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**E-File**

July 12, 2017

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

**Re: PPL Electric Utilities Corporation Agreement;  
Millersburg Area Authority  
Millersburg, Dauphin County, Pennsylvania**

Dear Secretary Chiavetta:

Enclosed for filing on behalf of PPL Electric Utilities Corporation ("PPL Electric") is an Agreement between PPL Electric and the Millersburg Area Authority located in Millersburg, 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 July 12, 2017, 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,

Kimberly A. Klock

Enclosure

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

**Prepared by and return to:**  
**PPL Electric Utilities Corporation**

**Attn:** Jeff Eberwein

**Project Name:** Sunbury-Dauphin

**Phone:** 610-774-5458

**Address:** 2 North 9<sup>th</sup> Street GENN4  
Allentown, PA 18101

**Parcel ID#:** 65-022-060

### Amendment of Public Utility Easement

Know all Men by these Presents, That Millersburg Area Authority, a Municipal Authority duly organized and existing according to the laws of the Commonwealth of Pennsylvania, of 101 W St., Millersburg, located in Dauphin County, Commonwealth of Pennsylvania 17061,

hereinafter referred to as "GRANTOR", in consideration of the sum of One Dollar (\$1.00) and other consideration, paid at the date hereof by **PPL ELECTRIC UTILITIES CORPORATION**, hereinafter referred to as "PPL", the receipt whereof being hereby acknowledged, and in lieu of condemnation, does hereby irrevocably grant and convey unto PPL, its successors, assigns and lessees, the right to construct, operate and maintain, and from time to time to reconstruct its overhead and underground electric transmission, distribution and communication lines, including but not limited to such poles, towers, guys, anchors, cables, wires, fiber optics, fixtures and apparatus above and below ground, hereinafter referred to as "electric and communication lines," that may be from time to time necessary for the convenient transaction of the business of said PPL, its successors, assigns and lessees, upon, across, over, under, along and within strip(s) of land, not to exceed 100 feet in width, said strip(s) being a part of the property which GRANTOR owns or in which GRANTOR has any interest in the            Township of Upper Paxton, County of Dauphin, Commonwealth of Pennsylvania (as further described in certain deed dated June 26, 1996 and recorded in the Office for Recording of Deeds in and for Dauphin County in Deed Book 2249 Page 21) (the "GRANTOR property"); as shown on plan hereto attached and made a part hereof, including the right of ingress and egress over and across the GRANTOR property to and from the said strip(s) of land at all times for any of the purposes aforesaid; 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 now or hereafter growing on or within said strip(s) of land, as well as the right to cut down, trim and remove and to keep cut down and removed any and all trees adjoining or outside the strip(s) 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 the said electric and communication lines 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 treat said brush and undergrowth with herbicides labeled to allow their use for the removal and control of said vegetation.

And further, in consideration of said payments, GRANTOR does hereby understand, covenant and agree to and PPL, do hereby covenant and agree for with PPL, its successors, assigns and lessees, that no buildings, swimming pools or any other improvements or structures whatsoever shall be built, constructed or placed on, under or within said strip(s) of land; that no inflammable or explosive materials of any kind shall be stored on, under or within said strip(s) of land; and that PPL, its successors, assigns and lessees, shall be informed of any proposed changes in use of the land or changes in grade located on, under or within the said strip(s).

It is further understood and agreed that said PPL, its successors, assigns and lessees, shall not be limited in its or their enjoyment of the rights hereby granted for such electric and communication lines as may be first constructed on said strip(s) of land, but shall have, at all times in the future, the right to construct, operate and maintain, and from time to time to reconstruct, additional electric and communication lines of any type necessary for the convenient transaction of the business of PPL upon, across, over, under, along and within the said strip(s) of land.

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. § 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.

This Amendment of Public Utility Easement amends and replaces in its entirety the Grant of Public Utility Easement granted by Jacob A. Zimmerman and Margaret E. Zimmerman, dated April 5, 1949, and recorded in the Dauphin County Recorder of Deeds Office at Deed Book Q Volume 6 Page 569 ("Original Easement"). As of the date that this Amendment of Public Utility Easement is executed the Original Easement shall cease to be of any force and effect, and all of PPL's rights shall be governed in accordance with the terms hereof.

In Witness Whereof, said GRANTOR has caused this agreement to be executed in its corporate

name by its proper officers, this 7<sup>th</sup> day of June, 2017.

