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E-File

August 21, 2018

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor North
P.O. Box 3265
Harrisburg, PA 17120-3265

**Re: PPL Electric Utilities Corporation Agreement;
Lehigh-Northampton Airport Authority and Rock-Lehigh Valley L.L.C.
Lehigh County, Pennsylvania**

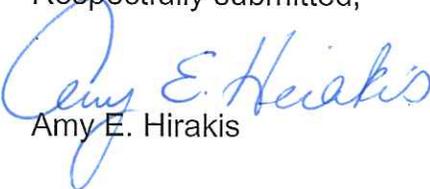
Dear Secretary Chiavetta:

Enclosed for filing on behalf of PPL Electric Utilities Corporation ("PPL Electric") is an Agreement between PPL Electric, the Lehigh-Northampton Airport Authority and Rock-Lehigh Valley L.L.C. located in Lehigh County, Pennsylvania. This agreement is being filed pursuant to 66 Pa. C.S.A. § 507.

Pursuant to 52 Pa. Code § 1.11, the enclosed document is to be deemed filed on August 21, 2018, which is the date it was filed electronically using the Commission's E-filing system.

If you have any questions please do not hesitate to contact me.

Respectfully submitted,


Amy E. Hirakis

Enclosure

Prepared by: PPL Electric Utilities

**Return to: Austin Weseloh
PPL Electric Utilities, GENN 4
2 N. 9th Street
Allentown, PA 18101**

PARCEL ID #: 640953261259 and 640952391677 – Hanover Township, Lehigh County, Pennsylvania

AGREEMENT

THIS AGREEMENT (this “Agreement”) is made this 20th day of July, 2018 (the “Effective Date”) between **PPL ELECTRIC UTILITIES CORPORATION**, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having an address of 2 N. 9th Street, Allentown, Pennsylvania 18101, hereinafter called “PPL,” **ROCK-LEHIGH VALLEY LLC**, a Delaware limited liability company, having an address of 1221 Avenue of the Americas, New York, NY 10020, hereinafter called “Requester” and **LEHIGH-NORTHAMPTON AIRPORT AUTHORITY**, a Pennsylvania municipal authority, having an address of 3311 Airport Road, Allentown, PA 18109-3040, hereinafter called “LNAA”.

WITNESSETH

WHEREAS, LNAA owns certain property located on Willowbrook Road, Hanover Township, Lehigh County, Pennsylvania, identified as Tax Parcel Numbers 640953261259 and Tax Parcel Number 640952391677 (such tax parcels, collectively, the “Property”); and

WHEREAS, PPL has an existing electric transmission line right of way (the “PPL ROW”) across and over the Property pursuant to a Grant of Right of Way recorded in the Recorder’s Office at Book M363, Page 505; and

WHEREAS, Requester and LNAA are desirous of obtaining from PPL an agreement for the use of a portion of the PPL ROW, which proposed use is more fully identified on the plans prepared by The Pidcock Company, S-11570 Sheet 17 of 34, last revised 2/26/2018, and on

Sketches (2) entitled Allen Township Industrial Subdivision Infrastructure Improvements PPL Easement – Basin ‘C’ Grading Revisions dated 1/8/2018 and dated 7/12/2018 which plans are attached hereto and made a part hereof (the “Plans”).

NOW, THEREFORE, all Parties Intending To Be Legally Bound, and PPL insofar as it has the right to do so, hereby grants Requester and LNAA, and their successors and assigns the right of privilege of using a portion of the PPL ROW, to develop the Property and install improvements hereinafter as shown on the Plans hereinafter called “Facilities,” located in Allen Township, Northampton County, Pennsylvania.

UNDER AND SUBJECT, NEVERTHELESS, to the following reservations, restrictions and conditions:

1. The installation of the said Facilities shall be in compliance with the requirements of any municipal, state or other governmental agencies.
2. Other than as shown on the Plans, no additional changes to existing and/or proposed grades shall be allowed without PPL’s prior written approval.
3. Other than the Facilities, no buildings, or other structures, temporary or permanent, may be erected within the PPL ROW without prior approval of PPL.
4. Storage of material or regular parking of vehicles which contain highly flammable or explosive cargoes is prohibited. Storage of flammable fuels or fueling of vehicles is also prohibited.
5. PPL reserves unrestricted rights of ingress and egress for line maintenance, or other work. Access to PPL’s facilities shall at no time be impeded.
6. Subject to the terms and conditions of the PPL ROW, PPL, its successors, assigns, or lessees, retains the right to construct, operate, maintain, and from time to time to construct or reconstruct any of its existing or future facilities within its right of way, including the install of any poles, towers, wires, including communication and fiber optic, counterpoise, guys, fixtures, or apparatus necessary to maintain PPL facilities, without any obligation to restore the surface or relocate any barriers.

7. Requester, its successors or assigns, shall limit the installation of the Facilities to the dimensions as indicated on the Plans. Requester shall submit revised plans to PPL and LNAA for proper review prior to installation of any other Facilities.
8. PPL shall be relieved of all responsibility for any and all environmental matters or claims resulting from the Facilities or the repair and construction of the Facilities on the PPL ROW, and any such matters shall be resolved without expense to PPL and LNAA and with the approval of, and to the satisfaction of, all appropriate local, state and federal governmental agencies.
9. Requester hereby releases, quitclaims, discharges, indemnifies, defends and holds harmless PPL, its officers, directors, employees, agents, successors and assigns from and against any and all loss, liability, damages, demands, claims, suits, fines, penalties or causes of action whatsoever, caused by, resulting from, or in any way related to the Requester's presence within PPL's ROW, including resolving any environmental problems caused by Requester without expense to PPL or LNAA, to the satisfaction of all appropriate local, state and federal governmental entities; provided Requester shall not release, discharge, or indemnify PPL or LNAA for its negligence or willful misconduct.
10. Requester agrees to waive and release PPL and LNAA from any and all damages or losses sustained by Requester through the use of PPL's equipment, including trucks, etc., which may be operated over the PPL ROW or resulting from any lawful use of the PPL ROW by PPL and Requester agrees to be liable for any and all actual and direct damages sustained by PPL or LNAA (but not any consequential damages) as the result of the installation, operation, and maintenance of Facilities, so long as PPL and/or LNAA have not acted in a negligent manner or in a manner that constitutes willful misconduct.
11. The Agreement shall commence as indicated on the aforesaid date and continue thereafter. However, should Requester violate any of the reservations, terms, or conditions set forth in this Agreement and fails to cure such breach within thirty (30) days of receipt of written notice from PPL, PPL may forthwith declare this Agreement terminated by giving written notice to Requester and LNAA.

12. The Agreement shall extend to and be binding upon the respective successors and assigns of each of the parties hereto; provided, however that Requester shall automatically be released from all liability under this Agreement arising from and after one (1) year from the completion of the Facilities.
13. If counterpoise, usually 12 inches to 18 inches below grade, or any other PPL facility is damaged or severed in connection with the construction or maintenance of the Facilities, the damage shall be reported promptly to PPL. The damaged facility will be re-established by PPL at the responsible party's expense.
14. Any cranes or other equipment which may be used in close proximity to PPL lines for the installation of the aforesaid Facilities must be operated in a manner which will avoid contact with the electric lines, in accordance with the safety standards established and promulgated by the Department of Labor and Industry and the Federal Occupational Safety and Health Act and its regulations in effect or proposed as of the date of this Agreement.
15. If temporary reinforcement or relocation of PPL's facilities is required to accommodate the installation, operation or maintenance of the Facilities, then, such temporary reinforcement or relocation will be done at Requester's expense.
16. Subject to the Plans, curb cut for access roads at shallow angles to curb lines shall be at least fifteen (15) feet in width to allow unimpeded access to PPL facilities. Curb cuts must be incorporated into concrete curbing and placed between all access roads and areas where curbing restricts maintenance access to PPL transmission facilities. If shown on the Plans, bollards will be installed around affected facilities at Requester's cost.
17. Requester agrees to restore the PPL ROW to its original condition and to be responsible for any ground settling which may result from the installation of the Facilities, for a period of one (1) year from completion of Facilities, and any maintenance which may be required thereafter.
18. PPL reserves the right to temporarily restrict parking or use of roadways in the PPL ROW during the performance of its maintenance or other work to the PPL facilities. PPL shall have the right to temporarily restrict parking or use of the roadways on

the Property with Requester's prior approval, which approval shall not be unreasonably withheld; provided, however, that in no event shall (x) such approval be required in the event that PPL in good faith deems that an emergency exists which requires immediate attention, (y) PPL be permitted to block full ingress and/or egress to the Property and (z) such restriction of parking and/or use of the roadways exceed the commercially reasonable amount of time that is needed to perform the applicable maintenance or other work to the PPL facilities.

19. No streets shall be constructed within ten (10) feet of the face of a tower or pole, unless otherwise specifically shown on the Plans or unless barriers approved by PPL are installed.
20. Any grading done in connection with the paving and use of the PPL ROW shall be done in such a manner as to avoid reduction in the clearance between PPL's wires and the present surface to the PPL ROW. Any costs incurred by PPL to correct said clearances shall be borne by Requester.
21. Proposed signs or lighting structures shall be reviewed by PPL as to height limitations for the particular locations selected and must be approved before installation.
22. Contractors must exercise extreme caution to avoid shock hazards.
23. All Facilities shall be installed in a manner which will allow passage of heavy equipment (up to 9 tons double axle weight) over the Facilities; provided that PPL will not be liable for any damages to Facilities installed on its right of way except to the extent caused by the negligence or willful misconduct of PPL.
24. All Facilities shall be visibly marked on the right of way where they enter or leave the right of way.
25. Any cathodic protection that may be required to protect PPL's facilities from the Facilities shall be installed and maintained by Requester at no expense to PPL or LNAA. The Requester shall be responsible for any mitigation costs that may result from the use of the cathodic protection system to protect PPL's system, which may include the removal of the cathodic protection system at PPL's discretion.

Remediation of stray voltage or currents on the Facilities due to the proximity to PPL facilities will be at the expense of the Requester.

26. Except as shown on the Plans, a 20' minimum horizontal separation shall be maintained from the centerline of any underground facility to the nearest parallel overhead line conductor to provide a safe working space during construction and maintenance of the underground facility.
27. PPL reserves the right to trim or remove any tree or shrub that interferes with ingress, egress, maintenance or operation of PPL facilities without obligation to restore same.
28. No planting shall be allowed to exceed 10 feet in height. If, upon request from PPL, the Requester or property owner refuses to maintain plantings to this height, PPL reserves the right to either remove or maintain plantings at the Requester's expense.
29. Fences shall not exceed ten (10) feet in height. If a fence is of a metallic type, it shall be adequately grounded. Requester (or LNAA, as applicable, if either of them installs a metallic fence) assumes responsibility and liability for determining and installing necessary grounding, and ensuring adequate safety protection against shock hazard or equipment malfunction.
30. Any fence that restricts access to PPL facilities or rights of way shall be equipped with a gate or gates, or be constructed with removal sections to permit access of vehicles and/or equipment to PPL structures, lines, or rights of way involved. If Requester (or LNAA, as applicable, if either of them installs a metallic fence) is not available to remove necessary sections, PPL shall remove same with no obligation to replace same. Gate(s) must be at least fourteen (14) feet in width and be equipped with PPL locks.
31. Notwithstanding anything to the contrary contained herein, this Agreement shall not be construed to alter or amend the terms and conditions of the PPL ROW, and PPL shall continue to comply with all terms and conditions thereof.

32. Because of the nature of PPL's business, PPL may need to use the portion of the PPL ROW over which Requester is encroaching under this Agreement. Requester's Facilities are required for the permanent ingress/egress, utilities and stormwater management associated with Requester's and/or LNAA's proposed development of the Property. In the event that PPL needs to use the portion of the PPL ROW over which Requester is encroaching under this Agreement, PPL and Requester shall in a communicably reasonable and feasible manner, attempt to reasonably modify the Plans accordingly; provided, however, that the Facilities shall not require relocation. The costs of all modifications shall be borne by Requester, its successors and assigns.

[THE REMAINING OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

WITNESS:

Janet Lovell

BY:

PPL ELECTRIC UTILITIES CORPORATION

Austin Weseloh
Austin Weseloh
Transmission Right of Way and Real Estate Supervisor

ROCK-LEHIGH VALLEY LLC

By: Rockefeller Group Development Corporation, its sole and managing member

Janet Skelton
Signature: John H. Pierce

Name: John H. Pierce

Title: Senior Vice President, Design & Construction

LEHIGH-NORTHAMPTON AIRPORT AUTHORITY

Thomas R. Stoudt
Signature: Thomas R. Stoudt

Name: Thomas R. Stoudt

Title: Executive Director

COMMONWEALTH OF PENNSYLVANIA:

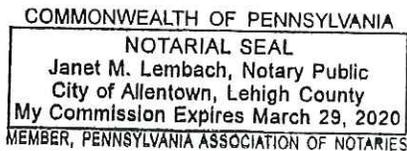
COUNTY OF Lehigh §
:

On this 16th day of August, 2018 before me, the undersigned officer personally appeared Austin Weseloh who acknowledged himself to be the Transmission Right of Way and Real Estate Supervisor of PPL Electric Utilities Corporation a corporation, and that he as such Transmission Right of Way and Real Estate Supervisor being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Transmission Right of Way and Real Estate Supervisor.

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

Janet M. Lembach
Notary Public

[Notarial Seal]
My Commission Expires:

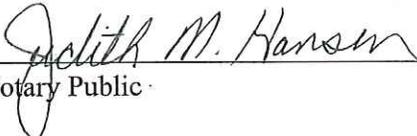


STATE OF NEW JERSEY:

COUNTY OF MORRISTOWN:

On this, the 2 day of August, 2018 before me, the undersigned, personally appeared John H. Pierce who acknowledged himself to be a Senior Vice President, Design & Construction of Rockefeller Group Development Corporation, a New York corporation, the sole and managing member of Rock-Lehigh Valley LLC, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Rockefeller Group Development Corporation, by himself as such officer.

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



Notary Public

[Notarial Seal]

My Commission Expires:

Judith M. Hansen

Notary Public of New Jersey

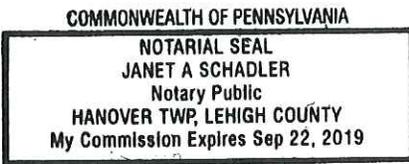
My Commission Expires Aug. 22, 2023

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF LEHIGH : SS

On this, the 15th day of August, 2018 before me, the undersigned officer, personally appeared Thomas G. St. Gault, who acknowledged himself to be the Executive Director of Lehigh-Northampton Airport Authority, a Pennsylvania municipal authority, and that he, as such Executive Director, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the municipal corporation by himself as such Executive Director

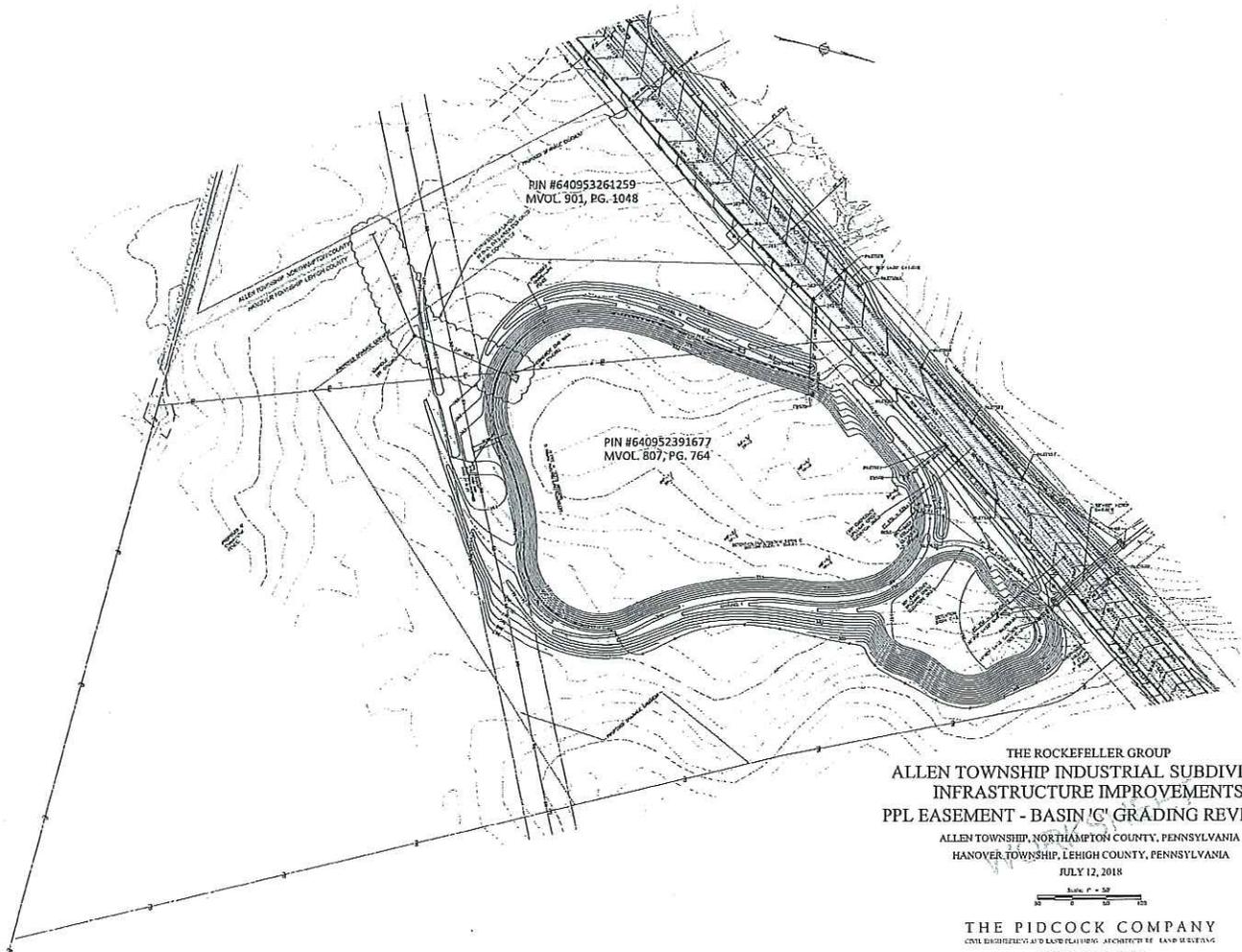
IN WITNESS WHEREOF, I hereunto set my hand and official seal.



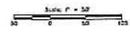
Janet A. Schadler
Notary Public

[Notarial Seal]

My Commission Expires: September 22, 2019



THE ROCKEFELLER GROUP
 ALLEN TOWNSHIP INDUSTRIAL SUBDIVISION
 INFRASTRUCTURE IMPROVEMENTS
 PPL EASEMENT - BASIN 'C' GRADING REVISIONS
 ALLEN TOWNSHIP, NORTHAMPTON COUNTY, PENNSYLVANIA
 HANOVER TOWNSHIP, LEHIGH COUNTY, PENNSYLVANIA
 JULY 12, 2018



THE PIDCOCK COMPANY
 CIVIL ENGINEERING AND LAND PLANNING ARCHITECTURE AND LAND SURVEYING
1125 W. 10TH STREET, SUITE 1000, PHILADELPHIA, PA 19107

