

**Michael J. Shafer**  
Senior Counsel

**PPL**  
Two North Ninth Street  
Allentown, PA 18101-1179  
Tel. 610.774.2599 Fax 610.774.4102  
MJShafer@pplweb.com



**E-File**

November 11, 2021

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2<sup>nd</sup> Floor North  
Harrisburg, PA 17120-3265

**Re: PPL Electric Utilities Corporation Encroachment Agreement;  
Lehigh County Authority – Parcel ID# 547563310968-1  
Allentown, Lehigh County, Pennsylvania**

Dear Secretary Chiavetta:

Enclosed for filing on behalf of PPL Electric Utilities Corporation (“PPL Electric”) is an Encroachment Agreement between PPL Electric and Lehigh County Authority located in Allentown, 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 November 11, 2021, 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,

A handwritten signature in blue ink, appearing to read "Michael J. Shafer", written in a cursive style.

Michael J. Shafer

Enclosure

Prepared by: PPL Electric Utilities

Return to: PPL Electric Utilities  
2 N. 9<sup>th</sup> Street  
Allentown, PA 18101  
Attn: Janet Lembach

PARCEL ID #: 547563310968-1  
PROPERTY ADDRESS: 1213 Eagle Street  
MUNICIPALITY: Lower Macungie Township

### ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT (“**Agreement**”), made this 3<sup>rd</sup> day of November, 2021, by and between PPL ELECTRIC UTILITIES CORPORATION, a Pennsylvania Corporation, having an address of 2 N. Ninth Street, Allentown, Pennsylvania 18101, hereinafter called “**PPL**,” and LEHIGH COUNTY AUTHORITY, a Pennsylvania municipal authority, having a mailing address of 1053 Spruce Road, P.O. Box 3348, Allentown, Pennsylvania 18106-0348 hereinafter called “**Requester**.”

#### WITNESSETH:

WHEREAS, this Agreement is between a public utility and a municipal corporation and is therefore subject to Pennsylvania Public Utility Commission (“PUC”) review pursuant to 66 Pa.C.S.A. Section 507. The Effective Date of this Agreement shall be the later of i) thirty (30) days from the date that PPL submits the Agreement to the PUC; or ii) if the PUC opens an investigation of the Agreement, on the date the PUC approves the Agreement; and

WHEREAS, PPL, has an existing electric transmission easement located in Lower Macungie Township, Lehigh County, Pennsylvania (“**PPL ROW**”), located on the property identified as Tax Parcel Number 547563310968-1, with said property being more fully described in a deed recorded in the Lehigh County Recorder of Deeds Office at Deed Book Volume 978, Page 39 (the “**Property**”); and

WHEREAS, PPL utilizes the PPL ROW for an existing electric transmission line and will utilize the PPL ROW for future electric transmission lines (“**PPL’s Lines/Facilities**”); and

WHEREAS, Requester is desirous of entering into an agreement for the purposes of maintaining, operating, repairing, replacing, and removing 12” underground DIP, CL52 water pipe to connect to existing main at Shiloh Road (collectively the “**Facilities**”) within the PPL ROW; and

WHEREAS, the owner of the Property consented to the installation of the Facilities and agreed to grant an easement for the Facilities pursuant to an Easement Agreement executed on March 9, 2010 (“LCA Easement”), which is attached hereto as Exhibit “A”; and

WHEREAS, Requester’s Facilities are more fully identified on the plan entitled “Harvest Fields”, which is attached hereto as Exhibit “B” and incorporated by reference herein (the “Plans”); and

NOW THEREFORE, for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Recitals. The recitals set forth hereinabove are true and correct and are incorporated herein.

2. Encroachment License.

2.1 The right and authorization granted to Requester for the Facilities to occupy the PPL ROW is a non-exclusive license for the purposes of construction, operation, maintenance, repair, removal and replacement of the Facilities on the PPL ROW (“**Encroachment License**”). PPL’s grant of the Encroachment License to Requester is conditioned on Requester constructing, operating, and maintaining its Facilities in accordance with the terms of this Agreement. Only the Facilities shown on the Plans are permitted and any additional buildings, structures, equipment, or facilities in addition to the Facilities shown on the Plans are prohibited unless prior written approval is received from PPL.

2.2 Requester shall not, within the PPL ROW: (i) store flammable fuels or materials above ground; (ii) park vehicles that contain highly flammable or explosive cargoes; (iii) fuel vehicles; or (iv) conduct any blasting.

2.3 PPL reserves rights of ingress and egress over the PPL ROW and Property for line maintenance, repair, reconstruction or other work. Should both the PPL and Requester need access to the PPL ROW at the same time the parties will use their best efforts to coordinate their activities so as not to interfere with the activities of the other.

2.4 Any cranes or other equipment which may be used on or near the PPL ROW for the installation or repair of the Facilities must be operated in a manner that will avoid contact with the electric lines and be in accordance with any and all applicable municipal, state or federal rules, statutes, ordinances or regulations, including but not limited to the Federal Occupational Safety and Health Act and safety standards and regulations promulgated by the Department of Labor and Industry. Requester acknowledges that it is requesting to install its Facilities in the vicinity of electric transmission and distribution facilities, and Requester agrees that Requester and its contractors shall exercise extreme caution to avoid shock hazards.

2.5 PPL utilizes the Property for an existing electric transmission line and may utilize the Property for future additional electric transmission lines. In the event that Requester

requires relocation or temporary reinforcement of PPL's Lines/Facilities to accommodate the installation, operation and/or maintenance of Requester's Facilities and PPL agrees to such relocation or temporary reinforcement in advance in writing, such relocation or temporary reinforcement shall be performed by PPL at the sole expense of Requester.

2.6 PPL reserves the right to trim or remove any tree or shrub that interferes with ingress, egress, maintenance or operation of PPL Lines/Facilities without obligation to restore same.

2.7 Should PPL determine in its sole discretion that additional PPL Lines/Facilities are to be installed, operated and maintained on the PPL ROW, Requester shall reasonably cooperate with PPL to accommodate the additional PPL Lines/Facilities. PPL must first seek to locate any additional PPL Lines/Facilities so as to minimize the impact on Requester. Requester's accommodation shall include providing additional protection to Requester's Facilities, and any other reasonable request of PPL.

2.8 Requester's activities under this Agreement, including but not limited to, the installation, operation, and maintenance of the Facilities shall be in compliance with any and all municipal, state and/or federal laws, statutes, rules, ordinances or regulations. Requester agrees to remove, at its sole cost and expense, any and all Facilities if any of the Facilities violate any future laws, statutes, codes or regulations, including but not limited to those laws, statutes, codes or regulations governing the operation of electric transmission or distribution facilities.

### 3. Indemnification.

3.1 Requester hereby releases, quitclaims, discharges, indemnifies, defends and holds harmless PPL, its officers, directors, employees and agents (collectively the "**Indemnified Parties**"), from and against any and all loss, liability, damages, demands, claims, suits, fines, penalties, including attorneys' and experts' fees and/or causes of action whatsoever, caused by, resulting from, or in any way related to the presence of the Facilities on the Property and/or the presence of Requester or its agents or employees on the Property, excepting only claims arising from or related to PPL's own negligence or gross negligence.

3.2 PPL hereby releases, quitclaims, discharges, indemnifies, defends and holds harmless Requester, its officers, directors, employees and agents (collectively the "**Indemnified Parties**"), from and against any and all loss, liability, damages, demands, claims, suits, fines, penalties, including attorneys' and experts' fees and/or causes of action whatsoever, caused by, resulting from, or in any way related to the presence of the PPL Lines/Facilities on the Property and/or the presence of PPL or its agents or employees on the Property, excepting only claims arising from or related to Requester's own negligence or gross negligence.

4. Environmental Claims. Requester hereby agrees to indemnify and save the Indemnified Parties harmless against any and all claims, losses and liabilities, including costs and reasonable counsel fees arising out of or related to the handling, disturbance, transport, storage, or disposal of Hazardous Substances brought onto, generated, or allowed to enter the Property by Requester, or its/their contractors and subcontractors. "Hazardous Substances" shall mean any

chemicals, materials or substances defined as or included in the definition of “hazardous substances”, “hazardous wastes”, “hazardous materials”, “hazardous constituents”, “restricted hazardous materials”, “extremely hazardous substances”, “toxic substances”, “contaminants”, “pollutants”, “toxic pollutants” or words of similar meaning and regulatory effect under any applicable Environmental Laws. “Environmental Laws” shall mean all federal, state, local, tribal and foreign laws, regulations, rules, ordinances, codes and similar provisions having the force and effect of law, decrees, judgments, directives, judicial or administrative orders and determinations, and all common law concerning pollution or protection of the environment, natural resources (including threatened or endangered species and natural resource damages) or human health and safety.

5. Damages.

5.1 If Requester or its employees or agents damage any of PPL’s Lines/Facilities, including, but not limited to PPL’s Lines/Facilities located underground, and counterpoise, the damage shall be reported immediately to PPL and Requester shall be responsible to reimburse PPL for all costs and expenses incurred by PPL in repairing PPL’s Lines/Facilities. If PPL or its employees or agent damage any of the Requestor’s Facilities, the damage shall be reported immediately to Requestor.

5.2 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 completed installation of Facilities, and one (1) year from the date any maintenance which may be required thereafter is completed.

5.3 If Requester violates any of the reservations, terms, or conditions set forth in this Agreement and fails to cure such breach within the time period set by PPL in the written notice sent to Requester, PPL may terminate this Agreement, or PPL may cure said breach at Requestor’s sole cost and expense. In the event that this Agreement is terminated PPL is permitted to remove the Facilities from the PPL ROW at Requester’s sole cost and expense, and take whatever action necessary to extinguish the Agreement from the public record if the Agreement had been recorded prior to the termination.

5.4 Requester hereby releases PPL from any and all damages to the Facilities or losses sustained by Requester caused by PPL’s use of equipment, including but not limited to trucks or other heavy equipment (up to 50 tons double-axle weight), which may be operated over and across the Property. PPL shall take reasonable precautions to protect Requestor’s facilities.

6. Insurance.

6.1 Requester shall, and shall cause all of its successors and assigns to, during any period where the Facilities are being installed and/or maintained on the PPL ROW, at Requester’s sole cost and expense, maintain, or cause to be maintained with insurance companies having an A.M. Best Insurance Rating of ‘A-’ or better and financial strength category of VIII or higher, the minimum insurance coverages, hereinafter referred to as the “**Required Coverages**”,

as set forth below. The Commercial General Liability coverage required of Requester and each successor or assign shall be written on an occurrence basis.

6.2 Requester shall name PPL and its officers, directors and employees as additional insureds and shall include a waiver of subrogation in favor of the additional insureds. The insurance coverages afforded under the policies required hereunder shall be primary and non-contributing. The Required Coverages shall include: (a) Commercial General Liability policy for bodily injury and property damage in the amount of \$2,000,000; (b) statutory workers compensation coverage; and (3) automobile insurance at the statutory minimum. PPL reserves the right to change the Required Coverages by providing 30 days written notice to Requester.

7. Miscellaneous.

7.1 This Agreement shall run with the Property and be binding upon the respective successors and assigns of each of the parties hereto.

7.2 This Agreement shall not be amended, altered, or modified except by an instrument in writing duly executed by both parties.

7.3 If any part or provision of this Agreement shall be determined to be invalid by a court of competent jurisdiction, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Agreement.

7.4 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any and all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein.

7.5 This Agreement has been duly authorized by all required corporate or other necessary action of both parties and, upon execution hereof, shall constitute a valid and binding obligation of both parties, enforceable in accordance with its terms.

7.6 All notices, requests, claims, demands, invoices, and other communications hereunder shall be in writing and shall be given (and except as otherwise expressly provided herein, will be deemed to have been duly given if so given) by hand delivery, by electronic mail, by mail (registered or certified, postage prepaid), or by reputable overnight delivery service (prepaid or billed to sender), effective upon receipt, to the respective Parties as follows:

If to PPL:

PPL Electric Utilities Corporation  
Attn: Manager-Transmission Siting/ROW/Permits/Real Estate  
Two North Ninth Street  
Allentown, Pennsylvania 18101

With a copy to:

PPL Services Corporation  
Office of General Counsel  
Two North Ninth Street  
Allentown, Pennsylvania 18101

If to Requester:

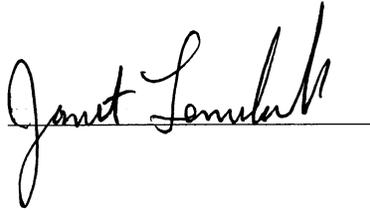
Lehigh County Authority  
Attn: Chief Executive Officer  
1053 Spruce Road  
Allentown, Pennsylvania 18106-0348

[SIGNATURES ON FOLLOWING PAGE]

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

WITNESS:

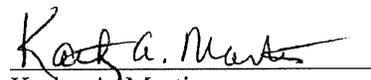
PPL ELECTRIC UTILITIES CORPORATION

  
\_\_\_\_\_

By:   
\_\_\_\_\_ Austin Weseloh  
Transmission Right of Way and Real Estate Supervisor

ATTEST:

LEHIGH COUNTY AUTHORITY

  
\_\_\_\_\_ Kathy A. Martin  
Human Resources Manager

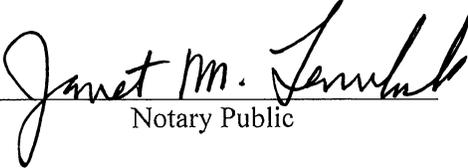
By:   
\_\_\_\_\_ Liesel M. Gross  
Chief Executive Officer

COMMONWEALTH OF PENNSYLVANIA )  
 : SS  
COUNTY OF LEHIGH )

On this the 11<sup>th</sup> day of November, 2021 before me, a Notary Public in and for the Commonwealth of Pennsylvania, 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 hereunto set my hand and official seal.

Commonwealth of Pennsylvania - Notary Seal  
Janet M. Lembach, Notary Public  
Lehigh County  
My commission expires March 29, 2024  
Commission number 1094331  
Member, Pennsylvania Association of Notaries

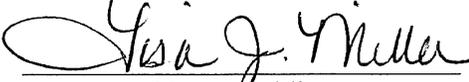
  
Notary Public

COMMONWEALTH OF PENNSYLVANIA )  
 : SS  
COUNTY OF Lehigh )

On this the 3<sup>rd</sup> day of November, 2021 before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Liesel M. Gross, who acknowledged herself to be the Chief Executive Officer (CEO) of Lehigh County Authority, a municipal authority, and that she as such CEO, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the municipal authority by herself as CEO.

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

Commonwealth of Pennsylvania - Notary Seal  
Lisa J. Miller, Notary Public  
Lehigh County  
My commission expires June 6, 2025  
Commission number 1062137  
Member, Pennsylvania Association of Notaries

  
Notary Public

# EXHIBIT "A"

Prepared by:

Lehigh County Authority  
P.O. Box 3348, 1053 Spruce St.  
Allentown, PA 18106-0348  
(610) 398-2503

Return to:

Lehigh County Authority  
P.O. Box 3348, 1053 Spruce St.  
Allentown, PA 18106-0348  
(610) 398-2503

- PIN: 547563310968 1

**EASEMENT AGREEMENT**

THIS DEED, made the 9<sup>th</sup> day of March ~~2009~~ <sup>2010</sup>  
between

LOWER MACUNGIE TOWNSHIP, Pennsylvania township of the first class with principal office at 3400 Brookside Road, Macungie, Pennsylvania (hereinafter referred to as "Grantor")

and

LEHIGH COUNTY AUTHORITY, a Pennsylvania municipal authority with its principal office at 1053 Spruce Street, Wescosville, Pennsylvania (hereinafter referred to as "Grantee").

**WITNESSETH:**

THAT the Grantor, for itself, its successors, assigns and lessees, and for good and valuable consideration, the receipt of which is hereby acknowledged, does grant and convey to the Grantee its successors, assigns and lessees, a permanent easement, for the purpose of laying, constructing, maintaining, operating, extending, repairing, altering, replacing, and removing one or more pipelines with all appurtenant facilities, which easement shall run under, upon, over, through and across the property which Grantor owns or in which it has an interest in Lower Macungie Township, County of Lehigh, Commonwealth of Pennsylvania, and which easement is described in the attached "Exhibit A" and shown on the plan hereto attached as "Exhibit B".

TOGETHER with the right of ingress, egress and regress to and from the said easement at all times for any and all necessary purposes, including the right to cut down, trim, remove and to keep cut down by mechanical means or otherwise, any and all trees, brush or undergrowth on said easement or adjoining the same which in the judgment of the said Grantee, its successors and assigns, may at any time injure, endanger or interfere

with the construction, operation, maintenance and repair of the said pipeline(s), and in connection therewith the right to remove, if necessary, the root systems of the said trees, brush, or undergrowth, and to spray said brush and undergrowth with chemicals for their removal and control; with all such pruning, spraying and removal costs assumed and paid for by the Grantee without any charge whatsoever against the Grantor.

AND FURTHER, Grantor hereby covenants and agrees for itself, its successors, assigns and lessees, that after the date of this Agreement none of the following shall occur unless prior written approval of the Grantee is obtained: no building, structure or other permanent or temporary improvements, including trees or large bushes, shall be placed upon the easement herein granted; no change shall be made in the surface, slope, elevation or grade within the easement; no property right or permission shall be granted allowing the construction of other underground facilities, including, but not limited to electrical and telephone lines, above or below the Grantee's pipeline(s) and no connection shall be made to Grantee's pipeline(s) of any other system

TO HAVE AND TO HOLD all singular the privileges aforesaid to said Grantee, its successors and assigns, to and for only the proper use of said Grantee, its successors and assigns, forever, in common, and the Grantee by its acceptance of the rights herein granted agrees for its successors and assigns to bury the said pipeline(s) so that they will not interfere with the existing use of the land and shall restore the surface as near as possible or practical to its original condition.

THIS EASEMENT AGREEMENT shall be binding upon the heirs, successors and assigns of the parties hereto, including any future owners of the subject property.

AND BY THESE PRESENTS, the Grantor does specially warrant and agree to defend the property interest conveyed hereby.

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

ATTEST:

Renea Flexer  
Name (Printed): Renea Flexer  
Title: Township Secretary

LOWER MACUNGIE TOWNSHIP

By: Bruce E Fosselman  
Name (Printed): Bruce E. Fosselman  
Title: Township Manager

ATTEST:

Kathy A. Martin  
~~Bradford E. Landon, Solicitor~~  
Kathy A. Martin  
Human Resources Manager

LEHIGH COUNTY AUTHORITY

By: Liesel M. Gross  
~~Arnel M. Arndt, General Manager~~  
Liesel M. Gross  
Chief Executive Officer

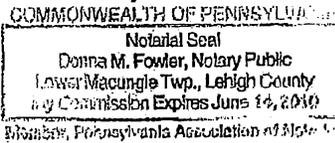
COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF LEHIGH :

On this the 9th day of March, <sup>2010</sup>~~2009~~ before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared BRUCE E. FOSSELMAN, who acknowledged himself/herself to be the TOWNSHIP MANAGER of Lower Macungie Township, a Pennsylvania township of the first class, and that (s)he as such official, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the township by himself/herself as such official.

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

Donna M. Fowler

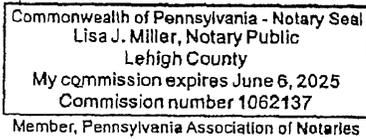
Notary Public



COMMONWEALTH OF PENNSYLVANIA :  
 : SS  
COUNTY OF LEHIGH :

On this the 3<sup>rd</sup> day of November 2021 before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Liesel M. Gross, who acknowledged herself to be the Chief Executive Officer of Lehigh County Authority, a municipal authority, and that she as such Chief Executive Officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the authority by herself as Chief Executive Officer.

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



Lisa J. Miller  
Notary Public

I hereby certify that the precise address of the Grantee herein is Lehigh County Authority, 1053 Spruce Road, P.O. Box 3348, Allentown, PA 18106-0348.

Korly Sella

**Martin, Bradbury & Griffith, Inc.**  
CONSULTING ENGINEERS - PLANNERS - LAND SURVEYORS  
1201 WASHINGTON STREET - ALLENTOWN, PENNSYLVANIA 18102  
PHONE (610) 437-6300  
FAX (610) 437-1320

October 18, 2006  
Ref: 0921-000  
0921-000-46

**DESCRIPTION OF A WATER LINE EASEMENT**  
**THROUGH THE NORTH RECREATION AREA OF THE**  
**HARVEST FIELDS SUBDIVISION**  
**LOWER MACUNGIE TOWNSHIP, LEHIGH COUNTY, PENNSYLVANIA**

ALL THAT CERTAIN 20-foot wide strip of land known as a water line easement through the northern recreation area of the Harvest Fields Subdivision between Lots 3 and 4, of Block K of Harvest Fields and an existing 30-foot wide water line easement along the westerly property line of the said north recreation area of the Harvest Fields Subdivision situate in Lower Macungie Township, Lehigh County and Commonwealth of Pennsylvania, bounded and described as follows to wit:

BEGINNING at a corner, said corner being the intersection of a common property line between Lots 3 and 4 of Block K of the Harvest Fields Subdivision with the easterly property line of the north recreation area of the Harvest Fields Subdivision;

THENCE, along the westerly property line of Lot 4, Block K of the Harvest Fields Subdivision, South 11° 47' 18" East, 10.00 feet to a corner;

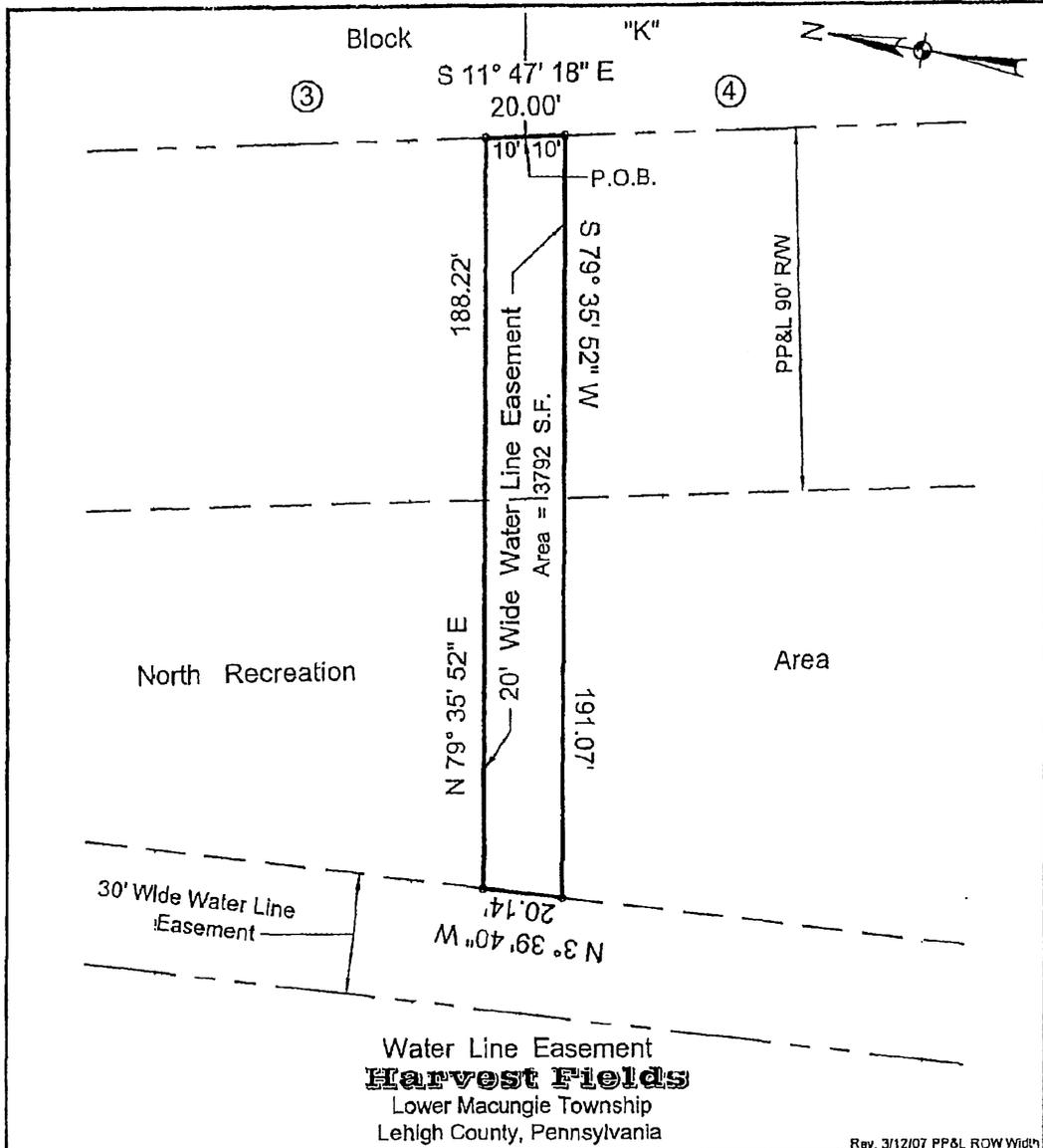
thence, through the north recreation area of the Harvest Fields Subdivision, South 79° 35' 52" West, 191.07 feet to a corner;

thence, along the easterly portion of an existing 30-foot wide water line easement located along the westerly property line of the Harvest Fields Subdivision, North 3° 39' 40" West, 20.14 feet to a corner;

thence, through the north recreation area of the Harvest Fields Subdivision, North 79° 35' 52" East, 188.22 feet to a corner;

thence, along the westerly property line of Lot 3, Block K of the Harvest Fields Subdivision, South 11° 47' 18" East, 10.00 feet to the place of BEGINNING.

CONTAINING: 3,792 SQUARE FEET  
EXHIBIT A



Water Line Easement  
**Harvest Fields**  
 Lower Macungie Township  
 Lehigh County, Pennsylvania

Rev. 3/12/07 PP&L ROW Width

<b>M</b> ARTIN <b>B</b> RADBURY & <b>G</b> RIFFITH, INC.		<b>C</b> ONSULTING <b>E</b> NGINEERS <b>L</b> AND <b>S</b> URVEYORS (610) 437-6300 <b>P</b> LANNERS Fax (610) 437-1320		
1201 Washington Street ----- Allentown, PA 18102				
Date	Scale	Drawn by	Plan Number	Sheet Number
10/19/06	1" = 40'	NWK	0921	1 OF 1

EXHIBIT B

**RE** pennsylvania  
DEPARTMENT OF REVENUE (EX) MOD 06-19 (FI)

1830019105

**RECORDER'S USE ONLY**

**REV-183**  
BUREAU OF INDIVIDUAL TAXES  
PO BOX 280603  
HARRISBURG, PA 17128-0603

**REALTY TRANSFER TAX  
STATEMENT OF VALUE**  
COMPLETE EACH SECTION

State Tax Paid: \_\_\_\_\_  
Book: \_\_\_\_\_ Page: \_\_\_\_\_  
Instrument Number: \_\_\_\_\_  
Date Recorded: \_\_\_\_\_

**SECTION I TRANSFER DATA**

Date of Acceptance of Document 11/08/2021			
Grantor(s)/Lessor(s) Lower Macungie Township	Telephone Number	Grantee(s)/Lessee(s) Lehigh County Authority	Telephone Number
Mailing Address 3400 Brookside Road		Mailing Address 1053 Spruce Street	
City Allentown	State PA	ZIP Code 18106	City Wescosville
			State PA
			ZIP Code 18106

**SECTION II REAL ESTATE LOCATION**

Street Address Eagle Street	City, Township, Borough Lower Macungie Township
County Lehigh	School District East Penn
	Tax Parcel Number 547563310968 1

**SECTION III VALUATION DATA**

Was transaction part of an assignment or relocation?  YES  NO

1. Actual Cash Consideration 10.00	2. Other Consideration + 0.00	3. Total Consideration = 10.00
4. County Assessed Value 53,700.00	5. Common Level Ratio Factor x 1.38	6. Computed Value = 74,106.00

**SECTION IV EXEMPTION DATA - Refer to instructions for exemption status**

1a. Amount of Exemption Claimed \$ 74,106.00	1b. Percentage of Grantor's Interest in Real Estate 0 %	1c. Percentage of Grantor's Interest Conveyed 0 %
---	--	--

2. Fill in the Appropriate Oval Below for Exemption Claimed.

Will or intestate succession. \_\_\_\_\_ (Name of Decedent) \_\_\_\_\_ (Estate File Number)

Transfer to a trust. (Attach complete copy of trust agreement and all amendments.)

Transfer from a trust. (Attach complete copy of trust agreement and all amendments.)

Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)

Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)

Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)

Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)

Statutory corporate consolidation, merger or division. (Attach copy of articles.)

Other (Provide a detailed explanation of exemption claimed. If more space is needed attach additional sheets.)  
This is an Easement Agreement and is, therefore, tax exempt.

**SECTION V CORRESPONDENT INFORMATION - All inquiries may be directed to the following person:**

Karley Sebia, Esquire	Telephone Number (610) 332-0390
Mailing Address One West Broad Street, Suite 700	City Bethlehem
	State PA
	ZIP Code 18018

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party: *Karley Sebia* Date: 11/08/2021

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.



1830019105

1830019105

**ANDREA E. NAUGLE**  
**LEHIGH COUNTY CLERK OF JUDICIAL RECORDS**



**Recorder of Deeds Division**  
**Karen S. Collura, Chief Deputy**  
**Lehigh County Courthouse**  
**455 W. Hamilton Street - Room 122**  
**Allentown, PA 18101-1614**  
**(610) 782-3162**

**\*RETURN DOCUMENT TO:**  
KING, SPRY, HERMAN, FREUND & FAUL, LLC  
1 WEST BROAD STREET, SUITE 70  
BETHLEHEM, PA 18018

**Instrument Number - 2021048322**  
Recorded On 11/9/2021 At 3:24:56 PM

\* Instrument Type - EASEMENT

Invoice Number - 468760      User ID: PBS

**\*Total Pages - 8**

\* Grantor - LOWER MACUNGIE TOWNSHIP LEHIGH COUNTY AUTHORITY

\* Grantee - LEHIGH COUNTY AUTHORITY LOWER MACUNGIE TOWNSHIP

\* Customer - KING, SPRY, HERMAN, FREUND & FAUL, LLC

**\* FEES**

STATE WRIT TAX	\$0.50
STATE JCS	\$40.25
RECORDING FEES	\$19.00
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
UPI CERTIFICATION FEES	\$10.00
TOTAL PAID	\$74.75

I hereby CERTIFY that this document is  
Recorded in the Recorder of Deeds Office  
of Lehigh County, Pennsylvania



Andrea E. Naugle  
Clerk of Judicial Records  
Recorder of Deeds Division

**LCGIS Registry UPI Certification**  
**On November 9, 2021 By LY**

THIS IS A CERTIFICATION PAGE

**Do Not Detach**

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

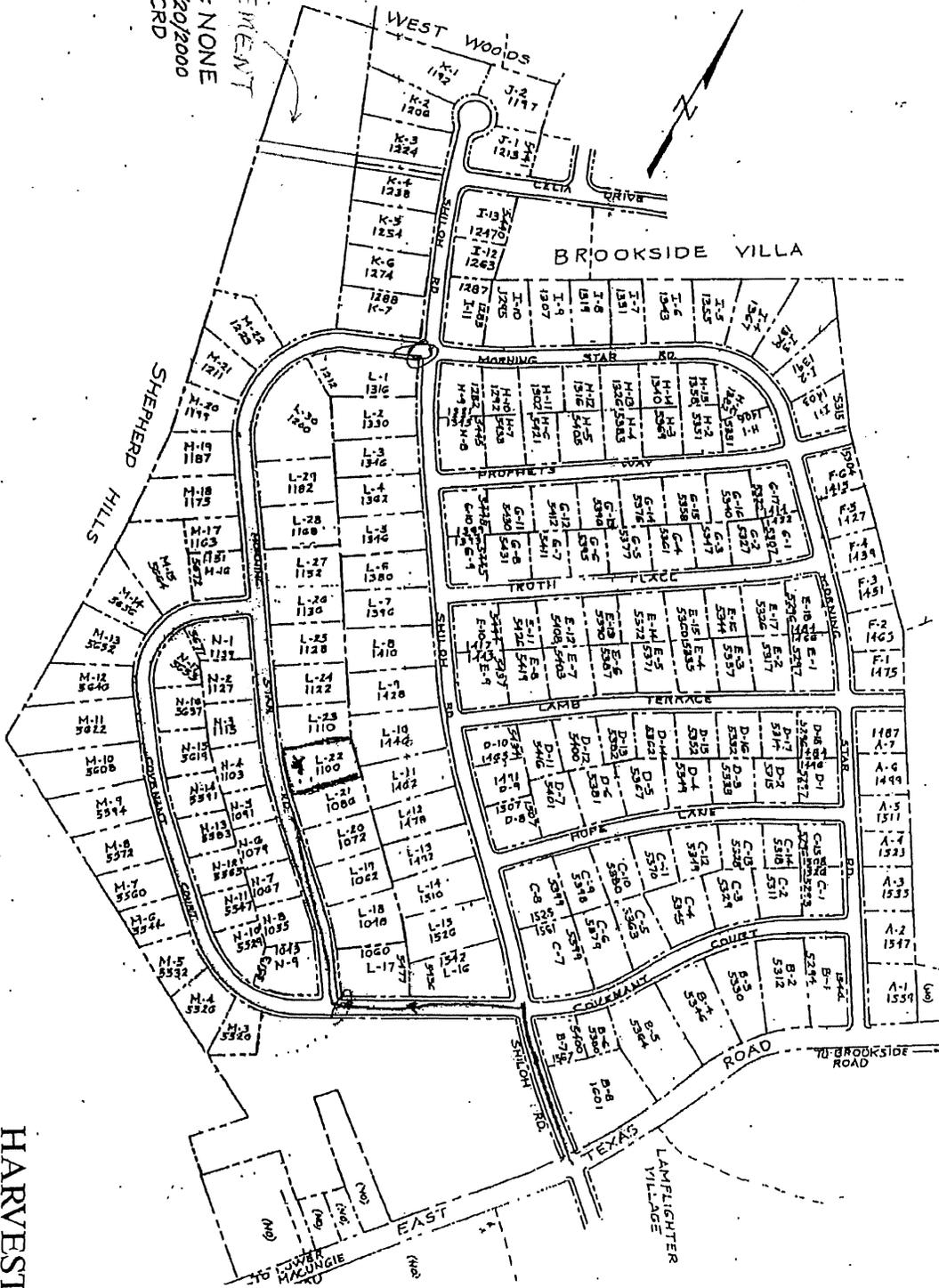
\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

**INSTRUMENT NUMBER - 2021048322**



# EXHIBIT "B"

ENCLOSURE  
SCALE: NONE  
DATE: 9/20/2000  
BY: CRD



HARVEST FIELDS  
LOWER MACUNGIE TOWNSHIP