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E-File

February 3, 2017

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 Agreement;
Township of Upper Macungie
Breinigsville, Lehigh County, Pennsylvania**

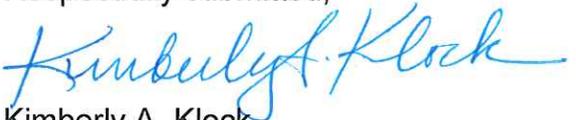
Dear Secretary Chiavetta:

Enclosed for filing on behalf of PPL Electric Utilities Corporation ("PPL Electric") is an Agreement between PPL Electric and the Township of Upper Macungie located in Breinigsville, 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 February 3, 2017, 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: PPL Electric Utilities

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

PARCEL ID #: 546586256518-1 and 546567986933-1

AGREEMENT

THIS AGREEMENT is made this 5th day of January, 2016,⁷⁷ (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 the TOWNSHIP OF UPPER MACUNGIE, a Township organized and existing under the laws of the Commonwealth of Pennsylvania, having an address of 8330 Schantz Road, Breinigsville, Pennsylvania 18031, 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 is the owner of a certain properties located in the Township of Upper Macungie, Lehigh County, Pennsylvania, identified as Tax Parcel Numbers 546586256518-1 and 546567986933-1, said properties being more fully described in a deed dated March 18, 1997 and recorded in the Recorder of Deeds Office in and for Lehigh County at Deed Book 1581, Page 1059 and in a deed dated March 27, 2002 and recorded in the Recorder of Deeds Office in and for Lehigh County at Deed Book 1708, page 39 (the "Property"); and

WHEREAS, PPL has an existing electric transmission line right of way (the "PPL ROW") across and over Requester's property pursuant to a Grant of Right of Way recorded in the Recorder of Deeds Office in and for Lehigh County at Book Volume 378, Page 574 and Book Volume 368, page 1001; and

WHEREAS, Requester is desirous of obtaining from PPL an agreement for the installation of a parking lot and driveway expansion located within a portion of the PPL ROW,

which proposed use is more fully identified on the plan entitled Grange Road Park, dated 1-18-2016 and prepared by Keystone Consulting Engineers, Inc., which plans are attached hereto and made a part hereof (the "Plans").

NOW, THEREFORE, the parties, intending to be legally bound hereby, and PPL insofar as it has the right to do so, hereby grants Requester the right and privilege of using a portion of the PPL ROW for the uses and improvements (the "Facilities") identified on the Plans, under and subject to the following reservations, restrictions and conditions:

1. Large vehicles including tractor trailers, commercial vehicles, trailered boats, buses and RV's should not be permitted to park within the ROW.
2. Parking that is within 25 feet of PPL facilities should have PPL approved bollards or protective barriers.
3. Requester shall limit the installation of the Facilities to those identified on the Plans approved by PPL.
4. 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.
5. The installation of the Facilities shall be in compliance with any and all municipal, state and/or federal laws, statutes, rules, ordinances or regulations.
6. Storage of flammable fuels or materials; parking of vehicles which contain highly flammable or explosive cargoes; and fueling of vehicles are prohibited.
7. 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.
8. 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.
9. 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.

10. 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.
11. 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).
12. 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.
13. 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.
14. 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.
15. This Agreement shall extend to and be binding upon the respective successors and assigns of each of the parties hereto.
16. This Agreement shall not be amended, altered, or modified except by an instrument in writing duly executed by both parties.
17. 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.
18. 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.

19. 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.
20. 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.
21. If required, a barrier approved by PPL, shall be installed at Requester's expense to protect PPL facilities.
22. PPL reserves the right to restrict parking or use of roadways during maintenance or other associated work.
23. 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.

[THE REMAINING OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

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

Janet M. Lembach

Colleen Kester
Colleen Kester
Manager of Right of Way, Siting, Permits & Real Estate

Attest:

TOWNSHIP OF UPPER MACUNGIE

Robert Olpere

Daniel P. Olpere
Name: Daniel P. OLPERE
Title: Township Manager

COMMONWEALTH OF PENNSYLVANIA:

§

COUNTY OF Lehigh:

On this 13th day of January, 2016 before me, the undersigned officer personally appeared COLLEEN KESTER who acknowledged herself to be the Manager of Right of Way, Siting, Permits & Real Estate, of PPL Electric Utilities Corporation a corporation, and that she as such Manager of Right of Way, Siting, 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 Right of Way, Siting, Permits & Real Estate.

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

Janet M. Lembach
Notary Public

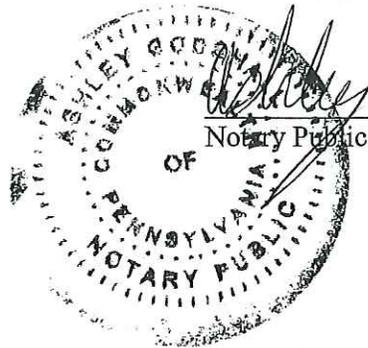
COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Janet M. Lembach, Notary Public
City of Allentown, Lehigh County
My Commission Expires March 29, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF LEHIGH §

On this 5th day of JANUARY, 2017 before me, personally appeared DANIEL P. OLPERE known to me, who acknowledged himself to be the Manager of Upper Macungie Township, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Township by himself as Manager.

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



Ashley Godshall
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Ashley Godshall, Notary Public
Salisbury Twp., Lehigh County
My Commission Expires Aug. 28, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

