

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

MICHAEL and SHARON HARTMAN,

No. C-2019-3008272

Complainants,

v.

PPL ELECTRIC UTILITIES CORP.,

Respondent.

NOTICE TO PLEAD

To: Michael and Sharon Hartman
1650 Primrose Lane
Dauphin, PA 17018

YOU ARE HEREBY NOTIFIED TO FILE A WRITTEN RESPONSE TO THE ATTACHED MOTION FOR SUMMARY JUDGMENT WITHIN TWENTY (20) DAYS OF SERVICE OF THE SAME, OR A JUDGMENT MAY BE ENTERED AGAINST YOU. THE SAME IS HEREBY CERTIFIED TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE.



By: _____
Graig M. Schultz

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

MICHAEL and SHARON HARTMAN,

Complainants,

v.

PPL ELECTRIC UTILITIES CORP.,

Respondent.

No. C-2019-3008272

**RESPONDENT PPL ELECTRIC UTILITIES CORP.'S
MOTION FOR SUMMARY JUDGMENT**

Respondent PPL Electric Utilities Corp. (“Respondent”), by and through its counsel, Gross McGinley, LLP, hereby moves for judgment in its favor and against Complainants Michael and Sharon Hartman (collectively “Complainants”) as follows:

1. On or about March 1, 2019, Complainants filed a formal Complaint. A true and correct copy of the Complaint is attached hereto as **Exhibit “A.”**

2. On March 5, 2019, Respondent was served with the Complaint.

3. On or about March 25, 2019, Respondent filed its Answer to the Complaint.

Accordingly, the pleadings for this matter are now closed.

4. In the Complaint, Complainants allege that “PPL has violated the existing right of way agreement on [their] residential property, and has failed to compensate [them] for damage and removal of [their] property.” Compl. at ¶ 4. In addition, Complainants allege that “PPL has trespassed upon and damaged [their] private property.” *Id.*

5. In their prayer for relief, Complainants request that the Public Utility Commission (the “PUC” and/or “Commission”) order Respondent to purchase a new right of way agreement. *Id.* at ¶ 5. Further, Complainants request that the Commission order Respondent to “restore

[their] property to its original condition to include: (1) restoration of topsoil and landscaping stones and boulders removed from [their] property; (2) removal of stone road and foreign materials from [their] property; (3) installation of water runoff protection and soil erosion control measures; (4) replace vegetation to include native shrubs that were indiscriminately destroyed during construction; (5) restore pre-existing access logging roads that were destroyed; and (6) return property to original topography (natural slope).” *Id.*

6. Complainants are the current owners of the real property located at 1650 Primrose Lane, Dauphin, Pennsylvania (the “Property”).

7. There is no dispute that Respondent has an right of way to construct, maintain, reconstruct, repair its transmission lines with ingress and egress rights on the Property.

8. More specifically on February 22, 1950, Respondent entered into a right of way agreement with Edward and Thelma Fetterhoff pertaining to the Property (the “Right of Way Agreement”). A true and correct copy of the Right of Way Agreement is attached hereto as **Exhibit “B.”**

9. The Fetterhoffs were the prior owners of the Property, and the rights which they conveyed unto Respondent survived the conveyance of the Property to Complainants.

10. The Right of Way Agreement specifically states that Respondent has the right to “construct, operate, and maintain, and from time to time 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 woodland one hundred (100) feet cleared fifty (50) feet in width...including the right of

ingress and egress to and from the said lines at all times for any of the purposes aforesaid.” See generally the Right of Way Agreement.

11. Complainants in this action have requested that the Commission conclude that Respondent has violated the terms of the Right of Way Agreement; trespassed upon their property, and damaged their property. However, the Commission does not have jurisdiction to determine the scope and validity of an easement. Nor does the Commission have the jurisdiction to determine real property issues, such as trespass and damage to property.

12. For these reasons, and for the reasons set forth more fully in the accompanying Brief, which is incorporated herein by reference, Respondent is entitled to summary judgment, and the Complaint must be dismissed with prejudice.

WHEREFORE, Respondent respectfully request that the Commission grant the instant Motion, enter judgment in its favor, and dismiss Complainants’ Complaint with prejudice.

Dated: June 27, 2019

Respectfully submitted,



By: _____

Kimberly G. Krupka (I.D. No. 83071)
Graig M. Schultz (I.D. No. 207123)
GROSS MCGINLEY, LLP
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Attorneys for Respondent:
PPL Electric Utilities Corp.

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

<p>MICHAEL and SHARON HARTMAN,</p> <p style="text-align: center;">Complainants,</p> <p style="text-align: center;">v.</p> <p>PPL ELECTRIC UTILITIES CORP.,</p> <p style="text-align: center;">Respondent.</p>	<p>No. C-2019-3008272</p>
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**BRIEF IN SUPPORT OF RESPONDENT PPL ELECTRIC UTILITIES CORP.’S
MOTION FOR SUMMARY JUDGMENT**

Respondent PPL Electric Utilities Corp. (“Respondent”), by and through its counsel, Gross McGinley, LLP, hereby moves for judgment in its favor and against Complainants Michael and Sharon Hartman (collectively “Complainants”) as follows:

I. CONCISE STATEMENT OF THE CASE

On or about March 1, 2019, Complainants filed a formal Complaint. On March 5, 2019, Respondent was served with the Complaint. On or about March 25, 2019, Respondent filed its Answers to the Complaint. Accordingly, the pleadings for this matter are now closed.

In the Complaint, Complainants allege that “PPL has violated the existing right of way agreement on [their] residential property, and has failed to compensate [them] for damage and removal of [their] property.” Compl. at ¶ 4. In addition, Complainants allege that “PPL has trespassed upon and damages private property outside of the right of way.” *Id.*

In their prayer for relief, Complainants request that the Public Utility Commission (the “PUC” and/or “Commission”) order Respondent to purchase a new right of way agreement. *Id.* at ¶ 5. Further, Complainants request that the Commission order Respondent to “restore [their] property to its original condition to include: (1) restoration of topsoil and landscaping stones and

boulders removed from [their] property; (2) removal of stone road and foreign materials from [their] property; (3) installation of water runoff protection and soil erosion control measures; (4) replace vegetation to include native shrubs that were indiscriminately destroyed during construction; (5) restore pre-existing access logging roads that were destroyed; and (6) return property to original topography (natural slope).” *Id.*

II. STATEMENT OF QUESTIONS INVOLVED

Whether Respondent is entitled to judgment as a matter of law?

Suggested Answer: Yes.

III. ARGUMENT

A. Standard applicable to motions for summary judgment.

The Commission interprets Section 5.102(c) (governing motions for summary judgment) of its regulations in conformity with Rule 1035.1 of the Pennsylvania Rules of Civil Procedure. *United Transp. Union v. PA Pub. Util. Comm’n*, 68 A.3d 1026, 1033 (Pa. Cmwlth. 2013) (citing *S. River Power Partners, L.P. v. West Penn. Power Co.*, 696 A.2d 926 (Pa. Cmwlth. 1997)) (upholding PUC’s grant of summary judgment). Pursuant to the PUC’s Rules of Administrative Practice and Procedure, any party may move for summary judgment after the pleadings are closed. 52 Pa. Code § 5.102(a). Similar to the summary judgment standard under the Pennsylvania Rules of Civil Procedure, the presiding officer will grant a motion for summary judgment if the pleadings, depositions, answers to interrogatories, admissions and affidavits show that there is no genuine issue as to a material fact, and that the moving party is entitled to judgment as a matter of law. 52 Pa. Code § 5.102(d)(1); *Basile v. H & R Block, Inc.*, 761 A.2d 1115, 1118 (Pa. 2000) (citation omitted). A “material” fact, for summary judgment purposes, is one which affects the outcome of the case. *Gerrow v. Shincor Silicones, Inc.*, 756 A.2d 697, 699

(Pa. Super. 2000) (citation omitted). A dispute of fact is “genuine,” for summary judgment purposes, if the evidence is such that a reasonable fact-finder could return a verdict for non-moving party. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986) (citation omitted).

The “mission of the summary judgment procedure is to pierce the pleadings and to assess the proof in order to see whether there is a genuine need for a trial.” *Ertel v. Patriot-News Co.*, 674 A.2d 1038, 1042 (Pa. 1996) (quoting *Curran v. Phila. Newspapers, Inc.*, 439 A.2d 652 (Pa. 1981)). The summary judgment rule exists in Pennsylvania in order to dispense with a trial of some of the issues in a case where a party lacks the beginnings of evidence to establish or contest a material issue. *See id.*

In determining whether to grant a motion for summary judgment, the Commission must view the record in the light most favorable to the non-moving party, giving that party the benefit of reasonable inferences. *United Transp. Union*, 68 A.3d at 1033 (citing *Mertz v. Lakatos*, 381 A.2d 497 (Pa. Cmwlth. 1978)). Additionally, the burden rests squarely on the moving party to prove that no genuine issue of material fact exists. *Smitley v. Holiday Rambler Corp.*, 707 A.2d 520, 525 (Pa. Super. 1998). However, an adverse party is required to identify in the response to the summary judgment motion evidence in the record establishing the facts essential to cause the action or defense which the motion cites as not having been produced. *Eaddy v. Hamaty*, 694 A.2d 639, 643 (Pa. Super. 1997) (citation omitted). Namely, in order to withstand a motion for summary judgment, the non-moving party must adduce sufficient evidence on an issue essential to his case and on which he bears the burden of proof such that a jury could return a verdict in his favor. Failure to adduce this evidence establishes that there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. *Washington v. Baxter*, 719 A.2d 733, 737 (Pa. 1998) (quoting *Ertel*, 674 A.2d at 1042). Without evidence of facts that

would allow a plaintiff to make out a *prima facie* case, the cause of action must be dismissed. *Fazio v. Fegley Oil Co., Inc.*, 714 A.2d 510, 512 (Pa. Cmwlth. 1998).

B. The Commission does not have jurisdiction over Complainants' claims, and therefore, Respondent is entitled to judgment as a matter of law.

Complainants are the current owners of the real property located at 1650 Primrose Lane, Dauphin, Pennsylvania (the "Property"). There is no dispute that Respondent has an right of way to construct, maintain, reconstruct, repair its transmission lines with ingress and egress rights on the Property. More specifically on February 22, 1950, Respondent entered into a right of way agreement with Edward and Thelma Fetterhoff pertaining to the Property (the "Right of Way Agreement"). The Fetterhoffs were the prior owners of the Property, and the rights which they conveyed unto Respondent survived the conveyance of the Property to Complainants. The Right of Way Agreement specifically states that Respondent has the right to "construct, operate, and maintain, and from time to time 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 woodland one hundred (100) feet cleared fifty (50) feet in width...including the right of ingress and egress to and from the said lines at all times for any of the purposes aforesaid." *See generally* the Right of Way Agreement.

In their Complaint, and as noted above, Complainants allege that respondent has violated the terms of the Right of Way Agreement, trespassed on their property, and caused damage to their property. *See* Compl. at ¶ 4. However, the Commission does not have jurisdiction to determine the scope and validity of an easement. Nor does the Commission have the jurisdiction to determine real property issues, such as trespass and damage to property. Given this,

Respondent is entitled to judgment as a matter of law, and the Complaint must be dismissed with prejudice.

In order for the Commission to sustain a complaint, a public utility must be in violation of its duty under the Public Utility Code; 66 Pa.C.S.A. § 101 *et seq.*, the Commission's Regulations; 52 Pa. Code § 1.1 *et seq.*, or an Order of the Commission. Without such a violation by the public utility, the Commission does not have the authority to require any action by the public utility when acting on a customer's complaint. *W. Penn Power Co. v. PA Pub. Util. Comm'n*, 478 A.2d 947, 949 (Pa. Cmwlth. 1984). *See also* 52 Pa. Code § 5.22(a)(4), (A formal complaint shall set forth...[t]he act or thing done or omitted to be done or about to be done or omitted to be done by the respondent in violation, or claimed violation, of a statute which the Commission has jurisdiction to administer, or of a regulation or order of the Commission.).

With respect to complaints filed with the Commission, the Commission must act within, and cannot exceed, its jurisdiction. *City of Pittsburgh v. PA Pub. Util. Comm'n*, 43 A.2d 348, 350 (Pa. Super. 1945). Jurisdiction may not be conferred by the parties where none exists. *Roberts v. Martorano*, 235 A.2d 602, 604 (Pa. 1967). Neither silence nor agreement of the parties will confer jurisdiction where it otherwise would not exist, *Com. v. VanBuskirk*, 449 A.2d 621, 622 n.1 (Pa. Super. 1982) (citation omitted), nor can jurisdiction be obtained by waiver or estoppel. *In Re Borough Of Valley-Hi*, 420 A.2d 15, 17 (Pa. Cmwlth. 1980). Subject matter jurisdiction is a prerequisite to the exercise of the power to decide a controversy. *Hughes v. PA State Police*, 619 A.2d 390, 393 (Pa. Cmwlth. 1992), *alloc. den.*, 637 A.2d 293 (1993) ("whenever a court discovers that it lacks jurisdiction over the subject matter or the cause of action **it is compelled to dismiss the matter under all circumstances**") (emphasis in original). The mere fact that a party to an action qualifies as a regulated public utility does not confer

subject matter jurisdiction on the Commission. *See DeFrancesco v. Western PA Water Co.*, 453 A.2d 595, 597 n.5 (Pa. 1982) (“It is not to magic words, but to the essence of the underlying claims, we look in determining where jurisdiction properly lies.”).

As a creature of statute, the Commission has only those powers which are expressly conferred upon it by the legislature and those powers which arise by necessary implication. *Feingold v. Bell of PA*, 383 A.2d 791, 794 (Pa. 1977) (citations omitted). **More importantly, the Commission does not have jurisdiction to determine the scope and validity of an easement.** *Triple Crown Corp. v. PP&L, Inc.*, 94 Pa. P.U.C. 300, 2000 WL 1409662 (Pa. P.U.C. 2000) (citing *Fairview Water Co. v. PA Pub. Util. Comm’n*, 502 A.2d 162, 167 (Pa. 1985)) (emphasis added). **The basic right of an easement holder to have and use its easement is a thing beyond the power of the Commission to decide.** *Id.* (citing *Rogoff v. Buncher Co.*, 151 A.2d 83, 88 (Pa. 1959) and *Hoch v. Phila. Elec. Co.*, 492 A.2d 27, 32 (Pa. Super. 1985)) (emphasis added). Likewise, the Commission does not have jurisdiction to decide private disputes between citizens and a public utility. *Allport Water Auth. v. Winburne Water Co.*, 393 A.2d 673, 675 (Pa. Super. 1978) (citation omitted). The Commission’s duty is to determine the public interest, it has no jurisdiction to adjudicate purely private fights. *Reading & Sw. St. Ry. v. PA Pub. Util. Comm’n*, 77 A.2d 102, 104 (Pa. Super. 1950) (citation omitted). **Further to this point, this Commission is not the proper forum to resolve a controversy which will determine property rights, as that is a matter for a court of general jurisdiction.** *See, e.g., Shedlosky v. PA Elec. Co.*, No. C-20066937, 2008 WL 8014593, at *3 (Pa. P.U.C. May 28, 2008) (citing *Anne E. Perrige v. Metropolitan Edison Co.*, C-00004110 (July 11, 2003)) (holding that, in a dispute regarding the location of a right-of-way, the Commission had no jurisdiction to interpret the meaning of the written right-of-way) (emphasis added). *See id.* (citing *Fiorello v. PECO*

Energy Co., Docket No. C-00971088 (September 15, 1999)) (**where the Commission stated that real property issues, such as trespass and whether or not utility facilities are located pursuant to valid easements or rights-of-way, are within the exclusive jurisdiction of the Courts of Common Pleas of the Commonwealth**) (emphasis added).

Moreover, in *Chervenitski v. PPL Elec. Util. Corp.*, No. C-2014-2423862, 2014 WL 3555466, at *5 (July 1, 2014) the Commission stated as follows: “**PPL points out that the Commission itself has determined that it is not the proper forum for resolving property rights controversies, and that statement is correct. The interpretation of legal instruments related to property rights, such as those granting easements and rights-of-way, are a matter for a court of general jurisdiction. *Fiorello*, [supra] (the Commission found a valid right-of-way and the interpretation of that agreement was held to be a substantive property rights issues within the court of common pleas’ jurisdiction); *Lou Amati/Amati Service Station v. West Penn Power Co. and Bell Atlantic-Pennsylvania, Inc.*, Docket C-00945872, (Order entered October 25, 1996) (the Commission does not have subject matter jurisdiction over questions of trespass and the scope and validity of a utility’s right-of-way); *Edward Boczar v. PPL Electric Utilities Corporation*, Docket No. C-20016332 (Order entered February 10, 2003) (the Commission does not have jurisdiction to determine if utility’s facilities are situated within a valid right-of-way; such matters are within the exclusive jurisdiction of the Court of Common Pleas); *Anne E. Perrige*, [supra] (the Commission does not have jurisdiction to determine the true location of the utility’s right-of-way); *Stefanoski v. Pennsylvania-American Water Co.*, Docket No. C-20078219 (Order entered September 22, 2008) (The commission does not have jurisdiction to interpret a right-of-way).” (emphasis added).**

By asking the Commission to conclude that Respondent has violated the terms of the Right of Way Agreement, trespassed upon their property, and damaged their property, Complainants are specifically asking the Commission to invoke jurisdiction which it does not possess. The aforementioned case law makes it abundantly clear that the Commission cannot interpret the Right of Way Agreement pertaining to Respondent's easement on the Property, and cannot resolve alleged real property disputes between Complainants and Respondent. The Commission, on numerous prior occasions, has previously ruled that it cannot exercise jurisdiction over these issues, and that these issues must only be brought forth in the Courts of Common Pleas of the Commonwealth. Given this, the Commission cannot exercise jurisdiction over the claims put forth by Complainants in the Complaint. As such, no genuine issue of material fact exists, and Respondent is entitled to judgment as a matter of law. Consequently, the Complaint must be dismissed, and judgment must be entered in favor of Respondent. *See, e.g., Chervenitski*, 2014 WL 3555466, at *6 (dismissing the complaint and holding that the Commission will not interpret a right of way agreement nor will it adjudicate property rights between parties).

IV. CONCLUSION

For all of the foregoing reasons, Respondent respectfully request that the Commission grant the instant motion, enter judgment in its favor, and dismiss Complainants' Complaint with prejudice.

Dated: June 27, 2019

Respectfully submitted,



By: _____

Kimberly G. Krupka (I.D. No. 83071)
Graig M. Schultz (I.D. No. 207123)
GROSS McGINLEY, LLP
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Attorneys for Respondent:
PPL Electric Utilities Corp.

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

MICHAEL and SHARON HARTMAN,

Complainants,

v.

PPL ELECTRIC UTILITIES CORP.,

Respondent.

No. C-2019-3008272

[PROPOSED] ORDER

AND NOW, this _____ day of _____, 2019, upon consideration of Respondent PPL Electric Utilities Corp.'s Motion for Summary Judgment, and any response thereto, it is hereby **ORDERED** that Respondent's Motion is **GRANTED**.

IT IS FURTHER ORDERED that Complainant's Complaint is dismissed with prejudice.

Andrew M. Calvelli
Administrative Law Judge

PENNSYLVANIA PUBLIC UTILITY COMMISSION

MICHAEL and SHARON HARTMAN,

Complainant,

vs.

PPL ELECTRIC UTILITIES CORPORATION,

Respondent.

COMPLAINT DOCKET

NO. C-2019-3008272

CERTIFICATE OF SERVICE

This is to certify that the RESPONDENT PPL ELECTRIC UTILITIES CORP.'S MOTION FOR SUMMARY JUDGMENT, with supporting BRIEF and PROPOSED ORDER, on behalf of PPL ELECTRIC UTILITIES CORPORATION were forwarded to counsel/complainant of record on behalf of Respondents by first class United States mail postage, and via E-mail, on this the 27th day of June, 2019:

MICHAEL AND SHARON HARTMAN
1650 PRIMROSE LANE
DAUPHIN, PA 17018
E-mail: angelgah@comcast.net

Respectfully submitted,



By: _____

Kimberly G. Krupka (I.D. No. 83071)
Graig M. Schultz (I.D. No. 207123)
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gschultz@grossmcginley.com

Attorneys for Respondent:
PPL Electric Utilities Corp.

EXHIBIT “A”

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Formal Complaint

Filing this form begins a legal proceeding and you will be a party to the case.
If you do not wish to be a party to the case, consider filing an Informal complaint.

To complete this form, please type or print legibly in ink.

1. Customer (Complainant) Information

Provide your name, mailing address, county, telephone number(s), e-mail address and utility account number. It is your responsibility to update the Commission with any changes to your address and to where you want documents mailed to you.

Name Michael and Sharon Hartman

Street/P.O. Box 1650 Primrose Lane Apt # _____

City Dauphin State PA Zip 17018

County Dauphin

Telephone Number(s) Where We Can Contact You During the Day:

(717) 921-8708 (home) (717) 315-9473 (mobile)

E-mail Address (optional): angelgah@comcast.net

Utility Account Number (from your bill) 02831-38009

If your complaint involves utility service provided to a different address or in a different name than your mailing address, please list this information below.

Name _____

Street/P.O. Box _____

City _____ State _____ Zip _____

2. Name of Utility or Company (Respondent)

Provide the full name of the utility or company about which you are complaining. The name of your utility or company is on your bill.

PPL

RECEIVED

MAR 01 2019

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

3. **Type of Utility Service**

Check the box listing the type of utility service that is the subject of your complaint (check only one):

- ELECTRIC WASTEWATER/SEWER
 GAS TELEPHONE/TELECOMMUNICATIONS (local, long distance)
 WATER MOTOR CARRIER (e.g. taxi, moving company, limousine)
 STEAM HEAT

4. **Reason for Complaint**

What kind of problem are you having with the utility or company? Check all boxes below that apply and state the reason for your complaint. Explain specifically what you believe the utility or company has done wrong. Provide relevant details including dates, times and places and any other information that may be important. If the complaint is about billing, tell us the amount you believe is not correct. Use additional paper if you need more space. Your complaint may be dismissed without a hearing if you do not provide specific information.

- The utility is threatening to shut off my service or has already shut off my service.
- I would like a payment agreement.
- Incorrect charges are on my bill. Provide dates that are important and an explanation about any amounts or charges that you believe are not correct. Attach a copy of the bill(s) in question if you have it/them.
- I am having a reliability, safety or quality problem with my utility service. Explain the problem, including dates, times or places and any other relevant details that may be important.
- Other (explain).

PPL has violated the existing right of way Agreement on our residential property, and has failed to compensate us for damage and removal of our property. Furthermore PPL has trespassed upon and damaged private property outside the right of way.

Note: If your complaint is only about removing or modifying a municipal lien filed by the City of Philadelphia, the Public Utility Commission (PUC) cannot address it. Only local courts in Philadelphia County can address this type of complaint. The PUC can address a complaint about service or incorrect billing even if that amount is subject to a lien.

In addition, the PUC generally does not handle complaints about cell phone or Internet service, but may be able to resolve a dispute regarding voice communications over the Internet (including the inability to make voice 911/E911 emergency calls) or concerns about high-speed access to Internet service.

5. Requested Relief

How do you want your complaint to be resolved? Explain what you want the PUC to order the utility or company to do. Use additional paper if you need more space.

PPL should be ordered to purchase a new right of way agreement. PPL has violated the existing ROW.
PPL should be ordered to restore our property to its original condition to include:
Restoration of topsoil and landscaping stones and boulders removed from our property.
Removal of stone road and foreign materials from our property
Installation of water runoff protection and soil erosion control measures.
Replace vegetation to include native shrubs that were indiscriminately destroyed during construction
Restore pre-existing access logging roads that were destroyed.
Return property to original topography (natural slope)

Note: The PUC can decide that a customer was not billed correctly and can order billing refunds. The PUC can also fine a utility or company for not following rules and can order a utility or company to correct a problem with your service. Under state law, the PUC cannot decide whether a utility or company should pay customers for loss or damages. Damage claims may be sought in an appropriate civil court.

6. **Protection From Abuse (PFA)**

Has a court granted a "Protection From Abuse" order that is currently in effect for your personal safety or welfare? The PUC needs this information to properly process your complaint so that your identity is not made public.

Note: You must answer this question if your complaint is against a natural gas distribution utility, an electric distribution utility or a water distribution utility AND your complaint is about a problem involving billing, a request to receive service, a security deposit request, termination of service or a request for a payment agreement.

Has a court granted a "Protection From Abuse" order for your personal safety or welfare?

YES

NO

If your answer to the above question is "yes," attach a copy of the current Protection From Abuse order to this Formal Complaint form.

7. **Prior Utility Contact**

a. Is this an appeal from a decision of the PUC's Bureau of Consumer Services (BCS)?

YES

NO

Note: If you answered yes, move to Section 8. No further contact with the utility or company is required. If you answered no, answer the question in Section 7 b. and answer the question in Section 7 c. if relevant.

b. If this is not an appeal from a BCS decision, have you spoken to a utility or company representative about this complaint?

YES

NO

Note: You must contact the utility first if (1) you are a residential customer, (2) your complaint is against a natural gas distribution utility, an electric distribution utility or a water utility AND (3) your complaint is about a billing problem, a service problem, a termination of service problem, or a request for a payment agreement.

c. If you tried to speak to a utility company representative about your complaint but were not able to do so, please explain why.

*I did speak to a PPL representative.
Kimberly Nettles, Senior Right of Way Specialist.
Knettles@pplweb.com (717) 560-2484*

Note: Even if you are not required to contact the utility or company, you should always try to speak to a utility or company representative about your problem before you file a Formal Complaint with the PUC.

8. Legal Representation

If you are filing a Formal Complaint as an individual on your own behalf, you are not required to have a lawyer. You may represent yourself at the hearing.

If you are already represented by a lawyer in this matter, provide your lawyer's name, address, telephone number, and e-mail address, if known. Please make sure your lawyer is aware of your complaint. If represented by a lawyer, both you and your lawyer must be present at your hearing.

Lawyer's Name _____

Street/P.O. Box _____

City _____ State _____ Zip _____

Area Code/Phone Number _____

E-mail Address (if known) _____

Note: Corporations, associations, partnerships, limited liability companies and political subdivisions are required to have a lawyer represent them at a hearing and to file any motions, answers, briefs or other legal pleadings.

9. Verification and Signature

You must sign your complaint. Individuals filing a Formal Complaint **must** print or type their name on the line provided in the verification paragraph below and **must** sign and date this form in **ink**. If you do not sign the Formal Complaint, the PUC **will not accept it**.

Verification:

I, Michael and Sharon Hartman, hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief) and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

Michael Hartman Sharon Hartman
 (Signature of Complainant)

1/20/2019
 (Date)

Title of authorized employee or officer (only applicable to corporations, associations, partnerships, limited liability companies or political subdivisions)

Note: If the Complainant is a corporation, association, partnership, limited liability company or political subdivision, the verification **must** be signed by an authorized officer or authorized employee. If the Formal Complaint is **not signed** by one of these individuals, the PUC **will not accept it**.

10. Two Ways to File Your Formal Complaint

Electronically. You must create an account on the PUC's eFiling system, which may be accessed at <http://www.puc.pa.gov/efiling/default.aspx>.

Note: If you are appealing your Bureau of Consumer Services (BCS) decision, you must file your formal complaint by mail.

Mail. Mail the completed form with your original signature and any attachments, by certified mail, first class mail, or overnight delivery to this address:

**Secretary
 Pennsylvania Public Utility Commission
 400 North Street
 Harrisburg, Pennsylvania 17120**

Note: Formal Complaints sent by fax or e-mail will **not** be accepted.

If you have any questions about filling out this form, please contact the Secretary's Bureau at 717-772-7777.

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Keep a copy of your Formal Complaint for your records.

MAR 01 2019

PA PUBLIC UTILITY COMMISSION
 SECRETARY'S BUREAU

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Basis for Formal PUC Complaint vs. PPL:

Michael and Sharon Hartman, 1650 Primrose Lane, Dauphin, PA 17018 vs. PPL

PPL has violated the terms and spirit of a Right of Way agreement PPL purchased during 1950 from the original owners of pristine mountain property overlooking Clarks Creek in Middle Paxton Township, Dauphin County. Exhibit 1

Beginning on or about November 27, 2018, without notice to your complainant, PPL indiscriminately destroyed existing topography and habitat to construct a hard as concrete stone access road that significantly exceeded the access road approved by the Dauphin County Conservation District (DCCD), and PPL's apparent construction needs. Your attention is invited to Exhibit 2, a December 19, 2018 DCCD letter which reported that PPL was found "out of compliance with Chapter 102 Erosion Control Rules and Regulations. The water runoff from the road and other disturbed areas threatens your complainant's residence (basement flooding) and access to our remaining property.

PPL, without notice or authorization, graded and constructed a portion of the foreign material roadway on your complainant's private property beyond the border of the right of way. Your complainant repeatedly invited PPL Senior Right of Way Specialist Kimberly Nettles to visit the property to observe PPL's unauthorized trespass and construction damage that clearly occurred beyond PPL temporary markers which defined the 100' border. After agreeing to meet, Nettles abruptly advised your complainant that she was transferred and that her replacement would contact your complainant to reschedule. Nettles' replacement never contacted your complainant, and PPL surreptitiously removed the temporary marker that best defined the trespass activity.

PPL indiscriminately altered the landscape to install platforms and poles that in no way resemble the pre-existing powerline. In so doing, PPL destroyed the natural slope and integrity of the property, and obliterated your complainant's access to portions of your complainant's property that in no way was envisioned or authorized by the original right of way agreement. During the first 69 years of the right of way, PPL did not alter the right of way topography or slope, and PPL did not install a permanent access road, or apply foreign materials to the right of way surface.

PPL, without notice or authorization, indiscriminately destroyed vegetation developed by the landowner with great care and expense. PPL made no effort to preserve topsoil for its promised remediation effort in the spring of 2019.

PPL, without notice or authorization, removed topsoil and valuable landscaping rocks and used same to construct the afore-described platforms. During the process, akin to theft, PPL moved valuable material from your complainant's property to a neighboring property for PPL's financial enrichment.

Throughout this process, PPL has failed to afford your complainant's the same consideration, notice and courtesy afforded to neighboring landowners to include the Federal Government. In fact, PPL has taken measures to protect the integrity of the property of all other neighboring landowners, and offered, and paid, financial compensation, to each.

PPL, by making these payments and accommodations, recognized that the newly constructed powerline exceeded the terms and conditions of the original right of way agreement.

PPL falsely told your complainant's that they made financial payments to your complainant's neighbors to the south to modify their original right of way agreement from 50 feet to 100 feet. Your complainant learned, however, that PPL already possessed a 100 feet right of way on the neighbors' properties pursuant to a 1990 agreement with the Developer and then owner, Raymond Stanley Miller. Your attention is invited to Exhibit A of Exhibit 3, a June 19, 1990 agreement between PPL and Raymond Stanley Miller. The 100 feet right of way was further documented in multiple Cottonwood subdivision plans filed in Dauphin County. Exhibit 4

A neighbor advised your complainant that PPL re-negotiated their right of way agreement in a manner inconsistent with PPL's 50' to 100' explanation. Instead, the neighbor and PPL negotiated the new right of way agreement and compensation with the neighbor believing that PPL already possessed a 100' easement.

On January 18, 2019, your complainant asked a PPL Senior Right of Way Specialist, Kimberly Nettles, to document, in writing, the basis for PPL's payments to our neighbors. Nettles agreed. Two weeks later, after your complainant reminded Nettles of her unfulfilled promise, Nettles told your complainant that the "basis" was known only by PPL's Acquisition Team, and the Acquisition Team had no intention of sharing that information.

PPL only accessed two of the six compensated residential properties during construction of the new powerline. Again, PPL's offer and payment of compensation to non-impacted property owners reflects PPL's recognition that the new construction violated the terms of the original right of way agreement.

Throughout the construction, PPL ignored multiple oral and written requests to identify the contractors and subcontractors that trespassed upon and damaged portions of your complainant's property on and off of the right of way.

PPL has likewise ignored your complainant's request to determine if the new powerline resulted in the transmission of power (voltage) at greater volume than the predecessor powerline; a threat to your complainant's family and value of your complainant's property.

Background

During 1950, PPL acquired the ROW for \$500. Exhibit 1

For the past 69 years, PPL has:

- **Indiscriminately sprayed herbicides on the powerline and exterminated native flowers and shrubs to include dogwoods, mountain laurel, wild blueberries and azaleas.**
- **Failed to control erosion of topsoil and sediment that has found its way into Clarks Creek and other Chesapeake Bay waters.**
- **Cut trees off the ROW, including seedlings planted by your complainant, that did not present an existing, or near term, threat to the powerline.**

During 1999, your complainant acquired a 20 acre mountainside parcel from then owner, developer and builder, Raymond Stanley Miller (Miller). Miller acquired the farm from the Fetterhoff estate. PPL acquired the original right of way from Mr. and Mrs. Edward Fetterhoff.

We built our dream and planned retirement home during 2000. Our property is an outdoor haven for our 2 children, 5 grandchildren and several grand-nieces and nephews.

We have planted thousands of evergreen seedlings, flowering and fruit bearing shrubs and trees, and seeded and limed right of way soil in order to:

- **Protect the environment and prevent erosion**
- **Benefit wildlife**
- **Promote a pleasant looking and natural landscape**

DHARP Project

During the fall of 2017, the Hartman's learned that PPL made "payments" to a number of our Primrose Lane neighbors in anticipation of replacing the existing structures on the powerline.

PPL did not contact us, or proactively furnish us notice of PPL's plans for our property.

We contacted PPL and spoke to a gentleman identified as PPL's Lead Right of Way Agent, a contractor named Jonathan Scott. Jonathan.Scott@contractlandstaff.com, telephone number (817) 975-7099.

Mr. Scott and your complainant spoke telephonically during November 2017, exchanged emails, excerpt below, and eventually met at our property during March 2018.

Mr. Scott acknowledged that each Primrose and Linden Lane resident below and south of our property above Route 325, Clarks Valley Road, was compensated; reportedly to extend the PPL Right of Way from 50 to 100 feet.

It should be noted that PPL does not appear to need a 100' right of way along Primrose and Linden Lanes. PPL has not removed any trees from the 100' right of way incident to the December 2018 construction of the new powerline, and did not access or modify, in any way, 4 of the 6 compensated properties.

Again, with the exception of one property where a new pole was placed, PPL has not driven over or otherwise disturbed ground or sod on any of the properties that were afforded compensation and new right of way agreements.

Mr. Scott told me that PPL did not intend to compensate us for the new powerline because PPL already had a 100' ROW across our property. We now know that PPL already likewise had a 100' ROW across our neighbor's property.

Based on Mr. Scott's description of the project, I believed that the impact to our property would be minimal. At worst, an existing washed out PPL access road would be graded and improved. Mr. Scott offered no hint of the disturbance and destruction that PPL planned. Not to mention the permanent threat of erosion, water runoff, and the unsightly barren landscape of a permanent stone and foreign material roadway.

Mr. Scott estimated that the project would be completed during August 2018.

My November 2017 email that requested greater detail, excerpt below, was never honored.

From: Hartman, Michael C
Sent: Wednesday, November 22, 2017 12:14 PM
To: 'Jonathan Scott'
Cc: Mike Hartman
Subject: RE: PPL - DHARP - Original Easement - Mike Hartman

Thank you Jonathan.

Please send me a detailed description of PPL's proposal to replace the current poles and lines on and over my property, and the necessity for such changes.

Please describe and differentiate the current and replacement poles/towers, lines and the volume and power of the electricity that passes through the lines.

Please notify me several weeks prior to the construction.

Please later advise me of the actual construction dates.

I wish to have an opportunity to discuss the past and present unwarranted damage to my property and the Clarks Creek watershed.

The erosion, spray, and deforestation, including permanent damage to the soil, has devalued my property and harmed the environment.

Sincerely yours,

Michael Hartman

(717) 315-9473

We never heard from Mr. Scott, or PPL, again, until November 27, 2018, when I returned home to witness a large drilling rig on the ROW adjacent to our property.

I approached the contractor and reported my disappointment that PPL chose to takeover and disrupt our property during the two week deer season. Our grandchildren and grand-nephews use tree-stands adjacent to the powerline on our property throughout the two week season.

The contractor advised that PPL's anticipated completion date was December 19, 2018, and that PPL was working on our property at this time due to concessions to our neighbor to the north; the Federal Government/Appalachian Trail.

I contacted the Project Manager, Mike Bush, (352) 361-6147, to further express my disappointment and relay the impact on our family. Mr. Bush told me that he recognized the importance of deer season, particularly the coming Saturday. Mr. Bush told me that PPL would not work on my property on Saturday, December 1st, in recognition of the important hunting date.

PPL, however, broke that promise and disrupted my property and surrounding area from sun-up to sun-down on December 1st. When confronted, Mr. Bush told me that the Appalachian Trail authorities denied PPL access, and PPL chose to disrupt my property, instead.

PPL Disruption, Disfigurement and Removal of our property

A lost deer season, however, proved to be the least of our losses.

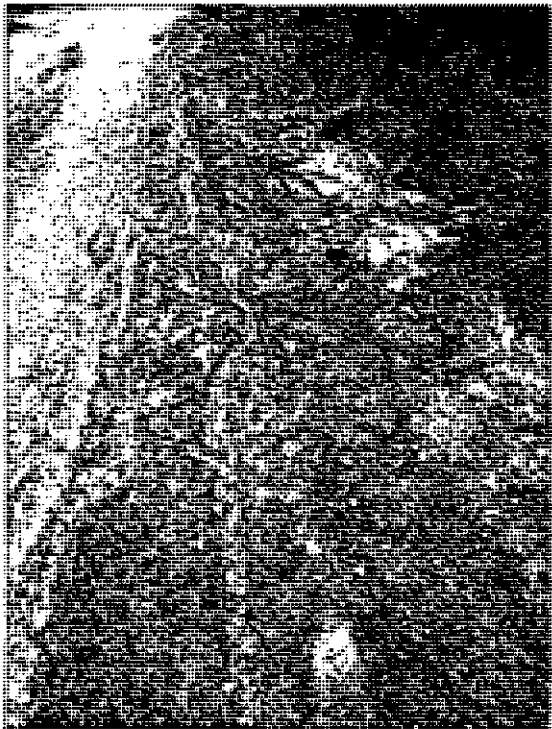
PPL, without notice or authorization, either from us or the Dauphin County Conservation District (DCCD), constructed an 18', on average, wide roadway on and off my property to scale the mountain. DCCD reportedly authorized a 15' roadway. The roadway exceeds 20', at places.

Not only did PPL construct a roadway, they constructed the equivalent of a two lane rolled stone, as hard as concrete, highway. The roadway and berm, note the large stones on the below photographs, are not only unsightly and permanently destroy vegetation, but are dangerous and promote uncontrolled water runoff.



A DCCD official told me that PPL was permitted to construct a 15' roadway, and that the stone had to be removed post construction. A PPL contractor, Mike Bush, told me that the road would remain intact post construction. DCCD later advised that PPL only was required to remove the stone road post construction on Federal land. Another concession denied us. We were never offered the courtesy of notice or appeal. The road will not doubt erode over time, and will not only be unsightly, but un navigable.

The next photos depict water run-off, erosion and deterioration following a modest rain:



The next photo depicts water run-off from roadway onto wooded property directly above our residence following a modest rain:



During the construction, PPL indiscriminately graded and moved soil and rocks, suitable for landscaping, from my land, and deposited same on my neighbor's side of the ROW to construct large platforms for the new poles.

One of the rocks, a property landmark, was large enough to be evident on google earth photos. The rock, and landmark, is gone; likely buried on my neighbor's property.

The next photo depicts the former site of the landmark rock and new roadway which greatly exceeds the authorized 15' width. PPL could have left the rock where it was, or moved it to the left for our continued enjoyment.



PPL disturbed seeded grassy areas on and off the ROW and made no effort to reclaim or remediate the damage. Note decapitated Spruce tree and tread marks 8 feet off ROW. PPL's decision to alter the topography (slope) during December guaranteed at least 4 months of erosion, and loss of use, prior to any spring 2019 remediation.



PPL indiscriminately graded earth and stone off the ROW onto our land, and extended PPL's stone driveway off the ROW. Note orange ribbon, the ROW boundary, on the top right quadrant of the photo.



View of road graded off ROW from the North:



PPL haphazardly deposited rocks from the ROW off the ROW onto our posted property. In so doing, PPL destroyed seedlings, damaged trees and impeded access to and from our property.



PPL obliterated an existing logging road that connected our property to our neighbor, and constructed "high walls" that further impede access to and from our property. This new configuration prohibits any reasonable opportunity to remove logs from our property.





Note rocks which obstruct our original access lane to our property. PPL promised to remediate next spring with no consideration of our current needs.



PPL installed new poles that in no-way resemble, in diameter, height, appearance and material content, the existing poles.

PPL constructed an access road that greatly exceeded the roadway approved by the Dauphin County Conservation District.

The construction and permanent nature of the newly constructed PPL access road far exceeded the environmental and aesthetic impact of the original ROW.

PPL has destroyed a large percentage of the existing vegetation, and has moved earth and stone to establish large formations that surround the poles and forever alter our landscape.

Simply put, PPL has violated the spirit and terms of the original ROW agreement in order to construct a new powerline.

PPL transformed our property without notice, consideration or consequence. In so doing, PPL permanently disfigured our property, and adversely impacted our right to use and enjoy our property.

My wife and I have invested a great deal of time and money to improve the landscape on the ROW for future generations.

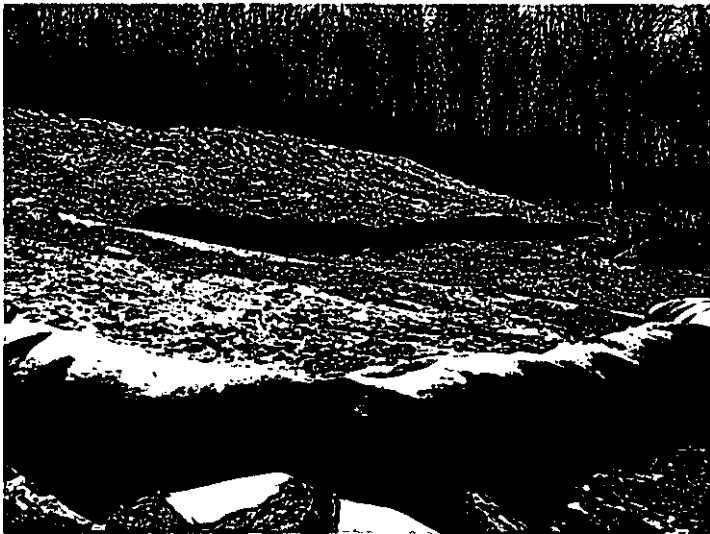
PPL destroyed it, forever, in the past two months.

The below before and after photographs represent a fraction of the devastation.

Before:



After:



Compare complete destruction of my property vs. PPL accommodations to the Appalachian Trail area, depicted below. Note that PPL took care and did not disturb the existing grade, and covered all roadways with soil and mulch.



Please Note a sample of the litter left behind by PPL contractors on our property, not to mention stone vs. mulch cover:



Despite our repeated requests, PPL has failed to identify the contractors and subcontractors that have worked on our property, and are responsible for the indiscriminate disfigurement of our property, and unauthorized removal of property.

**Michael and Sharon Hartman
1650 Primrose Lane
Dauphin, PA 17018**

**angelgah@comcast.net
Home: (717) 921-8708
Cell: (717) 315-9473
Work: (717) 257-2327**

PP&L Form 100

SUNBURY - HUMMELSTOWN 132 KV LINE

Know all Men by these Presents, That We, Edward C. Fetterhoff
and Thelma J. Fetterhoff, his wife, of Dauphin Co. P.D.#1

in consideration of the sum of One Dollar (\$1.00) to us 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 us when the rights hereby granted are exercised by the said Company, do hereby, for

ourselves 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 suc-
cessors, assigns and lessees, upon, across, over, under and along a strip of land cleared 50 feet in width,

said strip being a part of the property which we own, or in which we have any
interest in the zoning of middle Pastor County of
Dauphin 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 us 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 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 con-
struct, 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.

Any damage to crop grain or fences from
construction or maintenance to be paid for by the
Electric Company, at a fair market value

Witness our hands and seal this 2nd day of February 1952
Signed, sealed and delivered in the presence of:

A. C. Lamson

Edward C. Fetterhoff (SEAL)
Thelma J. Fetterhoff (SEAL)

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RECORDS OFFICE
NOV 13 10 21 AM '50

GRID # 23262 (S) 39289
PP&L CO. - CORPORATE FILES

In Plan & Plan Book
page 27

Received October 31, 1952, of PENNSYLVANIA POWER & LIGHT COMPANY the sum of
Five Hundred (500.00) Dollars,
in full payment of the further consideration above mentioned.

Thelma J. Fetterhoff

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MAR 01 2019

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

VOL 6 PAGE 557

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Dauphin

SS:

On this 20th day of February 1950, before me, a Notary Public for the Commonwealth aforesaid, commissioned for and residing in the City of Allentown

County of Lehigh, came the above named Edward C. Fitts and acknowledged

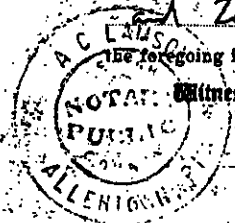
the foregoing instrument to be their act and deed, and desired the same to be recorded as such.

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

A. C. Lamon

Notary Public

My commission expires Feb. 25, 1953.



COMMONWEALTH OF PENNSYLVANIA

SS:

of _____ 19____, before me, a Notary Public for the Commonwealth aforesaid, commissioned for and residing in the _____ 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

SS:

COUNTY OF _____

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 Dauphin County, Pa.

in Book 8-6 Page 506, etc. WITNESS my hand and seal of Office this 15th day of Nov. 1950.

Maurice J. Anderson
Recorder

W.B. - H-2 - P-397.
W.B. - C-2 - P-345
Geo. S. Spangler died 6/6/49
Intestate
James S. Cochran &
Spangler, successors only
him

DB - A-4 - P-254
DB - L-3 - P-99
74A-756
15A-108P

LB-35731-0

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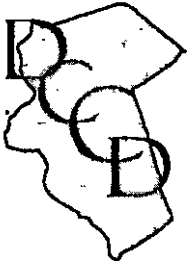
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LB-35731-0



DAUPHIN COUNTY CONSERVATION DISTRICT

1451 PETERS MOUNTAIN ROAD

DAUPHIN, PA 17018-9504

PHONE: 717-921-8100

LOCATED AT THE DAUPHIN COUNTY AGRICULTURAL AND NATURAL
RESOURCES CENTER, ROUTE 225, TWO MILES NORTH OF DAUPHIN

www.dauphined.org

December 19, 2018

Michael Hartman
1650 Primrose Lane
Dauphin, PA 17018

RE: COMPLAINT
PPL Halifax-Dauphin 69kV
Middle Paxton and Halifax Townships
Dauphin County

Dear Mr. Hartman:

The Dauphin County Conservation District has completed an assessment of the complaint concerning erosion & sediment problems which you referred to this office on December 11, 2018.

We have determined that this problem does fall under the jurisdiction of the Chapter 102, Erosion Control Rules and Regulations. The site was found to be out of compliance with Chapter 102 Erosion Control Rules and Regulation. The Conservation District conducted an inspection of the site on December 18, 2018. Our office will continue to monitor the site to see that site compliance is achieved.

Please contact our office if you have any questions regarding this matter. Thank you for your interest in our program.

Sincerely,

Matthew Williard
Resource Conservationist

MPW/bgw

pc: File

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU



Pennsylvania Power & Light Company

1005 Brookside Road • Allentown, PA 18106-8494
215 / 398-5009

PP&L CO. - CORPORATE FILES
GRID # 23262
39289

Distribution Department

June 19, 1990
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Mr. Raymond Stanley Miller
840 Clarks Valley Road
Dauphin, PA 17018

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Dear Sir:

In accordance with your request, Pennsylvania Power & Light Company (PP&L), insofar as it has the right so to do, grants you permission to construct a road, as shown on sketch marked "Exhibit A" attached hereto and made a part hereof, within, upon and along a portion of PP&L's Sunbury-Dauphin 69 kv line right of way located in Middle Paxton Township, Dauphin County, Pennsylvania.

The Sunbury-Dauphin 69 kv line right of way which you plan to use was obtained by PP&L from Edward C. Fetterhoff and Thelma J. Fetterhoff, his wife, by agreement dated February 22, 1950.

This permission is hereby granted providing the following conditions are accepted by you:

1. The installation of the aforesaid facilities shall be subject to approval of and in compliance with the requirements of any municipal, state or other governmental agencies.
2. The proposed grading plan, as shown on "Exhibit B" does not present an infringement on PP&L's required clearances. Should the grading plan be revised, PP&L requests that you submit revised drawings for review.
3. No blasting is to be done on or within our right of way without prior notification. If blasting is required, our Harrisburg Division Operating Manager should be notified at least 48 hours in advance, so that any necessary precautions may be taken to avoid damage to our line and interruption of service to our customers.
4. Any cranes or other equipment which may be used in close proximity to our electric lines for the installation of the aforesaid roadway must be operated in a manner which will avoid contacts 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 Law and its regulations in effect or proposed as of the date of this agreement.
5. PP&L shall be relieved of all responsibility for environmental problems resulting from your construction on or use of PP&L's right of way and any such problems that would occur due to said construction or use shall be resolved without expense to PP&L and with the approval of and to the satisfaction of all appropriate local, state and federal government agencies, without expense to PP&L, provided that PP&L has not acted in any negligent or irresponsible matter.

RECEIVED
JUN 19 1990
CORPORATE FILES

6. PP&L shall have the right of ingress, egress, and regress over said right of way and the right to restrict parking if necessary for the maintenance of its facilities now constructed or to be constructed on said right of way.
7. PP&L reserves the right to reconstruct and/or rebuild the lines at any time in the future.
8. You hereby release, quitclaim, discharge and agree to indemnify and save harmless PP&L from any and all damages or losses sustained by you, through the use of PP&L's equipment, trucks, etc., which may be operated over said roadway or otherwise resulting from PP&L's lawful use of its right of way except where PP&L has acted in a negligent manner.
9. You hereby release, quitclaim, discharge and agree to indemnify and save harmless PP&L, its officers, agents, employees, successors and assigns of and from any and all suits, claims, demands, actions, damages or claims for damages arising from the loss of life and/or injury or damage to person or property by reason of your construction of the aforesaid road, except where PP&L has acted in a negligent manner.
10. The covenants, obligations and duties on your part, hereinbefore contained, shall be legally binding upon your successors, assigns or heirs as the case may be with regard to the road to be constructed until and unless said roadway is dedicated and accepted by a political subdivision.

If the above terms and conditions are satisfactory to you, please execute the acceptance which is written at the bottom of both copies of this letter and return one copy to this Company. We will then consider this letter and your acceptance as our agreement on the subject matter hereof.

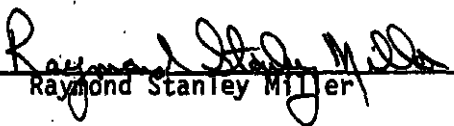
Very truly yours,

PENNSYLVANIA POWER & LIGHT COMPANY
By:



C. L. Kline
Manager-Real Estate & Right of Way

Accepted and the above terms agreed
to this day of , 1990.

 (SEAL)

Raymond Stanley Miller

JCSmiller44

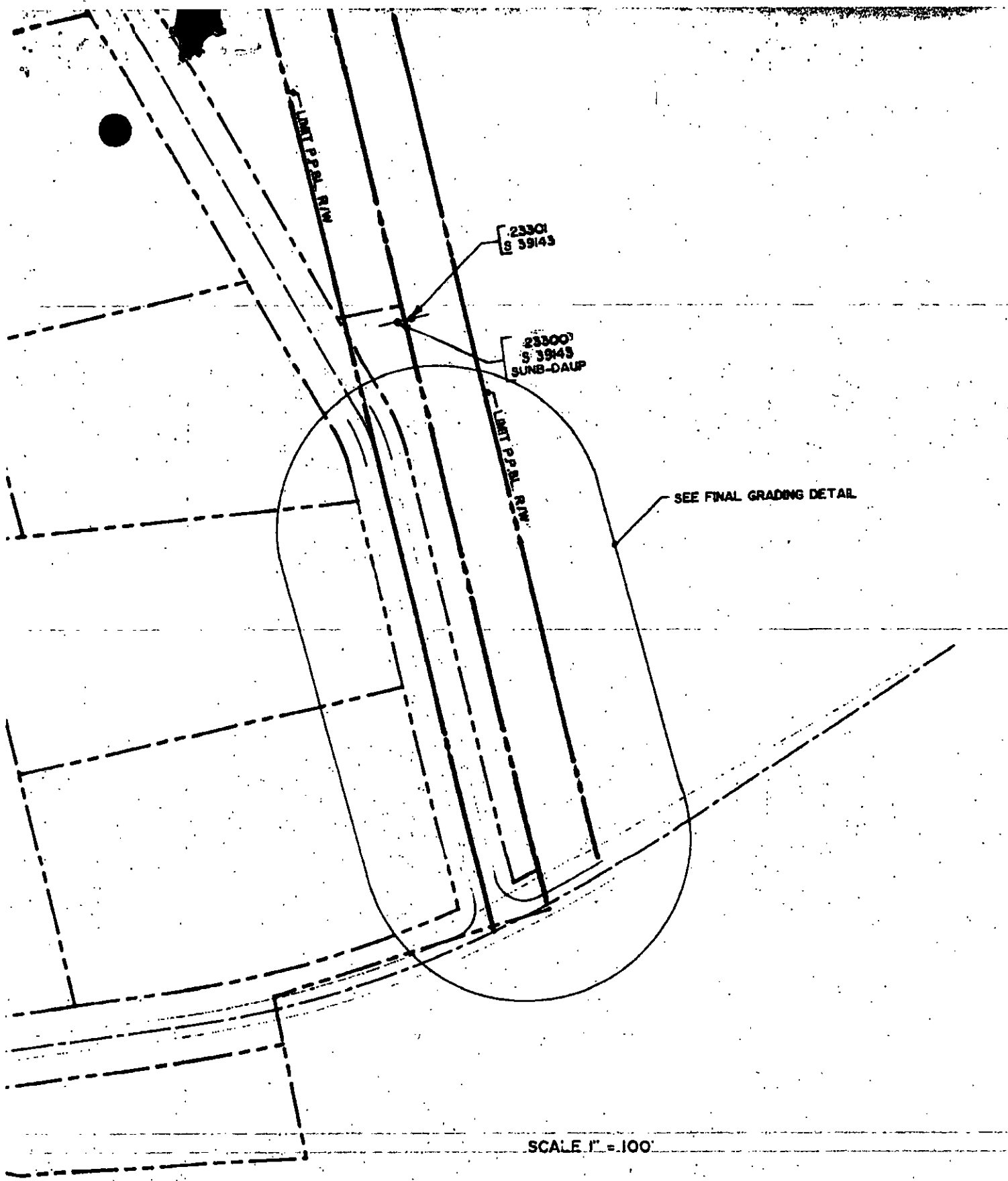
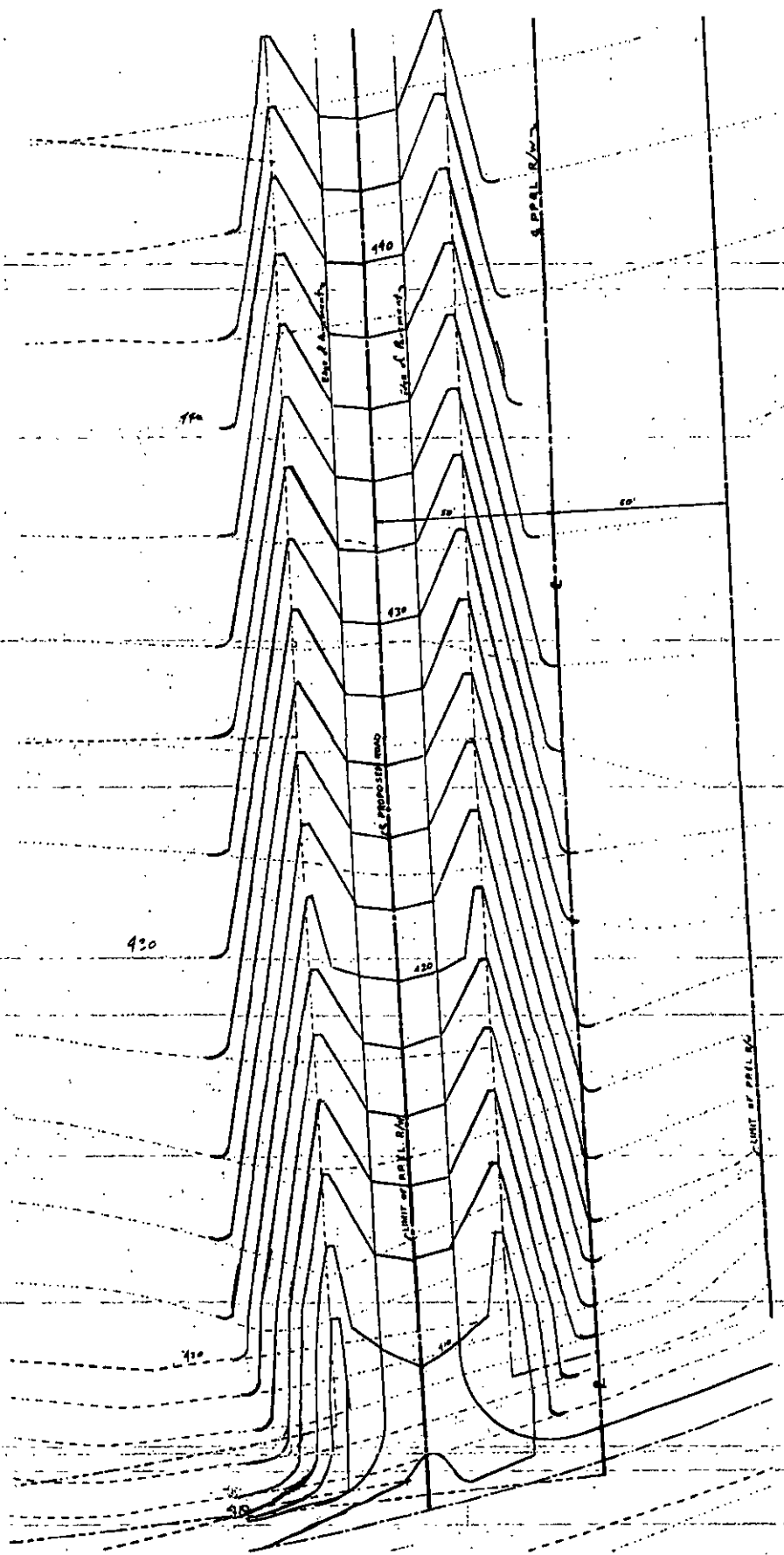


EXHIBIT A

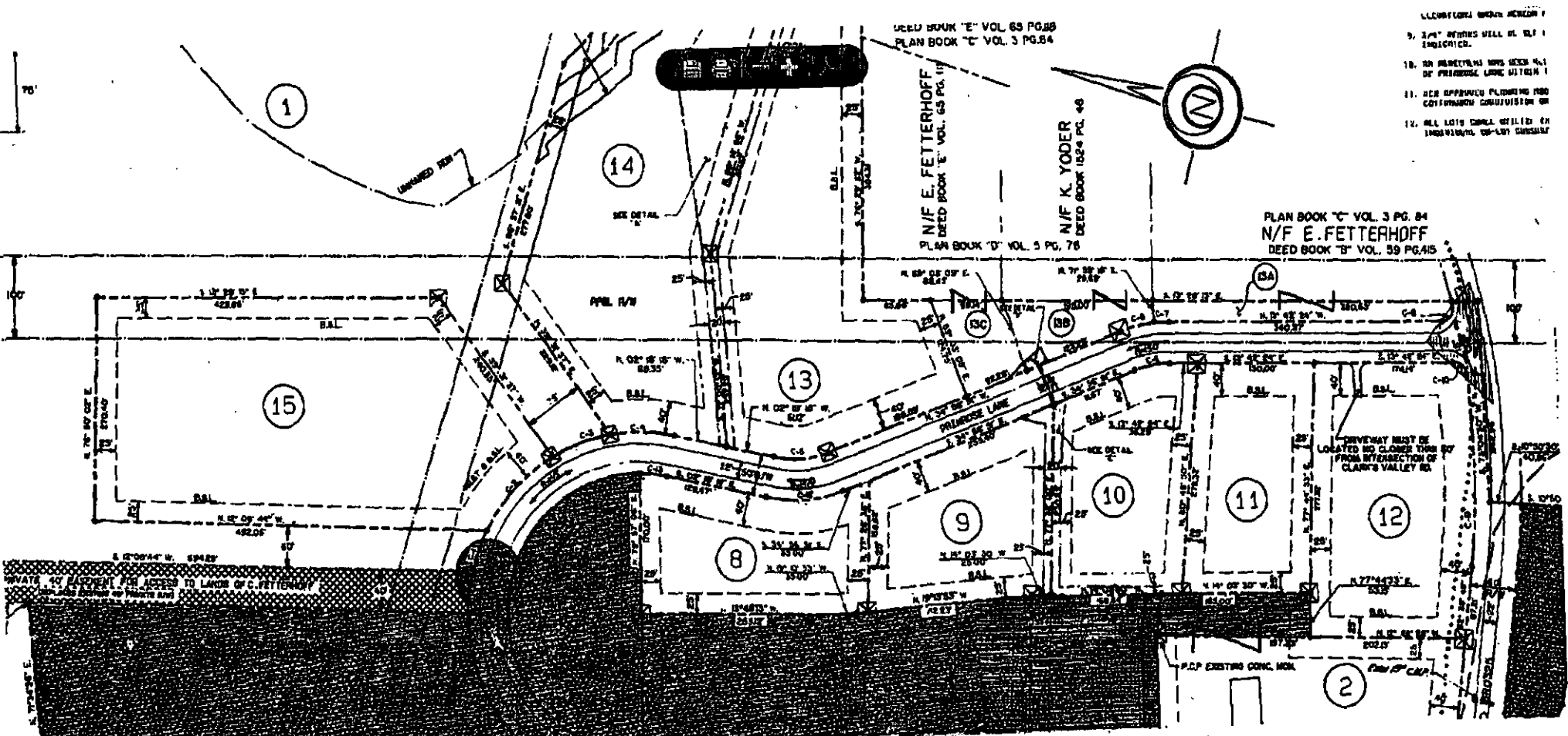


FINAL GRADING PLAN DETAIL

SCALE 1" = 10'

Exhibit B

Chatham County, Middle Paxton Township
 Plan Book K Vol 5 Page 46 Filed
 Record Date 6/10/1992
 Records and Depicts 100' PPL Right of Way



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MAR 01 2019

PA PUBLIC UTILITY COMMISSION
 SECRETARY'S BUREAU

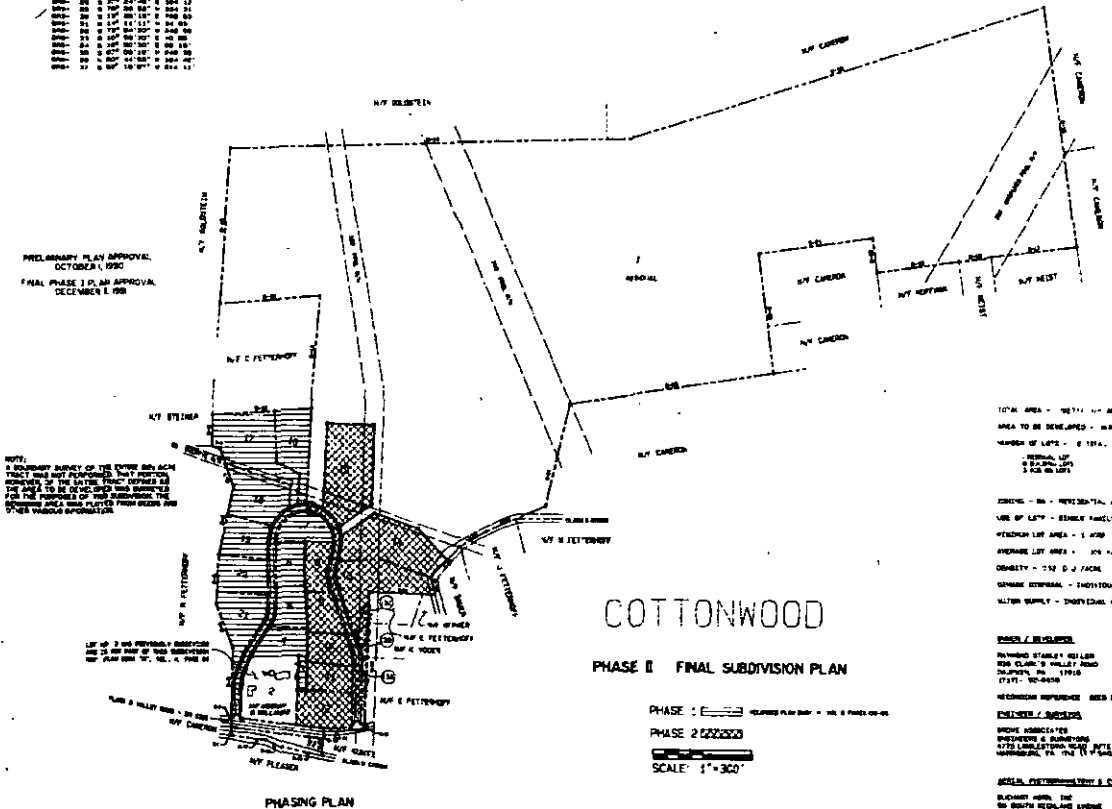
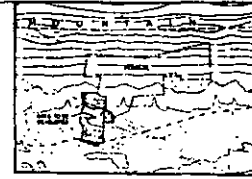
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PLANNING OFFICE
JAN 28 1988

LEGEND

1	INDIVIDUAL LOTS
2	PLAN BY LOTS
3	FINAL ADJUSTMENT/STAKEOUT MANAGEMENT PLAN
4	STREET PLAN AND PROFILE
5	DETAILS
6	LANDSCAPE AND SIGNS/STAKEOUT CONTROL PLAN
7	LANDSCAPE AND SIGNS/STAKEOUT CONTROL DETAILS
8	CONCRETE AND SIGN/STAKEOUT CONTROL DETAILS



- LEGEND**
- INDIVIDUAL LOTS
 - PLAN BY LOTS
 - FINAL ADJUSTMENT/STAKEOUT MANAGEMENT PLAN
 - STREET PLAN AND PROFILE
 - DETAILS
 - LANDSCAPE AND SIGNS/STAKEOUT CONTROL PLAN
 - LANDSCAPE AND SIGNS/STAKEOUT CONTROL DETAILS
 - CONCRETE AND SIGN/STAKEOUT CONTROL DETAILS



COTTONWOOD

PHASE II FINAL SUBDIVISION PLAN

PHASE 1: [Symbol] REAR PORCHES - 10 1/2 PHASES ONLY
 PHASE 2: [Symbol]
 SCALE: 1" = 300'

TOTAL AREA - 167.11 ACRES
 AREA TO BE DEVELOPED - 164.77 ACRES
 NUMBER OF LOTS - 200
 TOTAL LOT AREA - 164.77 ACRES
 AVERAGE LOT AREA - 1.17 ACRES
 DENSITY - 121.2 D.U./ACRE
 UTILITY SYSTEMS - INDIVIDUAL IN-LINE SYSTEM
 ALTERNATIVE - INDIVIDUAL PRIVATE WELLS

OWNER / DEVELOPER
 HANCOCK STANLEY KELLER
 608 CLARK'S HOLLOW ROAD
 DALTON, PA 17018
 (717) 702-2000

ENGINEER / SURVEYOR
 GROVE ASSOCIATES
 ENGINEERS & SURVEYORS
 4775 LANCASTER ROAD, SUITE 200
 HANOVER, PA 17033

ARCHITECT/INTERIOR DESIGNER/COMPONENTS
 BUCKNER ARCH. INC.
 80 SOUTH ROCKLAND AVENUE
 P.O. BOX 8-88
 HANOVER, PA 17033-0088
 (717) 943-0881

THIS SUBDIVISION PLAN REVIEWED THIS 1ST DAY OF January 1988
 BY THE
 PLANNING COMMISSION

RECOMMENDED FOR APPROVAL THIS 22ND DAY OF Feb
 BY THE TOWNSHIP PLANNING COMMISSION

APPROVED THIS 1ST DAY OF Dec
 BY THE COUNTY BOARD OF SUPERVISORS

IT IS HEREBY CERTIFIED THAT THE UNDERSIGNED HAS LEGAL OR
 SUFFICIENT TITLE TO THE LAND SHOWN AND THAT ALL RIGHTS OR INTERESTS
 SHOWN HEREON HAVE BEEN FULLY DISCLOSED AND
 RECORD OF THIS RECORDATION IS PUBLIC AND
 AVAILABLE TO ALL.

STATE OF PENNSYLVANIA
 COUNTY OF BERKLEY

I, HANCOCK STANLEY KELLER
 HANCOCK STANLEY KELLER
 WHO HAS SIGNED THIS PLAN TO BE HIS ACT AND DEED HAS AGREED TO
 HAVE THE SAME RECORDED AS SUCH.

WITNESSED BY ME, HANCOCK STANLEY KELLER,
 PUBLIC NOTARY PUBLIC IN AND FOR THE
 STATE AND COUNTY AFORESAID.

HANCOCK STANLEY KELLER
 HANCOCK STANLEY KELLER

I CERTIFY THIS PLAN TO BE CORRECT AND
 ACCURATE.

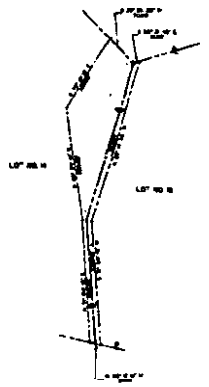
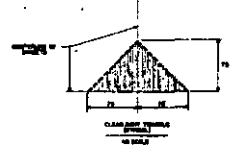
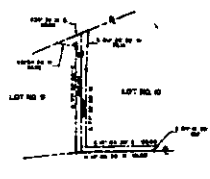
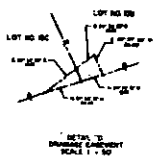
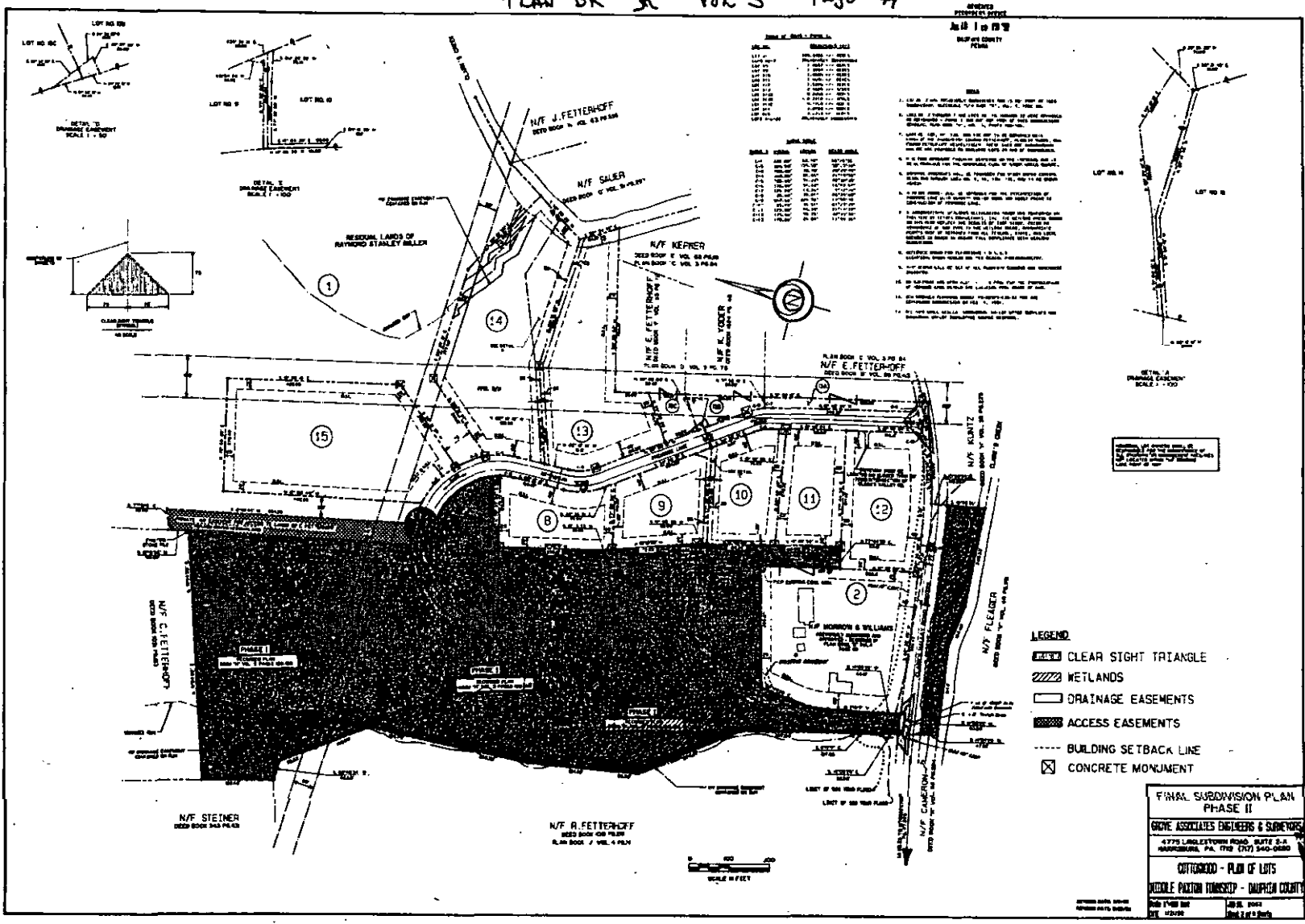
RECORDED - DAY OF _____ 19__
 PLAN BOOK _____ PAGE _____

FINAL SUBDIVISION PLAN
 GROVE ASSOCIATES ENGINEERS & SURVEYORS
 4775 LANCASTER ROAD, SUITE 200
 HANOVER, PA 17033 (717) 943-0880

COTTONWOOD PHASE II
 NEEDLE PASTON TOWNSHIP - BERKLEY COUNTY

DATE: 1/28/88
 DATE: 1/28/88





LOT NO.	AREA	OWNER
1	1.00	N/F J. FETTER-OFF
2	1.00	N/F J. FETTER-OFF
3	1.00	N/F J. FETTER-OFF
4	1.00	N/F J. FETTER-OFF
5	1.00	N/F J. FETTER-OFF
6	1.00	N/F J. FETTER-OFF
7	1.00	N/F J. FETTER-OFF
8	1.00	N/F J. FETTER-OFF
9	1.00	N/F J. FETTER-OFF
10	1.00	N/F J. FETTER-OFF
11	1.00	N/F J. FETTER-OFF
12	1.00	N/F J. FETTER-OFF
13	1.00	N/F J. FETTER-OFF
14	1.00	N/F J. FETTER-OFF
15	1.00	N/F J. FETTER-OFF

NOTES

1. THIS PLAN SHOWS THE SUBDIVISION OF THE LAND OF THE UNDERSIGNED INTO LOTS AND BLOCKS FOR THE PURPOSE OF CONVEYING THE SAME TO THE SEVERAL OWNERS THEREOF.
2. THE LOTS AND BLOCKS SHOWN ON THIS PLAN ARE TO BE CONVEYED TO THE SEVERAL OWNERS THEREOF AS SHOWN ON THIS PLAN.
3. THE LOTS AND BLOCKS SHOWN ON THIS PLAN ARE TO BE CONVEYED TO THE SEVERAL OWNERS THEREOF AS SHOWN ON THIS PLAN.
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15. THE LOTS AND BLOCKS SHOWN ON THIS PLAN ARE TO BE CONVEYED TO THE SEVERAL OWNERS THEREOF AS SHOWN ON THIS PLAN.

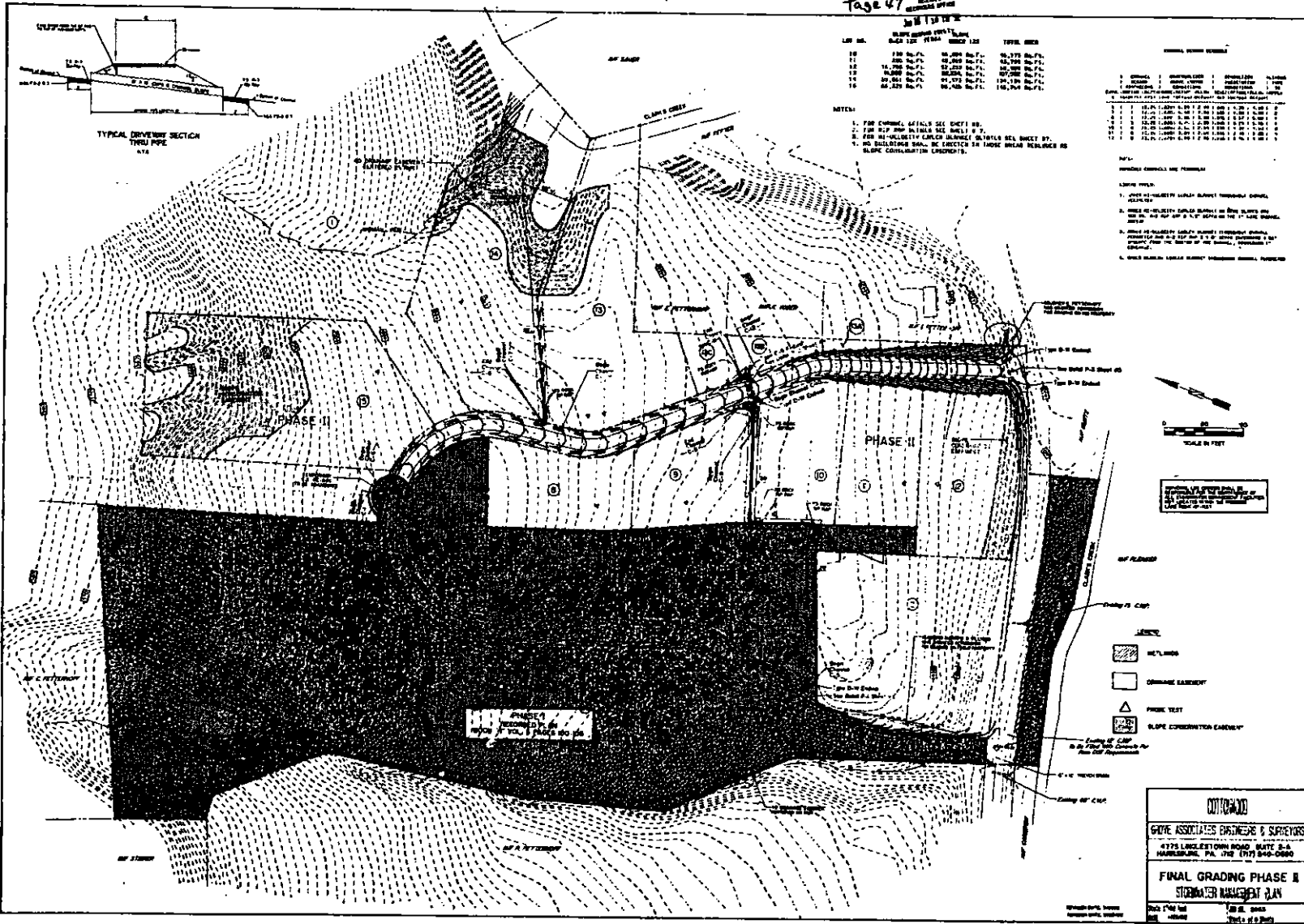
- LEGEND**
- CLEAR SIGHT TRIANGLE
 - WETLANDS
 - DRAINAGE EASEMENTS
 - ACCESS EASEMENTS
 - BUILDING SETBACK LINE
 - CONCRETE MONUMENT

**FINAL SUBDIVISION PLAN
PHASE II**

GRUVE ASSOCIATES ENGINEERS & SURVEYORS
 4775 LINDLESTOWN ROAD, SUITE 200
 HARRISBURG, PA. 17112 (717) 540-0880

CUTTWOOD - PLAN OF LOTS
 FREEDLE PAXTON TOWNSHIP - DAUPHIN COUNTY

DATE: 10/18/2001
 SHEET NO. 44 OF 44



LINE NO.	GRADE	WIDTH	TYPE	AREA
10	4.00	12.00	Gravel	144.00
11	3.00	12.00	Gravel	144.00
12	2.00	12.00	Gravel	144.00
13	1.00	12.00	Gravel	144.00
14	0.00	12.00	Gravel	144.00
15	-1.00	12.00	Gravel	144.00
16	-2.00	12.00	Gravel	144.00

NO.	DESCRIPTION	AMOUNT	UNIT
1	GRAVEL	576.00	CU YD
2	CONCRETE	100.00	CU YD
3	STEEL	100.00	CU YD
4	BRICK	100.00	CU YD
5	ASPHALT	100.00	CU YD
6	PAVING	100.00	CU YD
7	LANDSCAPING	100.00	CU YD
8	UTILITIES	100.00	CU YD
9	DEMOLITION	100.00	CU YD
10	FOUNDATION	100.00	CU YD
11	ROOFING	100.00	CU YD
12	MECHANICAL	100.00	CU YD
13	ELECTRICAL	100.00	CU YD
14	PLUMBING	100.00	CU YD
15	HEATING	100.00	CU YD
16	Cooling	100.00	CU YD
17	Interior	100.00	CU YD
18	Exterior	100.00	CU YD
19	Site Work	100.00	CU YD
20	Other	100.00	CU YD

- NOTES:
1. FOR CURB AND GUTTER DETAILS SEE SHEET 48.
 2. FOR CURB AND GUTTER DETAILS SEE SHEET 49.
 3. FOR RETAINMENT WALLS SEE SHEET 50.
 4. NO BUILDINGS SHALL BE LOCATED IN THESE AREAS UNLESS AS SHOWN ON SLOPE CONSULTATION DOCUMENTS.

- NOTES:
1. SEE SHEET 48 FOR DETAILS OF DRIVEWAY.
 2. SEE SHEET 49 FOR DETAILS OF DRIVEWAY.
 3. SEE SHEET 50 FOR DETAILS OF DRIVEWAY.
 4. SEE SHEET 51 FOR DETAILS OF DRIVEWAY.
 5. SEE SHEET 52 FOR DETAILS OF DRIVEWAY.
 6. SEE SHEET 53 FOR DETAILS OF DRIVEWAY.
 7. SEE SHEET 54 FOR DETAILS OF DRIVEWAY.
 8. SEE SHEET 55 FOR DETAILS OF DRIVEWAY.
 9. SEE SHEET 56 FOR DETAILS OF DRIVEWAY.
 10. SEE SHEET 57 FOR DETAILS OF DRIVEWAY.
 11. SEE SHEET 58 FOR DETAILS OF DRIVEWAY.
 12. SEE SHEET 59 FOR DETAILS OF DRIVEWAY.
 13. SEE SHEET 60 FOR DETAILS OF DRIVEWAY.
 14. SEE SHEET 61 FOR DETAILS OF DRIVEWAY.
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 18. SEE SHEET 65 FOR DETAILS OF DRIVEWAY.
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 25. SEE SHEET 72 FOR DETAILS OF DRIVEWAY.
 26. SEE SHEET 73 FOR DETAILS OF DRIVEWAY.
 27. SEE SHEET 74 FOR DETAILS OF DRIVEWAY.
 28. SEE SHEET 75 FOR DETAILS OF DRIVEWAY.
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 36. SEE SHEET 83 FOR DETAILS OF DRIVEWAY.
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 39. SEE SHEET 86 FOR DETAILS OF DRIVEWAY.
 40. SEE SHEET 87 FOR DETAILS OF DRIVEWAY.
 41. SEE SHEET 88 FOR DETAILS OF DRIVEWAY.
 42. SEE SHEET 89 FOR DETAILS OF DRIVEWAY.
 43. SEE SHEET 90 FOR DETAILS OF DRIVEWAY.
 44. SEE SHEET 91 FOR DETAILS OF DRIVEWAY.
 45. SEE SHEET 92 FOR DETAILS OF DRIVEWAY.
 46. SEE SHEET 93 FOR DETAILS OF DRIVEWAY.
 47. SEE SHEET 94 FOR DETAILS OF DRIVEWAY.
 48. SEE SHEET 95 FOR DETAILS OF DRIVEWAY.
 49. SEE SHEET 96 FOR DETAILS OF DRIVEWAY.
 50. SEE SHEET 97 FOR DETAILS OF DRIVEWAY.
 51. SEE SHEET 98 FOR DETAILS OF DRIVEWAY.
 52. SEE SHEET 99 FOR DETAILS OF DRIVEWAY.
 53. SEE SHEET 100 FOR DETAILS OF DRIVEWAY.



- LEGEND:
- RETAINMENT WALL
 - CONCRETE
 - STEEL
 - BRICK
 - ASPHALT
 - PAVING
 - LANDSCAPING
 - UTILITIES
 - DEMOLITION
 - FOUNDATION
 - ROOFING
 - MECHANICAL
 - ELECTRICAL
 - PLUMBING
 - HEATING
 - Cooling
 - Interior
 - Exterior
 - Site Work
 - Other

OUTROAD

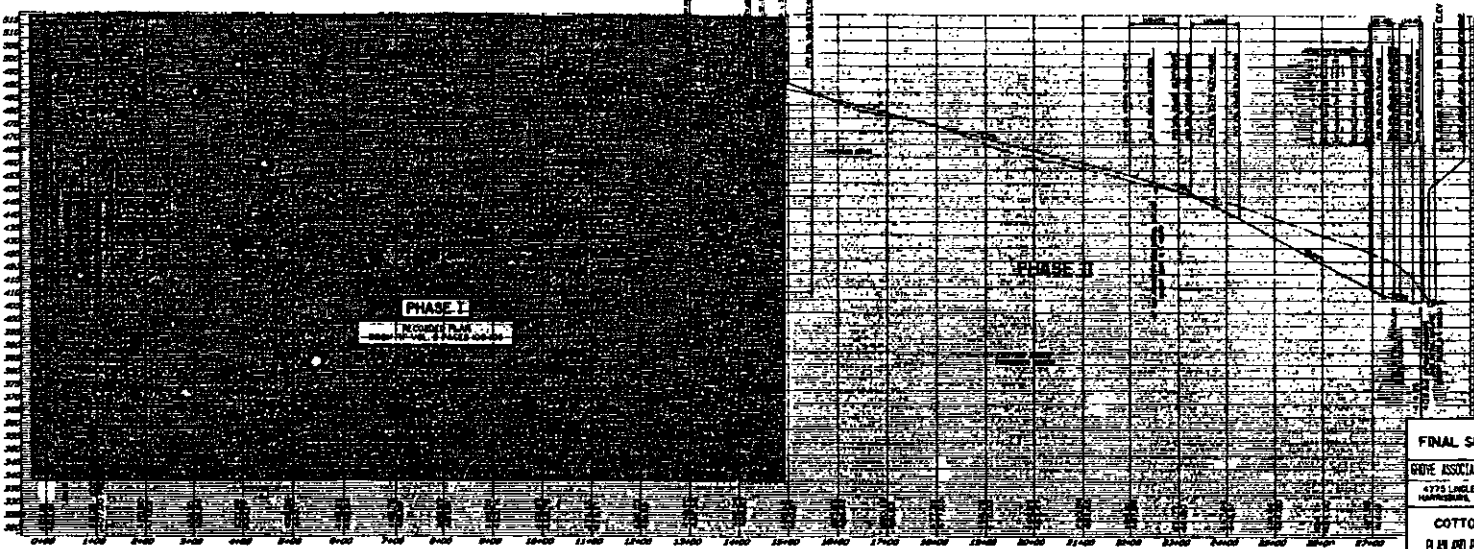
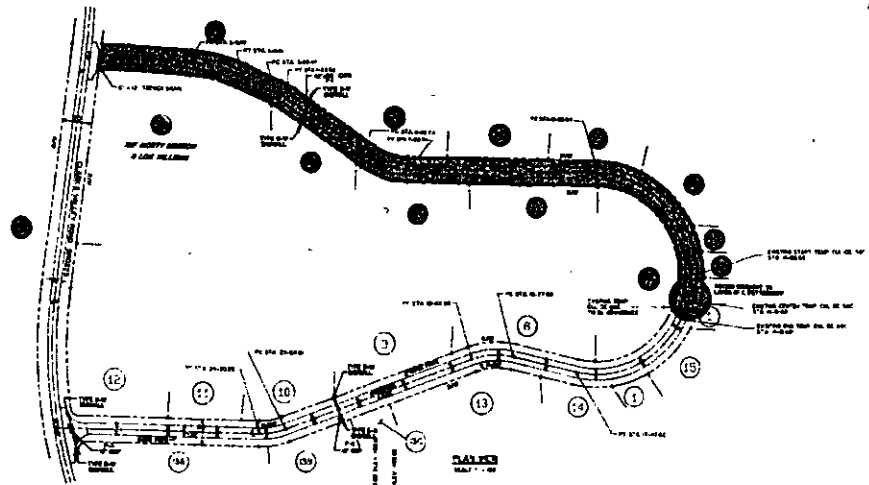
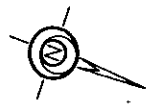
GREVE ASSOCIATES ENGINEERS & SURVEYORS
 4775 LANCELOTOWN ROAD, SUITE 2-A
 HANOVER, PA. 17033-0080

**FINAL GRADING PHASE II
 STORMWATER MANAGEMENT PLAN**

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 CHECKED BY: [Name]

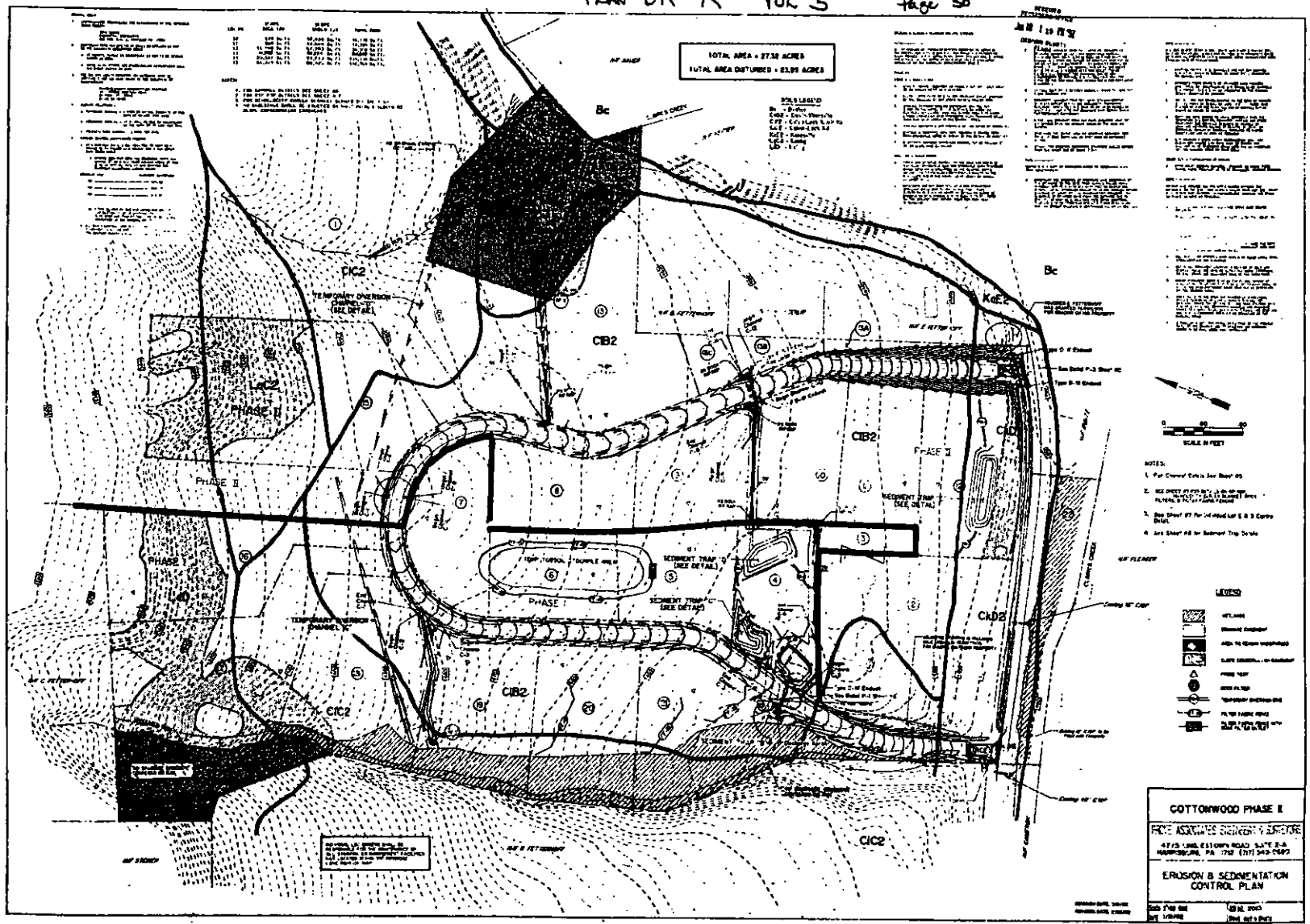
PLAN BK K VOL 5 Page 11

RECORDS
 1987
 10 18 1987
 HARRISBURG, PA.
 PLAN



FINAL SUBDIVISION PLAN
 GROVE ASSOCIATES ENGINEERS & SURVEYORS
 4775 LINGESTOWN ROAD, SUITE 2-A
 HARRISBURG, PA. 17115-0680
COTTONWOOD PHASE I
 PLAN AND PROFFER
 DATE: 10/18/87
 BY: [Signature]

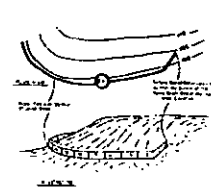
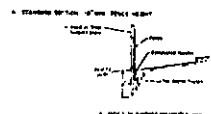
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GENERAL NOTES

NO.	DESCRIPTION	DATE	BY
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- NOTES**
1. ALL DRIVEWAYS SHALL BE CONSTRUCTED TO MEET THE REQUIREMENTS OF THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION (DOT) AND THE LOCAL MUNICIPALITY.
 2. ALL DRIVEWAYS SHALL BE CONSTRUCTED TO MEET THE REQUIREMENTS OF THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION (DOT) AND THE LOCAL MUNICIPALITY.
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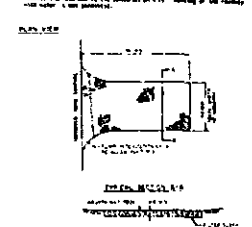


10. DRIVEWAY CONSTRUCTION

10.1. ALL DRIVEWAYS SHALL BE CONSTRUCTED TO MEET THE REQUIREMENTS OF THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION (DOT) AND THE LOCAL MUNICIPALITY.

10.2. ALL DRIVEWAYS SHALL BE CONSTRUCTED TO MEET THE REQUIREMENTS OF THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION (DOT) AND THE LOCAL MUNICIPALITY.

10.3. ALL DRIVEWAYS SHALL BE CONSTRUCTED TO MEET THE REQUIREMENTS OF THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION (DOT) AND THE LOCAL MUNICIPALITY.

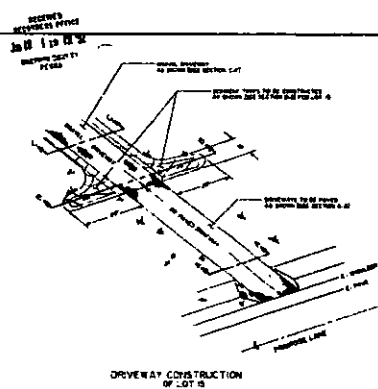
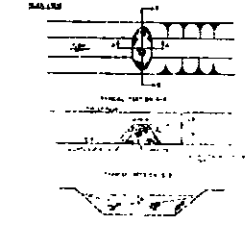


11. DRIVEWAY CONSTRUCTION

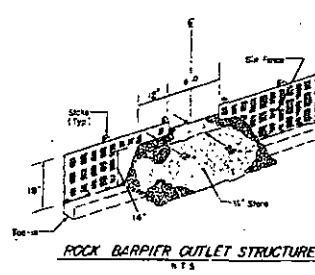
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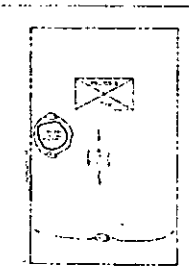
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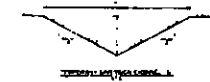
DRIVEWAY CONSTRUCTION OF LOT 15



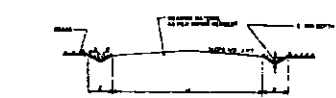
ROCK BARRIER OUTLET STRUCTURE



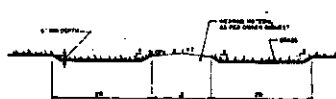
LOT 15 DRIVEWAY AND SEDIMENT CONTROL PLAN



DRIVEWAY CONSTRUCTION



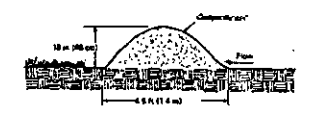
SECTION C-C DRIVEWAY w/ DRAINAGE CHANNEL



SECTION B-B DRIVEWAY w/ SEDIMENT TRAPS

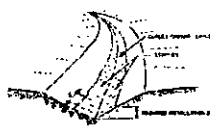


SECTION A-A DRIVEWAY



TEMPORARY DIVERSION DIKE (TYP)

- NOTES**
1. ALL DRIVEWAYS SHALL BE CONSTRUCTED TO MEET THE REQUIREMENTS OF THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION (DOT) AND THE LOCAL MUNICIPALITY.
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VELOCITY CABLE BLANKET DETAIL

ERICKSON & SEDIMENTATION CONTROL DETAILS

ERICKSON ASSOCIATES ENGINEERS & SURVEYORS

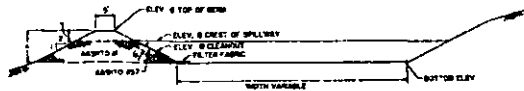
4775 LAMAR DRIVE ROAD, SUITE 200
HARRISBURG, PA. 17112 (717) 540-0680

COTTONWOOD PHASE II

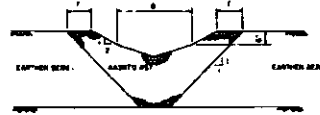
WHEELER PLAZA TOWNSHIP - DAUPHIN COUNTY

DATE: 10/18/2013
BY: [Signature]

ENGINEER
REGISTERED IN PA
NOV 1 19 1970
HARRISBURG, PA
HARRISBURG, PA



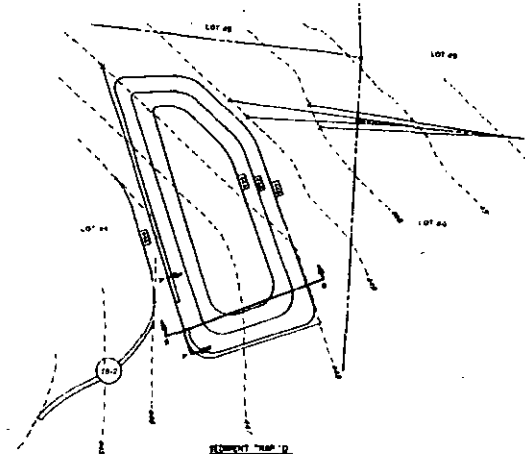
SECTION B-B
TYPICAL SEDIMENT TRAP PROFILE
SEE DESIGN NOTES FOR
DIMENSIONS & SALVATIONS
413



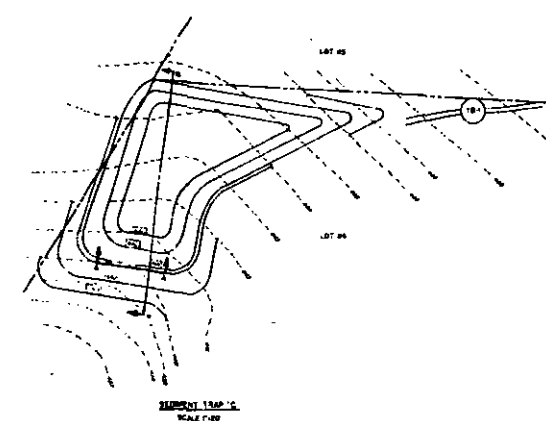
SECTION A-A
TYPICAL SEDIMENT TRAP
EQUIPMENT SPILLWAY PROFILE
414

WEIR: TWO FIFTH TYPE

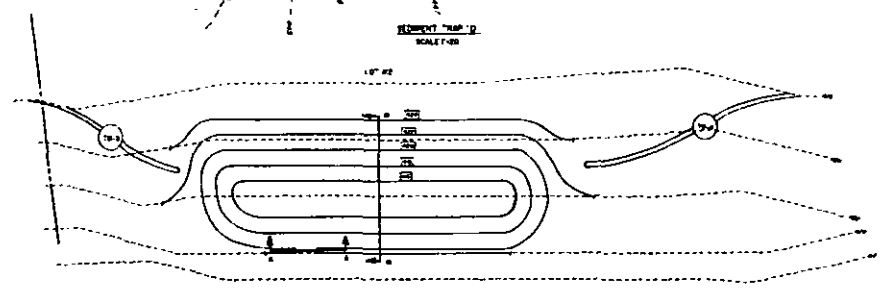
NO.	DATE	BY	REVISION	DESCRIPTION	BY	DATE	REVISION	DESCRIPTION
1	11/1/70	WJG	1	PRELIMINARY	WJG	11/1/70	1	PRELIMINARY
2	11/1/70	WJG	2	REVISED	WJG	11/1/70	2	REVISED
3	11/1/70	WJG	3	REVISED	WJG	11/1/70	3	REVISED
4	11/1/70	WJG	4	REVISED	WJG	11/1/70	4	REVISED
5	11/1/70	WJG	5	REVISED	WJG	11/1/70	5	REVISED
6	11/1/70	WJG	6	REVISED	WJG	11/1/70	6	REVISED
7	11/1/70	WJG	7	REVISED	WJG	11/1/70	7	REVISED
8	11/1/70	WJG	8	REVISED	WJG	11/1/70	8	REVISED
9	11/1/70	WJG	9	REVISED	WJG	11/1/70	9	REVISED
10	11/1/70	WJG	10	REVISED	WJG	11/1/70	10	REVISED



SEWAGE TRAP 'D'
SCALE 1"=40



SEWAGE TRAP 'C'
SCALE 1"=40



SEWAGE TRAP 'E'
SCALE 1"=40



EROSION & SEDIMENTATION CONTROL DETAILS
 GROVE ASSOCIATES ENGINEERS & SURVEYORS
 4775 LINDLESTON ROAD SUITE 2A
 HARRISBURG, PA 17112 (717) 640-0880
 CATIONWOOD PHASE II
 MIDDLE PATTON TWP., CALPEN CO., PA.
 SHEET NO. 5012
 EST. 1970

EXHIBIT “B”

PP&L Form 100

122

SUNBURY - HUMMELSTOWN 132 KV LINE

Know all Men by these Presents, That We, Edward C. Zetterhoff and Thelma J. Zetterhoff, of Dauphin, Pa. R.D. #1

in consideration of the sum of One Dollar (\$1.00) to us 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 us when the rights hereby granted are exercised by the said Company, do hereby, for ourselves or 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 cleared 50 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 Middle Porton, County of Dauphin, 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 property 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.

Any damage to crops, grain or fences during construction or maintenance to be paid for by the Electric Company, at a fair market value

Witness our hands and seal this 22nd day of February, 1950, Signed, sealed and delivered in the presence of: A. C. Lamson, Edward C. Zetterhoff (SEAL), Thelma J. Zetterhoff (SEAL)

RECEIVED RECORDED & INDEXED NOV 13 1950

Received October 31, 1950, of PENNSYLVANIA POWER & LIGHT COMPANY the sum of Five Hundred (\$500.00) Dollars, in full payment of the further consideration above mentioned. Thelma J. Zetterhoff

GRID # 23262 39289 PP&L CO. CORPORATE FILES

See Plan on page 27

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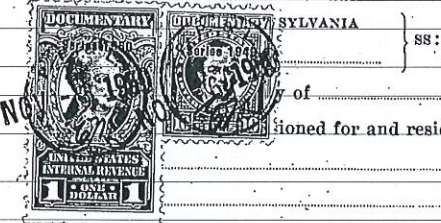
COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF Dauphin } SS:

On this 22nd day of February 1950, before me, a Notary Public for the Commonwealth aforesaid, commissioned for and residing in the City of Allentown, County of Lehigh, came the above named Edward C. Fetterhoff and Thelma J. Fetterhoff and acknowledged the foregoing instrument to be their act and deed, and desired the same to be recorded as such.



A.C. Lamson
Notary Public

My commission expires Feb 25, 1953.



COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF } SS:
of 19, before me, a Notary Public for the Commonwealth aforesaid, commissioned for and residing in the 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, 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 Dauphin County, Pa. in Misc Book 8-6 Page 556, etc.

WITNESS my hand and seal of Office this 13th day of Nov. 1950.

Marion J. Anderson
Recorder

W.B. - H-2 - P-397.
W.B. - C-2 - P-395
Geo. Spangler dies 6/6/94
Intestate
James B. Calhoun &
Spangler, successors and
 heirs
DB - A-4 - P-254
DB - L-3 - P-99
74# - 75#
35A - 100P
Spangler heirs

