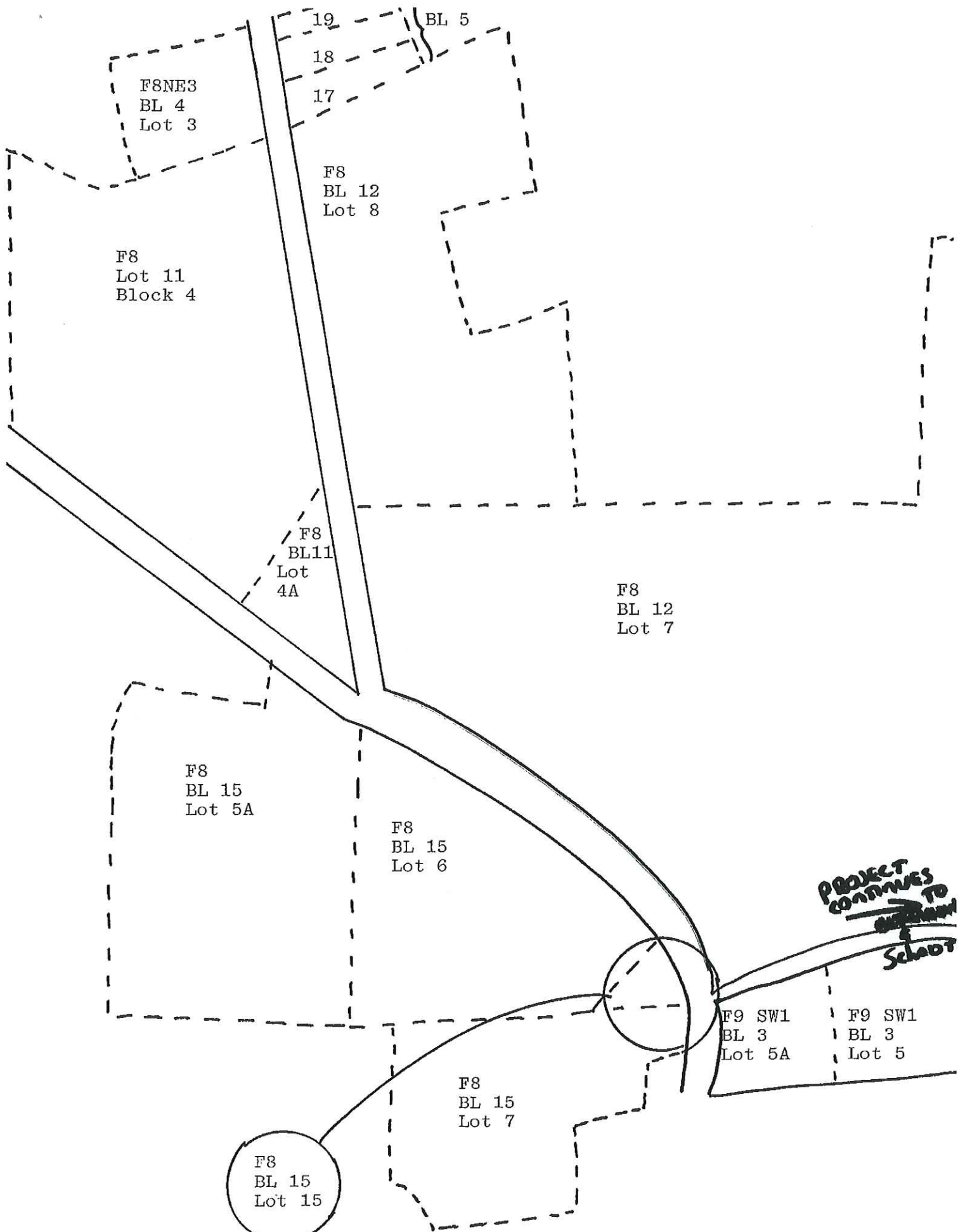
Signed, sealed and delivered  
in the presence of:

WHITEHALL-COPLAY SCHOOL DISTRICT

Louis Klobner Sec.

BY: John St. Laurents President (SEAL)

RECEIVED  
DEPARTMENT OF...  
REALLY...  
TRANSFER...



F8NE3  
BL 4  
Lot 3

19  
18  
17  
BL 5

F8  
BL 12  
Lot 8

F8  
Lot 11  
Block 4

F8  
BL11  
Lot  
4A

F8  
BL 12  
Lot 7

F8  
BL 15  
Lot 5A

F8  
BL 15  
Lot 6

**PROJECT  
CONTINUES TO  
SCHOOL**

F9 SW1  
BL 3  
Lot 5A

F9 SW1  
BL 3  
Lot 5

F8  
BL 15  
Lot 7

F8  
BL 15  
Lot 15

July 12, 1983

F8NE3

F8	Block 12	Lot 8	Grant Lazarus 3875 Mauch Chunk Road
		Lot 7	Jean Roth 3592 Mauch Chunk Road
	15	Lot 6	Jean Roth 3592 Mauch Chunk Road
	11	4A	Calvin Lazarus 4290 Bridge Street
	11	4	Grant Lazarus 3875 Mauch Chunk Road
F9 SW1	3	5	Anna Scheirer 3904 Mauch Chunk Road (Selling to Sarzan)
		5A	Robert & Helen Wotring 501 Mauch Chunk Road
	1	6	Whitehall Coplay School District
F8	Block 15	15	Paul Wotring 501 Mauch Chunk Road
		7	Mabel Schrader 494 Mauch Chunk Road
		5A	Jeras Corp 17 N. 7th Street Allentown, PA 18101
F8 NE3	Block 4	Lot 3	PP&L
	Block 5	17	William Groller 3933 Mechanicsville Road
		18	Walter Groller 3932 Mechanicsville Road
		19	Delores Krupa 266 N. Forrest Drive Nazareth, PA 18064



DEED OF EASEMENT

THIS AGREEMENT made this 19 day of June, 1986, between WHITEHALL-COPLAY SCHOOL DISTRICT, party of the first part (hereinafter referred to as the "Grantor"), and the WHITEHALL TOWNSHIP AUTHORITY, a Municipal Authority organized and existing under the Municipality Authorities Act of 1945, as amended, with offices located in the Township of Whitehall, County of Lehigh, and Commonwealth of Pennsylvania, party of the second part (hereinafter referred to as "Grantee").

**AFFIDAVIT FOR  
STATE TAX FILED**

WHEREAS, the Grantor is the owner of a certain tract of land situate in the Township of Whitehall, County of Lehigh and Commonwealth of Pennsylvania, more particularly described in a Deed dated February 26, 1981, and recorded in the Office of the Recorder of Deeds of Lehigh County at Allentown, Pennsylvania, in Deed Book Volume 1291, page 13; and,

WHEREAS, Grantee is about to construct an extension of a waterline system to serve the residents of the Township of Whitehall and is desirous of constructing a part of said waterline system in a portion of the property described in the aforesaid Deed referred to above.

WITNESSETH:

That the Grantor, for and in consideration of the sum of One (\$1.00) Dollar paid by Grantee to Grantor, the receipt of which is hereby acknowledged, does hereby for itself and its successors and

FILED  
JUL 9 3 12 PM '86  
RECORDER OF DEEDS  
LEHIGH COUNTY, PA.

assigns, irrevocably grant and convey to the Grantee, its successors, assigns and lessees, a perpetual right-of-way and easement with free ingress, egress and regress to survey, lay out, clear, excavate for, construct, grade or change the grade of the waterlines, operate, renew, alter, inspect, maintain, repair, add to, change the size of, replace or remove such parts of its waterline system, lines, drainage structures, swales and other appurtenances pertaining thereto, and relocate the same within said right-of-way, as the Grantee, its successors, assigns and lessees may from time to time require, including but not limited to the installation of any pipe, valves, conduits, manholes, drains, structures, swales and all other facilities and equipment used or useful in connection therewith, in, upon, over, under, through and across premises owned by Grantor situate in the Township of Whitehall. The said right-of-way and easement granted herein being shown on Drawing No. 19016, prepared by McTish, Kunkel & Associates, dated August 3, 1984, a copy of which was supplied to the Grantor named herein, and described according to the plan as follows:

ALL THAT CERTAIN strip, piece or parcel of land situate on the north side of Schadt Avenue (L. R. 39036) between Scherersville Road (L. R. 39038) and MacArthur Road (PA 145) in the Township of Whitehall, County of Lehigh, Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the north right-of-way line of Schadt Avenue (20.00 feet north of the centerline), said point being a common corner in lands herein described and lands now or formerly Edward P.

and Renee K. Spielman;

thence along the north right-of-way line of Schadt Avenue 20 feet perpendicular and parallel to the centerline there of the following two courses and distances: (1) Along a curve to the left in a southwesterly direction 238± feet to a point of curvature; (2) In a southwesterly direction 217± feet to a point of right-of-way transition;

thence in a northerly direction perpendicular to the centerline of Schadt Avenue 5± feet to a point in the northerly right-of-way line being 25 feet perpendicular to the centerline of Schadt Avenue;

thence along the north right-of-way line of Schadt Avenue 25 feet perpendicular and parallel to the centerline thereof in a southwesterly direction 62± feet to a point a corner in common with the easterly terminus of a 5 foot wide utility easement previously acquired by the Whitehall Township Authority and shown on Drawing No. 19003 as prepared by McTish, Kunkel & Associates;

thence along the easterly terminus of the existing 5 foot wide utility easement and in and through lands now or formerly Whitehall-Coplay School District the following three courses and distances: (1) In a northwesterly direction perpendicular to the centerline of Schadt Avenue 20± feet to a point; (2) In a northeasterly direction 45 feet perpendicular and parallel to the centerline of Schadt Avenue 279± feet to a point of curvature; (3) Along a curve to the right in an easterly direction 45 feet perpendicular and parallel to the centerline of Schadt Avenue 225± feet to a point in line of lands now

or formerly Edward P. and Renee K. Spielman;

thence along lands of Edward P. and Renee K. Spielman in a southerly direction 25<sup>±</sup> feet to a point and place of BEGINNING.

CONTAINING 12,800 sq. ft. of land, more or less.

BEING more fully shown as a water main easement on the map or plan entitled Schadt Avenue Water Main Extension, Phase 2, Date: 8/3/84, Drawing No. 19016, as prepared by McTish, Kunkel & Associates.

Together with the free and uninterrupted full right to the Grantee, its successors, assigns and lessees to enter upon said premises during construction with their agents, workmen, employees, tools, appliances, material and equipment, at all times as they may need and require for the purpose of constructing, repairing, renewing, removing or replacing the same, as occasion may require, and together with an easement that the surface of said right-of-way shall remain unencumbered by the Grantor of all buildings or structures erected thereon. Grantor shall have the right to use the surface and upgrade the same for purposes of ingress and egress to the premises including, without limitation, the right to macadamize or otherwise improve the surface for vehicular traffic.

Reserving unto the Grantor, its successors and assigns, the right to use and enjoy the surface of said right-of-way, subject only to the rights granted herein.

To have and to hold the same right-of-way and easement hereby granted and mentioned unto the said Grantee, its successors, assigns and lessees forever.

Subject, however, to the agreement on the part of the Grantee by the acceptance of this grant to restore the surface of the land to its original good order and condition after any occasion of Grantee disturbing the same in connection with the exercise of any of the rights herein and hereby granted to Grantee.

IN WITNESS WHEREOF, the said Grantor, intending to be legally bound hereby, has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered  
in the presence of:

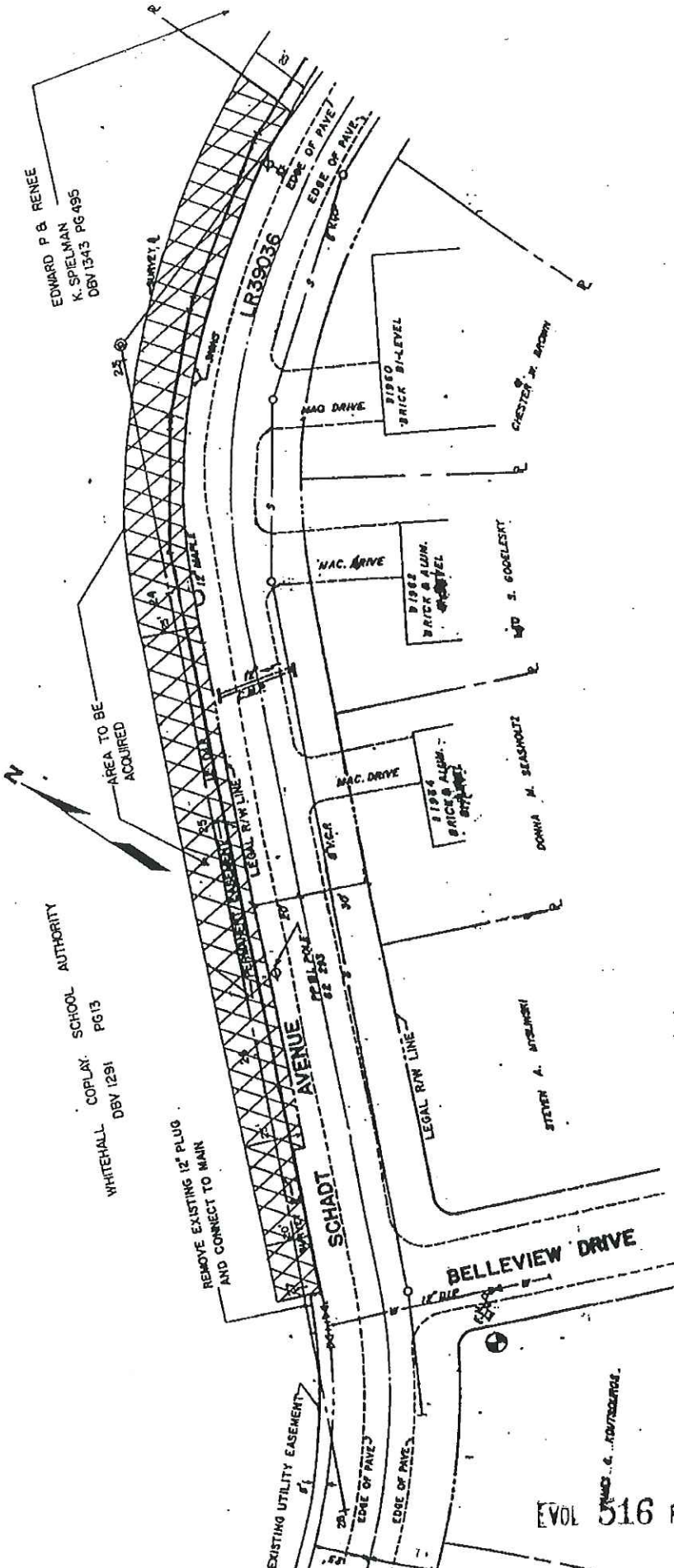
John S. Brown  
SEC.

BY: Richard L. Paul, President (SEAL)

The address of the Grantee is 1901 Schadt Ave  
Whitethall, Pa. 18052

John O. Stover, Jr.

MAIL John O. Stover Jr. City



EDWARD P & RENEE  
 K. SPIELMAN  
 DBV 1345 PG 495

WHITEHALL COPLAY SCHOOL AUTHORITY  
 DBV 1291 PG 13

PLAN OF WATER MAIN EASEMENT  
 TO BE ACQUIRED BY  
 WHITEHALL TOWNSHIP AUTHORITY  
 FROM

WHITEHALL COPLAY SCHOOL AUTHORITY



DATE: 3-17-86 DRAWING NO WTA-85-5C

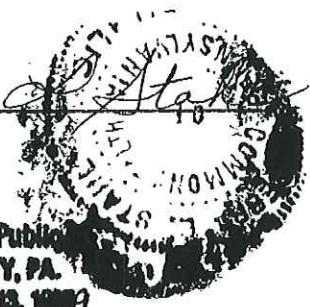


COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF LEHIGH )

On this, the 19<sup>th</sup> day of June, 1986, before me, the undersigned officer, personally appeared Richard A. Frisk who acknowledged himself to be the President of the WHITEHALL-COPLAY SCHOOL DISTRICT, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes contained therein by signing the name of the WHITEHALL-COPLAY SCHOOL DISTRICT by himself as President.

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

Berra L. Stahl  
Notary Public



**BERRA L. STAHL, Notary Public**  
**ALLENTOWN, LEHIGH COUNTY, PA.**  
**My Commission Expires May 13, 1987**