

Kimberly A. Klock
Senior Counsel

PPL
Two North Ninth Street
Allentown, PA 18101-1179
Tel. 610.774.5695 Fax 610.774.6726
KKlock@pplweb.com



E-File

October 17, 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 to Easement Agreement;
Township of Middlesex
Cumberland County, Pennsylvania**

Dear Secretary Chiavetta:

Enclosed for filing on behalf of PPL Electric Utilities Corporation (“PPL Electric”) is an Amendment to an Easement Agreement between PPL Electric and the Township of Middlesex located in Cumberland 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 October 17, 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,

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: JCARP

Phone: 610-774-5458

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

Parcel ID#: 21-05-0429-020

Amendment of Public Utility Easement

KNOW ALL MEN BY THESE PRESENTS, That Township of Middlesex, a municipal corporation
organized and existing under the Laws of the Commonwealth of Pennsylvania, of 350 N. Middlesex Road, Carlisle,
located in Cumberland County, Commonwealth of Pennsylvania 17013,

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 "PPL Facilities", for PPL's use only, 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 100 feet in width, as shown on the plan attached hereto as Exhibit "A" and incorporated by reference herein, ("Easement Area"), said Easement Area being a part of the property which GRANTOR owns, or in which GRANTOR has

in the Township of Middlesex, County of Cumberland, Commonwealth of Pennsylvania (as further described in certain deed dated

March 16, 1968 and recorded in the Office for Recording of Deeds in and for Cumberland County in Deed Book T Volume 22 Page 364) (the "GRANTOR property"), as shown on

including the right of ingress and egress over and across the GRANTOR Property to and from the Easement Area 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 the Easement Area, 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 Easement Area 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 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 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 the Easement Area; that no flammable or explosive materials of any kind shall be stored on, under or within the Easement Area; and that PPL, its successors, assigns and lessees, shall be informed of any proposed changes in use of the land, or changes in grade under or within the Easement Area.

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 PPL Facilities as may be first constructed in the Easement Area, but shall have, at all times in the future, the right to construct, operate and maintain, and from time to time to reconstruct, additional PPL Facilities of any type necessary for the convenient transaction of the business of PPL upon, across, over, under, along and within the Easement Area.

This Amendment of Public Utility Easement shall be binding on GRANTOR and PPL and his/her/their/its heirs, executors, administrators, successors and/or assigns.

This Amendment of Public Utility Easement amends and replaces in its entirety the Grant of Public Utility Easement granted by Harry S. Eshenour and Amanda M. Eshenour, dated April 10, 1946, and recorded in the Cumberland County Recorder of Deeds Office at Miscellaneous Volume 82 Page 118 ("Original Easement"). As of the date that this Amendment of Public Utility Easement is recorded 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. Furthermore, PPL relinquishes all right to enforce the building and storage restriction contained in the Original Easement in the area identified as the "Building Restriction To Be Vacated By PPL" on the plan attached hereto and incorporated by reference herein.

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.

IN WITNESS WHEREOF, the undersigned has caused the execution hereof, this 3rd day of October, 2018.

Township of Middlesex

By: 

Witness

By: Eileen M. Gault

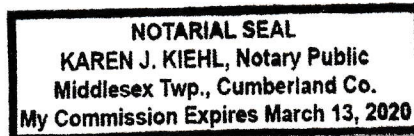
Title: Chairman Board of Supervisors

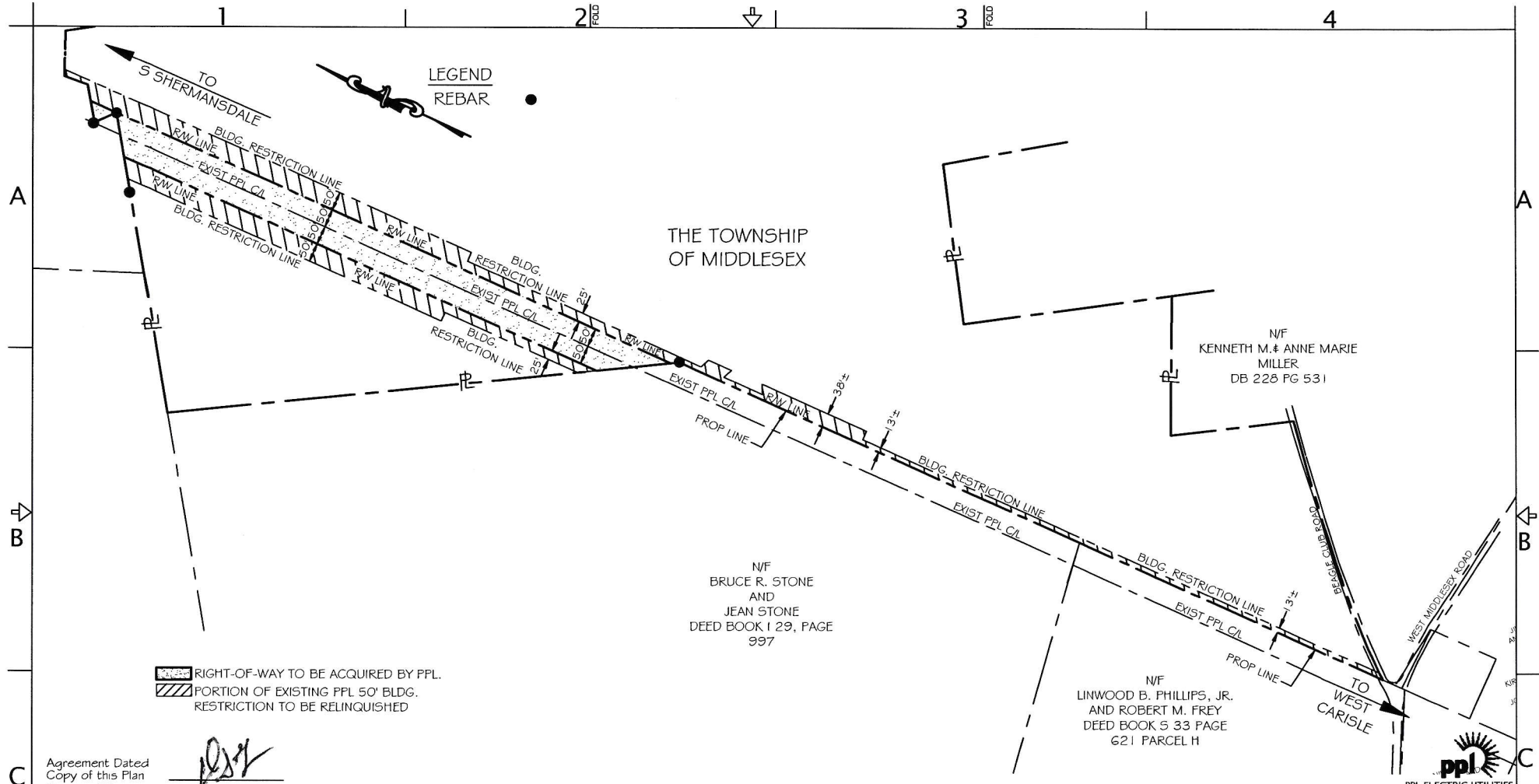
Commonwealth of Pennsylvania)
 : SS
County of Cumberland)

On this 3rd day of October, 2018, before me, the undersigned officer, personally appeared Donald S. Geist White, Jr. who acknowledged himself/herself to be the Chairman-Board of Supervisors of Township of Middlesex And that he/she as such Chairman-Board of Supervisors, 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.

Karen J. Kiehl
Notary Public





RIGHT-OF-WAY TO BE ACQUIRED BY PPL.
 PORTION OF EXISTING PPL 50' BLDG. RESTRICTION TO BE RELINQUISHED

Agreement Dated _____
 Copy of this Plan _____
 Received By MSK
 Date 3 OCT. 2018

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

ACCT - 10026706		SHERMANSDALE - WEST CARLISLE #1 TIE	
ECN # - 9890		PLAN SHOWING ELECTRIC LINE RIGHT-OF-WAY OVER PROPERTY OF	
SCALE - NONE		THE TOWNSHIP OF MIDDLESEX	
BY: RRC		DEED BOOK T, VOLUME 22, PAGE 364	
REV'D - WFB		MIDDLESEX TOWNSHIP CUMBERLAND CO., PA.	
APPROVED		DATE	PPL ELECTRIC UTILITIES
MICHAEL J. SKOKOSKI		08-15-2018	
AC	B	DRAWING NO.	SHEET NO.
CAD ID	FORMAT	EU00540237	1
			REVISION
			0

PPL ELECTRIC UTILITIES FORM EU (02/16)

NO.	DATE	ACCT.	ECN/FCN	REVISION	BY	REV'D	APPR.
				44255			
				PRIMARY LOC CODE			
				LOC CODE			
				LOC CODE			

THIS FORMAT CONTAINS REQUIRED METADATA ATTRIBUTES
 C SORTS N SHARE