

Prepared by: PPL Electric Utilities
Return to: PPL Electric Utilities
ROW Department
John Shattah
jashattah@pplweb.com
(610) 984-7134

PARID: J9 12 1 0311E

Property Address: 3800 Sullivan Trail, Easton PA, 18040

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

Form 4337 (8/2014)

W.O. Number:							
1	3	8	9	7	7	1	0



GRANT OF RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS, That Lehigh-Northampton Airport Authority, a municipal authority of Pennsylvania hereinafter called "GRANTOR", intending to be legally bound, does hereby for itself and its successors and assigns grant unto **PPL ELECTRIC UTILITIES CORPORATION ("PPL")**, its successors and assigns, the right to construct, reconstruct, operate and maintain its electric and communication facilities consisting of **ONE (1) anchor guy, and overhead facilities** as shown on the plan hereto attached and made a part hereof including such other wires, cables, fixtures and apparatus necessary for the convenient transaction of the business of PPL, upon, across, over, under and along the property identified as County Tax Parcel No. J9 12 1 0311E which the undersigned owns or has any interest located along Sullivan Trail situate in the Township of Forks, County of Northampton, Commonwealth of Pennsylvania; including the right of ingress and egress to and from the said lines for any of the aforesaid purposes; also the right to cut down any and all trees within five (5) feet each side of centerline of the electric/communication line and the right to trim any and all trees within five (5) Feet each side of centerline of the electric/communication line and to remove brush along said lines which in the judgment of said PPL menace the said lines; and also the right to permit the attachment of wires and cables of any other person or company to said poles. Any poles or facilities erected hereunder along a highway, whether within or outside the highway limits, may be relocated to conform to new or relocated highway limits. PPL shall restore the property to substantially the same condition that the property was in prior to installation, maintenance or repair of the electric facilities. The right to cut down, trim and remove and to keep cut down and removed any and all trees adjoining or outside the Right of Way Area to what PPL refers to as danger trees. A danger tree is a tree located outside of the Right of Way Area that could pose a danger to PPL's facilities if it fell and exhibits one or a combination of the following characteristics: 1) excessive lean toward PPL 's facilities; 2) diseased, decayed, weak or otherwise structurally damaged; 3) shallow or eroded roots; 4) subject to excessive windthrow; or 5) excessive height which in the judgment of PPL, its successors, assigns and lessees, may or could potentially at any time interfere with the construction, reconstruction, maintenance or operation of PPL facilities 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 the right to apply targeted low-volume cut surface treatment in order to control and prevent the re-growth of woody plant species.

A copy of this agreement and an acceptance hereof by PPL shall be filed by PPL with the Pennsylvania Public Utility Commission, and this agreement shall thereafter become effective in accordance with the provisions of the Public Utility Law.

**Addendum
PPL Electric Utilities
Right of Way Agreement Amendments
FAA Facilities/Queen City Airport/Braden Airpark/Lehigh Valley International
Airport/Pad-Mounted Transformer and Overhead Wires and Underground Facilities
W.O. 12938184**

PPL Electric Utilities (“PPL”) agrees to comply with all federal or state laws, ordinances, rules and regulations including the Federal Aviation Administration Regulations Title 14 CFR Part 77 and Terminal Instrument Procedures (TERPS) and the requirements relative to any existing and future height limitations. PPL’s compliance shall include taking any remedial action(s) at PPL’s sole cost as may be required to comply with airspace impact review findings and changes to all the above mentioned imaginary surfaces. PPL shall, where required by law, file a notice consistent with the requirements of Federal Aviation Administration Title 14 CFR Part 77 prior to constructing any maintenance or improvement within the easement area subject to this Grant of Right-Of-Way. The Grantor shall have the right to take any action necessary to prevent the erection of any structure or other object into the airspace above such limitation, together with the right of ingress and egress to the easement area subject to this Grant of Right-Of-Way for that purpose.

PPL agrees to subordinate its rights under this Grant of Right-Of-Way to airport use and development and shall not use the easement area for any purpose which would interfere with landing or taking off of aircraft at Queen City Airport, Lehigh Valley International Airport or Braden Airpark or otherwise constitute an airport hazard, such as but not limited to purposes which will:

1. Produce electrical interference with radio communications;
 2. Interfere with pilot’s ability to distinguish between airport lights and other illuminations;
 3. Project glare in the eyes of pilots;
 4. Impair visibility in the vicinity of the airport;
 5. Otherwise endanger the landing, taking off and maneuvering of aircraft.
- PPL shall provide at least twenty-four (24) hour notice to Grantor prior to entering upon the lands of Grantor unless there is an emergency, in which case PPL shall provide notice to Grantor immediately prior to entering upon the lands of Grantor.

PPL shall obtain approval from Grantor, which shall not be unreasonably withheld, before gaining access to the Air Operations Area or other secured area. Before gaining access to the Air Operations Area or other secured area, PPL, its agents, servants, employees, representatives, contractors or invitees shall obtain an appropriate Airport Identification and Access Control Badge. Persons not having such a Badge shall enter these areas only when escorted by an authorized person, as outlined in the Airport Authority’s Rules and Regulations and 14 CFR Part 139 & 49 CFR Part 1542, as may be amended.

The rights granted herein are non-exclusive and shall not be construed to interfere with or restrict Grantor’s paramount right to use the property for any and all public purposes, to fully use and enjoy the property, or construct and maintain property improvements in, over, under, across and through the easement area subject to this Grant of Right-Of-Way. At such time in the future as deemed necessary solely by the Grantor, the Grantor may enter and construct airport improvements (runways, taxiways, extensions, associated lighting, etc.) upon said easement area subject to this Grant of Right-of-Way. To the extent that Grantor’s airport improvements materially negatively interfere with PPL’s use of the Right-of-Way, Grantor shall provide PPL a suitable replacement Right-of-Way, and Grantor and PPL shall share equally all costs and expenses associated with PPL relocating its Right-of-Way and facilities.

This Grant of Right-of-Way is subject to all liens, encumbrances, covenants, conditions,

restrictions, reservations, contracts, leases and licenses pertaining to the property whether or not of record. The use of the word "grant" shall not imply any warranty on the part of Grantor.

Grantor expressly reserves a reversionary interest in this Grant of Right-Of-Way. In the event PPL should abandon the easement area subject to this Grant of Right-of-Way while Grantor continues to fully use and enjoy the easement area property, then all rights connected herewith shall terminate and revert to Grantor in accordance with the Grantor's interest in real property and Grantor may take any action(s) necessary to perfect such reversion. Upon termination and reversion as stated, PPL shall execute and deliver a recordable instrument of conveyance returning the herein described rights to the Grantor and releasing any and all rights which may have been conveyed hereby and PPL shall remove all equipment, structures, and facilities and restore the property to substantially the same condition that the property was in prior to installation, maintenance, or repair of the equipment, structures, and facilities permitted herein.

Upon the request of the Grantor, PPL shall relocate its equipment, structures, and facilities in the easement area subject to this Grant of Right-of-Way to a new location as determined by Grantor in its sole discretion. Grantor and PPL shall share equally all costs and expenses associated with PPL relocating the equipment and facilities to the new location.

PPL for itself and its successors, does hereby covenant, promise and agree to defend, indemnify and save harmless the Grantor, its Board of Governors, officers, directors, employees, agents, servants, assigns lessees and affiliates (hereinafter "Indemnified Parties") from any suits, actions, allegations, and claims (actual or threatened) and all loss, damage or injury that may be caused by reason of the construction, reconstruction, operation or maintenance or repair of PPL's equipment, structures or facilities on the property of the Grantor, except to the extent that such loss, damage or injury arises out of or results from the negligence or willful misconduct of Grantor or its employees or agents.

This Grant of Right-Of-Way shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

[Signatures Next Page]

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties have executed this Agreement the day and year first above written:

**Lehigh-Northampton
Airport Authority**

By:

Witness: Sylvette Righi



Name: Thomas Stoudt
Title: Executive Director

PPL ELECTRIC UTILITIES

Witness: [Handwritten Signature]



Name: Allison Sheehe
Title: Right-of-Way Supervisor

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Lehigh) : SS

On this 25th day of February, 2025 before me, the undersigned officer, personally appeared Thomas Stoudt who acknowledged himself/herself to be the Executive Director of Lehigh-Northampton Airport Authority, a municipal authority, and that he/she as such Executive Director, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as Executive Director.

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

Commonwealth of Pennsylvania - Notary Seal
Sylvette L. Righi, Notary Public
Lehigh County
My commission expires September 16, 2029
Commission number 1263278
Member, Pennsylvania Association of Notaries

Sylvette Righi
Notary Public

Do not write below this line

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF Lehigh ; SS

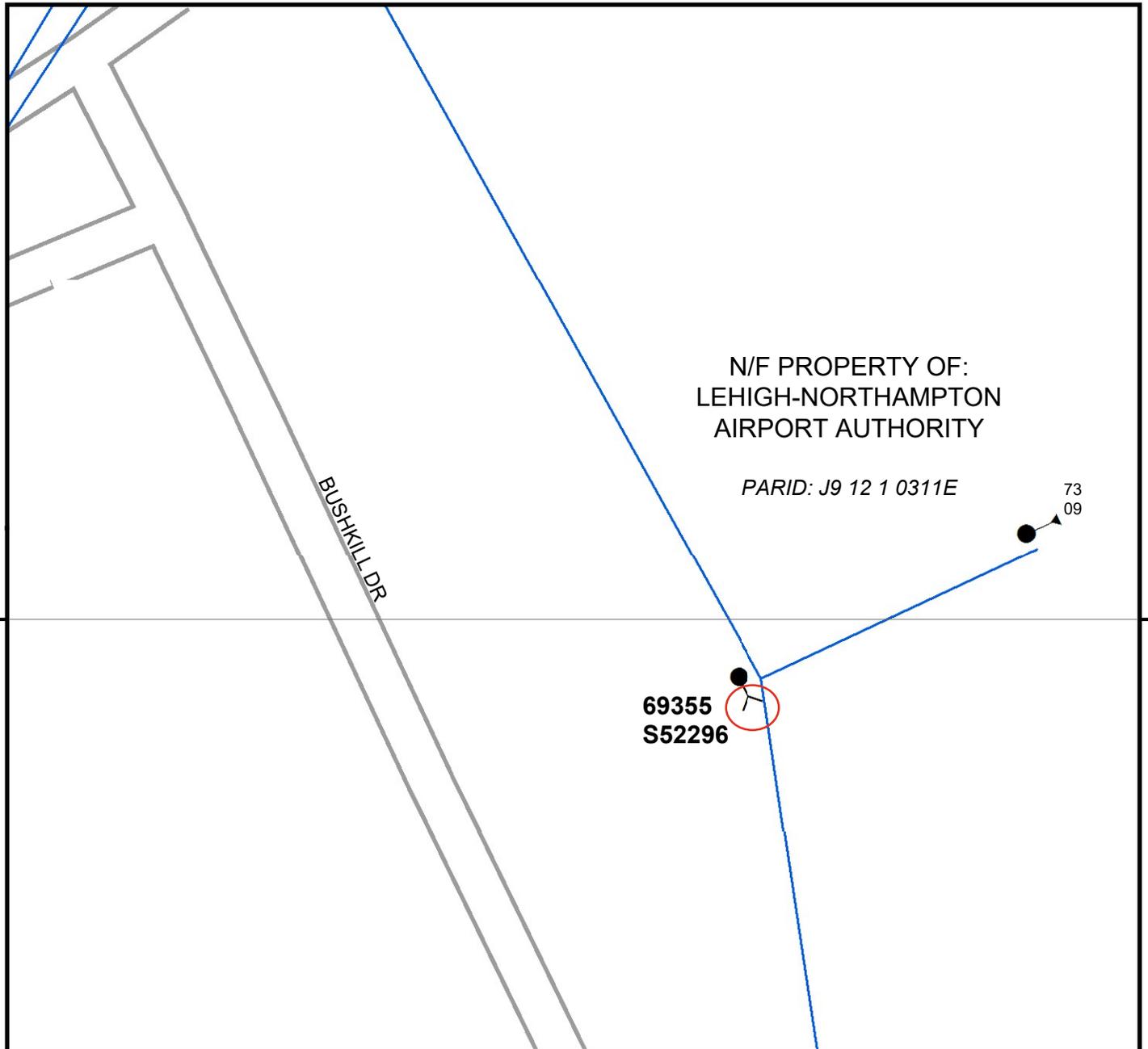
On this 3rd day of MARCH, 202~~5~~⁶ before me, the undersigned officer, personally appeared Allison Sheehe who acknowledged himself/herself to be the Supervisor - Right of Way of PPL Electric Utilities, a corporation, and that she as such Supervisor - Right of Way, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Supervisor - Right of Way.

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

Commonwealth of Pennsylvania - Notary Seal
Jhon A. Shattah, Notary Public
Lehigh County
My commission expires November 29, 2026
Commission number 1430947
Member, Pennsylvania Association of Notaries

John Shattah
Notary Public

Do not write below this line



Not for Construction

Legend	
	Anchor Guy, Existing
	Anchor Guy, Proposed
	Pole, Existing
	Overhead Wires, Existing
	Overhead Wires, Existing

WO/Design: 13897710/347408	PLAN SHOWING FACILITIES ON PROPERTY OF:	
ER: 13897710	LEHIGH-NORTHAMPTON AIRPORT AUTHORITY	
SR:	FORKS TWP	NORTHAMPTON COUNTY
SCALE: None	PPL Electric Utilities Corporation ALLENTOWN, PENNA.	
DATE: 12/9/2025	APPROVAL:	DATE:
ENGR: Gladu, Allison	SIGNATURE:	
	SKETCH NO.:	WO 13897710 - ROW 02