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File #: 140074

January 22, 2018

VIA ELECTRONIC FILING

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor North
P.O. Box 3265
Harrisburg, PA 17105-3265

Re: Carl R. Nolan v. PPL Electric Utilities Corporation
Docket No. C-2018-2640728

Dear Secretary Chiavetta:

Enclosed please find the Preliminary Objections of PPL Electric Utilities Corporation to the Complaint of Carl R. Nolan for filing in the above-referenced proceeding. Copies will be provided as indicated on the Certificate of Service.

Respectfully submitted,

A handwritten signature in black ink, appearing to be "DR", written over a horizontal line.

Devin Ryan

DTR/jl
Enclosures

cc: Certificate of Service

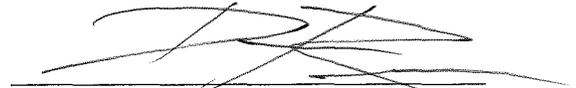
CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been served upon the following persons, in the manner indicated, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant).

VIA E-MAIL & FIRST CLASS MAIL

Carl R. Nolan
12 West Second Avenue
South Williamsport, PA 17702
rolanrealestate@comcast.net

Date: January 22, 2018



Devin T. Ryan

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Carl R. Nolan,	:	
	:	
Complainant,	:	
	:	
v.	:	Docket No. C-2018-2640728
	:	
PPL Electric Utilities Corporation,	:	
	:	
Respondent.	:	

NOTICE TO PLEAD

YOU ARE HEREBY ADVISED THAT, PURSUANT TO 52 PA. CODE § 5.101, YOU MAY FILE AN ANSWER TO THE ENCLOSED PRELIMINARY OBJECTIONS WITHIN TEN (10) DAYS OF THE DATE OF SERVICE HEREOF. YOUR ANSWER TO THE PRELIMINARY OBJECTIONS MUST BE FILED WITH THE SECRETARY OF THE PENNSYLVANIA PUBLIC UTILITY COMMISSION, P.O. BOX 3265, HARRISBURG, PA 17105-3265. A COPY SHOULD ALSO BE SERVED ON THE UNDERSIGNED COUNSEL.

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Of Counsel:

Post & Schell, P.C.

Date: January 22, 2018

Attorneys for PPL Electric Utilities Corporation

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Carl R. Nolan,	:	
	:	
Complainant,	:	
	:	
v.	:	Docket No. C-2018-2640728
	:	
PPL Electric Utilities Corporation,	:	
	:	
Respondent.	:	

**PRELIMINARY OBJECTIONS OF
PPL ELECTRIC UTILITIES CORPORATION TO THE
COMPLAINT OF CARL R. NOLAN**

TO THE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

AND NOW, comes PPL Electric Utilities Corporation (“PPL Electric” or the “Company”) and hereby files Preliminary Objections, pursuant to the regulations of the Pennsylvania Public Utility Commission (“Commission”) at 52 Pa. Code § 5.101, and respectfully requests that the Formal Complaint (“Complaint”) filed by Carl R. Nolan (“Complainant”) be summarily dismissed in its entirety and with prejudice.

As explained herein, the Complainant’s challenge to the Company’s use of herbicides within its existing rights-of-way should be dismissed. The Commission lacks jurisdiction over these claims because it does not have the authority to interpret the terms of PPL Electric’s valid and irrevocable right-of-way agreements, and the Pennsylvania Department of Agriculture has exclusive jurisdiction to regulate the use and application of herbicides. Furthermore, the Complaint should be dismissed in its entirety because there is ongoing civil litigation between

the parties involving a determination as to the Company's rights to access the rights-of-way and maintain vegetation within the rights-of-way through herbicides and other means.

In support thereof, PPL Electric states as follows:

I. BACKGROUND

1. PPL Electric is a "public utility," an "electric distribution company," and a "default service provider" as defined in Sections 102 and 2803 of the Pennsylvania Public Utility Code, 66 Pa.C.S. §§ 102, 2803. PPL Electric furnishes electric distribution, transmission, and default supply services to approximately 1.4 million customers throughout its certificated service territory, which includes all or portions of 29 counties and encompasses approximately 10,000 square miles in eastern and central Pennsylvania.

2. By Secretarial Letter dated January 2, 2018, PPL Electric was served with the above-captioned Complaint. In the Complaint, the Complainant disputes the Company's maintenance of the Company's existing rights-of-way ("ROWs") traversing his property. (Complaint ¶ 4). The Complainant avers that he is "all in favor of [PPL Electric] maintaining the right of way in removing tree growth that could damage the electrical lines." (Complaint ¶ 4) However, he challenges the removal of bushes, flowers, and undergrowth within the ROWs. (Complaint ¶ 4) Additionally, the Complainant contends that the Company should not use herbicides to remove and control the vegetation within the ROWs. (Complaint ¶ 4) He claims that such herbicides would be sprayed close to his well water and could percolate into his well water, as well as kill non-invasive plant life and reptiles. (Complaint ¶ 4) As relief, he requests a mutual agreement with the Company for the maintenance of the ROWs. (Complaint ¶ 5)

3. PPL Electric herein files these Preliminary Objections to the Complaint. For the reasons explained below, the Company respectfully requests that: (1) the Complainant's claims

related to the use of herbicides be dismissed pursuant to Section 5.101(a)(1) and (4) because (a) the Commission lacks jurisdiction over the terms of the transmission ROW agreements by and between PPL Electric and the Complainant and (b) the regulation and use of herbicides is exclusively within the jurisdiction of the Pennsylvania Department of Agriculture; and (2) the Complaint be dismissed in its entirety pursuant to Section 5.101(a)(6) because issues related to the maintenance of the ROWs and the interpretation of the ROW agreements are already the subject of an ongoing civil litigation between the parties before the Court of Common Pleas in Lycoming County at Docket No. 17-1763. *See* 52 Pa. Code § 5.104(a)(1), (4), (6).

II. STANDARD OF REVIEW

4. Pursuant to the Commission's regulations, preliminary objections in response to a pleading may be filed on several grounds, including:

- (1) Lack of Commission jurisdiction or improper service of the pleading initiating the proceeding.
- (2) Failure of a pleading to conform to this chapter or the inclusion of scandalous or impertinent matter.
- (3) Insufficient specificity of a pleading.
- (4) Legal insufficiency of a pleading.
- (5) Lack of capacity to sue, nonjoinder of a necessary party or misjoinder of a cause of action.
- (6) Pendency of a prior proceeding or agreement for alternative dispute resolution.
- (7) Standing of a party to participate in the proceeding.

52 Pa. Code § 5.101(a) (emphasis added).

5. In ruling on preliminary objections, the Presiding Officer must accept as true all well-pled allegations of material facts as well as all inferences reasonably deducible therefrom.

Stilp v. Commonwealth., 910 A.2d 775, 781 (Pa. Cmwlth. 2006) (“*Stilp*”) (citing *Dep’t of Gen. Servs. v. Bd. of Claims*, 881 A.2d 14 (Pa. Cmwlth. 2005)), *affirmed* 974 A.2d 491 (Pa. 2009). However, the Presiding Officer need not accept as true conclusions of law, unwarranted inferences from facts, argumentative allegations, or expressions of opinion. *Stanton-Negley Drug Co. v. Dep’t of Pub. Welfare*, 927 A.2d 671, 673 (Pa. Cmwlth. 2007), *affirmed*, 962 A.2d 670 (Pa. 2009). Notwithstanding, any doubt must be resolved in favor of the non-moving party. *Stilp* at 781.

6. In addition, the Presiding Officer must determine whether, based on the factual pleadings, if recovery is possible. *See Rok v. Flaherty*, 527 A.2d 211, 214 (Pa. Cmwlth. 1987) (citation omitted). Indeed, for preliminary objections to be sustained, it must appear with certainty that the law will permit no recovery. *See Stilp* at 781; *Milliner v. Enck*, 709 A.2d 417, 418 (Pa. Super. 1998) (quoting *Santiago v. Pa. Nat. Mut. Cas. Ins. Co.*, 613 A.2d 1235, 1238 (Pa. Super. 1992)).

III. PRELIMINARY OBJECTIONS

A. **PRELIMINARY OBJECTION NO. 1 – THE COMPLAINANT’S CLAIMS ABOUT THE USE OF HERBICIDES SHOULD BE DISMISSED BECAUSE THE COMMISSION LACKS JURISDICTION**

7. PPL Electric incorporates by reference Paragraphs 1 through 6 as if fully set forth herein.

8. The Complainant’s claims related to the use of herbicides should be dismissed pursuant to Section 5.101(a)(1) and (4) because (1) the Commission lacks jurisdiction over the terms of the transmission ROW agreements by and between PPL Electric and the Complainant and (2) the regulation and use of herbicides is exclusively within the jurisdiction of the Pennsylvania Department of Agriculture.

1. The Commission Lacks Jurisdiction over the Terms of the Transmission ROW Agreements

9. The Complainant's claims about the use of herbicides should be dismissed because the Commission lacks jurisdiction over the terms of the transmission ROW agreements at issue.

10. PPL Electric has three transmission ROWs traversing over the Complainant's property, which were granted pursuant to three ROW agreements: the Bastian 1952 ROW, the Stryker 1953 ROW, and the Bastian 1964 ROW. True and correct copies of these ROW agreements are attached hereto as **Appendix A**, **Appendix B**, and **Appendix C**.

11. All three ROW agreements provide PPL Electric with the express right to maintain the vegetation within these ROWs. (*See* Appendix A, p. 1; Appendix B, p. 1; Appendix C, p. 1)

12. Moreover, the Company's use of herbicides is permitted by the express terms of two of the three ROW agreements: the Bastian 1952 ROW and the Stryker 1953 ROW. Specifically, those two ROW agreements provide the following:

[T]he 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 on said strip of land or adjoining the same which in the judgment of the said Company, its successors, assigns, or lessees, may at any time interfere with the construction, reconstruction, maintenance or operation of the said lines, poles, towers, wires, cables or other fixtures and apparatus, 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 spray said brush and undergrowth with chemicals for their removal and control.

(Appendix A, p. 1; Appendix B, p. 1) (emphasis added).¹

¹ The Bastian 1964 ROW also includes this language but goes on to state that "Trees and brush [are] not to be sprayed with chemicals." (Appendix C, p. 1) Consistent with its contractual duty, PPL Electric will not spray chemicals on trees and brush that are located in the Bastian 1964 ROW.

13. The Complainant acknowledges that PPL Electric has existing ROWs traversing his property, but nevertheless challenges the Company's use herbicides to remove and control vegetation within the ROWs. (Complaint ¶¶ 4-5)

14. Notably, the Complainant omits that the express terms of the Bastian 1952 and Stryker 1953 ROW agreements grant PPL Electric the right to use herbicides.

15. PPL Electric recognizes that courts have held that the vegetation management generally is a utility service within the Commission's jurisdiction.²

16. However, in order to grant the relief requested by the Complainant and prohibit PPL Electric from using herbicides, the Commission would have to interpret and essentially reform the Bastian 1952 ROW and the Stryker 1953 ROW agreements.

17. It is well-established that the Commission lacks jurisdiction over private contractual disputes between a utility and a customer, including the interpretation of ROW agreements. *See, e.g., Allport Water Authority v. Winburne Water Co.*, 393 A.2d 673, 675 (Pa. Super. 1978); *Feingold v. Bell of Pa.*, 383 A.2d 791, 794 (Pa. 1978); *Hoch v. Phila. Elec. Co.*, 492 A.2d 27, 31-32 (Pa. Super. 1985); *Perrige v. Metro. Edison Co.*, Docket No. C-00004110, pp. 5-6 (Order entered July 11, 2003).

18. In fact, the Commission's own regulations prescribe that it lacks jurisdiction over ROW agreements and that any matters related to such agreements must be addressed in the courts of common pleas. *See* 52 Pa. Code § 57.91.

19. Therefore, the Commission lacks jurisdiction to interpret the Company's express contractual right to use herbicides.

² The Commission exercises jurisdiction over vegetation management as a part of utility service under Section 1501 of the Code, 66 Pa. C.S. § 1501. *See West Penn Power Co. v. Pa. PUC*, 578 A.2d 75 (Pa. Cmwlth. 1990); *PECO Energy Co. v. Twp. of Upper Dublin*, 922 A.2d 996 (Pa. Cmwlth. 2007).

20. Even if the Commission had jurisdiction over the ROW agreements, which it does not for the reasons explained previously, and seeks to reform the ROW agreements, the Commission's ability to reform the agreements is constrained by Section 508 of the Public Utility Code. *See* 66 Pa. C.S. § 508.

21. Although Section 508 provides the Commission with the power to vary, reform, and revise public utility contracts, such power is limited to modifying contractual terms that are adverse to the public welfare. *See id.* As the Pennsylvania Supreme Court found:

The Commission, however, is not authorized to impair pre-existing contractual rights and duties except under limited circumstances. The appellants ask this Court to permit the Commission to abrogate the road occupancy contracts as a legitimate exercise of police power. Unless it appears, however, that these contracts adversely affect the public welfare, the legislature may not interfere with the cost allocation provisions. *Director General of Railroad v. West Penn Railways Co.*, 281 Pa. 309, 126 Atl. 767 (1924). This Court has limited the contract abrogation ambit of the Commission to particular circumstances. The Commission's power to set aside contracts does not apply to a contract which does not affect the common welfare by directly influencing rates or actual operations of the public utility. *Pittsburgh and Lake Erie Railroad Co. v. McKees Rocks Borough*, 287 Pa. 311, 135 Atl. 227 (1926). (449 Pa. at 410).

Philadelphia v. Pa. PUC, 296 A.2d 804, 808 (Pa. 1972) (emphasis added).

22. As explained below, the Pennsylvania Department of Agriculture has exclusive jurisdiction to regulate the use and application of herbicides. *See* Section III.A.2, *infra*.

23. Thus, the Commission cannot grant the relief requested and reform the ROW agreements because it lacks jurisdiction to examine whether the use of herbicides pursuant to the ROW agreements is adverse to the public welfare.

2. The Commission Lacks Jurisdiction to Regulate the Use of Herbicides

24. The Complainant's claims related to the use of herbicides should be dismissed because regulating the use and application of herbicides is within the exclusive jurisdiction of the Pennsylvania Department of Agriculture.

25. It is well-established that the Commission can only adjudicate matters that are within its jurisdiction, not with the jurisdiction of other administrative agencies. *Polites v. Pa. PUC*, 928 A.2d 388, 391 (Pa. Cmwlth. 2007).

26. The Commission is responsible for ensuring that public utilities provide adequate, efficient, safe, and reasonable service. *See* 66 Pa. C.S. § 1501. Such service has been broadly defined to include “any and all acts done, rendered, or performed, and any and all things furnished or supplied, and any and all facilities used, furnished, or supplied by public utilities . . . in the performance of their duties under this part to their patrons, employees, other public utilities, and the public, as well as the interchange of facilities between the two of them.” *Id.* § 102. Relevant here, courts have found that vegetation management generally falls within the definition of a public utility service. *See* note 2, *supra*.

27. However, nothing in the Public Utility Code grants the Commission the authority to regulate the use and application of herbicides.

28. Indeed, the Pennsylvania Pesticide Control Act of 1973 (“Pesticide Control Act”) governs the “use, application, and disposal of pesticides” and vests the exclusive regulatory power in the Secretary of Agriculture. 3 P.S. §§ 111.23, .27. Specifically, the Pesticide Control Act states, “[T]he secretary is authorized . . . [t]o determine pesticides, and quantities of substances contained in pesticides, which are injurious to the environment,” and such determinations “shall be consistent with the Federal Environmental Protection Agency regulations.” *Id.* § 111.27(a)(2).

29. Important here, the term “pesticides” includes herbicides. *See id.* § 111.24(31).³

30. As a result, the Department of Agriculture exclusively regulates the use and application of herbicides. Indeed, the Department of Agriculture’s regulations prohibit the application of herbicides to another owner’s property without his or her permission as well as the use of an herbicide in a manner that results in unwanted residue; however, these prohibitions do not apply in the case of ROWs. *See* 7 Pa. Code § 128.103(f)-(g). “[T]he Commission does not have jurisdiction to enforce the Regulations of DEP or another state agency.” *Bernardi v. West Penn Power Co.*, Docket No. C-2014-2453852, pp. 8-9 (Order entered May 5, 2016).

31. Therefore, although “service” is broadly defined in the Public Utility Code and generally includes vegetation management, the Commission cannot overstep its authority and intrude upon the jurisdiction of the Department of Agriculture. *See Polites v. Pa. PUC*, 928 A.2d at 391; *see also Rovin v. Pa. PUC*, 502 A.2d 785 (Pa. Cmwlth. 1986); *Pickford v. Pa. PUC*, 4 A.3d 707, 713 (Pa. Cmwlth. 2010); *Country Place Waste Treatment Co. v. Pa. PUC*, 654 A.2d 72 (Pa. Cmwlth. 1995).⁴

32. Thus, the Commission lacks jurisdiction to regulate or prohibit PPL Electric’s use of herbicides within the existing ROWs traversing the Complainant’s property.

³ “‘PESTICIDE’ means any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest, and any substance or mixture of substances intended for use as a plant regulator, defoliant, or desiccant.”

⁴ PPL Electric recognizes that the Commission has addressed utilities’ use of herbicides in previous complaint cases. *See, e.g., Bernardi v. West Penn Power Co.*, Docket No. C-2014-2453852, p. 9 (Order entered May 5, 2016). However, the Commission is not bound by the rule of *stare decisis* and may follow, distinguish, or overrule its own precedent. *See PECO Energy Co. v. Pa. PUC*, 791 A.2d 1155, 1166 (Pa. 2002) (citations omitted). As explained above, the Commission lacks jurisdiction over the terms of the transmission ROW agreements at issue, and any attempt by the Commission to regulate the use or application of herbicides has been preempted by the Pesticide Control Act. Therefore, the Company respectfully maintains that the Commission does not have authority to regulate or prohibit the use or application of herbicides, as requested by the Complainant.

WHEREFORE, PPL Electric respectfully requests that the Complainant's claims related to the use of herbicides in the above-captioned Complaint be summarily dismissed pursuant to 52 Pa. Code § 5.101(a)(1) and (4).

B. PRELIMINARY OBJECTION NO. 2 – THE COMPLAINT SHOULD BE DISMISSED BECAUSE THE ISSUES RAISED ARE THE SUBJECT OF AN ONGOING CIVIL LITIGATION BETWEEN THE PARTIES

33. PPL Electric incorporates by reference Paragraphs 1 through 32 as if fully set forth herein.

34. The Complaint should be dismissed in its entirety because issues related to PPL Electric's rights under the three ROW agreements to maintain vegetation within the ROWs are already the subject of ongoing civil litigation between the parties before the Court of Common Pleas in Lycoming County at Docket No. 17-1763.

35. As mentioned previously, PPL Electric has three valid and irrevocable ROWs traversing the Complainant's property. The ROW agreements provide the Company the right to access the ROWs in order to maintain the vegetation.

36. On December 8, 2017, PPL Electric filed a Complaint against the Complainant in the Court of Common Pleas in Lycoming County at Docket No. 17-1763. A true and correct copy of the Complaint (without exhibits) is attached hereto as **Appendix D**.

37. In PPL Electric's Complaint, the Company seeks to permanently enjoin the Complainant from interfering with its personnel and contractors accessing the ROWs and performing work on trees and vegetation within the ROWs. (Appendix D ¶¶ 35-58) As averred in the Complaint, the Complainant has interfered with and threatened bodily harm to the Company's personnel and contractors when they have tried to access and perform work in the ROWs. (Appendix D ¶¶ 13-34) Such actions prevent the Company from exercising its rights

under the ROW agreements to trim trees, brush, or other undergrowth and to use herbicides within the ROWs as well as threaten the use and safety of PPL Electric's facilities. (*See* Appendix D ¶¶ 34, 46) Moreover, PPL Electric's Complaint "requests that the Court declare the respective rights and obligations of the parties pursuant to the ROW Agreements." (Appendix D ¶ 60)

38. Here, through the above-captioned Complaint, the Complainant is attempting to litigate these issues in two forums. Both of these proceedings involve determining the Company's right to exercise its rights under the ROW agreements to maintain vegetation within the ROWs and to use herbicides. Indeed, if the instant Complaint were to proceed, there could be contrary determinations as to the Company's rights by the Court of Common Pleas and the Commission.

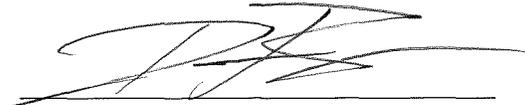
39. Therefore, because the civil litigation is ongoing, involves the same issues, and pre-dates the filing of the instant Complaint, such Complaint should be dismissed in its entirety and with prejudice.

WHEREFORE, PPL Electric respectfully requests that the above-captioned Complaint be summarily dismissed in its entirety and with prejudice pursuant to 52 Pa. Code § 5.101(a)(6).

IV. CONCLUSION

WHEREFORE, PPL Electric Utilities Corporation respectfully requests that the Complaint filed by Carl R. Nolan be dismissed in its entirety and with prejudice for the reasons set forth above.

Respectfully submitted,



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Amy E. Hirkis (ID # 310094)
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Of Counsel:

Post & Schell, P.C.

Date: January 22, 2018

Attorneys for PPL Electric Utilities Corporation

APPENDIX “A”

PPAL FORM 100 (9 M & C REV.)

FAIRFIELD TAP OF PENNSYLVANIA POWER & LIGHT COMPANY
Know all Men by these Presents, That W. CLYDE E. BASTIAN
MINNIE C. BASTIAN Heirs of R. D. I. WILLIAMS PORT, PA. **66KV LINE**

In consideration of the sum of One Dollar (\$1.00) to 43 paid at the date hereof by PENNSYLVANIA POWER & LIGHT COMPANY, the receipt whereof is hereby acknowledged, and in consideration of the further sum of FIVE HUNDRED (\$500.00) Dollars to be paid to 43 when the rights hereby granted are exercised by the said Company, do hereby, for

OURSELVES, OUR heirs, executors, administrators and assigns, irrevocably grant and convey unto the said PENNSYLVANIA POWER & LIGHT COMPANY, its successors, assigns, and lessees, the right to construct, operate and maintain, and from time to time to reconstruct its electric lines, including such poles, towers, cables and wires above and under the surface of the ground, fixtures and apparatus as may be from time to time necessary for the convenient transaction of the business of the said Company, its successors, assigns and lessees, upon, across, over, under and along a strip of land 100 feet in width, said strip being a part of the property which WE own, or in which WE have any interest in the TOWNSHIP of PANASTON, County of LANCASTER, Commonwealth of Pennsylvania, and upon, across, over, under and

along the roads, streets and highways adjoining the said property, as shown on the plan hereto attached and made a part hereof, including the right of ingress and egress to and from the said lines at all times for any of the purposes aforesaid, together with the right to set and maintain the necessary guy and brace poles or towers and anchors, and to attach thereto the necessary guy wires; also 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 on said strip of land or adjoining the same which in the judgment of the said Company, its successors, assigns or lessees, may at any time interfere with the construction, reconstruction, maintenance or operation of the said lines, poles, towers, wires, cables or other fixtures and apparatus, 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 spray said brush and undergrowth with chemicals for their removal and control; and in consideration of the said payments do hereby release and quitclaim the said PENNSYLVANIA POWER & LIGHT COMPANY, its successors, assigns and lessees, of and from any and all damages, loss or injury that may be at any time caused by or result from the construction, reconstruction, operation and maintenance of the said lines, or the cutting down, trimming or removal of any and all trees, brush or other undergrowth on said premises.

And, further, in consideration of said payments, WE do hereby covenant and agree for OURSELVES and OUR heirs, executors, administrators, and assigns, to and with the said PENNSYLVANIA POWER & LIGHT COMPANY, its successors, assigns and lessees, that no house, barn or other structure, or inflammable or explosive materials of any kind, shall be built or stored on said strip of land or within a distance of fifty (50) feet from either side of the said strip of land, and that the said Company, its successors, assigns or lessees, shall not be limited in its or their enjoyment of the rights hereby granted to such poles, towers, wires, cables, fixtures and apparatus as may be first constructed on said strip of land, but that the said Company, its successors, assigns or lessees, shall have, at all times in the future, the right to construct, operate and maintain, and from time to time to reconstruct additional poles, towers, wires, cables, fixtures and apparatus upon, across, over, under or along the said strip of land.

Witness OUR hand and seal this 15th day of MAY 1952,
Signed, sealed and delivered in the presence of:

Myself

Clyde E. Bastian (SEAL)
Minnie C. Bastian (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

Received JUN 28 1952, of PENNSYLVANIA POWER & LIGHT COMPANY the sum of FIVE HUNDRED (\$500.00) Dollars, in full payment of the further consideration above mentioned

Clyde E. Bastian

13
GRID # 21992
PPAL CO. - CORPORATE FILES
38819

BRUCE BASTIAN
To D.B. 380 P.241 Jan. 30 1951
Clyde Bastian

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF LYCOMING } SS:

On this 15TH day of MAY 1952, before me, a Notary Public for the Commonwealth aforesaid, commissioned for and residing in the Borough of Danville of County of MONTGOMERY, came the above named CLYDE E. BASTIAN and MANNIE C. BASTIAN and acknowledged the foregoing instrument to be THEIR act and deed, and desired the same to be recorded as such.

Witness my hand and notarial seal the day and year aforesaid.
[Signature]
Notary Public
My commission expires Jan. 26, 1953.

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF } SS:

On this _____ day of _____ 19____, before me, a Notary Public for the Commonwealth aforesaid, commissioned for and residing in the _____ of _____ County of _____, came the above named _____ and acknowledged the foregoing instrument to be _____ act and deed, and desired the same to be recorded as such.

Witness my hand and notarial seal the day and year aforesaid.

Notary Public
My commission expires _____

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF } SS:

On this _____ day of _____ 19____, before me, a Notary Public for the Commonwealth aforesaid, _____ in the _____ of _____ County of _____, came the above named _____ and acknowledged the foregoing instrument to be _____ act and deed, and desired the same to be recorded as such.

Witness my hand and notarial seal the day and year aforesaid.

Notary Public
My commission expires _____

Recorded in the Office for Recording of Deeds in and for Lycoming County, in Deed Book 386 Page 264, etc.
WITNESS my hand and seal of Office this 16th day of Feb. 1953.

[Signature]
Recorder

FAIRFIELD TAP

13

RECEIVED from PENNSYLVANIA POWER & LIGHT COMPANY the sum of

One Dollar (\$100)

being the consideration in full for the right, privilege and authority to
*install and maintain two farm gates on ~~either~~ the
east and west sides of WR 41073*
on property which I own or in which I have any interest in the

Township of *Armstrong*, County of *Lycoming*,

Commonwealth of Pennsylvania, and do hereby release and quitclaim the said
PENNSYLVANIA POWER & LIGHT COMPANY, its successors, assigns and lessees, of and
from any and all damages, loss or injury that may result on said property in the
exercise of the above privilege.

IN WITNESS WHEREOF, I have hereunto set *my* hand and
seal this *1st* day of *February*, 1977.

Signed, sealed and delivered
in the presence of:

William F. Sinclair

Clyde E. Bastian (SEAL) *single*
(SEAL)

CLYDE E. BASTIAN

GRID # 21992 @ 38864
PP&L CO. - CORPORATE FILES

PENNA. PWR. & LIGHT

21992 N38869

CORP. FILES - DOC. #

**RETURN TO
CORPORATE FILE
General Office, TW-2**

Grantor: Bastian, Clyde E. & Minnie C.

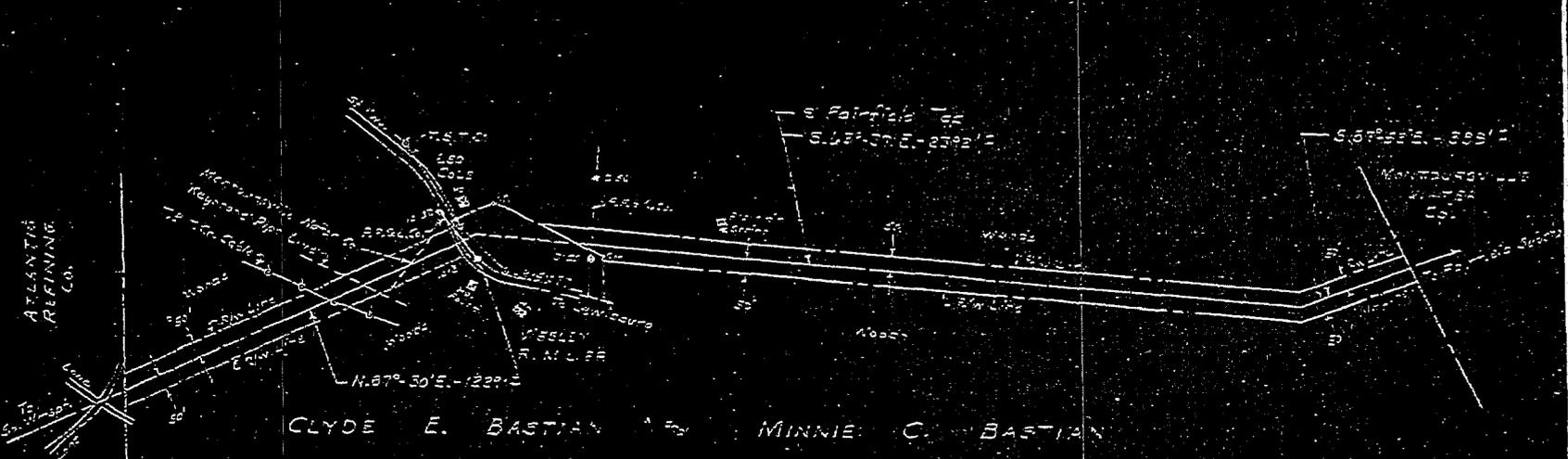
Date: 5/15/52

**Do Not Remove
or
Alter Contents**

To Be Returned Within 30 Days After Charge Out

LB-40778-0

NO.	DATE	REVISION	BY



CLYDE E. BASTIAN AND MINNIE C. BASTIAN

FAIRFIELD TAP
 PLAN SHOWING ELECTRIC LINE RIGHT OF WAY OVER PROPERTY OF
 CLYDE E. BASTIAN AND MINNIE C. BASTIAN,
 ARMSTRONG TWP., LYCOMING CO., PA.
 SCALE: 1"=400' NOVEMBER 15, 1936

APPROVED *[Signature]* TRANSMISSION ENGINEER
 PENNSYLVANIA POWER & LIGHT COMPANY
 ALLENTOWN, PA.

LB-40778-0

DRAWN BY *[Signature]*
 CHECKED *[Signature]*
 CORRECTED *[Signature]*
 APPROVED *[Signature]*

ER-120333

209

3.25

Right of Way

Clyde E. Bastian et ux

to

Penna. P. & L. Co.

Attach Map

LYCOMING COUNTY

50

FEB 16 8 42 AM '53

2.75

J. CLYDE BROWN
RECORDER OF DEEDS

3.25

Abstracted by: #.B.C.

MONTOURSVILLE 66 KV. TAP

GLYDE and MINNIE G. BASTIAN PROPERTY #1
Armstrong Township, Lycoming County, Pa.
October 14, 1952.

Bruce Bastian, single

Deed Dated: January 30, 1952

Date Recorded: January 30, 1952

Place Recorded: Deed Book 380 page 261

Consideration: \$1 etc.

Estate Conveyed: Fee with reservations

1 to
Clyde Bastian and
Minnie G. Bastian,
his wife

General Warranty

\$2.75 USIR stamps affixed

DESCRIPTION: All the grantor's right, title and interest in and to all that certain message or tract of land situate in Armstrong Township, Lycoming County, Pa., bounded and described as follows:

Beginning at a post at the low water mark in the West Branch of the Susquehanna River at the E line of an orchard; thence S 21 deg. W 20.2 perches to a post; thence N 72 deg. W 23.9 perches to a stone; thence S 16-1/2 deg. W 36 perches to a buttonwood; thence N 75-1/2 deg. W 7.4 perches to a stone; thence S 19 deg. W 14.2 perches to stones; thence S 81 deg. E 59 perches to a gum; thence N 20 deg. E 34 perches to a birch; thence N 23 deg. E 11.4 perches to a post; thence S 35-3/4 deg. E 32 perches to a post; thence N 46-1/2 deg. E 25 perches to a post at low water mark in the West Branch of the Susquehanna River; thence by said river N 33 deg. W 32 perches to a post; thence by said river N 44 deg. W 24.5 perches to a post; thence by the said river N 50 deg. W 25 perches to a post; thence by said river N 57 deg. W 11.5 perches to the place of beginning, containing 72 Acres 130 perches, more or less.

EXCEPTING AND RESERVING that portion of the above described premises conveyed by Robert F. Bastian and Maggie Bastian, his wife, to Elmer Sholder, by deed dated July 7, 1900 and recorded in Deed Book 169 page 434, and that portion sold by unrecorded article of agreement to W. H. Whitehead and A. G. Rothfuss, being a part of the premises conveyed by them to Sylvan Dell Park Association by deed dated Mardi 21, 1902 and recorded in Deed Book 178 page 322. (See Nos. 22 and 21 of this abstract.)

RECITAL: Being part of the same premises conveyed unto John H. G. Bastian and Robert Porter Bastian by Nancy Ewing and J. Ewing and J. Ewing, her husband, by deed dated April 1, 1887 and recorded in Deed Book 112 page 29, and being the same premises which John H. G. Bastian and Sarah K. Bastian, his wife, conveyed all their undivided 1/2 interest to Robert P. Bastian, by deed dated April 6, 1894 and recorded in Deed Book 141 page 107, excepting the two parcels conveyed by Robert P. Bastian as shown in the above description. The said Robert Porter Bastian died March 3, 1926, leaving a will recorded in Will Book 20 page 405, wherein, inter alia, he left the above described premises to his wife, Maggie Bastian, for life, and after her death to his three sons, Clyde Bastian, Charles Bastian and Bruce Bastian. The said Maggie Bastian died April 27, 1946. The First National Bank of Williamsport, Gdn. of the estate of Charles A. Bastian, conveyed all the right, title and interest of the said Charles A. Bastian in the above described premises to Clyde Bastian and Bruce Bastian by its deed dated July 16, 1947 and recorded in Deed Book 349 page 281.

The purpose of this deed is to invest the entire interest in the above described premises in Clyde Bastian and Minnie C. Bastian, his wife, as tenants by entireties.

The First National Bank of Williamsport, Pa., Gdn. of the estate of Charles A. Bastian, a weak minded person,

Deed Dated: July 16, 1947

Date Recorded: July 16, 1947

Place Recorded: Deed Book 349 page 281

Consideration: \$6,000

2

to

Estate Conveyed: All the right, title and interest of Charles A. Bastian, a weak-minded person, in fee with reservations

Fiduciary's Warranty

Clyde Bastian and Bruce Bastian

\$6.60 USIR stamps affixed

DESCRIPTION: All the right, title and interest of Charles A. Bastian, a weak minded person in and to, inter alia, Parcel No. 2, same as at No. 1 of this abstract, with same exception and reservation.

RECITAL: See No. 1.

Recites further that on the death of Maggie Bastian, the surviving spouse of Robert Porter Bastian, dec'd, Clyde Bastian, Charles Bastian and Bruce Bastian, the three sons of Robert Porter Bastian, dec'd, became the owners in and to the two parcels of real estate hereinafter described, and at Court of Common Pleas held December 12, 1946, of December Term 1946, #3, The First National Bank of Williamsport, Pa. was appointed Guardian of the estate

of Charles A. Bastian, a weak minded person, who, on April 30, 1947 petitioned the Orphans Court to authorize the sale of the undivided 1/3 interest of Charles A. Bastian, a weak minded person, to his two brothers, Clyde Bastian and Bruce Bastian, less the expenses incident to the sale and less Charles A. Bastian's proportionate share of the transfer inheritance tax due the Commonwealth of Pennsylvania, subject to the necessary adjustment of taxew.

Recites further that on May 19, 1947 the Orphans Court ordered and decreed that the aforesaid Guardian make execute and deliver a deed conveying the two parcels of real estate herein described to Clyde Bastian and Bruce Bastian at private sale for the sum of \$6000, the purchaser to take title in fee simple, indefeasible by any person or persons having present or expectant interest in said premises.

In re Estate

3

of

Charles A. Bastian, a weak minded person

In the Court of Common Pleas.

#5 December Term 1946

November 19, 1946, petition filed setting forth inter alia that Charles A. Bastian has a 1/3 interest under the terms of the will of his father, Robert Porter Bastian, in a 64 Acre farm inter alia in Armstrong Township, Lycoming County, Pa., and that the following are the only child and brothers of the said Charles A. Bastian:

Robert P. Bastian, single
Clyde " brother
Bruce " "

all over the age of 21 years.

December 12, 1946, decree granted that Charles A. Bastian is incompetent to take care of his property, and appointed the First National Bank of Williamsport as Guardian, it first to file a bond in the amount of \$10,000. Bond filed and approved.

April 30, 1947, petition for private sale filed as recited at No. 2, and order filed May 19, 1947. (Filed to #146 March Term 1926 -- see #4.)

Last will etc.

Will Dated: June 3, 1911

Date Probated: May 27, 1926

Decedent Died: March 3, 1926

4

of

Affidavit of death filed

Place Recorded: Will Book 20 page 405 -
Orphans Court File #146 March T. 1926

Letters testamentary granted to Maggie
Bastian, May 27, 1926

Robert Porter Bastian,
dec'd

The will provides interalia as follows:

"I give, devise and bequeath to my wife, Maggie Bastian, all my estate, real, personal and mixed, to hold for and during the term of her natural life or during her widowhood, and in case of her death or remarriage, I give, devise and bequeath all of the remainder of said property, real, personal and mixed, to my three sons; Clyde Bastian, Charles Bastian and Bruce Bastian, to them, their heirs and assigns forever, provided, however, that in case of the remarriage of my said wife she shall receive from my estate such share thereof as she would be entitled to under the intestate laws of Pennsylvania, being chargeable with so much thereof as she may have consumed. * * *"

Testator appointed the above named Executrix.

5

NOTE: There is nothing of record in re the estate of Maggie Bastian, widow of the foregoing testator, except a notation in the foregoing file that she died ~~May~~ April 27, 1946.

John H. G. Bastian and
Sarah K. Bastian, his
wife,

Deed Dated: April 26, 1894

Date Recorded: May 3, 1894

Place Recorded: Deed Book 141, page
107.

6

to

Consideration: \$2550

Estate Conveyed: Fee in 1/2 interest

Robert P. Bastian

General Warranty

DESCRIPTION: All the undivided 1/2 interest in -- same as at
No. 1 of this abstract.

Nancy J. Ewing and J. H. Ewing, her husband,

Deed Dated: April 1, 1887

Date Recorded: April 20, 1887

Place Recorded: Deed Book 112 page 29

7 to

Consideration: \$8193.67

Estate Conveyed: Fee

Robert P. and John H. G. Bastian

General Warranty

DESCRIPTION: All that certain message and tract of land situate in Armstrong Township, Lycoming County, Pa., bounded and described as follows:

Beginning at a stone corner of land of Mrs. Abraham Young (formerly land of John Gibson estate) and low water mark of the West Branch of the Susquehanna River; thence S 11 deg. W 71 perches to the line of the right of way of the P. & E. R.R.; thence by the line of said right of way of said Phila. & Erie R.R. E along said right of way 18 perches to a post; thence S 11 deg. W 9 perches, thence W in a line parallel with said right of way 18 perches to line of John Gibson; thence along same S 11 deg. W 42 rods to a hemlock stump; thence N 84-1/2 deg. E 12-1/2 perches to a black oak stump; thence S 11 deg. W 102 rods or perches to a chestnut; thence S 81 deg. E 119.3 perches to a gum tree or sapling; thence by land of Lewis Huling N 20 deg. E 55.5 perches to a beech stump; thence by lands of Adam, Love and Huling and land of the present grantees N 21-1/2 deg. E 114 perches to a stone; thence N 6-1/2 deg. E 25 perches to a red oak at river; thence up along said river N 42-1/2 deg. W 22 perches to a stone; thence N 50 deg. W 46 perches to a stone; thence N 70 deg. W 17 perches to stone; thence up said river 50 deg. W 71.8 perches to the place of beginning, containing 148 Acres more or less.

REGITAL: Recites Deed Book 61 page 232, 236 and Deed Book 71 page 335, Deed Book 74 pages 552 and 557 and Deed Book 3-P page 84.

SEARCH LIST

Minnie C. Bastian	January 30, 1952	to	October 14, 1952
Clyde	March 3, 1926	"	"
Bruce	"	"	July 30, 1952
Charles A.	" (Est.)	"	January 16, 1948
Robert P.	" (Est.)	April 1, 1887	September 3, 1926
John H. G.	"	"	November 3, 1894

ADVERSE CONVEYANCES AND MISCELLANEOUS:

8

Clyde E. Bastian and
Minnie Bastian

Instrument Dated: November 25, 1938
Date Recorded: January 26, 1939
Place Recorded: Deed Book 283
page 647
Consideration: \$1

to

Bell Telephone Co.

Grants right of way for telephone and telegraph lines over premises in Armstrong Township, Lycoming County, Pa., bounded on the N by Susquehanna River, on the E by lands of Montoursville Borough (Water Shed land), on the S by State Highway Route #41037 and on the W by lands of R. P. Bastian estate and State Highway Route #41006.

9

Clyde E. Bastian and
Minnie C. Bastian, his
wife, and Bruce Bastian, also known as
Robert Bruce Bastian,
single,

Deed Dated: September 29, 1948
Date Recorded: September 29, 1948
Place Recorded: Deed Book 358
page 355
Consideration: \$100
Estate Conveyed: Fee
General Warranty
55¢ USIR stamps affixed

to

Emmerson W. Day

Description: All that certain piece of land situate in Armstrong Township, Lycoming County, Pa., bounded and described as follows:

Beginning at an iron pin at the intersection of the N line of right of way (Tarvia Road), formerly known as Montgomery Pike, with the E boundary of woodland now of Clyde E. Bastian and Robert Bruce Bastian, and thence in a N direction along said boundary line; thence W 60 ft. in a line parallel to the Old Montgomery Pike to an iron pin; thence S 140 ft. in a line parallel to the E boundary of woodland now of Clyde E. Bastian and Robert Bruce Bastian to an iron pipe in the N line of the Old Montgomery Pike; thence E along the N line of the Old Montgomery Pike 60 ft. to the point or place of beginning.

Recital: Recites chain of title of this abstract.

Margaret Elizabeth Bastian, widow, Clyde E. Bastian and Minnie N. Bastian, his wife, Charles A. Bastian and Violet G. Bastian, his wife, and Robert Bruce Bastian, single

Deed Dated: November 14, 1929
Date Recorded: December 9, 1929
Place Recorded: Deed Book 276
page 513
Consideration: \$300
Estate Conveyed: See below

10

to

The Borough of Montoursville

Grants and conveys a right of way in, upon and through certain lands of the grantors situate in Armstrong Township, Lycoming County, Pa., for the purpose of constructing, installing, maintaining and operating a line of iron pipe for the flowing and conducting of water for drinking and commercial purposes; the pipe to be of such size and constructed, installed, maintained and operated in such manner, as the grantee may deem necessary together with free ingress, egress and regress into, upon and through the lands aforesaid for the purpose of constructing, installing, maintaining and operating the said pipe line and repairing, altering and removing the same when and as the grantee may deem necessary.

Provided, that such pipe line shall be so constructed, installed, maintained and operated as not to interfere with the usual cultivation of the aforesaid lands of the grantee nor with any buildings which are now erected thereon, and that all actual damage to crops, timber or otherwise caused by the operation of the said pipe line, after the same has been constructed and installed, shall be paid by the grantee.

The right of way hereby granted begins at a point in lands of the grantors where the same adjoin lands of the Sylvan Dell Park Association at or in the road commonly called the Montgomery Pike, and runs thence S 60 deg. W 1212 ft. to a point; thence N 80 deg. W 686 ft. to a point; thence S 80 deg. W 136 ft. to a point; thence S 40 deg. W 115 ft. more or less to a point in land which the grantee purchased from Charles H. Kilgus for the purpose of erecting and maintaining thereon a reservoir in which to impound the waters of Gibson Run.

Clyde E. Bastian and Minnie N. Bastian

Instrument Dated: January 13, 1930
Date Recorded: April 10, 1930
Place Recorded: Deed Book 278
page 1107
Consideration: \$1 and \$300

11

to

The Bell Telephone Company of Pennsylvania

Grants right of way for telephone and telegraph lines over premises in Armstrong Township, Lycoming County, Pa., bounded on the N by lands of Penna. Railroad on the E by lands of Robt. Bastian Estate; on the S by lands of Charles Kilgus; and on the W by lands of Charles Kilgus.

Chas. A. Bastian, Violet G. Bastian, Margaret E. Bastian, Clyde E. Bastian, Minnie N. Bastian, Robert B. Bastian, devisees under the will of Robert D. Bastian, dec'd,

Instrument Dated: January 14, 1930
Date Recorded: April 25, 1930
Place Recorded: Deed Book 278 page 510
Consideration: \$1 and further sum of \$500

12

to

The Bell Telephone Company of Pennsylvania

Grants right of way for telephone and telegraph lines over premises in Armstrong Township, Lycoming County, Pa., bounded on the N by lands of Charles Bastian and public road, on the E by lands of Wesley Miller; on the S by lands of Charles Kilgus and on the W by lands of Clyde Bastian.

Clyde E. Bastian, Minnie N. Bastian, James M. Stryker et al.

Instrument Dated: January 21, 1930
Date Recorded: April 25, 1930
Place Recorded: Deed Book 278 page 511
Consideration: \$1 and \$330

13

to

The Bell Telephone Co. of Pennsylvania

Grants right of way for a telephone and telegraph lines over premises in Armstrong Township, Lycoming County, Pa., bounded on the N by public road, on the E by lands of Raymond Bastian, on the S by Pennsylvania Railroad and on the W by lands of Herbert Klein.

Clyde E. Bastian, Minnie N. Bastian, James M. Stryker, et al.

Instrument Dated: January 21, 1930
Date Recorded: June 16, 1930
Place Recorded: Deed Book 279 page 334
Consideration: \$1 and \$180

14

to

The Bell Telephone Co. of Pennsylvania

Grants right of way for telephone and telegraph lines over property in Armstrong Township, Lycoming County, Pa., bounded on the N by lands of Penna. R.R. and James and George Stryker; on the E by lands of Charles Bastian and Robt. P. Bastian estate; on the S by lands of Charles Kilgus; and on the W by lands of Charles Kilgus.

15

Clyde E. Bastian and
Minnie C. Bastian,
his wife,
to
Keystone Pipe Line
Company

Instrument Dated: August 15, 1936
Date Recorded: September 18, 1936
Place Recorded: Deed Book 297
page 257
Consideration: \$10

Grants right of way for pipe lines over premises in
Armstrong Township, Lycoming County, Pa., bounded on the N
by lands of West Branch of the Susquehanna River, on the
S by lands of Charles Kilgus, on the W by lands of
Allen Reed, Montoursville Water Co., on the E by lands
of Montoursville Water, containing 190 more or less,
with the right of ingress, egress and regress.

16

Margaret Bastian, widow,
Bruce Bastian, single,
Clyde Bastian and Minnie
Bastian, his wife, heirs
at law of R. P. Bastian,
dec'd,
to
Keystone Pipe Line
Company

Instrument Dated: August 17, 1936
Date Recorded: September 18, 1936
Place Recorded: Deed Book 297
page 259
Consideration: \$35.50

Grants right of way for pipe lines over premises in
Armstrong Township, Lycoming County, Pa., bounded on the
N by lands of William Frei, James and George Stryker,
on the E by lands of Sylvan Dell Park and Clyde Bastian,
on the S by lands of Wesley Miller, on the W by lands of
Charles Kilgus, containing 40 Acres, with the right of
ingress, egress and regress.

17

R. P. Bastian and Margaret
Bastian, his wife,
to
Sylvan Dell Park Asso-
ciation

Deed Dated: October 1, 1914
Date Recorded: October 28, 1914
Place Recorded: Deed Book 217
page 447
Consideration: Covenants herein
contained

Grants, bargains and sells the free and uninterrupted
use, liberty and privilege of, and passage over and along
a certain private road located in Armstrong Township, Ly-
coming County, Pa., beginning at a point on the public
road leading from Williamsport to Brady Township, at or
near the barn of John H. G. Bastian; thence running E
through the land of John H. G. Bastian and R. P. Bastian
and on the S bank of the West Branch of the Susquehanna
River to the lands of Sylvan Dell Park Association near
their boat landing, together with such turnouts as the party
of the second part may deem necessary to be maintained,
all of such turnouts to be on the N side of said road and
between the said road and the river.

Together with free ingress, egress and regress etc.

To have and to hold for and during the existence
of the Sylvan Dell Park Association only, and upon its
ceasing to exist the rights hereby granted shall terminate.

Robert P. Bastian and
John H. G. Bastian

Instrument Dated: February 26, 1891
Date Recorded: February 27, 1891
Place Recorded: Deed Book 126
page 538
Consideration: \$20

18

to

Central Pennsylvania
Telephone and Supply
Company

Releases and discharges party of the second part of and from all damages suffered by reason of the erection, construction and maintenance of a line or lines of poles and towers for electrical transmission, or transmission of messages by means of electricity and with other necessary facilities, upon, through and over lands owned by parties of the first part situate in Armstrong Township, Lycoming County, Pa., along the line of the Philadelphia & Erie Railroad and adjoining the Loyalsock Gap Turnpike Road on the E and lands of Mrs. Sarah J. Young on the W.

Robert P. Bastian and
Maggie Bastian, his
wife,

Deed Dated: April 26, 1891
Date Recorded: May 3, 1891
Place Recorded: Deed Book 141
page 110

19

to

John H.G. Bastian

Consideration: \$2800
Estate Conveyed: Fee in undivided
1/2 interest
General Warranty

Description: All the undivided 1/2 interest in all that certain message or tract of land situate in Armstrong Township, Lycoming County, Pa., bounded and described as follows:

Beginning at a post at low water mark in the West Branch of the Susquehanna River at the E line of an orchard; thence S 21 deg. W 20.2 perches to a post; thence N 72 deg. W 23.9 perches to a stone; thence S 16-1/2 deg. W 36 perches to a buttonwood; thence N 75-1/2 deg. W 7.4 perches to stones; thence S 19 deg. W 14 1/2 perches to stones; thence N 81 deg. W 36.6 perches to a chestnut; thence N 13 deg. E 102 perches to a black oak; thence S 86-1/2 deg. W 12.5 perches to a hemlock stump; thence N 13 deg. E 42 perches to a post; thence S 74-1/2 deg. E 17. perches to a post; thence N 13-1/2 deg. E 9 perches to a post; thence N 74-1/2 deg. W 17.8 perches to a post; thence N 13 deg. E 71 perches to a post at low water mark in the West Branch of the Susquehanna River; thence by said river S 54 deg. E 32.3 perches to a post; thence by said river S 70-1/2 deg. E 37.5 perches to a post; thence by said river S 63 deg. E 28 perches to the place of beginning, containing 90 Acres 30 perches.

R. P. Bastian and Maggie,
his wife,

Instrument Dated: October 22, 1904
Date Recorded: January 14, 1905
Place Recorded: Deed Book 168
page 575
Consideration: \$1

20

to

Sylvan Dell Park
Association

Grants the full, free and uninterrupted use, liberty and privilege of the shore and the shore-right, together with the land lying between low water mark of the river and the road now running along the bank of said river, also the right to the use of the said road in common with the said party of the first part, the said shore right, land and road to extend from the W line of the land of the party of the second part where it crosses said road, W to a point where the barn of the party of the first part now stands, all in Armstrong Township, Lycoming County, Pa.

H. W. Whitehead and Annie
F., his wife, and A. G.
Rothfuss and Catharine C.,
his wife,

Deed Dated: March 21, 1902
Date Recorded: April 5, 1902
Place Recorded: Deed Book 178
page 322
Consideration: \$4250
Estate Conveyed: Fee
Special Warranty

21

to

Sylvan Dell Park
Association

Description: Inter alia, Also all the woodland lying between the turnpike leading up Loyalsock Gap and the P. & E. R.R. in Armstrong Township, Lycoming County, Pa., bounded and described as follows: On the N by the P & E RR and cleared land of R. P. Bastian; on the S and W by cleared land of R. P. Bastian and Loyalsock Gap Turnpike; on the E by land of H. W. Whitehead and A. G. Rothfuss, containing 15 Acres more or less.

Being the same land conveyed by R. P. Bastian and wife by article of agreement dated February 8, 1899 to the said grantors. The said lands being used as a Park and Summer Resort.

Robert P. Bastian and
Maggie, his wife,

Deed Dated: July 7, 1900
Date Recorded: July 7, 1900
Place Recorded: Deed Book 169
page 454
Consideration: \$455
Estate Conveyed: Fee
General Warranty
50% USIR stamps affixed

22

to

Elmer Sholder

Description: All that certain piece of land situate in Armstrong Township, Lycoming County, Pa.; bounded and described as follows:

Beginning at a pile of stones on the W side of the turnpike leading through Loyalsock Gap; thence S 75-1/4 deg. E 7.4 perches to a post in said turnpike; thence S 56 E 14.7 perches to a post; thence S 33-1/2 E 19.3 perches to a post; thence S 13 E 13.2 perches to a post; thence S 75 W 8.7 perches to a post; thence S 84-1/2 W 41.8 perches to a post; thence N 19-1/2 E 49 perches to a pile of stones the place of beginning, containing 8 Acres 64 perches. (Draft attached to record.)

MORTGAGES AND CHATTEL MORTGAGES	NONE
JUDGMENTS AND TAX LIENS	NONE
EQUITY AND EJECTMENTS	NONE
TAX SALES AND SHERIFF SALES	NONE

CF95014224 001
TRAN
BASTIAN, CLYDE E.

APPENDIX “B”

FAIRFIELD TAP OFF LYCOMING LOCK 66KV LINE

Know all Men by these Presents, That We, James M. Stryker, Mary E. Stryker, his wife, of R. D. # 1 Williamsport, Pa., George Stryker and Abbie K. Stryker, his wife, of 452 Clark St. South Williamsport, Pa.

12

in consideration of the sum of One Dollar (\$1.00) to 45 paid at the date hereof by PENNSYLVANIA POWER & LIGHT COMPANY, the receipt whereof is hereby acknowledged, and in consideration of the further sum of One Hundred (\$100.00) Dollars to be paid to us when the rights hereby granted are exercised by the said Company, do hereby, for

ourselves, our heirs, executors, administrators and assigns, irrevocably grant and convey unto the said PENNSYLVANIA POWER & LIGHT COMPANY, its successors, assigns, and lessees, the right to construct, operate and maintain, aid from time to time to reconstruct its electric lines, including such poles, towers, cables and wires above and under the surface of the ground, fixtures and apparatus as may be from time to time necessary for the convenient transaction of the business of the said Company, its successors, assigns and lessees, upon, across, over, under and along a strip of land 100 feet in width, said strip being a part of the property which we own, or in which we have any interest in the Township of ARMSTRONG, County of LYCOMING, Commonwealth of Pennsylvania, and upon, across, over, under and along the roads, streets and highways adjoining the said property, as shown on the plan hereto attached and made a part hereof, including the right of ingress and egress to and from the said lines at all times for any of the purposes aforesaid, together with the right to set and maintain the necessary guy and brace poles or towers and anchors, and to attach thereto the necessary guy wires; also 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 on said strip of land or adjoining the same which in the judgment of the said Company, its successors, assigns or lessees, may at any time interfere with the construction, reconstruction, maintenance or operation of the said lines, poles, towers, wires, cables or other fixtures and apparatus, 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 spray said brush and undergrowth with chemicals for their removal and control; and in consideration of the said payments do hereby release and quitclaim the said PENNSYLVANIA POWER & LIGHT COMPANY, its successors, assigns and lessees, of and from any and all damages, loss or injury that may be at any time caused by or result from the construction, reconstruction, operation and maintenance of the said lines, or the cutting down, trimming or removal of any and all trees, brush or other undergrowth on said premises.

GRID # 21897 W 38847
PP&L CO. - CORPORATE FILES

And, further, in consideration of said payments, we do hereby covenant and agree for ourselves and our heirs, executors, administrators, and assigns, to and with the said PENNSYLVANIA POWER & LIGHT COMPANY, its successors, assigns and lessees, that no house, barn or other structure, or inflammable or explosive materials of any kind, shall be built or stored on said property within a distance of fifty (50) feet from the side of the said strip of land, and that the said Company, its successors, assigns or lessees, shall not be limited in its or their enjoyment of the rights hereby granted to such poles, towers, wires, cables, fixtures and apparatus as may be first constructed on said strip of land, but that the said Company, its successors, assigns or lessees, shall have, at all times in the future, the right to construct, operate and maintain, and from time to time to reconstruct additional poles, towers, wires, cables, fixtures and apparatus upon, across, over, under or along the said strip of land.

Witness our hands and seals this 13th day of JANUARY 1953, Signed, sealed and delivered in the presence of:

Doyle W. Hartmaney

James M. Stryker (SEAL)
Mary E. Stryker (SEAL)
George Stryker (SEAL)
Abbie K. Stryker (SEAL)
(SEAL)
(SEAL)

Received FEB 18 1953, of PENNSYLVANIA POWER & LIGHT COMPANY the sum of ONE HUNDRED (\$100.00) Dollars, in full payment of the further consideration above mentioned.

James M. Stryker
Abbie K. Stryker

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF Lycoming } ss:

On this 13th day of January 1953, before me, a Notary Public for the Commonwealth aforesaid, commissioned for and residing in the Borough of Danville, County of Montour, came the above named James M. Stryker, Mary E. Stryker, George Stryker and Abbie K. Stryker and acknowledged the foregoing instrument to be their act and deed, and desired the same to be recorded as such.

Witness my hand and notarial seal the day and year aforesaid.

Doyle D. Anthony
Notary Public

My commission expires Jan. 28, 1954

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF _____ } ss:

On this _____ day of _____, before me, a Notary Public for the Commonwealth aforesaid, commissioned for and residing in the _____ of _____, above named _____ and acknowledged _____ and desired the same to be recorded as such.



Witness my hand and notarial seal the day and year aforesaid.

Notary Public

My commission expires _____

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF _____ } ss:

On this _____ day of _____ 19____, before me, a Notary Public for the Commonwealth aforesaid, commissioned for and residing in the _____ of _____, County of _____, came the above named _____ and acknowledged the foregoing instrument to be _____ act and deed, and desired the same to be recorded as such.

Witness my hand and notarial seal the day and year aforesaid.

Notary Public

My commission expires _____

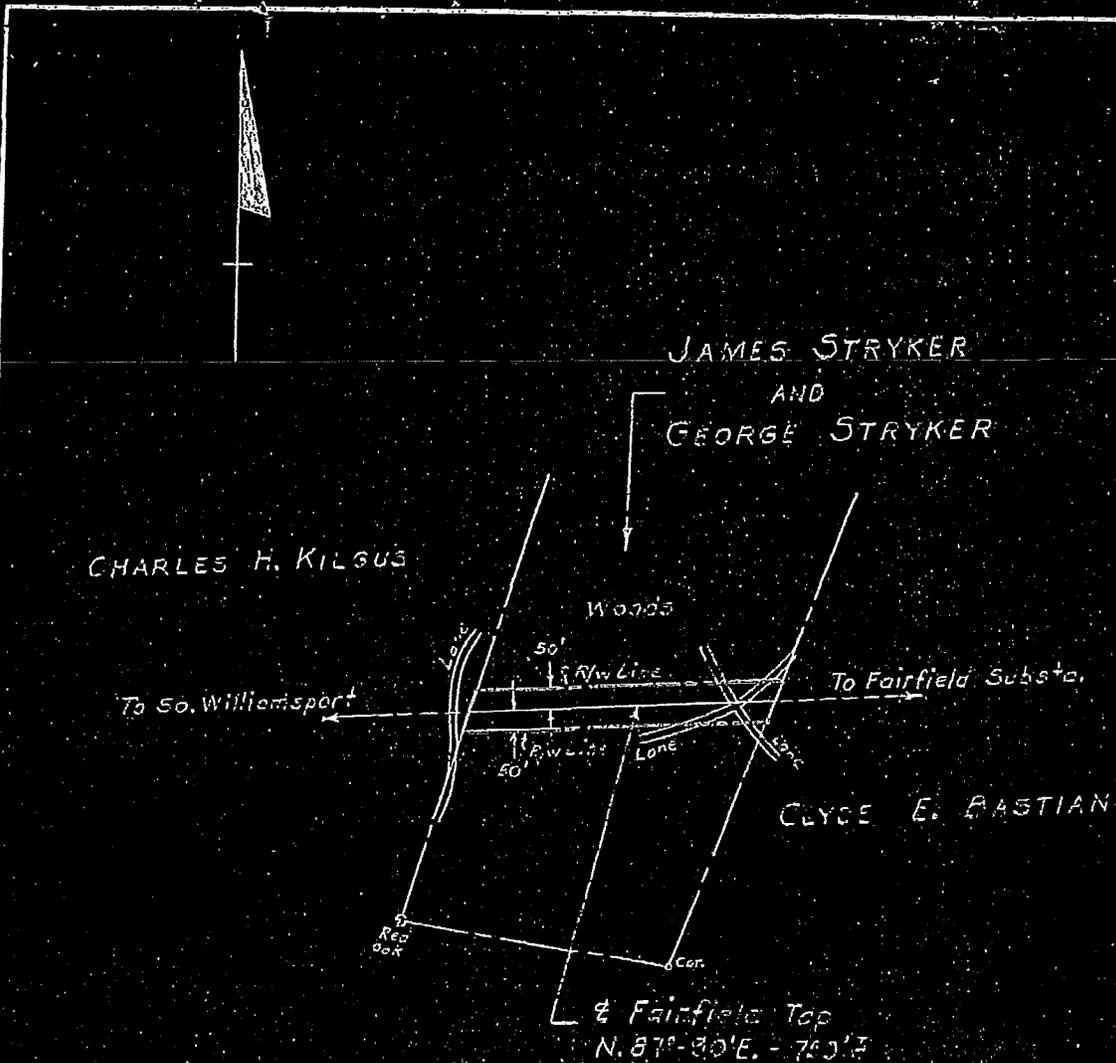
Recorded in the Office for Recording of Deeds in and for _____ County,

in _____ Book _____ Page _____, etc.

WITNESS my hand and seal of Office this _____ day of _____ 19____

Recorder





DRAWN BY H.C.H. MILLER	CHECKED BY W.A.S. BARRIS	CORRECTED BY W.A.S. BARRIS	APPROVED BY H.C.H. MILLER	NO.	DATE	REVISION	BY	CH.	APPR.

FAIRFIELD TAP
 PLAN SHOWING ELECTRIC LINE RIGHT OF WAY OVER PROPERTY OF
 JAMES STRYKER & GEORGE STRYKER
 ARMSTRONG TWP., LYCOMING CO., PA.
 SCALE: 1" = 400'

FEBRUARY 11, 1953
 APPROVED: *[Signature]* TRANSMISSION ENGINEER
 PENNSYLVANIA POWER & LIGHT COMPANY
 ALLENTOWN, PA.

EP-162833

LA-41183-0

PENNA. PWR. & LIGHT

21897N38847

CORP. FILES - DOC. #

**RETURN TO
CORPORATE FILE
General Office, TW-2**

Grantor: Stryker, James M. & Mary E. etal

Date: 1/13/53

**Do Not Remove
or
Alter Contents**

To Be Returned Within 30 Days After Charge Out

James M. Sturker et ux et al
 of the said State of
 1958
 1211
 1958
 1211
 1958
 1211

Richard of War
 James M. Sturker et ux et al
 to

James M. Sturker et ux et al
 to

Attchd map

FILED
 LYCOMING COUNTY
 MAR 12 11 14 AM '58
 J. CLYDE BROWN
 REGISTER OF DEEDS
 50
 290
 340

Abstracted by: E.B.C.

MONTOURSVILLE 66 KV TAP

JAMES and GEORGE STRYKER PROPERTY
Armstrong Township, Lycoming County, Pa.
January 28, 1953

Frank C. Bastian, unmarried,
and Raymond E. Bastian and
Frances M. Bastian, his wife,

Deed Dated: January 27, 1920

Date Recorded: February 27, 1922

Place Recorded : Deed Book 243
page 53

Consideration: \$2800

Estate Conveyed: Fee

General Warranty

\$3 USIR stamps affixed

James Stryker and George
Stryker

DESCRIPTION: All those two certain pieces of land situate in Arm-
strong Township, Lycoming County, Pa., bounded and described
as follows:

No. 1: Beginning at a post at low water mark of the river;
thence by other land of grantor s. S 17 -1/2 deg. W 51.9 perches
to a stone on the N side of the right of way of the Pennsylvania
Railroad; thence along N side of said railroad right of way N
73 deg. W 31.2 perches to a post on line of Young's land; thence
along said Young's line N 16-1/2 deg. E 64.8 perches to a post
at low water mark on the river; thence along the S bank of
the river S 55 deg. E 35.3 perches to the place of be-
ginning, containing 11.4 Acres.

No. 2: Beginning at a stone on the S side of the right
of way of the Pennsylvania Railroad; thence by land of the
Robert Bastian estate S 19 deg. W 137.6 perches to a stone;
thence by land of Raymond and Frank Bastian N 8. deg. W 3 6.6
perches to a stone; thence by land of Kelgus, formerly Siegel,
N 13 deg. E 97.6 perches to a black oak; thence N 86-1/2 deg.
W 12.6 perches to a stone; thence N 13 deg. E 42 perches to a
post; thence by land of the Pennsylvania Railroad Company S
74-1/2 deg. E 17.8 perches to a post; thence N 13 deg. E 9
perches to a post; thence along the S side of the right of
way of the Pennsylvania Railroad Co. S 74-1/2 deg. E 48 perches
more or less to the place of beginning, containing 36 Acres
more or less.

RECITAL: Being part of premises which were conveyed to John H. G.
Bastian in his lifetime and he being so thereof seized died
intestate leaving to survive him a widow, Sadie Bastian, who

has since died, and two children, to wit: Frank C. Bastian and Raymond E. Bastian, both of whom are of full age and are all living heirs at law of the said John H. G. Bastian, said premises having been conveyed to John H. G. Bastian by Robert P. Bastian and wife by deed dated April 26, 1894 and recorded in Deed Book 141 page 110.

Note: Frank C. Bastian acknowledged before Notary Public in Marion County, Ohio; no certificate attached as to Notary's authority.

In re Estates

2

of

Sadie Bastian, dec'd, and
John H. G. Bastian, dec'd.

There is nothing of record in re these estates.

3

NOTE: For balance of abstract see No. 19 of the Clyde and Minnie C. Bastian Abstract, dated October 14, 1952 (Montoursville 66 KV Tap).

SEARCH LIST

James Stryker	January 27, 1920	to	January 28, 1953
George "	"		"
Frank C. Bastian	April 26, 1894		August 27, 1922
Raymond E. "	"		"
Sadie " (Est.)	"		"
John H. G. " "	"		"

ADVERSE CONVEYANCES AND MISCELLANEOUS:

So. Williamsport Dist. System - Penna. RR Tracks Rel.

4 James M. Stryker and his Instrument Dated: April 7, 1952
 wife, Mary E., Date Recorded: May 7, 1952
 to Place Recorded: Deed Book 381
 page 553
 Consideration: \$100.
 \$1 Pa. stamps affixed

Pennsylvania Power &
 Light Company

Grants right of way for electric lines over property along highway commonly known as Sylvan Dell Road, Rte. #41006, Armstrong Township, Lycoming County, Pa. Blueprint WA-3093 attached to record.

5 George Stryker, Abbie Instrument Dated: September 24, 1947
 K. Stryker, James M. Date Recorded: September 24, 1947
 Stryker, Mary E. Place Recorded: Deed Book 352 page 67
 Stryker, Consideration: \$200

to Gulf Oil Corporation, its successors and assigns

Grants the right to lay a pipe line and maintain, operate, repair and remove said line along a line which has been surveyed for the same over and through land situate in Armstrong Township, Lycoming County, Pa., bounded and described as follows:

All that certain parcel of land bounded on the N by State Highway Route #41006, on the E by lands now or late of Keystone Pipe Line Company, on the S by right of way of Pennsylvania Railroad Company and on the W by lands now or late of Herbert J. Cline, together with the right to lay additional pipe lines etc.

James Stryker and Mary E. Stryker, his wife, and George Stryker and Abbie K. Stryker, his wife,

6

to

The American Oil Company

Deed Dated: January 23, 1948
Date Recorded: January 23, 1948
Place Recorded: Deed Book 354
page 72
Consideration: \$2600
Estate Conveyed: Fee
General Warranty
\$3.30 USIR stamps affixed

Description: Same as Tract No. 1 at No. 1 of this abstract.

Recital: Recites deed at No. 1.

George Stryker and Abbie K. Stryker, his wife, and James M. Stryker and Mary E. Stryker, his wife,

7

to

Albert M. Lombard and Gertrude E. Lombard, his wife, as tenants by entireties

Deed Dated: July 6, 1945
Date Recorded: July 10, 1945
Place Recorded: Deed Book 334
page 542
Consideration: \$1000
Estate Conveyed: Fee
General Warranty
\$1.10 USIR stamps affixed

Description: All that certain piece of land situate in Armstrong Township, Lycoming County, Pa., bounded and described as follows:

Beginning at a point in the S line of the right of way of The Pennsylvania Railroad Company; thence S 74-1/2 deg. E 136 ft. to the point of intersection of said right of way line and the W line of land now or formerly of Winfield S. Schmidt; thence in a S direction by said Schmidt's W line 104-1/2 ft. to a corner in other land now or formerly of Winfield S. Schmidt; thence in a SW direction by said other land of Winfield S. Schmidt 150 ft. to a corner of said Schmidt's lands and land of the Pennsylvania Railroad Company; thence by land of said the Pennsylvania Railroad Company N 13 deg. E 150 ft. to the place of beginning.

Recital: Recites deed at No. 1 of this abstract.

George Stryker and Abbie Stryker, his wife, and James Stryker and Mary Stryker, his wife,

8

to

Keystone Pipe Line Co., its successors and assigns

Instrument Dated: July 23, 1937
Date Recorded: July 27, 1937
Place Recorded: Deed Book 283
page 324
Consideration: \$20

Grants the right to lay pipe line etc. through property in Armstrong Township, Lycoming County, Pa., bounded on the N by Susquehanna River, on the E by lands of Margaret Bastian,

on the S by lands of Margaret Bastian, on the W by lands of Atlantic Refining Co., containing 3 Acres more or less, together with the right of ingress, egress and regress and the right to lay additional lines.

Clyde E. Bastian, Minnie N. Bastian, James M. Stryker, Mary E. Stryker, George Stryker, Abbie Stryker, Martha Stryker, Instrument Dated: January 21, 1930 Date Recorded: June 16, 1930 Place Recorded: Deed Book 279 page 334 Consideration: \$180

9

to The Bell Telephone Company of Pennsylvania, its successors and assigns.

Grants right of way for telephone and telegraph lines over property in Armstrong Township, Lycoming County, Pa., bounded on the N by lands of Penna. R.R. and James and George Stryker; on the E by lands of Charles Bastian and Robert P. Bastian estate, on the S by lands of Charles Kilgus; and on the W by lands of Charles Kilgus.

Grantors covenant that they will not grant permission for any other wire line on said property within 100 ft. of said lines.

James M. Stryker and Mary S. Stryker, his wife, George Stryker and Abbie Davis Stryker, his wife, Deed Dated: August 20, 1936 - Date Recorded: August 22, 1936 Place Recorded: Deed Book 297 page 97 Consideration: \$3850 Estate Conveyed: Fee subject as below General Warranty \$4. USIR and \$1.95 Pa. stamps affixed

10

to

Winfield S. Schmidt

Description: All that those certain two parcels of land situate in Armstrong Township, Lycoming County, Pa., bounded and described as follows:

Beginning at a point on the S side of the right of way of the Pennsylvania Railroad and the E side of the old Williamsport-Montgomery Turnpike, now known as the Sylvan Dell Road; thence N 16 deg. 22' E 103.2 ft. to a sycamore tree; thence along line of W. Fry N 8 1/2 deg. 10' W 122.1 ft. to stones; thence S 19 deg. 7' W 966 ft. to a stake; thence along line of James and George Stryker N 70 deg. 52' W 707 ft. to a stake on line of C. Kilgus; thence along line of C. Kilgus N 14 deg. 41' E 119 ft. to a stake; thence S 87 deg. 27' W 210 ft. to a stake; thence N 13 deg. 43' E 840 ft. to a stake on the SW corner of Pennsylvania Railroad Company property; thence along S boundary of said property S 73 deg. 31' E 297 ft. to a stake in the SW corner of property of James and George Stryker; thence along said property N 85 deg. 59' E 149.3 ft. to a stake; thence N 40 deg. 50' E 103.9 ft. to a stake on S side of right of way of Pennsylvania Railroad; thence along said right of way S 75 deg. 9' E 636 ft. to the place of beginning, containing 21.40 Acres.

Beginning at a post at low water mark in the West Branch of the Susquehanna River on the E line of the James M. and George Stryker property; thence S 15 deg. 9' W 885.8 ft. to a stone monument on the N side of the right-of-way of the Pennsylvania Railroad; thence S 75 deg. 9' E 603.2 ft. to a stake on the corner of the N side of the right of way of the Pennsylvania Railroad and the E side of the old Williamsport, Montgomery Turnpike and the W line of the property of R. P. Bastian estate; thence N 16 deg. 22' E 811.3 ft. to a post at low water mark on the West Branch of the Susquehanna River; thence by said river N 69 deg. 28' W 317.9 ft. to a post; thence by said river N 78 deg. 41' W 133 ft. to a post; thence by said river N 58 deg. 23' W 178.4 ft. to the place of beginning, containing 12 Acres.

Recital: Recites inter alia deed at No. 1 of this abstract.

Under and subject to four cert ain rights of way, three of which, recorded in Deed Book 280 page 236, Deed Book 279 page 334 and Deed Book 278 page 511, were given to Bell Telephone Company, and another recorded in Deed Book 126 page 538, was granted to Central Pennsylvania Telephone & Supply Co.

MORTGAGES AND CHATTEL MORTGAGES	NONE
JUDGMENTS AND TAX LIENS	NONE
EQUITY AND EJECTMENTS	NONE
TAX SALES AND SHERIFF SALES	NONE

CF95014062 001

TRAN
STRYKER, JAMES M.

APPENDIX “C”

BOOK 507 PAGE 590

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF Lycoming } SS:

On this 3rd day of November 1964, before me, a Notary Public for the Commonwealth aforesaid, commissioned for and residing in the city of Williamsport, County of Lycoming, came the above named Clyde E. Bastian and acknowledged the foregoing instrument to be their act and deed, and desired the same to be recorded as such.



Harold L. Griswell
Notary Public
My commission expires Aug. 29, 1968

COMMONWEALTH OF PENNSYLVANIA



1965, before me, a Notary Public for the Commonwealth of _____, above named _____ and acknowledged the foregoing instrument to be _____ act and deed, and desired the same to be recorded as such.

Witness my hand and notarial seal the day and year aforesaid.

Recorded in Lyc. Co. Mar. 6, 1965
at 9:34 A.M.
Charles B. Mahaffie, Recorder

Notary Public
My commission expires _____

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF _____ } SS:

On this _____ day of _____ 19____, before me, a Notary Public for the Commonwealth aforesaid, commissioned for and residing in the _____ of _____, County of _____, came the above named _____ and acknowledged the foregoing instrument to be _____ act and deed, and desired the same to be recorded as such.

Witness my hand and notarial seal the day and year aforesaid.

Notary Public
My commission expires _____

Recorded in the Office for Recording of Deeds in and for Lyc County,
in Deed Book 507 Page 588, etc.
WITNESS my hand and seal of Office this 6 day of Mar 19 65

Charles B. Mahaffie Recorder

FAIRFIELD 66 KV TAP

26

RECEIVED December 8, 1964 from PENNSYLVANIA POWER & LIGHT COMPANY,
 the sum of Three hundred and fifty-five ⁰⁰/₁₀₀ Dollars (\$ 355.00)
 being additional consideration for electric line right-of-way upon and over property
 which we own or in which we have an interest in Armstrong
 Township, Lycoming County, Pennsylvania, the original privileges
 for which were granted to said Company in an agreement executed by Clyde Bastian under date
 of November 3, 1964. *This covers additional tree cutting and trimming.*

GRID # 21964 ① 38907
 PP&L CO. - CORPORATE FILES

WITNESS our hands and seals the day and date first above written.

Signed, sealed and delivered
 in the presence of:

Harold L. Griswell Clyde C. Bastian (SEAL)
Minnie C. Bastian (SEAL)

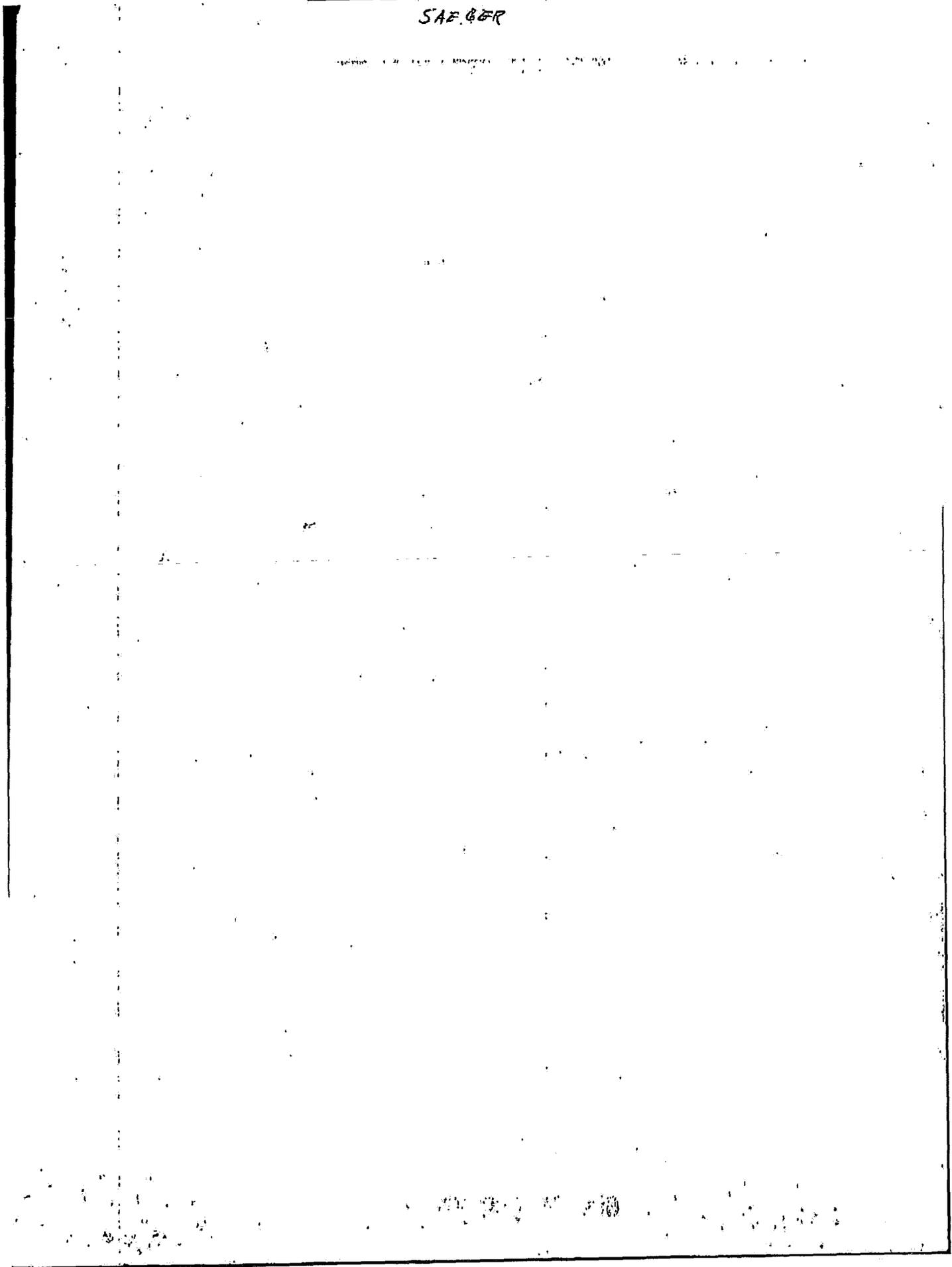
135

Mall
P.O. & P.
Albion, Pa.

FILED
LYCOMING COUNTY
MAR 6 9 34 AM '65
CHARLES E. MAFFEI
RECORDER OF DEEDS

6.50

SAE. Q&R



QUICK TITLE SEARCH REPORT

DATE 8-28-64

JOB: Ext to Atlantic Pipeline Refining Co. ER-147477

PROPERTY OWNER Location

GRANTOR: Bruce Bastian Deed dated- 1-30-52

Date Recorded- 1-30-52
Misc. Bk.
Deed Bk. 380 Pg. 261

to Clyde Bastian Estate (Fee simple)
Conveyed (Vested interest)
(Quit-claim)

GRANTEE: Consideration: \$ 1.00
or
Address- U.S.I.R. Tax Stamps \$ 2.25
Pa. R.E. Tax Stamps \$

PROPERTY DESCRIPTION: (If necessary) - Record on reverse side

EXCEPTIONS & RESERVATIONS: (If any, record on reverse side)

ADVERSE CONV. & MISC. AGMTS: (If any, record on reverse side)

MORTGAGE: Mtge. dated
Date Recorded
to M.B. Pg.

MORTGAGEE: Amount \$
Address- Term Yr.

JUDGMENTS: (If any, record on reverse side)

TAX LIENS:

SHERIFF SALES:

AGREEMENT made this 5th day of February

1965
1964

by and between CLYDE E. BASTIAN and MINNIE C. BASTIAN, his wife, of R.D.#1, Williamsport, Pennsylvania, hereinafter sometimes called "BASTIAN", and PENNSYLVANIA POWER & LIGHT COMPANY, a Pennsylvania corporation having its principal office in the City of Allentown, Lehigh County, Pennsylvania, hereinafter sometimes called "COMPANY".

WHEREAS, by agreement dated the 3rd day of November 1964, the said CLYDE E. and MINNIE C. BASTIAN granted unto PENNSYLVANIA POWER & LIGHT COMPANY, its successors, assigns and lessees the right, privilege and authority to construct, reconstruct, operate and maintain electric lines upon, across, over and along certain property therein described situate in the Township of Armstrong, Lycoming County, Pennsylvania, including the right to cut down, trim and keep trimmed any and all trees, brush or other undergrowth in the manner set forth in said agreement; and

WHEREAS, the said Bastian has requested permission to plant and cultivate nursery trees and shrubbery in the area to be occupied by said electric lines, and Company is willing to grant such permission on the terms and conditions hereinafter set forth;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of the sum of one dollar (\$1.00), by each to the other paid, the receipt whereof is hereby acknowledged, it is hereby agreed as follows:-

(1) Company shall have the right to maintain its right-of-way for said electric lines to a width of fifty (50) feet, twenty-five (25) feet on each side of the line of poles supporting said electric lines in the field area and seventy (70) feet, thirty-five (35) feet on each side of said electric lines in the wooded area where it crosses the property of Bastian.

(2) Bastian shall have the right to plant and cultivate nursery trees and shrubbery on said right-of-way, but not within a strip of land twelve (12) feet in width at a location to be agreed upon, to be used by Company as a driveway for gaining access to and from Company's right-of-way with the understanding that Company, in the maintenance of its right-of-way, will refrain from destroying or damaging the trees and shrubbery except as hereinafter set forth.

(3) Company agrees that all trees and shrubbery planted within the limits of said right-of-way and immediately adjacent thereto shall be permitted to grow to a height not to exceed fifteen (15) feet. Said trees or shrubbery shall be cut and removed by and at the sole cost of Bastian when they have reached the height of fifteen (15) feet, or sooner if desired by Bastian. In the event that Bastian neglects or refuses to remove said trees or shrubbery, Company may, at its option and at its own expense, cut down, trim and keep trimmed all such trees and shrubbery and undergrowth on said fifty (50) foot and/or seventy (70) foot wide right-of-way and adjacent thereto, which in the judgment of said Company, may at any time interfere with the maintenance or operation of said electric line, or menace the same.

(4) Except as herein modified or supplemented, all of the terms and conditions of said agreement dated November 3, 1964, shall remain in full force and effect.

(5) This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

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

Signed, sealed and delivered
in the presence of:

[Signature]

Clyde E. Bastian (SEAL)
Minnie C. Bastian (SEAL)

ATTEST:

[Signature]
Secretary

PENNSYLVANIA POWER & LIGHT COMPANY
By:

[Signature]
Vice-President, General Services

COMMONWEALTH OF PENNSYLVANIA)
: SS
COUNTY OF *Lycoming*)

On this *5th* day of *February*, 19*65*, before me,
a Notary Public for the Commonwealth aforesaid, came the above named *Clyde Frank*
Minnie C. Bastian and acknowledged the foregoing instrument to be their
act and deed, and desired the same to be recorded as such.

IN WITNESS my hand and notarial seal the day and year aforesaid.

Harold L. Criswell
Notary Public

My commission expires

HAROLD L. CRISWELL, Notary Public
WILLIAMSBURG, IYO, CO., PA.
My Commission expires Aug. 29, 1966

COMMONWEALTH OF PENNSYLVANIA)
: SS
COUNTY OF *Lehigh*)

On this *12th* day of *February*, 19*65*, before me,
the undersigned officer *Francis D. Gerhard* personally appeared
P. W. Stelman, who acknowledged himself to be the Vice President,
General Services of PENNSYLVANIA POWER & LIGHT COMPANY, a corporation, and
that he as such Vice President, General Services being authorized to do so, executed
the foregoing instrument for the purposes therein contained by signing the name of
the corporation by himself as Vice President, General Services.

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

Francis D. Gerhard
Notary Public
Allentown, Lehigh County, Pa.
My commission expires *Oct. 17, 1968*

Atlantic Pipeline, Armstrong tap hole
ER 147477-59

Frank: —

This is additional consideration
for trees cut beyond 20 foot R/SO
on Clyde Bustran. I did talk to
George Prutzman last week about this

Harold L. Criswell

PP&L FORM 20

Allentown PA, December 8, 19 64

PENNSYLVANIA POWER & LIGHT COMPANY

DEBIT
MEMORANDUM

TO Clyde B. Bastian and Minnie C. Bastian
R. D. #1
Williamsport, Pennsylvania

DR.

Additional consideration for electric line right-of-way privileges
per release dated December 8, 1964.

\$355.00

Ch. No. 139111

German still waiting for abstract - 12/16/73

ATLANTIC PIPELINE CO. 66 KV TAP

49 940 147477 59 \$355.00

January 20, 1965

Williamsport, Pennsylvania

Pennsylvania Power & Light Company
901 Hamilton Street
Allentown, Pennsylvania 18101

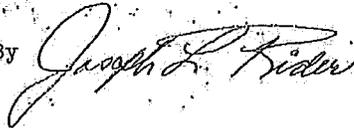
Gentlemen:

We have examined the title of Clyde Bastian and Minnie G. Bastian, his wife, to a parcel of land situate in Armstrong Township, Lycoming County, Pennsylvania. Assuming that the Grantees in the deeds shown at Items 2 and 3 of this Abstract acquired by virtue of said deeds, good and marketable title to the premises in said deeds described, and assuming that the exception and reservation as more particularly set forth in Item 1, number 2 thereof, is the same premises as referred to in a certain unrecorded Article of Agreement to H. W. Whitehead and A. G. Rothfuss, then it is our opinion that Clyde Bastian and Minnie G. Bastian, his wife, have a good and marketable title thereto, free from liens and encumbrances of record in Lycoming County; subject, however, to easements visible upon the ground, outstanding equities, unpaid taxes, other matters not appearing or record in Lycoming County, and the adverse conveyances shown at Items 8 to 23 respectively.

We do not certify to parcel lines or acreage therein contained.

FURST, McCORMICK, MUIR, LYNN & REEDER

By



ABSTRACT OF TITLE

to

ONE (1) PARCEL OF LAND

in

ARMSTRONG TOWNSHIP
LYCOMING COUNTY, PENNSYLVANIA

OWNED BY

CLYDE BASTIAN and
MINNIE C. BASTIAN,
his wife,

AND MORE PARTICULARLY DESCRIBED
IN ITEM ONE OF THIS ABSTRACT

ITEM 1. BEGINNING at a post at the low water mark in the West Branch of the Susquehanna River at the eastern line of an orchard; thence south 21 degrees west 20.2 perches to a post; thence north 72 degrees west 23.9 perches to a stone; thence south $16\frac{1}{2}$ degrees west 36 perches to a Buttonwood; thence north $75\frac{1}{2}$ degrees west 7.4 perches to stones; thence south 19 degrees west 14.2 perches to stones; thence south 81 degrees east 59 perches to a Gum; thence north 20 degrees east 34 perches to a Birch; thence north 23 degrees east 114 perches to a post; thence south $35\text{-}3/4$ degrees east 32 perches to a post; thence north $46\frac{1}{2}$ degrees east 25 perches to a post at low water mark in the West Branch of the Susquehanna River; thence by said river north 33 degrees west 32 perches to a post; thence by said river north 44 degrees west 24.5 perches to a post; thence by the said river north 50 degrees west 25 perches to a post; thence by said river north 57 degrees west 11.5 perches to the place of beginning. Containing 72 acres and 130 perches, more or less.

EXCEPTING and RESERVING that portion of the above described premises conveyed by Robert F. Bastian and Maggie Bastian, his wife, to Elmer Sholder, by their deed dated July 7, 1900 and recorded in the Office for the recording of deeds in and for Lycoming County, Pennsylvania, in Deed Book Volume 169, page 454, etc. and that portion sold by unrecorded Article of Agreement to W. H. Whitehead and A. G. Rothfuss, being a part of the premises conveyed by them to Sylvan Dell Park Association, a Pennsylvania corporation, by their deed dated March 21, 1902 and recorded in the Office for the recording of deeds in and for Lycoming County, Pennsylvania, in Deed Book Volume 178 at page 322, etc.

1. BEGINNING at a pile of stones on the west side of the Turnpike leading through Loyalsock Gap; thence south $75\frac{1}{2}$ degrees east 7.4 perches to a post in said Turnpike; thence south 56 degrees east 14.7 perches to a post; thence south $33\frac{1}{2}$ degrees east 19.3 perches to a post; thence south 13 degrees east 13.2 perches to a post; thence south 75 degrees west 8.7 perches to a post; thence south $84\frac{1}{2}$ degrees west 41.8 perches to a post; thence north $19\frac{1}{2}$ degrees east 49 perches to a pile of stones, the place of beginning. Containing 8 acres and 64 perches.

BEING the same premises which Robert P. Bastian and Maggie Bastian, his wife, granted and conveyed to Elmer Sholder by deed dated July 7, 1900 and recorded in Lycoming County in Deed Book 169, page 454. (This parcel of land was subsequently acquired by Stanley S. Polcyn et ux which is the subject premises of an Abstract of Title under separate cover forwarded to Pennsylvania Power & Light Co.).

2. ALL the woodland lying between the Turnpike leading up Loyalsock Gap and the Philadelphia & Erie Railroad in Armstrong Township, bounded and described as follows: On the north by the Philadelphia & Erie Railroad and cleared land of R. P. Bastian; on the south and west by cleared land of R. P. Bastian and Loyalsock Gap Turnpike; on the east by land of H. W. Whitehead and A. G. Rothfuss. Containing 15 acres, more or less.

BEING part of the same premises which H. W. Whitehead and Annie F. Whitehead, his wife, and A. G. Rothfuss and Catharine C. Rothfuss, his wife, granted and conveyed to Sylvan Dell Park Association by deed dated March 21, 1902 and recorded in Lycoming County in Deed Book 178, page 322.

The following EXCEPTIONS AND RESERVATIONS are conveyed by Clyde E. Bastian et ux, et al:

3. BEGINNING at an iron pin on the north line of the State Highway leading from Williamsport to Allentown, being formerly known as Montgomery Pike; thence in a northerly direction in a line at right angles to the said Montgomery Pike 140 feet to an iron pin; thence in a westerly direction in a line parallel with the said Montgomery Pike 60 feet to an iron pin; thence in a southerly direction in a line parallel to eastern line of this lot 140 feet to an iron pin on the northern line of the Montgomery Pike; thence easterly along the northern line of the Montgomery Pike 60 feet to the point and place of beginning.

BEING the same premises which Clyde E. Bastian and Minnie C. Bastian, his wife, and Bruce Bastian, also known as Robert Bruce Bastian, Single, granted and conveyed to Emmerson W. Day by deed dated April 26, 1951 and recorded in Lycoming County in Deed Book 376, page 406.

The purpose of this deed is to correct any errors made in deed dated September 29, 1948 and recorded in Lycoming County in Deed Book 358, page 355, between the same parties.

4. BEGINNING at an iron stake in the north right-of-way line of the Old State Highway known as the Old Williamsport-Montgomery Pike Road leading from South Williamsport to Montgomery, said stake being north 82 degrees 5 minutes west 134 feet from the dividing line between the Miller Estate and the Clyde Bastian Estate; thence along the north right-of-way line of the aforesaid Highway north 82 degrees 5 minutes west 120 feet to an iron stake in the eastern line of land of Clyde E. Bastian et ux (grantor herein); thence along same north 7 degrees 55 minutes east 140 feet to an iron stake; thence along same (grantors) south 82 degrees 5 minutes east 120 feet to an iron stake in the east line of land now or formerly of Albert J. Brosius; thence along same (Brosius) south 7 degrees 55 minutes west 140 feet to an iron stake in the north right-of-way line of the aforesaid Highway; the point or place of beginning.

BEING the same premises which Clyde E. Bastian and Minnie C. Bastian, his wife, granted and conveyed to Harry J. Miller and Rhea A. Miller, his wife, by deed dated July 8, 1955 and recorded in Lycoming County in Deed Book 407, page 122.

5. BEGINNING at a point in the center of State Legislative Route 41037 leading from the Sylvan Dell Road to the Old Montgomery Pike Road, said point being 22.5 feet, more or less south easterly from the division line between land of Clyde Bastian and land now or formerly of Wesley R. Miller as measured along the center of said route 41037; thence along other land of Clyde Bastian north 32 degrees 30 minutes east 158 feet to an iron pin; thence along the same south 57 degrees 30 minutes east 60 feet to an iron pin; thence along the same south 32 degrees 30 minutes west 178.8 feet to the center of State Legislative Route 41037; thence along the center of said Route 41037 north 38 degrees 20 minutes west 63.5 feet to the place of beginning.

BEING the same premises which Clyde E. Bastian and Minnie C. Bastian, his wife, granted and conveyed to William H. Tawney and Leonara E. Tawney, his wife, by deed dated July 22, 1955 and recorded in Lycoming County in Deed Book 407, page 163.

6. BEGINNING at the northwest corner of lot No. 24 as set forth in a certain layout of lots of Clyde Bastian, as surveyed by Grantland K. Maneval, County Surveyor; thence along other lands of Grantor herein south 82 degrees 5 minutes east 65 feet to a point on Lot, No. 23 on said Plot; thence south 7 degrees 55 minutes west 140 feet to a black top road; thence westerly along said black top road 65 feet to a point and lands of George and James Stryker; thence in a northerly direction and in a line parallel with the eastern boundary 140 feet to the place of beginning.

BEING the same premises which Clyde E. Bastian and Minnie G. Bastian, his wife, granted and conveyed to Walter A. Liddick by deed dated November 13, 1957 and recorded in Lycoming County in Deed Book 435, page 28.

7. BEGINNING at a point in the center line of Pennsylvania State Highway Route No. 41037, said point being 741.29 feet southerly from the intersection of the center line of Pennsylvania State Highway Route No. 41037 with the center line of Township Road 433, as measured along the center line of said State Highway; thence southerly along the center line of Pennsylvania State Highway Route No. 41037, 64.08 feet to a point in the center line of said State Highway; thence along other lands of Clyde E. Bastian, above grantor, south 78 degrees 30 minutes west through an iron pin; thence along the same north 11 degrees 30 minutes west 60 feet to an iron pin; thence along the same north 78 degrees 30 minutes east through an iron pin 176.56 feet to the place of beginning.

BEING THE same premises which Clyde E. Bastian and Minnie G. Bastian, his wife, granted and conveyed to Florence L. Warner by deed dated August 4, 1964 and recorded in Lycoming County in Deed Book 504, page 101.

ABSTRACT OF TITLE TO PARCEL No. 1
AS INDICATED IN ITEM No. 1

ITEM 2.

NANCY P. EWING and J. E. EWING, her husband	}	Deed dated April 1, 1887
		Properly signed, sealed and acknowledged
to	}	Recorded April 20, 1887, in Lycoming County
		Deed Book 112, page 29
ROBERT P. BASTIAN and JOHN H. G. BASTIAN	}	Consideration \$8,193.67 General Warranty

Conveys ALL that certain tract of land situate in
Armstrong Township, Lycoming County, Pennsylvania, bounded and
described as follows:

BEGINNING at a stone corner of land of Mrs.
Abraham Young (formerly land of John Gibson Estate)
and low water mark of West Branch of the Susquehanna
River; thence south 11 degrees west 71 perches to the
line of the right-of-way of the Philadelphia & Erie
Railroad; thence by the line of the right-of-way of
said Philadelphia & Erie Railroad east along said right-
of-way 18 perches to a post; thence south 11 degrees west
9 perches; thence west in a line parallel with said right-
of-way 18 perches to line of John Gibson; thence along
same south 11 degrees west 42 rods to a hemlock stump;
thence north 84½ degrees east 12½ perches to a black oak
stump; thence south 11 degrees west 102 rods or perches
to a chestnut; thence south 81 degrees east 119.3 perches
to a gum tree or sapling; thence by land of Lewis Huling
north 20 degrees east 55.5 perches to a Beech stump; thence
by lands of Adams, Loya and Huling and land of the present
grantees north 21½ degrees east 114 perches to a stone;
thence north 46½ degrees, east 25 perches to a red oak at
river; thence up along said river north 42½ degrees west 22
perches to a stone; thence north 50 degrees west 46 perches
to a stone; thence north 70 degrees west 17 perches to a
stone; thence up said river 50 degrees west 71.8 perches
to the place of beginning. Containing 148 acres, more or
less.

RECITES:

BEING the same premises which the heirs of Ann Davidson,
Deceased, granted and conveyed to Nancy J. Ewing by several deeds,
recorded in Lycoming County in Deed Book 67, page 232 and 236,
Deed Book 71, page 335, Deed Book 74, page 552, Deed Book 74,
page 557, 3rd "P", page 84, etc.

ITEM 3.

JOHN H. G. BASTIAN and
SARAH K. BASTIAN, his wife

to

ROBERT P. BASTIAN

) Deed dated April 26, 1894
) Properly signed, sealed and
) acknowledged
)
) Recorded May 3, 1894, in
) Lycoming County
)
) Deed Book 141, page 107
)
) Consideration \$2,550.00
) General Warranty

Conveys all their undivided one-half (1/2) interest in
 and to all that certain tract of land situate in Armstrong Town-
 ship, Lycoming County, Pennsylvania, bounded and described as
 follows:

BEGINNING at low water mark in the West Branch Bank
 of the Susquehanna River at the eastern line of an orchard;
 thence south 21 degrees west 20.2 perches to a post;
 thence north 72 degrees west 23.9 perches to a stone; thence
 south 16 1/2 degrees west 36 perches to a Buttonwood; thence
 north 75 1/2 degrees west 7.4 perches to stones; thence
 south 19 degrees west 142 perches to stones; thence south
 81 degrees east 59 perches to a Gum; thence north 20 degrees
 east 34 perches to a birch; thence north 23 degrees east
 114 perches to a post; thence south 35-3/4 degrees east
 32 perches to a post; thence north 46 1/2 degrees east 25
 perches to a post at low water mark in the West Branch of
 the Susquehanna River; thence by said river north 33 degrees
 west 32 perches to a post; thence by said river north 44
 degrees west 24.5 perches to a post; thence by said river
 north 50 degrees west 25 perches to a post; thence by said
 river north 57 degrees west 11.5 perches to the place of
 beginning. Containing 72 acres, 130 perches, more or less.

RECITES:

BEING the one part of certain premises conveyed to
 Robert Bastian and John H. G. Bastian, parties hereto, by divers
 good conveyances, this deed being given to convey to the said
 Robert P. Bastian the entire title to said premises above
 described.

ITEM 4.

ESTATE OF ROBERT
PORTER BASTIAN,
DECEASED, TESTATE.

Died March 3, 1926

Filed to No. 146 May Term, 1926,
in the records of the
Orphans' Court of Lycoming
County

Will Probated May 27, 1926
registered in Will Book 20, page
405 in Lycoming County

Pennsylvania Inheritance tax paid

"I give, devise and bequeath to my wife, Maggie Bastian, all my estate, real, personal and mixed, to hold for and during the term of her widowhood and in the case of her death or re-marriage, I give, devise and bequeath all of the remainder of said property, real, personal and mixed, to my three sons, Clyde Bastian, Charles Bastian and Bruce Bastian, to them, their heirs and assigns, forever, provided however that in case of the remarriage of my said wife she shall receive from my estate such share thereof as she would be entitled to under the intestate laws of Pennsylvania, being chargeable with so much thereof as she may have consumed."

After a diligent search of the records in the Orphans' Court of Lycoming County, we are unable to ascertain any record of the date of death of Maggie or Margaret Bastian, the surviving spouse of Robert Porter Bastian. It has been determined from certain deeds of record in Lycoming County within the last 30 years, that Maggie or Margaret Bastian died April 27, 1946, thereby terminating her life estate in the subject premises. Upon the death of the said Maggie Bastian, Clyde Bastian, Charles Bastian and Bruce Bastian, the three sons of Robert Porter Bastian, Deceased, became the owners in the subject premises.

ITEM 5.

ESTATE OF CHARLES A.
BASTIAN, a weak minded
person

IN THE COURT OF COMMON PLEAS
OF LYCOMING COUNTY
No. 3 December Term, 1946

On December 12, 1946, The First National Bank of Williamsport, Pennsylvania, was appointed Guardian of the Estate of Charles A. Bastian, a weak minded person.

On April 30, 1947, The First National Bank of Williamsport, Pennsylvania, Guardian of the Estate of Charles A. Bastian, a weak minded person, petitioned the Orphans' Court of Lycoming County, Pennsylvania, to authorize the sale of the undivided one-third (1/3) interest of Charles A. Bastian, a weak minded person, in two parcels of real estate, one parcel being the subject premises, to his two brothers, Clyde Bastian and Bruce Bastian, less the expenses incident to the sale and less Charles A. Bastian's proportionate share of the transfer inheritance tax due the Commonwealth of Pennsylvania, subject to the necessary adjustment of taxes at the time of settlement.

On May 19, 1947, The Orphans' Court ordered and decreed that The First National Bank of Williamsport, Pennsylvania, Guardian of the Estate of Charles A. Bastian, a weak minded person, make, execute and deliver a deed conveying two parcels of land, one being the subject premises, to Clyde Bastian and Bruce Bastian, at private sale for the sum of \$6,000.00, in cash, less the proportionate share of Charles A. Bastian of the transfer inheritance tax due the Commonwealth of Pennsylvania on the Estate of Robert Porter Bastian, Deceased; subject to the necessary adjustment at the time of settlement of taxes between the Seller and Buyers, the purchaser to take title in fee simple indefeasible by any person or persons having present or expectant interest in said premises, the purchase price, less expenses incident to the sale and adjustment for taxes in all respects to be substituted for the land sold, and to be applied by the said The First National Bank of Williamsport, Pennsylvania, to the uses for the same person in the interest, and for the same estate that it is now held.

ITEM 6.

THE FIRST NATIONAL BANK OF WILLIAMSPORT, PENNSYLVANIA, GUARDIAN OF THE ESTATE OF CHARLES A. BASTIAN, a weak minded person to CLYDE BASTIAN and BRUCE BASTIAN	}	Deed dated July 16, 1947 Properly signed, sealed and acknowledged Recorded July 16, 1947, in Lycoming County Deed Book 349, page 281 Consideration \$6,000.00. Fiduciary's Warranty
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Conveys all the right, title and interest of Charles A. Bastian, a weak minded person, in and to the first described parcel of land as shown in Item 1 of this Abstract.

EXCEPTING and RESERVING that portion of the above described premises conveyed by Robert F. Bastian and Maggie Bastian, his wife, to Elmer Sholder, by their deed dated July 7, 1900 and recorded in the Office for the recording of deeds in and for Lycoming County, Pennsylvania, in deed book Volume 169, page 454, etc. and that portion sold by unrecorded Article of Agreement to W. H. Whitehead and A. G. Rothfuss, being a part of the premises conveyed by them to Sylvan Dell Park Association, a Pennsylvania corporation, by their deed dated March 21, 1902 and recorded in the Office for the recording of deeds in and for Lycoming County, Pennsylvania, in Deed Book Volume 178, at page 322, etc.

RECITES:

BEING part of the same premises conveyed unto John H. G. Bastian and Robert Porter Bastian by Nancy Ewing and J. Ewing, her husband, by deed dated April 1, 1887 and recorded in Lycoming County in Deed Book No. 112 at page 29, etc., and being the same premises which John H. G. Bastian and Sarah K. Bastian, his wife, conveyed all their undivided one-half interest to Robert P. Bastian, by deed dated April 6, 1894 and recorded in Lycoming County in Deed Book Volume 141, at page 107, excepting the two parcels conveyed by Robert P. Bastian as shown in the above description.

ITEM 7.

BRUCE BASTIAN, Single

to

CLYDE BASTIAN and MINNIE

G. BASTIAN, his wife

Deed dated January 30, 1952

Properly signed, sealed and
acknowledged

Recorded January 30, 1952, in
Lycoming County

Deed Book 380, page 261.

Consideration \$1.00

General Warranty

Conveys all the right, title and interest of Bruce Bastian, Single, in and to the parcel of land as shown in Item 6 of this Abstract.

RECITES:

The said Robert Porter Bastian died March 3, 1926, leaving a last will and testament registered in Will Book 20, page 405, wherein, inter alia, he left the above described premises to his wife, Maggie Bastian, for life and at the time of her death to his three sons, Clyde Bastian, Charles Bastian, and Bruce Bastian. The said Maggie Bastian died April 27, 1946. The First National Bank of Williamsport, Guardian of the Estate of Charles A. Bastian, conveyed all the right, title and interest of the said Charles A. Bastian in the above described premises to Clyde Bastian and Bruce Bastian by its deed dated July 16, 1947 and recorded in Lycoming County in Deed Book 349, page 281. The purpose of this deed is to invest the entire interest in the above described premises in Clyde Bastian and Minnie G. Bastian, his wife.

ADVERSE

ITEM 8.

ROBERT P. BASTIAN and
JOHN H. G. BASTIAN

to

CENTRAL PENNSYLVANIA
TELEPHONE AND SUPPLY COMPANY

RIGHT-OF-WAY

Dated February 26, 1891

Properly signed, sealed, and
acknowledged

Recorded February 27, 1891 in
Lycoming County

Deed Book 126, page 538

Consideration \$20.00

Robert P. Bastian and John H. G. Bastian release and discharge Central Pennsylvania Telephone and Supply Company, their successors and assigns, by reason of the erection, construction and maintenance of a line or lines of poles and wires for electrical transmission or transmission of messages by means of electricity and with other necessary facilities upon, through and over lands owned by Grantors situate along the line of the Philadelphia and Erie Railroad and adjoining the Loyalsock Gap Turnpike Road on the east and lands of Mrs. Sarah J. Young on the west, the poles and wires referred to, to be erected and maintained immediately adjoining or abutting and as close as possible to the line of the right-of-way of the Philadelphia and Erie Railroad and partly on both sides of the same. Together with the privilege of trimming and retrimming whenever necessary any and all trees so as at all times to clear said wires a distance of not less than 18". By reason of future building or improvements made by the landowner, any part of said line may form an obstruction, then the line shall be rearranged on said property at expense of the Grantee to meet the necessary conditions.

ADVERSE

ITEM 9.

R. P. BASTIAN and
MAGGIE BASTIAN, his wife

to

SYLVAN DELL PARK
ASSOCIATION

ARTICLE OF AGREEMENT

Dated October 22, 1904

Properly signed, sealed and
acknowledged

Recorded January 14, 1905, in
Lycoming County

Deed Book 188, page 575

Consideration \$1.00

In consideration of furnishing, laying and placing a one (1) inch galvanized iron pipe from a point on the land of the party of the second part about 75 feet south of the buildings used as a Restaurant by said second party over and across the land of said second party, the P & E Railroad, and party of the first part, to the house or residence of party of the first part, for the purpose of supplying water from the spring of party of the second part, the party of the first part grants to the party of the second part, its successors and assigns, the full free and uninterrupted use, liberty and privilege of the shore and shore-right, together with the land lying between low water mark of the river and the road now running along the bank of said river, also the right to the use of the said road in common with the said party of the first part; the said shore right, land and road to extend from the western line of the land of the party of the second part where it crosses said road, westwardly to a point where the barn of the party of the first part now stands, all in Armstrong Township, Lycoming County, Pennsylvania. Also the free and uninterrupted right of crossing, excavating, etc. upon the land of the said first party and for the purpose of repairing, changing, altering and relaying when necessary.

ADVERSE

ITEM 10.

R. P. BASTIAN and
MARGARET BASTIAN, his wife

to

SYLVAN DELL PARK
ASSOCIATION

RIGHT-OF-WAY

Dated October 1, 1914

Properly signed, sealed, and
acknowledged

Recorded October 28, 1914, in
Lycoming County.

Deed Book 217, page 447

Consideration Covenants here-
inafter contained

Grants to Sylvan Dell Park Association the free and uninterrupted use, liberty and privilege of a passage over and along a certain private road located in Armstrong Township, Lycoming County, Pennsylvania, beginning at a point on the public road leading from Williamsport to Brady Township, at or near the barn of John H. G. Bastian; thence running eastwardly through the land of John H. G. Bastian and R. P. Bastian and on the south bank of the West Branch of the Susquehanna River to the lands of Sylvan Dell Park Association near their boat landing together with such turnouts as the party of the second part may deem necessary to be maintained all of such turnouts to be on the north side of said road and between the said road and the river.

Together with free ingrees, egress and regress to and for the said Sylvan Dell Park Association, the tenants, occupiers and possessors of its lands, and all persons desiring to pass to and from the property of said Association and the public road, at all times and seasons hereinafter during the existence of the Sylvan Dell Park Association, along, upon and over the said private road in common with the said R. P. Bastian, his heirs and assigns, tenants or occupiers of his land adjacent to said road.

ADVERSE

ITEM 11.

MARGARET ELIZABETH BASTIAN,
Widow, CLYDE E. BASTIAN and
MINNIE N. BASTIAN, his wife,
CHARLES A. BASTIAN and VIOLET
G. BASTIAN, his wife, and
ROBERT BRUCE BASTIAN, Single

RIGHT-OF-WAY

Dated November 14, 1929

Properly signed, sealed, and
acknowledged

Recorded December 9, 1929, in
Lycoming County

to

Deed Book 276, page 513

THE BOROUGH OF MONTOURSVILLE

Consideration \$300.00

Grants right-of-way in, upon and through certain lands of the Grantors situate in Armstrong Township, Lycoming County, Pennsylvania, for the purpose of constructing, installing, maintaining and operating a line of iron pipe for the flowing and conducting of water for drinking and commercial purposes, . . . together with free ingress, egress and regress into, upon and through the lands aforesaid for the purpose of constructing, installing, maintaining and operating the said pipe line and repairing, altering and removing the same when and as the Grantee may deem necessary.

The right-of-way hereby granted begins at a point in lands of the Grantors where the same adjoins lands of the Sylvan Dell Park Association at or in the road commonly called the Montgomery Pike, and runs thence south 60 degrees west 1212 feet to a point; thence north 80 degrees west 686 feet to a point; thence south 80 degrees west 136 feet to a point; thence south 40 degrees west 115 feet, more or less, to a point in land which the Grantee purchased from Charles H. Kilgus for the purpose of erecting and maintaining thereon a reservoir.

ADVERSE

ITEM 12.

CLYDE E. BASTIAN and
MINNIE N. BASTIAN, his wife,
JAMES M. STRYKER and
MARY E. STRYKER, his wife,
GEORGE STRYKER and ABBIE
STRYKER, his wife, and
MARTHA STRYKER

RIGHT-OF-WAY

Dated January 21, 1930.

Properly signed, sealed and
acknowledged

RECORDED April 25, 1930, in
Lycoming County

to

Deed Book 278, page 511

THE BELL TELEPHONE COMPANY
OF AMERICA

Consideration \$1.00

Grants the right, privilege and authority to construct, reconstruct, operate and maintain lines of telephone and telegraph consisting of such poles, wires, cables, conduits, guys, anchors and other fixtures and appurtenances, as the Grantee from time to time require, upon, across, over and/or under the property which we own or in which we have any interest.

Said property being bounded

On the north by public road; on the east by lands of Raymond Bastian; on the south by Pennsylvania Railroad; and on the west by lands of Herbert Klein, situate in the Township of Armstrong, County of Lycoming, Commonwealth of Pennsylvania;

and upon and along the roads, streets, or highways adjoining the said property, with the right to trim from time to time, any trees along said lines so as to keep the wires and cables cleared at least 36 inches and the right to permit the attachment of and/or carry in conduit wires and cables of any other company, and with the further right to cut and keep cut down all trees and undergrowth within 25 feet of said lines. The Grantors for their heirs, executors, administrators and assigns hereby covenant that they will not grant permission for any other wire lines on said property within 100 feet of said lines which in the judgment of the Grantee, its successors and assigns, will interfere with its wires or endanger its lines and that no inflammable structure will be erected or permitted on said property within 50 feet of said lines.

ADVERSE

ITEM 13.

CLYDE E. BASTIAN and
MINNIE N. BASTIAN, his wife

to

THE BELL TELEPHONE COMPANY
OF PENNSYLVANIA

RIGHT-OF-WAY
Dated January 13, 1930
Properly signed, sealed and
acknowledged
Recorded April 10, 1930, in
Lycoming County
Deed Book 278, page 407
Consideration \$1.00

Grants a right-of-way for telephone and telegraph lines with the same rights, privileges and conditions as set forth in Item 12 of this Abstract, upon, across, over and/or under the property which Grantors own or in which they have any interest, said property being bounded:

On the north by lands of Pennsylvania Railroad; on the east by lands of Robert Bastian Estate; on the south by lands of Charles Kilgus; and on the west by lands of Charles Kilgus, situate in Armstrong Township, Lycoming County, Pennsylvania.

ADVERSE

ITEM 14.

CHARLES A. BASTIAN and
VIOLET G. BASTIAN, his wife,
MARGARET E. BASTIAN and
CLYDE E. BASTIAN and MINNIE
N. BASTIAN, his wife, and
ROBERT B. BASTIAN, Devisees
under the Will of Robert D.
Bastian

RIGHT-OF-WAY

Dated January 14, 1930

Properly signed, sealed and
acknowledged

Recorded April 25, 1930, in
Lycoming County

Deed Book 278, page 510

Consideration \$1.00

to

THE BELL TELEPHONE COMPANY
OF PENNSYLVANIA

Grants a right-of-way for telephone and telegraph lines
with the same rights, privileges and conditions as set forth in
Item 12 of this Abstract, upon, across, over and/or under the
property which Grantors own or in which they have any interest
said property being bounded:

On the north by land of Charles Bastian and
public road; on the east by lands of Wesley Miller;
on the south by lands of Charles Kilgus; and on the
west by lands of Clyde Bastian, situate in the Town-
ship of Armstrong, Lycoming County, Pennsylvania.

ADVERSE

ITEM 15.

CLYDE E. BASTIAN and
MINNIE N. BASTIAN, his wife,
JAMES M. STRYKER and
MARY E. STRYKER, his wife,
GEORGE STRYKER and ABBIE
STRYKER, his wife, and
MARTHA STRYKER

) RIGHT-OF-WAY

) Dated January 21, 1930

) Properly signed, sealed and
acknowledged

) Recorded June 16, 1930, in
Lycoming County

to

) Deed Book 279, page 334

THE BELL TELEPHONE COMPANY
OF PENNSYLVANIA

) Consideration \$1.00

Grants a right-of-way for telephone and telegraph lines with the same rights, privileges and conditions as set forth in Item 12, of this Abstract, upon, across, over and/or under the property which Grantors own or in which they have any interest, said property being bounded:

On the north by land of Pennsylvania Railroad and James and George Stryker; on the east by lands of Charles Bastian and Robert P. Bastian Estate; on the south by lands of Charles Kilgus; and on the west by lands of Charles Kilgus, situate in the Township of Armstrong, Lycoming County, Pennsylvania.

ADVERSE

ITEM 16.

CLYDE E. BASTIAN and MINNIE C. BASTIAN, his wife, to KEYSTONE PIPE LINE COMPANY	}	RIGHT-OF-WAY Dated August 15, 1936 Properly signed, sealed and acknowledged Recorded September 18, 1936, in Lycoming County Deed Book 297, page 257 Consideration \$10.00
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Grants the right to lay a pipe line and maintain, operate, repair and remove said line over and through our land situate in Armstrong Township, Lycoming County, Pennsylvania, bounded and described as follows:

On the north by lands of West Branch of the Susquehanna River; on the south by lands of Charles Kilgus; on the west by lands of Allen Reed and Montoursville Water Company; on the east by lands of Montoursville Water Company. Containing 190 acres, more or less;

with the right of ingress, egress and regress to and from the same, the said grantors to fully use and enjoy the said premises except for the purpose hereinbefore granted to the said Company.

And it is further agreed upon that said Company, its successors and assigns, may at any time, lay, maintain, operate, repair and remove additional lines of pipe within 30 feet of any then existing line; upon paying for each additional line the same consideration paid for the line herein provided for and subject to the same conditions; also may change any pipe or pipes now laid, provided such pipe or pipes are relocated in the same place.

ADVERSE

ITEM 17.

MARGARET BASTIAN, Widow,	}	RIGHT-OF-WAY
BRUCE BASTIAN, Single,		Dated August 17, 1936
CLYDE BASTIAN and MINNIE		Properly signed, sealed and
BASTIAN, his wife, heirs		acknowledged
at law of R. P. Bastian, Deceased)		Recorded September 18, 1936, in
		Lycoming County
to		Deed Book 297, page 259
		Consideration \$35.50
KEYSTONE PIPE LINE COMPANY		

Grants the right to lay a pipe line with the same rights, privileges and conditions as set forth in Item 16 of this Abstract, covering the following described premises:

Land situate in Armstrong Township, Lycoming County, Pennsylvania, bounded on the north by lands of William Frei, James and George Stryker; on the east by lands of Sylvan Dell Park and Clyde Bastian; on the south by land of Wesley Miller; on the west by lands of Charles Kilgus. Containing 40 acres, more or less.

ADVERSE

ITEM 18.

MARGARET E. BASTIAN,
WIDOW

to

KEYSTONE PIPE LINE COMPANY

) RIGHT-OF-WAY

) Dated July 23, 1937

) Properly signed, sealed and
acknowledged

) Recorded July 27, 1937, in
Lycoming County

) Deed Book 283; page 323
Consideration \$19.00

Grants the right to lay a pipe line with the same rights, privileges, and conditions as set forth in Item 16 of this Abstract, covering the following described premises:

Bounded on the north by the Susquehanna River; on the east by lands of Clyde Bastian; on the south by lands of William Frye and by lands of Atlantic Refining Company; on the west by lands of Atlantic Refining Company and lands of George and James Stryker.

ADVERSE

ITEM 19.

CLYDE E. BASTIAN and
MINNIE BASTIAN, his wife,

to

THE BELL TELEPHONE COMPANY
OF PENNSYLVANIA

RIGHT-OF-WAY

Dated November 25, 1938

Properly signed, sealed and
acknowledged

Recorded January 26, 1939, in
Lycoming County

Deed Book 283, page 647

Consideration \$1.00

Grants unto said Company, its successors and assigns, the right, privilege and authority to construct, reconstruct, operate and maintain its telephone and telegraph lines and appliance including poles, anchors, brace poles, crossarms, cables and wires on, over, along and across our land and the highway adjacent thereto; said land being bounded on the

north by Susquehanna River; on the east by lands of Montoursville Borough (Water Shed Land); on the south by State Highway Route No. 41006; and on the west by lands of R. P. Bastian Estate and State Highway 41006 situate in the Township of Armstrong, County of Lycoming, Commonwealth of Pennsylvania;

with the right to trim and keep trimmed trees so as to clear all crossarms, cables and wires by at least 3 feet and to attach to trees the necessary guy wires and the further right to permit others to use the said lines and appliances.

ADVERSE

ITEM 20.

CLYDE E. BASTIAN and
MINNIE E. BASTIAN,
his wife

to

PENNSYLVANIA POWER & LIGHT
COMPANY

RIGHT-OF-WAY

Dated May 15, 1952

Properly signed, sealed and
acknowledged

RECORDED February 16, 1953, in
Lycoming County

Deed Book 386, page 261
Consideration \$1.00 and \$700.00

Grants to Pennsylvania Power & Light Company, its successors, assigns, and lessees, the right to construct, operate, and maintain, and from time to time to reconstruct its electric lines including such poles, towers, cables and wires above and under the surface of the ground, fixture and apparatus as may be from time to time necessary for the convenient transaction of the business of the said Company, its successors, assigns, and lessees, upon, across, over, under, and along a strip of land 100 feet in width, said strip being a part of the property which we have any interest in the Township of Armstrong, County of Lycoming, Commonwealth of Pennsylvania, and upon, across, over, under and along the roads, streets, and highway adjoining the said property; including the right of ingress and egress to and from the said lines at all times for any of the purposes aforesaid.

ADVERSE

ITEM 21.

CLYDE E. BASTIAN and
MINNIE C. BASTIAN, his wife

to

PENNSYLVANIA POWER & LIGHT
COMPANY

RIGHT-OF-WAY

Dated May 15, 1952

Properly signed, sealed and
acknowledged

Recorded February 16, 1953, in
Lycoming County

Deed Book 386, page 264

Consideration \$1.00 and \$500.00

Grants a right-of-way 100 feet in width for electric
lines, including the rights, privileges and conditions set forth
in Item 20 of this Abstract.

ADVERSE

ITEM 22:

CLYDE E. BASTIAN and
MINNIE BASTIAN, his wife,

to

EDWIN B. SMITH and DOROTHY
SMITH, his wife, JAMES SCHENK,
HOWARD J. KAST and MABLE KAST,
his wife, HARRY J. COOK and HELEN
COOK, his wife, WILBUR JARRETT and
DRUCILLA JARRETT, his wife, DANIEL
J. THOMAS and LYDIA THOMAS, his
wife, B. T. LYNCH and KAY LYNCH,
his wife, LUTHER LOCKUFF and
LUTORA LOCKUFF, his wife,
ROBERT COON (s) and BEATRICE
GOON (s), his wife

RIGHT-OF-WAY

Dated July 22, 1955

Properly signed, sealed, and
acknowledged

Recorded July 26, 1955, in
Lycoming County

Deed Book 407, page 105

Consideration \$1.00

Grants to the parties of the second part the use from
reservoir situate on property of parties of the first part all
water necessary for domestic use, and also right to lay, maintain
and use through and under any land in Armstrong Township, now
owned by parties of the first part, a line of water pipe and
build all proper and usual accessories suitable for the same
from reservoir to the dwellings owned by the parties of the
second part.

ADVERSE

ITEM 23.

OLYDE E. BASTIAN and
MINNIE G. BASTIAN, his wife

to

PENNSYLVANIA POWER & LIGHT
COMPANY

RIGHT-OF-WAY

Dated October 3, 1955

Properly signed, sealed, and
acknowledged

Recorded November 25, 1955, in
Lycoming County

Deed Book 411, page 250

Consideration \$1.00

Grants the right, privilege and authority to construct, reconstruct, maintain and operate its electric lines, including poles, wires, guys, stub poles, fixtures and apparatus upon, across, over, under and along a strip of land 30 feet in width, said strip being a part of the property which we own or in which we have any interest along the highway known as T-433 located in the Township of Armstrong, County of Lycoming, Commonwealth of Pennsylvania and bounded:

On the north by Susquehanna River; on the east by Borough of Montoursville (Water Department); on the south by Pa. Route No. 15; on the west by Atlantic Refining Company and Stryker Brothers;

and upon, across, over, under and along the roads, streets, or highways adjoining the said property, including the right of ingress, egress and regress, to and from the said lines at all times for any of the purposes aforesaid.

Heckman

CF95014125
TRAN
BASTIAN, CLYDE E.
001

ABSTRACT OF TITLE

to

land

in

ARMSTRONG TOWNSHIP,
LYCOMING COUNTY, PA.

owned by

CLYDE BASTIAN and
MINNIE C. BASTIAN,
his wife

LAW OFFICES
FURST, MCCORMICK, MUIR, LYNN & REEDER
429 PINE STREET
WILLIAMSPORT, PA.

APPENDIX “D”

Supreme Court of Pennsylvania

Court of Common Pleas Civil Cover Sheet

Lycoming

County

For Prothonotary Use Only:

Docket No.

17-1763

TIME STAMP

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

SECTION A

Commencement of Action:

- Complaint Writ of Summons Petition
 Transfer from Another Jurisdiction Declaration of Taking

Lead Plaintiff's Name:
PPL Electric Utilities Corporation

Lead Defendant's Name:
Carl Nolan, Jr.

Are money damages requested? Yes No

Dollar Amount Requested: within arbitration limits
(check one) N/A outside arbitration limits

Is this a *Class Action Suit*? Yes No

Is this an *MDJ Appeal*? Yes No

Name of Plaintiff/Appellant's Attorney: Marianne J. Gilmartin, Esq.

Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)

SECTION B

Nature of the Case: Place an "X" to the left of the **ONE** case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important.

TORT (do not include Mass Tort)

- Intentional
 Malicious Prosecution
 Motor Vehicle
 Nuisance
 Premises Liability
 Product Liability (does not include mass tort)
 Slander/Libel/ Defamation
 Other: _____

CONTRACT (do not include Judgments)

- Buyer Plaintiff
 Debt Collection: Credit Card
 Debt Collection: Other

 Employment Dispute: Discrimination
 Employment Dispute: Other

 Other: _____

CIVIL APPEALS

- Administrative Agencies
 Board of Assessment
 Board of Elections
 Dept. of Transportation
 Statutory Appeal: Other

 Zoning Board
 Other: _____

MASS TORT

- Asbestos
 Tobacco
 Toxic Tort - DES
 Toxic Tort - Implant
 Toxic Waste
 Other: _____

REAL PROPERTY

- Ejectment
 Eminent Domain/Condemnation
 Ground Rent
 Landlord/Tenant Dispute
 Mortgage Foreclosure: Residential
 Mortgage Foreclosure: Commercial
 Partition
 Quiet Title
 Other: Injunction for (1) Trespass (2) Nuisance (3) Interference with Contractual Relations

MISCELLANEOUS

- Common Law/Statutory Arbitration
 Declaratory Judgment
 Mandamus
 Non-Domestic Relations
 Restraining Order
 Quo Warranto
 Replevin
 Other: _____

PROFESSIONAL LIABILITY

- Dental
 Legal
 Medical
 Other Professional: _____

Marianne J. Gilmartin, Esq.
STEVENS & LEE, P.C.
Pa. Attorney I.D. No. 47591
425 Spruce Street, Suite 300
Scranton, PA 18503
(570) 969-5362
mjpg@stevenslee.com
Attorneys for PPL Electric Utilities Corporation

FILED
LYCOMING COUNTY
PA 12-37

PPL ELECTRIC UTILITIES
CORPORATION,

Plaintiff,

v.

CARL NOLAN, JR.,

Defendant.

IN THE COURT OF COMMON PLEAS OF
LYCOMING COUNTY, PENNSYLVANIA

EQUITY

17-1763

Case No. _____

TO: Carl Nolan, Jr.
2680 Sylvan Dell Road
South Williamsport, PA 17702

NOTICE

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claim set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by an attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you. **YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED RATE OR NO FEE.**

AVISO

A USTED SE LE HA DEMANDADO EN LA CORTE. Si usted quiere defenderse contra la demanda expuesta en las siguientes páginas, tiene que tomar acción en un plazo de veinte (20) días después que reciba esta demanda y aviso, por presentar una notificación de comparecencia escrita personalmente o por un abogado y radicar por escrito en la Corte sus defensas u objeciones a las demandas presentadas en su contra. Se le advierte que si falla en hacerlo, el caso podría seguir adelante sin usted y un fallo podría ser dictado en su contra por la Corte sin previo aviso por cualquier dinero reclamado en la demanda o por cualquier otro reclamo o desagravio pedido por el/la demandante. Puede que usted pierda dinero o propiedad u otros derechos importantes para usted. **USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO, DIRÍJASE O LLAME POR TELÉFONO A LA OFICINA CUYA DIRECCIÓN SE ENCUENTRA ABAJO. ESTA OFICINA PUEDE PROVEERLE CON INFORMACIÓN SOBRE COMO CONTRATAR UN ABOGADO. SI NO TIENE LOS FONDOS SUFICIENTES PARA CONTRATAR UN ABOGADO, ESTA OFICINA PODRÍA PROPORCIONARLE INFORMACIÓN ACERCA DE AGENCIAS QUE PUEDAN OFRECERLES SERVICIOS LEGALES A PERSONAS QUE REÚNAN LOS REQUISITOS A UN HONORARIO REDUCIDO O GRATIS.**

IF YOU DO NOT HAVE A LAWYER, CONTACT:

Pennsylvania Bar association
Lawyer Referral Service
100 South Street
P.O. Box 186
Harrisburg, PA 17108-0186
Telephone: (800) 692-7375

IF YOU CANNOT AFFORD A LAWYER, YOU MAY BE ELIGIBLE FOR LEGAL AID THROUGH:

North Penn Legal Services
Penn Tower Building
25 W. Third Street, Suite 400
Williamsport, PA 17701
Telephone: (570) 323-8741

Marianne J. Gilmartin, Esq.
STEVENS & LEE, P.C.
Pa. Attorney I.D. No. 47591
425 Spruce Street, Suite 300
Scranton, PA 18503
(570) 969-5362
mjjg@stevenslee.com
Attorneys for PPL Electric Utilities Corporation

RECEIVED
CLERK OF COURT
LYCOMING COUNTY
PA
SEP 19 2017

PPL ELECTRIC UTILITIES
CORPORATION,

Plaintiff,

v.

CARL NOLAN, JR.,

Defendant.

IN THE COURT OF COMMON PLEAS OF
LYCOMING COUNTY, PENNSYLVANIA

EQUITY

17-1763

Case No. _____

**PLAINTIFF PPL ELECTRIC UTILITIES CORPORATION'S
COMPLAINT IN EQUITY**

Plaintiff PPL Electric Utilities Corporation ("PPL"), by and through its attorneys, Stevens & Lee, P.C., files this Complaint against Defendant Carl Nolan, Jr. ("Defendant" or "Nolan") under Rule 1531 of the Pennsylvania Rules of Civil Procedure. PPL asks the Court to enjoin Defendant from irreparably harming PPL by interfering with and/or threatening bodily harm to PPL and its contractors who attempt to enter upon PPL's right-of-ways ("ROWs") in Armstrong, Lycoming County, Pennsylvania for the purpose of exercising PPL's right under recorded, perpetual ROW agreements to cut down, remove, trim and maintain trees and vegetation that may obstruct or conflict with PPL's electric utilities located within the ROWs.

As more fully set forth below, Defendant has threatened to interfere with and inflict bodily harm upon PPL's contractors who have appeared on or near PPL's ROWs to perform

work on trees and vegetation surrounding PPL's transmission lines, all in violation of PPL's right to use and maintain its facilities and to conduct its lawful business operations, including unhampered access to the facilities. Unless Defendant is enjoined from continuing his unlawful course of conduct, PPL will continue to sustain great, immediate and irreparable loss, damage, and injury to its business (and potentially its employees and contractors) of such amount and nature as is incapable of ascertainment in money damages and such loss will increase each day that Defendant's illegal acts continue. Plaintiff has no adequate remedy at law.

**FACTS SUPPORTING AN INJUNCTION
REQUIRING CARL NOLAN, JR. TO REFRAIN FROM INTERFERING
WITH PPL'S PERMITTED ACTIVITIES IN THE RIGHT-OF-WAYS**

Description of Parties and Agreements

1. Plaintiff PPL Electric Utilities Corporation is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania with a principal place of business at 2 North Ninth Street, Allentown, Lehigh County, Pennsylvania 18101.
2. Upon information and belief, Defendant Carl Nolan, Jr. is an adult and competent individual who resides at 2680 Sylvan Dell, Armstrong, PA 17702, on property over which PPL enjoys perpetual ROWs.
3. There are several ROWs involved in this controversy and they are described below in the order they were executed.
4. On May 15, 1952, Clyde E. Bastian and Minnie C. Bastian of R.D. #1, Williamsport, PA, ("Property"), on behalf of themselves, their heirs, administrators and assigns, irrevocably granted and conveyed to PPL (formerly known as Pennsylvania Power & Light Company), for good and valuable consideration, a ROW over a strip of land 100 feet in width over the Property. A true and correct copy of the perpetual ROW agreement ("Bastian 1952 ROW") that is recorded in Deed Book 386, page 264, etc., is attached hereto as **Exhibit A**.

5. On January 13, 1953, James M. Stryker and Mary E. Stryker of R.D. #1, Williamsport, PA, ("Property"), and George Stryker and Abbie Stryker of 452 Clark Street, South Williamsport, PA, on behalf of themselves, their heirs, administrators and assigns, irrevocably granted and conveyed to PPL, for good and valuable consideration a ROW over a strip of land 100 feet in width over the Property. A true and correct copy of the perpetual ROW agreement ("Stryker 1953 ROW") that is recorded in Deed Book is attached hereto as Exhibit B.

6. On November 3, 1964, Clyde E. Bastian and Minnie C. Bastian of R.D. #1, Williamsport, PA, ("Property"), on behalf of themselves, their heirs, administrators and assigns, irrevocably granted and conveyed to PPL, for good and valuable consideration, a ROW over a strip of land 50-70 feet in width over the Property. A true and correct copy of the perpetual ROW agreement ("Bastian 1964 ROW") that is recorded in Deed Book 507, page 588, etc., is attached hereto as Exhibit C. (Collectively, the Bastian 1952 ROW, the Stryker 1953 ROW, and the Bastian 1964 ROW (Exhs. A-C) are hereafter referred to as "ROWS" or "ROW Agreements.")

7. Clyde E. Bastian and Minnie C. Bastian, together with James M. Stryker, Mary E. Stryker, George Stryker and Abbie Stryker, are collectively "Grantors" pursuant to the identified ROW Agreements.

8. Pennsylvania Power & Light Company, now known as PPL Electric Utilities Corporation, is the entity to which the Grantors transferred certain rights in exchange for valuable consideration as identified and described in Exhs. A-C.

9. Upon information and belief, Defendant Nolan, Jr. is a successor in interest to Grantors.

10. The Bastian 1952 ROW and the Stryker 1953 ROW measure 100 feet across, while the Bastian 1964 ROW measures 50–70 feet across, and all the ROWs include a right of ingress and egress for PPL to maintain its electric utility transmission lines and related facilities. A map of the at-issue ROWs and surrounding area is attached hereto as Exhibit D (see center of page at the “L”).

11. Among other things, the Bastian 1952 ROW, the Stryker 1953 ROW, and the Bastian 1964 ROW grant to PPL the perpetual right to maintain its facilities, cut down, trim, remove and keep cut down and trimmed by mechanical means or otherwise, any and all trees, brush or other undergrowth within or adjoining the ROWs that in the judgment of PPL, its successors and assigns, interferes with the construction, reconstruction, maintenance or operation of electric lines, poles, towers, wires, cables and related apparatus (“PPL Facilities”) and to remove the root systems of trees, brush or other undergrowth. Further, the Bastian 1952 ROW and the Stryker 1953 ROW grant PPL the right to spray brush and undergrowth with chemicals for their removal and control.

12. At all relevant times, PPL has maintained PPL Facilities within the ROWs and has, from time to time, exercised its rights under ROW Agreements by trimming and treating trees, brush and other undergrowth that in the judgment of PPL interfere with PPL Facilities.

Description of Defendant’s Escalating Interference with and Threats to PPL

13. Beginning in or about 2013, PPL engaged a contractor, Penn Line Services, Inc. (“Penn Line”) to engage in tree trimming and other related, authorized activities on the Property within the area of the ROWs.

14. In early 2013, Penn Line had its first contact with Defendant in or near one of the ROWs, and then incidents between PPL (or Penn Line or one of its crews) and Defendant escalated, for years, as described below.

15. In April 2013, PPL attempted to resolve Defendant's issues as to the ROWs but was met with an angry tirade and accusations that PPL was "attacking" his Property. See Exhibit E (email documentation).

16. PPL attempted numerous times to negotiate with Defendant in order to gain access to the ROWs to perform tree cutting and vegetation work, including conversations where PPL explained its position and rights under the ROWs and tried to mitigate Defendant's concerns. But in June 2013, Defendant once again launched into an angry tirade directed to a Penn Line employee, where Defendant exclaimed that he would not be able "control his anger" if he spoke to PPL directly. See Exhibit F (email documentation).

17. On June 11, 2013, Defendant addressed a letter to PPL explaining that Defendant intended to maintain the ROWs himself. See Exhibit G (letter).

18. On August 30, 2013, while Penn Line crews were working on the ROWs, Defendant purposely parked his vehicle in such a fashion that the crews could not leave the area. When a member of the crew requested Defendant to move his parked vehicle, Defendant stated that the crews were not to return to and work on his property again. See Exhibit H (email documentation).

19. Tensions escalated over the following months, and, as a consequence of Defendant's actions, Penn Line employees were in fear of performing their work for PPL and, at times, were not able to complete their work for the protection of PPL Facilities within the ROWs.

20. On May 8, 2015, Defendant contacted a PPL representative and, among other things, stated that he believed that PPL needed to notify him, every time, before entering the ROWs. PPL explained that such notification was neither required under the terms of the ROWs nor practical. See Exhibit I (contact diary).

21. During a follow-up phone call, also on May 8, 2015, Defendant lost his temper and used abusive and threatening language, including the invitation to meet him "face to face" and that PPL could not get it through "its thick skull" that PPL, according to Defendant, had to notify him every time it enters one of the ROWs. *See id.*

22. On or about May 12, 2015, a PPL representative reached out to the Pennsylvania State Police and notified a police communications officer regarding the escalating behavior of Defendant and notified the officer regarding a pending site visit at the ROWs.

23. The site visit occurred on or about May 14, 2015, at which time Defendant was very aggressive. PPL's representatives presented Defendant with signs to post within the ROWs, on trees and the like, notifying future PPL agents to call PPL before entering the ROWs. Defendant stated that "the next time we enter the ROW without notifying him they will block our trucks in with their tractors and remove them at their pleasure." Defendant also "threatened to have [PPL] arrested for trespassing the next time."

24. On or about October 29, 2015, PPL considered using a police escort to enter the ROWs because of Defendant's statements, past experience with Defendant, and PPL's need to maintain the use and safety of its Facilities.

25. On August 15, 2016, an incident occurred between PPL's agents and Defendant involving "threats to the crew" exercising PPL's ROWs. See Exhibit J (email documentation).

26. During a meeting with Defendant on September 21, 2016, where PPL attempted, once again, to explain its position and mollify Defendant's concerns, Defendant became irate and told PPL not to touch certain trees or there would be "trouble." See Exhibit K (email documentation).

27. The next day, on September 22, 2016, the Defendant stopped Penn Line crew workers at his Property and told them not to use his driveway or enter one part of the ROWs because he was going to be shooting guns on another part of the ROWs, and would not shoot in that direction. Later that same day, there was an altercation with Defendant, Penn Line crew workers, and Defendant's son, where Defendant told the crew to stay off his property or he would have them arrested and put in jail. *See id.*

28. Defendant also informed PPL / Penn Lines not to enter his property or use the ROWs during any hunting season.

29. Defendant's actions continued to escalate into 2017. In or around July 2017, Mr. David Sztenderowicz, a Lead Specialist and Certified Arborist, at PPL's direction, attempted to gain access to the ROWs to evaluate the area for tree and vegetation management. Mr. Sztenderowicz identified himself as a PPL contractor, showed Defendant his badge and official company truck, and explained his intentions. The first thing Defendant said was "My wife has a gun," which Defendant repeated again during the conversation. Later that same day, Mr. Sztenderowicz returned to Defendant's Property, but was once again denied access. Defendant became irate before getting into his vehicle and driving off. See Exhibit L (email documentation).

30. As a consequence of this latest altercation, and in concert with prior documented experiences with Defendant's obstructions and increasingly belligerent behavior, going back

years, PPL's contractors have been unable to efficiently and properly complete their work within the ROWs since at least as far back as 2013. PPL's representatives, agents, and contractors have feared and continue to fear for their safety.

31. PPL must accomplish its tree trimming, clearing and vegetation removal within the ROW, because any interruption of electric utility service due to failure to manage vegetation would impact 13,276 PPL Customers at three separate PPL Substations and one 69kv customer.

32. Defendant continues to blatantly, defiantly and wantonly disregard the ROW Agreements and continues to exhibit threatening behavior to PPL and its contractors when they attempt to exercise their rights under the ROW Agreements.

33. PPL and its contractors fear that Defendant will continue to obstruct their right of way and will carry out his escalating threats of harm.

34. Defendant's conduct, if not enjoined, will prevent PPL from exercising its clear rights within the area of the ROWs and Defendant's obstructions and threats jeopardize the use and safety of PPL's Facilities.

LEGAL STANDARD AND BASIS FOR PERMANENT INJUNCTION

35. The Court may grant a permanent injunction where a party has established his or her clear right to relief. *Buffalo Twp. v. Jones*, 571 Pa. 637, 644, 813 A.2d 659, 663-64 (2002) (citation omitted).

36. Unlike a claim for a preliminary injunction, the party need not establish either irreparable harm or immediate relief and a court "may issue a final injunction if such relief is necessary to prevent a legal wrong for which there is no adequate redress at law." *Id.* (citation omitted). Additionally, when reviewing the grant or denial of a final or permanent injunction, an

appellate court's review is limited to determining whether the trial court committed an error of law. *Id.*

37. Given Defendant Nolan, Jr.'s escalating obstructions and threat of physical violence during PPL (or one of its contractors) most recent encounters with Defendant, PPL believes that Defendant's threats of violence will continue unless they are enjoined.

38. A permanent injunction is appropriate to prevent further interference with PPL's rights under the ROW Agreements, including threatened violence in circumstances in which PPL's contractors cannot safely enter an area where PPL has recorded property rights to perform work intended to protect PPL Facilities.

39. There is no constitutional, statutory, public policy or other right that justifies Defendant's obstructions and threatening behavior and potentially dangerous conduct toward PPL and its contractors.

40. PPL and its contractors cannot be adequately compensated by money damages.

41. A permanent injunction will restore PPL to its status as owner of perpetual ROWs as they existed immediately prior to Defendant's alleged wrongful conduct.

42. The activity to be restrained is actionable, PPL's right to relief is clear, and the wrong is manifest.

COUNT I – TRESPASS – PERMANENT INJUNCTION

43. PPL incorporates herein by reference all of the preceding paragraphs as if repeated and re-alleged herein.

44. Defendant has deliberately and willfully trespassed and intruded upon PPL's ROWs and threatened the safety of PPL's contractor, which has a lawful right to occupy the ROWs.

45. By virtue of the foregoing, PPL has demonstrated a likelihood of success on the merits and that a balancing of the equities favors entry of an injunction against Defendant.

46. Defendant's unlawful and intentional actions are causing immediate and irreversible injury to PPL, including, but not limited to:

(a) Loss of access to its ROWs;

(b) Inability to maintain its Facilities, cut down, trim, remove and keep cut down and trimmed by mechanical means or otherwise, any and all trees, brush or other undergrowth within or adjoining the ROWs that in the judgment of PPL, its successors and assigns, interferes with the construction, reconstruction, maintenance or operation of electric lines, poles, towers, wires, cables and related apparatus and to remove the root systems of trees, brush or other undergrowth and to spray brush and undergrowth with chemicals for their removal and control;

(c) Potential interruption of electric utility services to the public because of the overgrowth of trees, brush or other undergrowth within or adjoin the ROWs; and

(d) A very real threat of physical injury to PPL employees and contractors.

47. Defendant's alleged wrong is manifest, an injunction is reasonably suited to abate it, and PPL's right to relief is clear.

48. Because Defendant's conduct causes harm that cannot be adequately compensated in damages, PPL requests that the Court issue injunctive relief.

WHEREFORE, PPL respectfully requests that the Court issue an Order:

(1) enjoining Defendant, either directly or indirectly, for himself or through, on behalf of, or in conjunction with any person or entity, from:

A. Preventing or attempting to prevent by obstruction, harassment, threats, intimidation, or coercion, any person or persons or vehicle or vehicles from freely entering or

leaving the area of PPL's ROWs and interfering with PPL and/or its contractors' right of ingress and egress;

B. Obstructing or limiting in any way the work performed by PPL and/or its contractors under the ROW Agreement;

C. Standing in front of any vehicle or vehicles belonging to or being operated by or on behalf of PPL and/or its contractors, or engaging in any conduct that obstructs or interrupts the free movement of such vehicles at any time or at any place, including public roads or highways and areas of ingress and egress leading to the ROWs and within the ROWs themselves;

D. Entering upon the ROWs during periods when PPL and/or its contractors are performing work within the ROWs;

E. Threatening, harassing or engaging in any conduct intended to intimidate representatives, officers, agents, business visitors or employees of PPL and its contractors; and

F. Committing any acts of violence against any of PPL's or its contractors' personnel or property or encouraging or inducing others to engage in any of the aforesaid prohibited activities;

(2) Providing that the Court's Order shall be enforced by the Sheriff's Office and the local and State Police and by any other law enforcement agency having jurisdiction over the enjoined party, and that any person engaging in any conduct violating any provision of the Order shall be taken into custody and brought before the Court for a hearing for the imposition of appropriate sanctions;

(3) Scheduling a hearing to be held on PPL's Motion for a permanent injunction; and

(4) Granting to PPL such other relief as the Court deems appropriate.

COUNT II – NUISANCE – PERMANENT INJUNCTION

49. PPL incorporates herein by reference all of the preceding paragraphs as if repeated and re-alleged herein.

50. Defendant's intentional and unreasonable interference with PPL's lawful property rights prevents PPL and its contractors from performing authorized work within the area of PPL's ROWs.

51. Defendant is engaged in intentional, reckless conduct that constitutes actionable nuisance under Pennsylvania law.

52. Money damages will not adequately compensate PPL for Defendant's unlawful behavior, and PPL will continue to suffer harm unless Defendant's conduct is enjoined.

WHEREFORE, PPL respectfully requests that the Court issue an Order:

(1) enjoining Defendant, either directly or indirectly, for himself or through, on behalf of, or in conjunction with any person or entity, from:

A. Preventing or attempting to prevent by obstruction, harassment, threats, intimidation, or coercion, any person or persons or vehicle or vehicles from freely entering or leaving the area of PPL's ROWs and interfering with PPL and/or its contractors' right of ingress and egress;

B. Obstructing or limiting in any way the work performed by PPL and/or its contractors under the ROW Agreements;

C. Standing in front of any vehicle or vehicles belonging to or being operated by or on behalf of PPL and/or its contractors, or engaging in any conduct that obstructs or interrupts the free movement of such vehicles at any time or at any place, including public roads or highways and areas of ingress and egress leading to the ROWs and within the ROW themselves;

D. Entering upon the ROWs during periods when PPL and/or its contractors are performing work within the ROWs;

E. Threatening, harassing or engaging in any conduct intended to intimidate representatives, officers, agents, business visitors or employees of PPL and its contractors; and

F. Committing any acts of violence against any of PPL's or its contractors' personnel or property or encouraging or inducing others to engage in any of the aforesaid prohibited activities;

(2) Providing that the Court's Order shall be enforced by the Sheriff's Office and the local and State Police and by any other law enforcement agency having jurisdiction over the enjoined party, and that any person engaging in any conduct violating any provision of the Order shall be taken into custody and brought before the Court for a hearing for the imposition of appropriate sanctions;

(3) Scheduling a hearing to be held on PPL's Motion for a permanent injunction; and

(4) Granting to PPL such other relief as the Court deems appropriate.

**COUNT III – INTERFERENCE WITH CONTRACTUAL RELATIONS –
PERMANENT INJUNCTION**

53. PPL incorporates herein by reference all of the preceding paragraphs as if repeated and re-alleged herein.

54: At all times relevant to this action, Defendant was aware that PPL had a contractual relationship with Penn Line by which Penn Line would perform certain authorized work for PPL within the ROWs.

55. PPL employees and contractors have a right, conferred by the ROW Agreements, to pursue all lawful activities within the ROWs free from Defendant's interference.

56. By preventing Penn Line's access to the PPL ROWs, Defendant has intentionally interfered with the contractual relationship between PPL and Penn Line, all to PPL's detriment.

57. Defendant has no right or justification for his threatening, intentional interference with the contractual relationship between PPL and Penn Line, and the only appropriate remedy to abate Defendant's conduct is an injunction precluding Defendant from further interfering.

58. PPL has been and will continue to be damaged by Defendant's threatening conduct and interference.

WHEREFORE, PPL respectfully requests that the Court issue an Order:

(1) enjoining Defendant, either directly or indirectly, for himself or through, on behalf of, or in conjunction with any person or entity, from:

A. Preventing or attempting to prevent by obstruction, harassment, threats, intimidation, or coercion, any person or persons or vehicle or vehicles from freely entering or leaving the area of the ROWs and interfering with PPL and/or its contractors' right of ingress and egress;

B. Obstructing or limiting in any way the work performed by PPL and/or its contractors under the ROW Agreements;

C. Standing in front of any vehicle or vehicles belonging to or being operated by or on behalf of PPL and/or its contractors, or engaging in any conduct that obstructs or interrupts the free movement of such vehicles at any time or at any place, including public roads or highways and areas of ingress and egress leading to the ROWs and within the ROW themselves;

D. Entering upon the ROWs during periods when PPL and/or its contractors are performing work within the ROWs;

E. Threatening, harassing or engaging in any conduct intended to intimidate representatives, officers, agents, business visitors or employees of PPL and its contractors; and

F. Committing any acts of violence against any of PPL's or its contractors' personnel or property or encouraging or inducing others to engage in any of the aforesaid prohibited activities;

(2) Providing that the Court's Order shall be enforced by the Sheriff's Office and the local and State Police and by any other law enforcement agency having jurisdiction over the enjoined party, and that any person engaging in any conduct violating any provision of the Order shall be taken into custody and brought before the Court for a hearing for the imposition of appropriate sanctions;

(3) Scheduling a hearing to be held on PPL's Motion for a permanent injunction; and

(4) Granting to PPL such other relief as the Court deems appropriate.

COUNT IV – DECLARATORY RELIEF

59. PPL incorporates herein by reference all of the preceding paragraphs as if repeated and re-alleged herein.

60. PPL hereby invokes Pennsylvania's Declaratory Judgments Act, 42 Pa. C.S. § 7531 *et seq.*, and requests that the Court declare the respective rights and obligations of the parties pursuant to the ROW Agreements.

61. There is an actual controversy by and between PPL and Carl Nolan, Jr. with respect to their respective rights and obligations pursuant to the ROW Agreements.

62. A declaration of the respective rights and obligations of the parties under these circumstances will resolve this controversy.

WHEREFORE, PPL respectfully requests that this Court declare as follows:

(a) That the Bastian 1952 ROW, the Stryker 1953 ROW, and the Bastian 1964 ROW
(Exhs. A-C) are valid and enforceable right-of-way agreements pursuant to Pennsylvania law;

(b) That PPL enjoys certain perpetual rights to enter certain tracts of land and
maintain its Facilities as described in the ROW Agreements;

(c) That Defendant Carl Nolan, Jr. has violated the terms of the ROW Agreements or
otherwise interfered with PPL's rights under the ROW Agreements; and

(d) That Defendant Carl Nolan, Jr. shall be and is enjoined from any further
interference with PPL and / or PPL's agents as to PPL's rights under the ROW Agreements.

Dated: December 8, 2017

STEVENS & LEE

By



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Corporation*

VERIFICATION

I, Mary D. Baker, verify that I am a representative of PPL Electric Utilities Corporation in the within action; that the attached Complaint is based upon the facts of which I have personal knowledge or information furnished to me by counsel; that the language of the document is that of counsel and not my own; and that the facts set forth in the foregoing document are true and correct to the best of my knowledge, information and belief. I understand that the statements herein are made subject to the penalties of 18 PA. CONS. STAT. § 4904 relating to unsworn falsification to authorities.

Date: 12/7/17

Mary D. Baker
Mary D. Baker

