

Amy E. Hirakis
Counsel

PPL
Two North Ninth Street
Allentown, PA 18101-1179
Tel. 610.774.4254 Fax 610.774.4102
AEHirakis@pplweb.com



E-File

May 25, 2018

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

**Re: PPL Electric Utilities Corporation Amendment of Easement;
KBM Regional Authority
Carbon County, Pennsylvania**

Dear Secretary Chiavetta:

Enclosed for filing on behalf of PPL Electric Utilities Corporation ("PPL Electric") is an Amendment of Easement between PPL Electric and KBM Regional Authority located in McAdoo, Carbon 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 May 25, 2018, 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,


Amy E. Hirakis

Enclosure

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

Prepared by and return to:

PPL Electric Utilities Corporation

Project Name: Sugar Notch – Consolidated Cigar Tap

Attn: Clay Spradlin

Phone: 610-774-6395

**Address: 2 North 9th Street GENN4
Allentown, PA 18101**

Parcel ID#: 131-4-A5.05

Amendment of Public Utility Easement

KNOW ALL MEN BY THESE PRESENTS, That KBM Regional Authority, a Pennsylvania municipal corporation, of 1056 Tresckow Road, McAdoo, located in Carbon County, Commonwealth of Pennsylvania 18237, 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 varying 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 Banks County of Carbon, Commonwealth of Pennsylvania (as further described in certain deeds dated December 12, 2000 and recorded in the Office for Recording of Deeds in and for Carbon County in Deed Book 916 Page 972) (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.

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

This Amendment of Public Utility Easement amends and replaces in its entirety the Grant of Public Utility Easement granted by Honeybrook Mine, Inc., dated November 10, 1969, and recorded in the Carbon County Recorder of Deeds Office at Deed Book 42 Page 717, and granted by Congar Manufacturing Company, Inc., dated November 16, 1987, and recorded in the Carbon County Recorder of Deeds Office at Deed Book 059 Page 110 ("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 21 day of February, 2018.

KBM Regional Authority

GRANTOR

WITNESS:

Arlene Burgess

By: [Signature]

Name: Andrew J. Ulicky

Title: CHAIRMAN

TITLE: TREASURER Joseph M. Stempko

Commonwealth of Pennsylvania)
County of Schuylkill : SS
~~Carbon~~)

On this Feb 21st day of FEBRUARY, 2018, before me, the undersigned officer, personally appeared JOSEPH M. STEMPKO who acknowledged himself to be the TREASURER of KBM Regional Authority And that he/she as such OFFICER, being authorized to do executed the foregoing instrument for the purposes stated therein.

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

[Signature]
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
William J. Slovik, Notary Public
McAdoo Boro, Schuylkill County
My Commission Expires June 13, 2018
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



BY REV'D APPR.

LEGEND:
 CONCRETE MON. ■

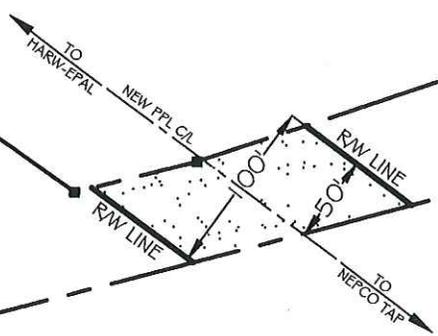


PLAN AND PROFILE

N/F
 FREYA LAND COMPANY
 D.B. 727, PG. 642

KBM REGIONAL AUTHORITY

N/F
 ALTADIS U.S.A., INC.
 D.B. 1044, PG. 87



N SHARE

C SORTS

LOC CODE

LOC CODE

LOC CODE

20455 PRIMARY LOC CODE

Agreement Dated _____
 Copy of this Plan Received By Andrew Ulichny
 Date 05/16/18

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



HARWOOD - CONSOLIDATED CIGAR LINE
 PLAN SHOWING ELECTRIC LINE RIGHT OF WAY OVER PROPERTY OF
 KBM REGIONAL AUTHORITY
 DEED BOOK 916, PAGE 972

BANKS TWP. CARBON COUNTY, PA.
 APPROVAL RUSSELL J. KONDISKO DATE 4/30/2018 PPL ELECTRIC UTILITIES

AC	A	DRAWING NO.	SHEET NO.	REVISION
CAD ID	FORMAT	EU00537321	1	0