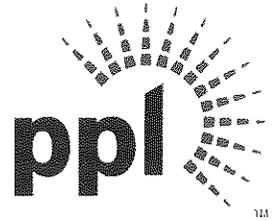


Kimberly A. Klock
Senior Counsel

PPL
Two North Ninth Street
Allentown, PA 18101-1179
Tel. 610.774.5696 Fax 610.774.6726
KKlock@pplweb.com



E-File

June 20, 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;
Pocono Jackson Joint Water Authority
Reeders, Pocono Township, Monroe County, Pennsylvania**

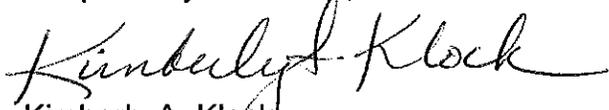
Dear Secretary Chiavetta:

Enclosed for filing on behalf of PPL Electric Utilities Corporation ("PPL Electric") is an Agreement between PPL Electric and The Pocono Jackson Joint Water Authority located in Reeders, 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 20, 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

GRANT OF EASEMENT

This Indenture, made this 2nd day of June, 2017, between PPL Electric Utilities Corporation, f/k/a Pennsylvania Power and Light Company, a Pennsylvania business corporation, having an address of 2 North 9th Street, Allentown, PA 18101-9392, hereinafter Grantor, and the Pocono Jackson Joint Water Authority, P. O. Box 196, Reeders, PA 18352, hereinafter Grantee:

Whereas the Grantor is seized of certain lands in Pocono Township, Monroe County, Pennsylvania, all as more particularly described in Deed Book 501, Page 91, in the Office of the Recorder of Deeds of Monroe County, which description is hereby incorporated by reference herein("Property"); and

Whereas the Grantee is a municipal Authority organized and existing pursuant to the Municipality Authorities Act of 1945, as amended, and is charged with the operation and maintenance of a public water system within the Townships of Jackson and Pocono, Monroe County; and

Whereas, consistent with this charge, the Grantee has constructed a water line along a portion of Warner Road in Pocono Township upon the Property of the Grantor for the purpose of providing public water service to the Grantor and other customers; and

Whereas certain road improvements along Warner Road and at the intersection of Warner Road and State Route 715 have resulted in the widening of the Pennsylvania Department of Transportation right-of-way thereby altering the description of the portion of the water line located on the Property of the Grantor; and

Whereas the Grantor agrees that the water line may continue to be located and maintained upon its Property as herein described subject to the following conditions:

1. Incorporation of Recitals. The recitals hereinabove set forth are incorporated herein by this reference just as if the same were reproduced and republished at length herein.

2. Grant of Easement. Grantor has granted, bargained and sold, and by these presents does grant, bargain and sell unto the Grantee, its successors and assigns, a perpetual and nonexclusive easement and right-of-way (the "Easement") over, upon and under the Property of the Grantor with rights of ingress, egress and regress with vehicles and equipment for the purpose of maintaining, operating, repairing, replacing and removing the water conveyance pipeline together with any necessary pipes, valves, regulators, meters, fittings, appliances, tie-overs, pumps, fixtures and appurtenant facilities (collectively the "Utility Facilities"). The location of the easement is described and depicted on Exhibit "A" annexed hereto and made a part hereof by this reference (the "Easement Area"). This easement is intended to amend and modify the easement granted to the Grantee by the Grantor on the 14th day of May, 2001, which was never recorded.

3. Indemnification. Grantee shall and hereby does indemnify and hold harmless the Grantor from any and all acts, errors or omissions on the part of itself and its officers, employees, agents and contractors as long as the Utilities Facilities shall remain on the Property and which may arise, happen or occur in connection with the ownership, operation or maintenance and repair of the Utility Facilities by the Grantee. Upon the completion of any of the referenced activities, the Grantee shall restore the surface of the Property to its original condition prior to the work. Provided, however, that the Grantee reserves the right to cut and remove undergrowth or other obstructions that may injure, endanger or interfere with the construction, operation, use, benefit, maintenance and repair of the Utility Facilities.

4. No Barriers. The parties hereto shall not erect any barriers, fences or other obstructions to the free and unhampered use and benefit of the Easement Area nor shall the parties hereto construct any buildings or other structures upon any part of the Easement Area that interferes with the rights and privileges hereby granted and conveyed to the Grantee.

5. No Implied Easements. Except as provided in this document or set forth on the exhibits appended hereto, there shall be no easements either express or implied created by either party in favor of the other.

6. Covenants Running With The Land. The covenants, agreements and grants herein made shall be deemed covenants running with the land and shall bind and inure to to the benefit of the Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns.

7. Consideration. Consideration for this easement shall be the sum of one dollar (\$1.00), and other good and valuable consideration, payable by the Grantee to the Grantor, receipt of which is hereby acknowledged.

8. General Provisions.

A. Recordation of Indenture. This Indenture shall be recorded in the Office of the Recorder of Deeds in and for the County of Monroe, Commonwealth of Pennsylvania at the expense of the Grantee.

B. Modification of Indenture. A modification of any of the provisions of this Indenture shall be effective only if made in writing and executed with the same formality as this document.

C. Rights of Successors. The rights and obligations herein set forth shall create mutual benefits and servitudes running with the land. This Indenture shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns. The singular number includes the plural and the masculine gender the feminine and neuter.

D. Exhibits. Exhibits to this Indenture are an integral part hereof.

E. Controlling Law. This Indenture shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

F. PUC Approval. 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 Grantor submits the Agreement to the PUC; or ii) if the PUC opens an investigation of the Agreement, on the date the PUC approves the Agreement.

Grantor's obligation to perform under this Agreement and proceed to Closing is conditioned on Grantor's receiving a Certificate of Public Convenience ("Certificate") from the PUC. If Grantor does not obtain the Certificate from the PUC prior to closing, Grantor has the right upon written notice to terminate this Agreement, and this Agreement shall immediately become null and void and the parties shall be relieved of all obligations hereunder with any deposit being returned to the Grantor.

G. Notices. Any notices or correspondence concerning this Indenture shall be directed to the following addresses and shall be deemed properly given if sent by first class U. S. mail, postage prepaid:

If to the Grantor

PPL Electric Utilities Corporation
GENN4
2 North Ninth Street
Allentown, PA 18101

If to the Grantee

Pocono Jackson Joint Water Authority
P. O. Box 196
Reeders, PA 18352

IN WITNESS WHEREOF, the Grantor has set its hand and seal the day and year first written.

PPL Electric Utilities Corporation

By: Callean Kastz

Witness: _____

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PPL Electric Utilities Corporation
GENN4
2 North Ninth Street
Allentown, PA 18101

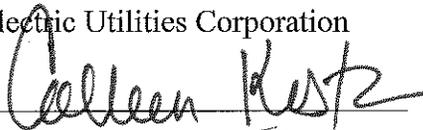
If to the Grantee

Pocono Jackson Joint Water Authority
P. O. Box 196
Reeders, PA 18352

IN WITNESS WHEREOF, the Grantor has set its hand and seal the day and year first written.

PPL Electric Utilities Corporation

By: _____



Witness: _____

EXHIBIT

A

PERMANENT WATERLINE EASEMENT DESCRIPTIONS
along WARNER ROAD (S.R. 4012)
THROUGH LANDS OF PENNSYLVANIA POWER & LIGHT CO.

ALL those certain easements or parcels of land situate in the Township of Pocono, County of Monroe and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

PERMANENT WATERLINE EASEMENT - 1:

BEGINNING at a point along the northerly legal right-of-way line of Warner Road, (S.R. 4012), at Station 25+48, left 40.6 feet, based on Warner Road stationing as it appears in deed book 2438, page 8944, lands which Northampton County Area Community College conveyed to The Commonwealth of Pennsylvania and recorded in recorder of deeds at Monroe County;

Thence through lands now or formerly Pennsylvania Power & Light Co. the following seven (7) stations:

1. From station 25+48, left 40.6 feet southeast to station 26+00, left 37 feet,
2. Southeast to station 28+00, left 33 feet,
3. Southeast to station 29+24, left 30.5 feet,
4. Southeast to station 29+94, left 44 feet,
5. Southeast to station 30+61, left 47 feet,
6. Southeast to station 31+26, left 31 feet, and
7. Southeast to station 31+50, left 31 feet;

Thence along the northerly legal right-of-way line of Warner Road the following three stations:

1. Southerly to station 31+50, left 27 feet,
2. Northwest to station 25+65, left 27 feet, and
3. Northerly to station 25+48, left 40.6 feet, the POINT OF BEGINNING.

Containing 5,515 square feet of land more or less.

PERMANENT WATERLINE EASEMENT - 2:

BEGINNING at a point along the northerly legal right-of-way line of Warner Road, (S.R. 4012) and by lands of The United Way of Monroe Co., at Station 40+01.4, left 16.5 feet. Warner Road having a right-of-way width of 33 feet in this area.

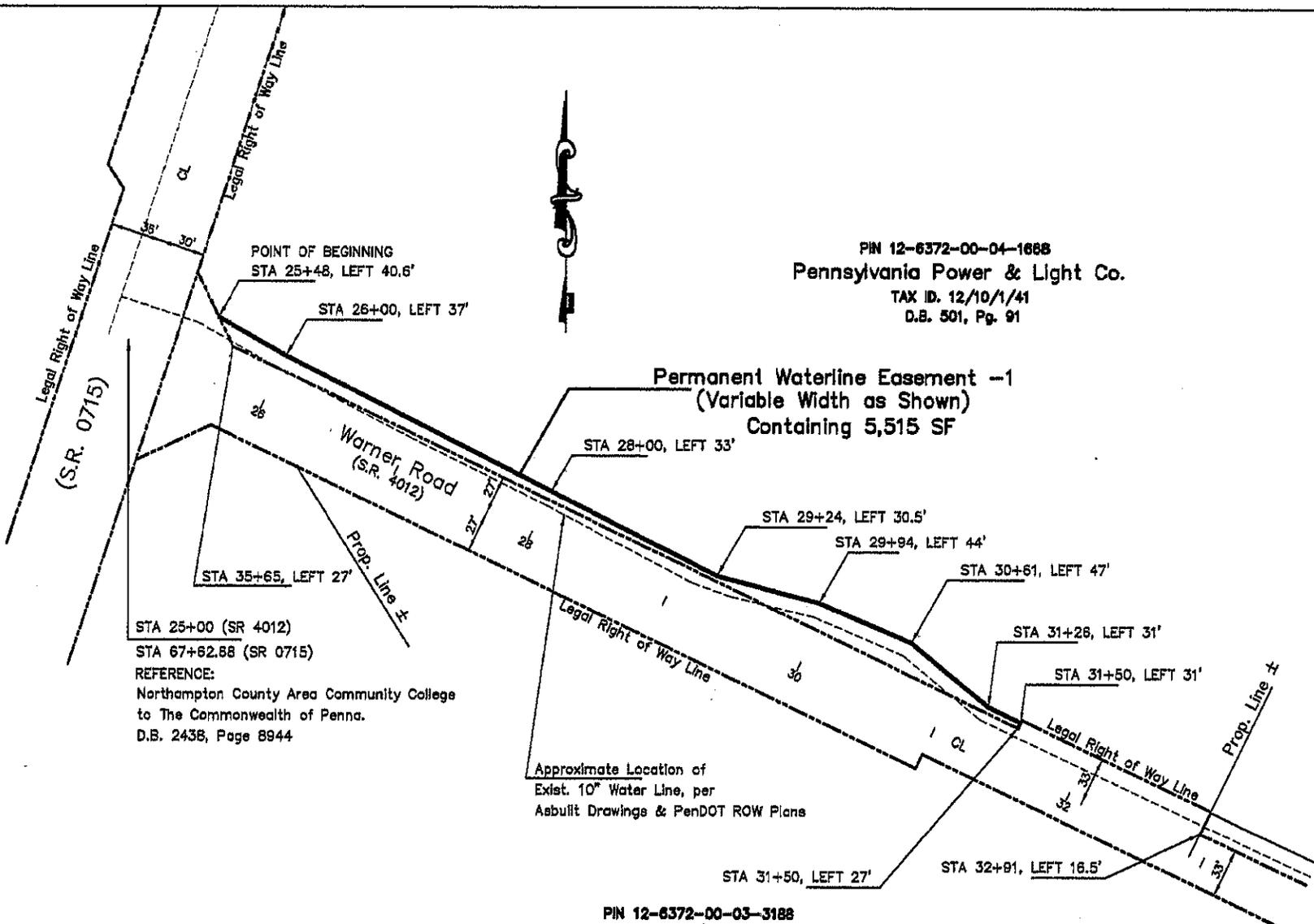
Thence by lands now or formerly The United Way of Monroe Co. in a northerly direction to station 39+91.4, left 34.4 feet;

Thence through lands now or formerly Pennsylvania Power & Light Co. the following three (3) stations:

1. Easterly to station 40+62.5, left 29.1 feet,
2. Easterly to station 41+36.5, left 28.4 feet, and
3. Southerly to station 41+36.5, left 16.5 feet;

Thence along the northerly legal right-of-way line of Warner Road, which run parallel to and lies 16.5 feet from the centerline westerly to station 40+01.4, left 16.5 feet, the POINT OF BEGINNING.

Containing 1,876 square feet of land, more or less.



PIN 12-6372-00-04-1668
 Pennsylvania Power & Light Co.
 TAX ID. 12/10/1/41
 O.B. 501, Pg. 91

POINT OF BEGINNING
 STA 25+48, LEFT 40.6'

STA 26+00, LEFT 37'

STA 28+00, LEFT 33'

STA 29+24, LEFT 30.5'

STA 29+94, LEFT 44'

STA 30+61, LEFT 47'

STA 31+28, LEFT 31'

STA 31+50, LEFT 31'

STA 31+50, LEFT 27'

STA 32+91, LEFT 16.5'

STA 25+00 (SR 4012)
 STA 67+62.88 (SR 0715)

REFERENCE:
 Northampton County Area Community College
 to The Commonwealth of Penna.
 D.B. 2438, Page 8944

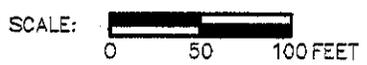
Permanent Waterline Easement -1
 (Variable Width as Shown)
 Containing 5,515 SF

PIN 12-6372-00-04-0157
 N/F
 The United Way
 of Monroe Co.
 P.B. 53, Pg. 35

Approximate Location of
 Exist. 10" Water Line, per
 Asbuilt Drawings & PennDOT ROW Plans

PIN 12-6372-00-03-3188
 N/F
 Pocono Mountain School District
 P.B. 51, Pg. 123

NOTE:
 This exhibit prepared from records only.



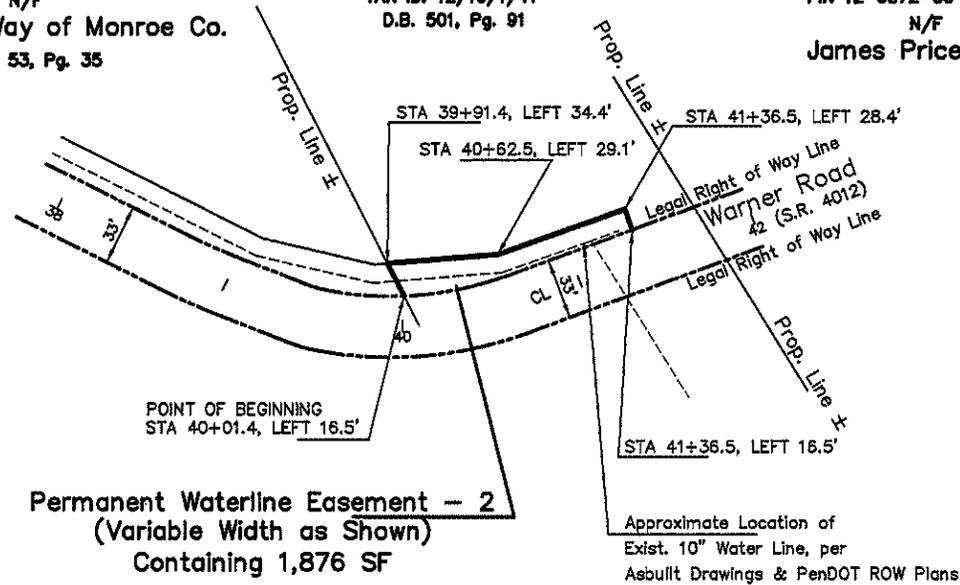
PERMANENT WATERLINE EASEMENT - 1		EXHIBIT
THROUGH LANDS OF PENNSYLVANIA POWER & LIGHT CO. POCONO TOWNSHIP/MONROE COUNTY PENNSYLVANIA		Drawn By: RH
		Checked By: CM
		Approved By:
ALONG WARNER RD (S.R.4012)		Date: 8/31/2018
		Scale: AS SHOWN
		Project No. 11020.00
F.O. Box 667 Stroudsburg, PA 18380 Tel: 570.421.7230 Fax: 570.421.7230 e-mail: www.reillyengineering.com		Sheet No. 1 OF 2



PIN 12-6372-00-04-0157
N/F
The United Way of Monroe Co.
P.B. 53, Pg. 35

PIN 12-6372-00-04-1668
Pennsylvania Power & Light Co.
TAX ID. 12/10/1/41
D.B. 501, Pg. 91

PIN 12-6372-00-14-4304
N/F
James Price, et ux



Permanent Waterline Easement - 2
(Variable Width as Shown)
Containing 1,876 SF

Approximate Location of
Exist. 10" Water Line, per
Asbuilt Drawings & PennDOT ROW Plans

PIN 12-6372-00-03-3188
N/F
Pocono Mountain School District
P.B. 51, Pg. 123

NOTE:
This exhibit prepared from records only.



PERMANENT WATERLINE EASEMENT - 2		EXHIBIT
THROUGH LANDS OF PENNSYLVANIA POWER & LIGHT CO. POCONO TOWNSHIP/MONROE COUNTY PENNSYLVANIA		Drawn By: RH
		Checked By: CM
ALONG WARNER RD (S.R.4012)		Approved By:
		Date: 8/31/2016
		Scale: AS SHOWN
		Project No. 11020.00
P.O. Box 667 Stroudsburg, PA 18360 tel: 570.421.7320 fax: 570.421.7230 e-mail: www.reillyengineering.com		Sheet No. 2 OF 2