

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



E-File

November 6, 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 Easement Agreement;
Wilson School District, West Lawn
Berks County, Pennsylvania**

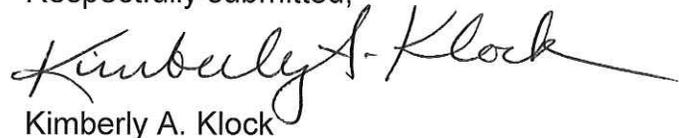
Dear Secretary Chiavetta:

Enclosed for filing on behalf of PPL Electric Utilities Corporation ("PPL Electric") is an Easement Agreement between PPL Electric and the Wilson School District located in West Lawn, Berks 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 November 6, 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

This instrument solely grants, vests or confirms a public utility easement.

Prepared by and return to:
PPL Electric Utilities Corporation

Project Name: State Hill-Berkshire Mall Tie

Attn: Jeff Eberwein

Phone: 610-774-5458

Address: 2 North 9th Street GENN4
Allentown, PA 18101

Parcel ID#: 80438607683917

Grant of Public Utility Easement

KNOW ALL MEN BY THESE PRESENTS, That Wilson School District, a school district of Berks County Pennsylvania, of 2601 Grandview Boulevard, West Lawn, located in Berks County, Commonwealth of Pennsylvania 19609, hereinafter referred to as "GRANTOR", in consideration of the sum of One Dollar (\$1.00) and other consideration, paid at the date hereof by **PPL ELECTRIC UTILITIES CORPORATION**, hereinafter referred to as "PPL", the receipt whereof being hereby acknowledged, and in lieu of condemnation, does hereby irrevocably grant and convey unto PPL, its successors, assigns and lessees, the right to construct, operate and maintain, and from time to time to reconstruct certain underground electric transmission, distribution and communication lines, including but not limited to cables, wires, fiber optics, and certain other fixtures and apparatus to be installed below the ground, hereinafter referred to as "electric and communication lines", that may be from time to time be necessary for the convenient transaction of the business of PPL, its successors, assigns and lessees, below the ground under that certain along Strip of Land, not to exceed 20 feet in width, at the location shown on Exhibit hereto (the "Strip of Land"), said Strip of Land being a part of the property which GRANTOR owns, or in which GRANTOR has any interest in the Township of Spring County of Berks, Commonwealth of Pennsylvania (as further described in certain deeds dated July 17, 1981 and recorded in the Office for Recording of Deeds in and for Berks County in Deed Book 1802 Page 1035) (the "GRANTOR property"), as shown on plan hereto attached and made a part hereof. The electric and communication lines shall be installed, constructed and maintained by PPL at PPL's sole cost and expense. The use of the easement granted hereby shall at all times be exercised in a reasonable, prudent and safe manner and in compliance with the applicable laws, codes and regulations. PPL shall not unreasonably interfere with Grantor's use or enjoyment of the Grantor Property. PPL shall be responsible, at its sole cost and expense, for obtaining any and all permits, approvals, and consents required for the construction, installation, reconstruction, removal, alteration or otherwise in connection with the electric and communication lines.

PPL agrees to protect, exonerate, defend, indemnify and hold Grantor harmless from and against any and all costs, expenses, damages, losses or liabilities for bodily injury or property damage arising from any breach or default by PPL in the performance of any right, covenant or agreement performed pursuant to this Agreement or arising from any willful misconduct or negligence by PPL or any agent, servant or employee of PPL, or for any breach of any representation or warranty by PPL contained herein.

The rights granted hereunder to PPL shall include the right of ingress and egress over and across the GRANTOR Property to and from the said Strip of Land at all times, but only to the extent reasonably necessary for the installation, construction, operation, maintenance, repair or replacement of the electric and communication lines. Also, to the extent reasonably necessary, PPL shall have the right to cut down, trim, remove and to keep cut down and trimmed by mechanical means or otherwise, any and all trees, brush or other undergrowth now or hereafter growing on or within said Strip of Land, as well as the right to cut down, trim and remove and to keep cut down and removed any and all trees adjacent to the Strip of Land which in the reasonable judgment of PPL, its successors, assigns and lessees, can reasonably be expected to interfere with the construction, reconstruction, maintenance or operation of the said electric and communication lines or menace the same, and in connection therewith, the right to remove, if necessary, the root systems of said trees, brush or other undergrowth, and to treat said brush and undergrowth with herbicides labeled to allow their use for the removal and control of said vegetation. All of the foregoing maintenance and related work shall be at PPL's sole cost and expense.

And further, in consideration of said payments, GRANTOR does hereby understand, covenant and agree to and with PPL, its successors, assigns and lessees, that no buildings, swimming pools or any other improvements or structures whatsoever shall be built, constructed or placed on, under or within Strip of Land; that GRANTOR or its agents and employees, shall not store any inflammable or explosive materials of any kind on, under or within said Strip of Land; and that PPL, its successors, assigns and lessees, shall be informed of any proposed changes in use of the land located on, or changes in grade under or within the said Strip of Land.

It is further understood and agreed that PPL, its successors, assigns and lessees, shall not be limited in its or their enjoyment of the rights hereby granted for such electric and communication lines as may be first constructed on said Strip of Land, but shall have, at all times in the future, the right to construct, operate and maintain, and from time to time to reconstruct, additional electric and communication lines of any type necessary for the convenient transaction of the business of PPL upon, across, over, under, along and within the said Strip of Land.

This Grant of Public Utility Easement shall be binding on GRANTOR and PPL and his/her/their/its heirs, executors, administrators, successors and/or assigns.

This instrument solely grants, vests or confirms a public utility easement.

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PPL Electric Utilities Corporation

Project Name: State Hill-Berkshire Mall Tie

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PPL agrees to protect, exonerate, defend, indemnify and hold Grantor harmless from and against any and all costs, expenses, damages, losses or liabilities for bodily injury or property damage arising from any breach or default by PPL in the performance of any right, covenant or agreement performed pursuant to this Agreement or arising from any willful misconduct or negligence by PPL or any agent, servant or employee of PPL, or for any breach of any representation or warranty by PPL contained herein.

The rights granted hereunder to PPL shall include the right of ingress and egress over and across the GRANTOR Property to and from the said Strip of Land at all times, but only to the extent reasonably necessary for the installation, construction, operation, maintenance, repair or replacement of the electric and communication lines. Also, to the extent reasonably necessary, PPL shall have the right to cut down, trim, remove and to keep cut down and trimmed by mechanical means or otherwise, any and all trees, brush or other undergrowth now or hereafter growing on or within said Strip of Land, as well as the right to cut down, trim and remove and to keep cut down and removed any and all trees adjacent to the Strip of Land which in the reasonable judgment of PPL, its successors, assigns and lessees, can reasonably be expected to interfere with the construction, reconstruction, maintenance or operation of the said electric and communication lines or menace the same, and in connection therewith, the right to remove, if necessary, the root systems of said trees, brush or other undergrowth, and to treat said brush and undergrowth with herbicides labeled to allow their use for the removal and control of said vegetation. All of the foregoing maintenance and related work shall be at PPL's sole cost and expense.

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This Grant of Public Utility Easement shall be binding on GRANTOR and PPL and his/her/their/its heirs, executors, administrators, successors and/or assigns.

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.

IN WITNESS WHEREOF, said GRANTOR has caused this agreement to be executed in its corporate name by its proper officers, this 23rd day of October, 2017.

WITNESS:

[Signature]

Wilson School District
GRANTOR
[Signature]
Steven Ehrlich

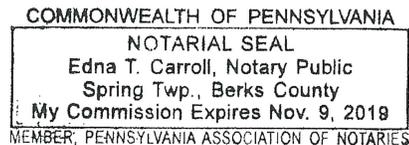
Title: Board President

Commonwealth of Pennsylvania)
: SS
County of Berks)

On this 23rd day of October, 2017, before me, the undersigned officer, personally appeared Steven Ehrlich who acknowledged himself to be the Board President of Wilson School District And that he as such Board President, being authorized to do executed the foregoing instrument for the purposes stated therein.

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

[Signature]
Notary Public





PENNSYLVANIA EXEMPTION CERTIFICATE

CHECK ONE:

- STATE OR LOCAL SALES AND USE TAX
- STATE OR LOCAL HOTEL OCCUPANCY TAX
- PUBLIC TRANSPORTATION ASSISTANCE TAXES AND FEES (PTA)
- VEHICLE RENTAL TAX (VRT)

(Please Print or Type)

This form cannot be used to obtain a Sales Tax License Number, PTA License Number or Exempt Status.

**Read Instructions
On Reverse Carefully**

THIS FORM MAY BE PHOTOCOPIED - VOID UNLESS COMPLETE INFORMATION IS SUPPLIED

- CHECK ONE:** PENNSYLVANIA TAX UNIT EXEMPTION CERTIFICATE (USE FOR ONE TRANSACTION)
 PENNSYLVANIA TAX BLANKET EXEMPTION CERTIFICATE (USE FOR MULTIPLE TRANSACTIONS)

Name of Seller, Vendor, or Lessor

Street _____ City _____ State _____ ZIP Code _____

NOTE: Do not use this form for claiming an exemption on the registration of a vehicle. To claim an exemption from tax for a motor vehicle, trailer, semi-trailer or tractor with the PA Department of Transportation, Bureau of Motor Vehicles, use one of the following forms:

- FORM MV-1 Application for Certificate of Title (first time registrations)
- FORM MV-4ST Vehicle Sales and Use Tax Return/Application for Registration (other registrations)

Property and services purchased or leased using this certificate are exempt from tax because: (Select the appropriate paragraph from the back of this form, check the corresponding block below and insert information requested.)

- 1. Property or services will be used directly and predominately by purchaser in performing purchaser's operation of: _____
- 2. Purchaser is a/an: _____
- 3. Property will be resold under License Number _____. (If purchaser does not have a PA Sales Tax License Number, include a statement under Number 7 explaining why a number is not required.)
- 4. Purchaser is a/an: School District holding Exemption Number 76-06910-2
- 5. Property or services will be used directly and predominately by purchaser performing a public utility service.
 PA Public Utility Commission PUC Number _____ and/or US Department of Transportation MC/MX _____
- 6. Exempt wrapping supplies, License Number _____. (If purchaser does not have a PA Sales Tax License Number, include a statement under Number 7 explaining why a number is not required.)
- 7. Other _____
 (Explain in detail. Additional space on reverse side.)

I am authorized to execute this Certificate and claim this exemption. Misuse of this Certificate by seller, lessor, buyer, lessee, or their representative is punishable by fine and imprisonment.

Name of Purchaser or Lessee	Signature	EIN	Date
Wilson School District		23-1667988	10/26/2017
Street	City	State	ZIP Code
2601 Grandview Blvd	West Lawn	PA	19609

1. ACCEPTANCE AND VALIDITY:

For this certificate to be valid, the seller/lessor shall exercise good faith in accepting this certificate, which includes: (1) the certificate shall be completed properly; (2) the certificate shall be in the seller/lessor's possession within 60 days from the date of sale/lease; (3) the certificate does not contain information which is knowingly false; and (4) the property or service is consistent with the exemption to which the customer is entitled. For more information, refer to Exemption Certificates, Title 61 PA Code §32.2. An invalid certificate may subject the seller/lessor to the tax.

2. REPRODUCTION OF FORM:

This form may be reproduced but shall contain the same information as appears on this form.

3. RETENTION:

The seller or lessor must retain this certificate for at least four years from the date of the exempt sale to which the certificate applies.

DO NOT RETURN THIS FORM TO THE PA DEPARTMENT OF REVENUE.

4. EXEMPT ORGANIZATIONS:

This form may be used in conjunction with form REV-1715, Exempt Organization Declaration of Sales Tax Exemption, when a purchase of \$200 or more is made by an organization which is registered with the PA Department of Revenue as an exempt organization. These organizations are assigned an exemption number, beginning with the two digits 75 (example: 75-00000-0).

1

2 FOLD

3 FOLD

4

A

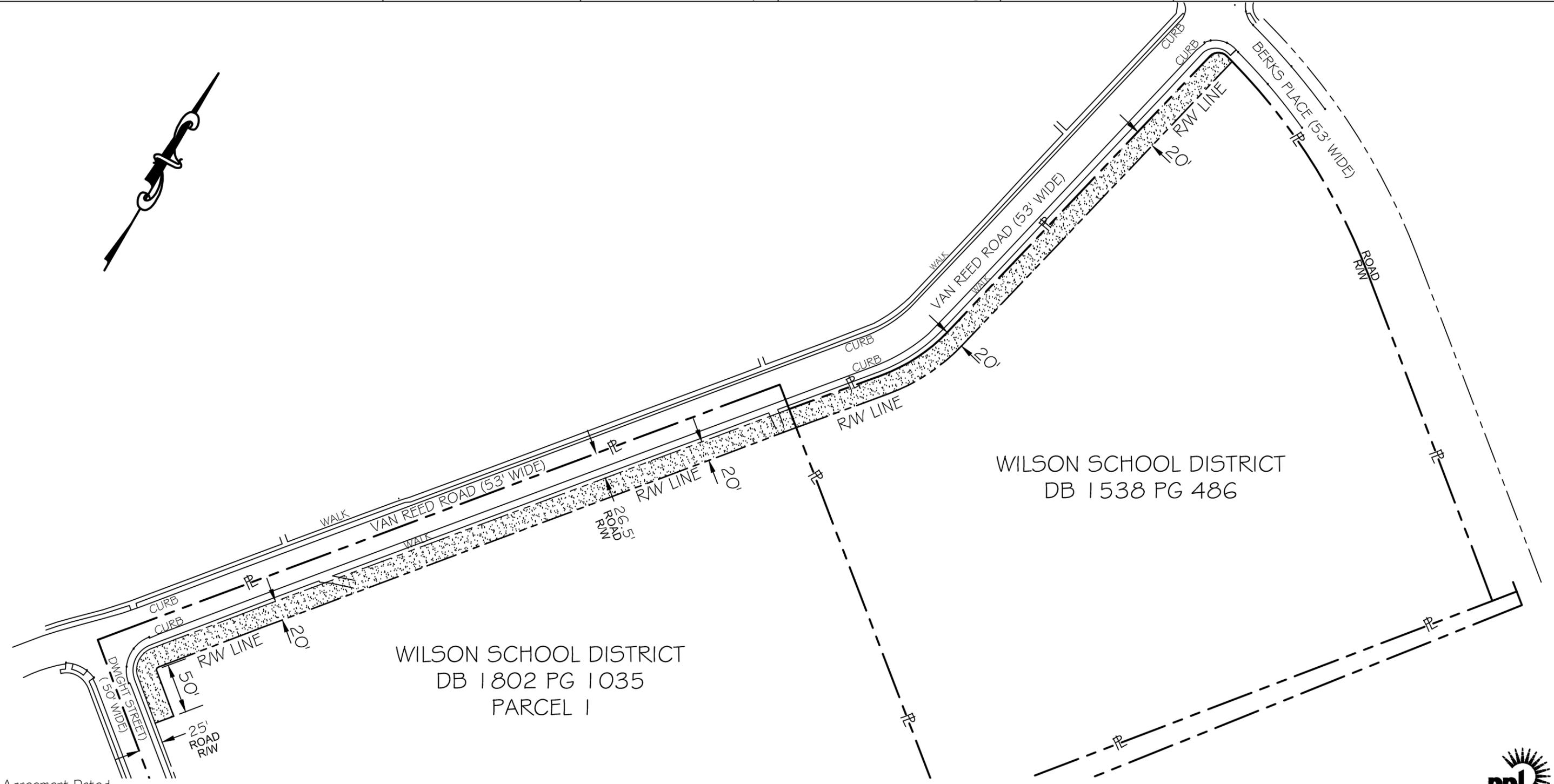
B

C

A

B

C



WILSON SCHOOL DISTRICT
DB 1802 PG 1035
PARCEL 1

WILSON SCHOOL DISTRICT
DB 1538 PG 486

Agreement Dated _____
Copy of this Plan _____
Received By _____
Date _____

NOTE: FOR EXACT LOCATION OF R/W AND/OR FACILITIES WITHIN THE R/W,
CONTACT THE LOCAL PPL ELECTRIC UTILITIES CORPORATION OFFICE.



PPL ELECTRIC UTILITIES

ACCT.- 10022753		STATE HILL-WYOMISSING TIE 1 & 2	
ECN #- 8973		PLAN SHOWING ELECTRIC LINE RIGHT OF WAY OVER PROPERTY OF	
SCALE- NONE		WILSON SCHOOL DISTRICT	
BY- RRC		D.B. 1802, PG. 1035 PARCEL 1 & D.B. 1538, PG. 0486	
REV'D- RJK		SPRING TOWNSHIP BERKS COUNTY, PA.	
		APPROVED MICHAEL J. SKOKOSKI	DATE 10/24/2017
		PPL ELECTRIC UTILITIES	
AC	B	DRAWING NO.	SHEET NO.
CAD ID	FORMAT	EU00534926	1
			REVISION 0

PPL ELECTRIC UTILITIES
FORM EU (02/16)

NO.	DATE	ACCT.	ECN/FCN	REVISION	BY	REV'D	APPR.
				50505			
				PRIMARY LOC CODE	LOC CODE	LOC CODE	LOC CODE
				PLAN & PROFILE PRIMARY	PLAN & PROFILE		

THIS FORMAT CONTAINS REQUIRED METADATA ATTRIBUTES