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**E-File**

August 10, 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;  
Pequea Valley School District, Kinzers  
Lancaster County, Pennsylvania (Parcel ID #3506641000000)**

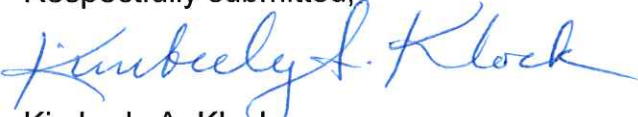
Dear Secretary Chiavetta:

Enclosed for filing on behalf of PPL Electric Utilities Corporation ("PPL Electric") is an Agreement between PPL Electric and the Pequea Valley School District located in Kinzers, Lancaster County, Pennsylvania. This agreement is being filed pursuant to 66 Pa. C.S.A. § 507.

Pursuant to 52 Pa. Code § 1.11, the enclosed document is to be deemed filed on August 10, 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

Project Name: Morgantown 2-Kinzer 13 Tie

Attn: Jeff Eberwein

Phone: 610-774-5458

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

Parcel ID#: 3506641000000

## Amendment of Public Utility Easement

Know all Men by these Presents, That Pequea Valley School District, a school district existing under the laws of the Commonwealth of Pennsylvania, of 166 South New Holland Road, Kinzers, located in Lancaster County Commonwealth of Pennsylvania 17535,

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 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 Leacock County of Lancaster, Commonwealth of Pennsylvania (as further described in certain deeds dated January 4, 1984 and recorded in the Office for Recording of Deeds in and for Lancaster County in Deed Book W Volume 88 Page 503 #3 and #4 and May 21, 1985 and recorded in the Office for Recording of Deeds in and for Lancaster County In Deed Book Y Volume 91 Page 248 #4) (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 of 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 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 located on, or changes in grade under or within the said strip(s).

It is further understood and agreed that 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 Grant of Public Utility Easement shall be binding on GRANTOR and PPL and his/her/their/its heirs, executors, administrators, successors and/or assigns.

**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 Emanuel F. King and Rebecca K. King, dated March 25, 1952, and recorded in the Lancaster County Recorder of Deeds Office at Deed Book F Volume 42 Page 78 and Harvey L. Heller and Marie Kreider Heller, dated March 21, 1952, and recorded in the Lancaster County Recorder of Deeds Office at Deed Book F Volume 42 Page 490 ("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 and day of May, 2017.





BUREAU OF  
BUSINESS TRUST FUND TAXES  
PO BOX 280901  
HARRISBURG, PA 17128-0901

**PENNSYLVANIA EXEMPTION  
CERTIFICATE**

**CHECK ONE:**

- STATE OR LOCAL SALES AND USE TAX
- STATE OR LOCAL HOTEL OCCUPANCY TAX
- PUBLIC TRANSPORTATION ASSISTANCE TAXES AND FEES (PTA)
- VEHICLE RENTAL TAX (VRT)

(Please Print or Type)

This form cannot be used to obtain a Sales Tax Account ID, PTA Account ID or Exempt Status.

Read Instructions  
On Reverse Carefully

**THIS FORM MAY BE PHOTOCOPIED - VOID UNLESS COMPLETE INFORMATION IS SUPPLIED**

**CHECK ONE:**  PENNSYLVANIA TAX UNIT EXEMPTION CERTIFICATE (USE FOR ONE TRANSACTION)  
 PENNSYLVANIA TAX BLANKET EXEMPTION CERTIFICATE (USE FOR MULTIPLE TRANSACTIONS)

Name of Seller, Vendor or Lessor

Street	City	State	ZIP Code
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**NOTE:** Do not use this form for claiming an exemption on the registration of a vehicle. To claim an exemption from tax for a motor vehicle, trailer, semi-trailer or tractor with the PA Department of Transportation, Bureau of Motor Vehicles, use one of the following forms:  
 FORM MV-1, Application for Certificate of Title (first-time registrations)  
 FORM MV-4ST, Vehicle Sales and Use Tax Return/Application for Registration (other registrations)

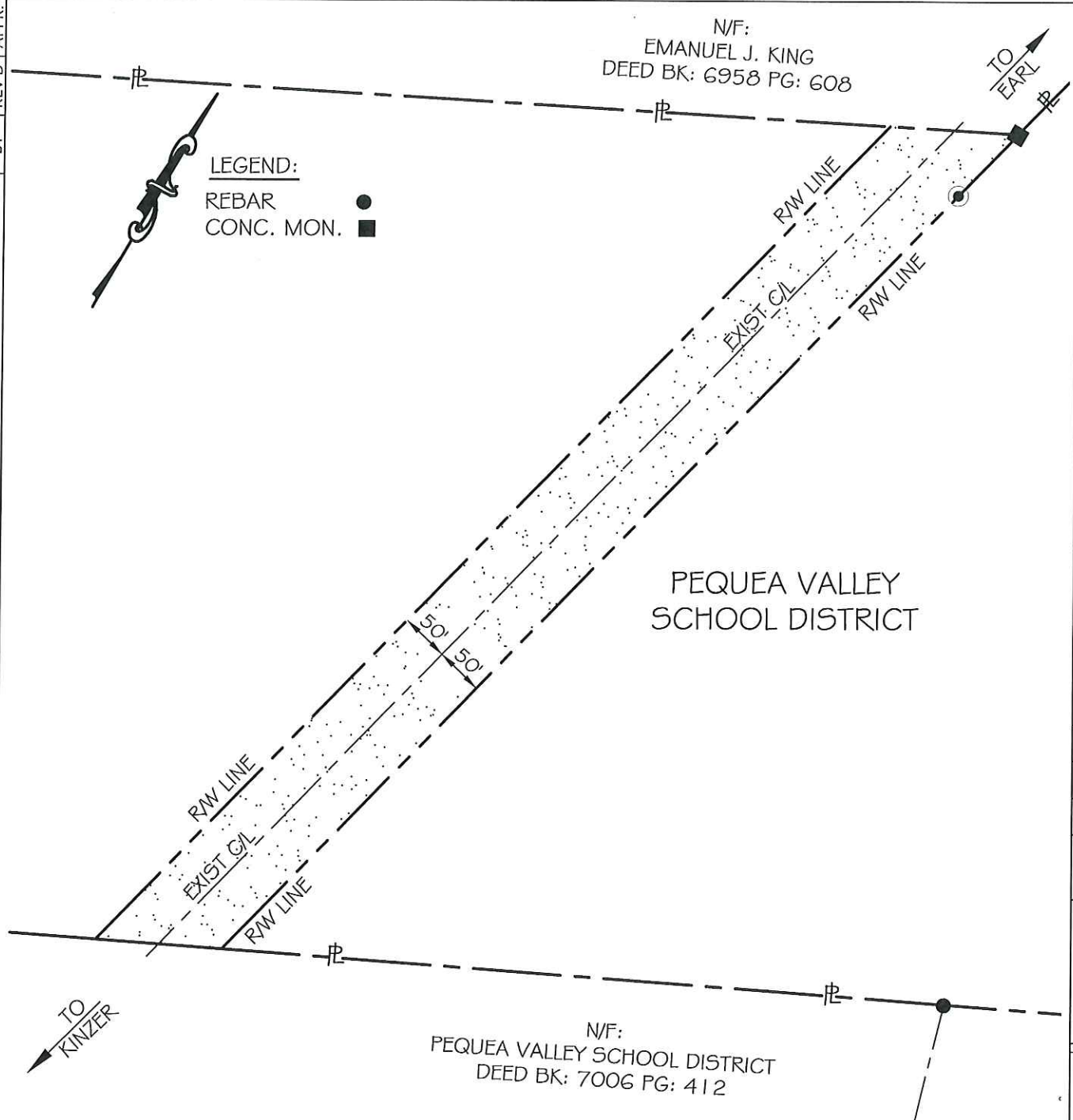
Property and services purchased or leased using this certificate are exempt from tax because: (Select the appropriate paragraph from the back of this form, check the corresponding block below and insert information requested.)

- 1. Property or services will be used directly and predominately by purchaser in performing purchaser's operation of: \_\_\_\_\_
- 2. Purchaser is a/an: \_\_\_\_\_
- 3. Property will be resold under Account ID \_\_\_\_\_ (If purchaser does not have a PA Sales Tax Account ID, include a statement under Number 7 explaining why a number is not required.)
- 4. Purchaser is a/an: School District holding Exemption Account ID [REDACTED]
- 5. Property or services will be used directly and predominately by purchaser performing a public utility service.  
 PA Public Utility Commission PUC Number \_\_\_\_\_ and/or  U.S. Department of Transportation MC/MX \_\_\_\_\_
- 6. Exempt wrapping supplies, Account ID \_\_\_\_\_ (If purchaser does not have a PA Sales Tax Account ID, include a statement under Number 7 explaining why a number is not required.)
- 7. Other \_\_\_\_\_  
 (Explain in detail. Additional space on reverse side.)

I am authorized to execute this certificate and claim this exemption. Misuse of this certificate by seller, lessor, buyer, lessee or their representative is punishable by fine and imprisonment.

Name of Purchaser or Lessee	Signature	EIN	Date
Pequea Valley School District	<i>John A. Bowden</i>	[REDACTED]	
Street	City	State	ZIP Code
166 S New Holland Rd, POB 130	Kinzers	PA	17535

- 1. ACCEPTANCE AND VALIDITY:**  
 For this certificate to be valid, the seller/lessor shall exercise good faith in accepting this certificate, which includes: (1) the certificate shall be completed properly; (2) the certificate shall be in the seller/lessor's possession within 60 days from the date of sale/lease; (3) the certificate does not contain information which is knowingly false; and (4) the property or service is consistent with the exemption to which the customer is entitled. For more information, refer to Exemption Certificates, Title 61 PA Code §32.2. An invalid certificate may subject the seller/lessor to the tax.
- 2. REPRODUCTION OF FORM:**  
 This form may be reproduced but shall contain the same information as appears on this form.
- 3. RETENTION:**  
 The seller or lessor must retain this certificate for at least four years from the date of the exempt sale to which the certificate applies.  
**DO NOT RETURN THIS FORM TO THE PA DEPARTMENT OF REVENUE.**
- 4. EXEMPT ORGANIZATIONS:**  
 This form may be used in conjunction with form REV-1715, Exempt Organization Declaration of Sales Tax Exemption, when a purchase of \$200 or more is made by an organization which is registered with the PA Department of Revenue as an exempt organization. These organizations are assigned an exemption number, beginning with the two digits 76 (example: 76-00000-0).



**LEGEND:**  
 REBAR ●  
 CONC. MON. ■

PLAN AND PROFILE

N SHARE

C SORTS

LOC CODE

LOC CODE

LOC CODE

09140 PRIMARY LOC CODE

Agreement Dated \_\_\_\_\_  
 Copy of this Plan Received By \_\_\_\_\_  
 Date \_\_\_\_\_

NOTE: FOR EXACT LOCATION OF R/W AND/OR FACILITIES WITHIN THE R/W, CONTACT THE LOCAL PPL ELECTRIC UTILITIES CORPORATION OFFICE.



NO.	DATE	REV'D- WFB
	BY- RRC	SCALE- NONE
ACCT.	ACCT.- 10026165	ECN/FCN
	ECN #- 8203	REVISION
BY	REVD	APPR.

ACCT. - 10026165		<b>EARL - KINZER 69KV TRANSMISSION LINE</b> PLAN SHOWING ELECTRIC LINE RIGHT OF WAY OVER PROPERTY OF PEQUEA VALLEY SCHOOL DISTRICT DEED BOOK: W VOLUME 91 , PAGE: 503	
ECN # - 8203			
SCALE - NONE		LEACOCK TOWNSHIP	
BY - RRC		LANCASTER COUNTY, PA.	
REV'D - WFB		APPROVAL MICHAEL J. SKOKOSKI	DATE 06-14-2017
AC	A	DRAWING NO.	
CAD ID	FORMAT	<b>EU0527254</b>	
		SHEET NO.	REVISION
		1	0