

Michael J. Shafer
Counsel

PPL
Two North Ninth Street
Allentown, PA 18101-1179
Tel. 610.774.2599 Fax 610.774.4102
MJShafer@pplweb.com



E-File

November 7, 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 Agreement;
Borough of Danville
Montour County, Pennsylvania (Parcel ID# 12-89-90)**

Dear Secretary Chiavetta:

Enclosed for filing on behalf of PPL Electric Utilities Corporation ("PPL Electric") is an Amendment of Easement Agreement between PPL Electric and the Borough of Danville located in Montour 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 November 7, 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,

A handwritten signature in black ink, appearing to read "MJ Shafer", is written over a horizontal line.

Michael J. Shafer

Enclosure

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

Prepared by and return to:
PPL Electric Utilities Corporation

Attn: Clay Spradlin

Project: Columbia-Danville

Phone: 610-774-6139

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

Parcel ID#: 12-89-90

2nd Amendment of Public Utility Easement

KNOW ALL MEN BY THESE PRESENTS, That Borough of Danville, a municipal corporation
created and existing under the Laws of the Commonwealth of Pennsylvania, of 239 Mill Street, Danville, located in
Montour County, Commonwealth of Pennsylvania 17821,

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 varying 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 Borough of Danville , County of
 Montour , Commonwealth of Pennsylvania (as further described in certain deed dated
 July 10, 1979 and recorded in the Office for Recording of Deeds in and for Montour
 County in Deed Book 128 Page 1326) (the "GRANTOR property")

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 2nd 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 2nd Amendment of Public Utility Easement amends and replaces, but only insofar as it relates to the property now owned by the Grantor herein, the Amendment of Public Utility Easement granted by **Borough of Danville**, dated **August 8, 2018**, and recorded in the **Montour** County Recorder of Deeds offices at Deed **Book 421 Page 1194** (herein after referred to as "Original Easement"). As of the date this 2nd 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.

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 20th day of October, 2018.

Borough of Danville



Scott A. Richardson

Witness

By: 

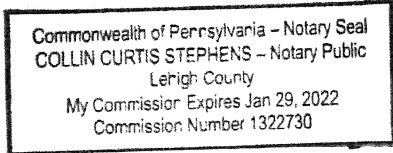
Title: Council President

Commonwealth of Pennsylvania)
: SS
County of Montour)

On this 20th day of October, 2018, before me, the undersigned officer, personally appeared Scott A. Richardson
who acknowledged himself to be the Council President
of Borough of Danville And that he as
such Council President, 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.

Collin Curtis Stephens
Notary Public





LEGEND:
IRON PIPE



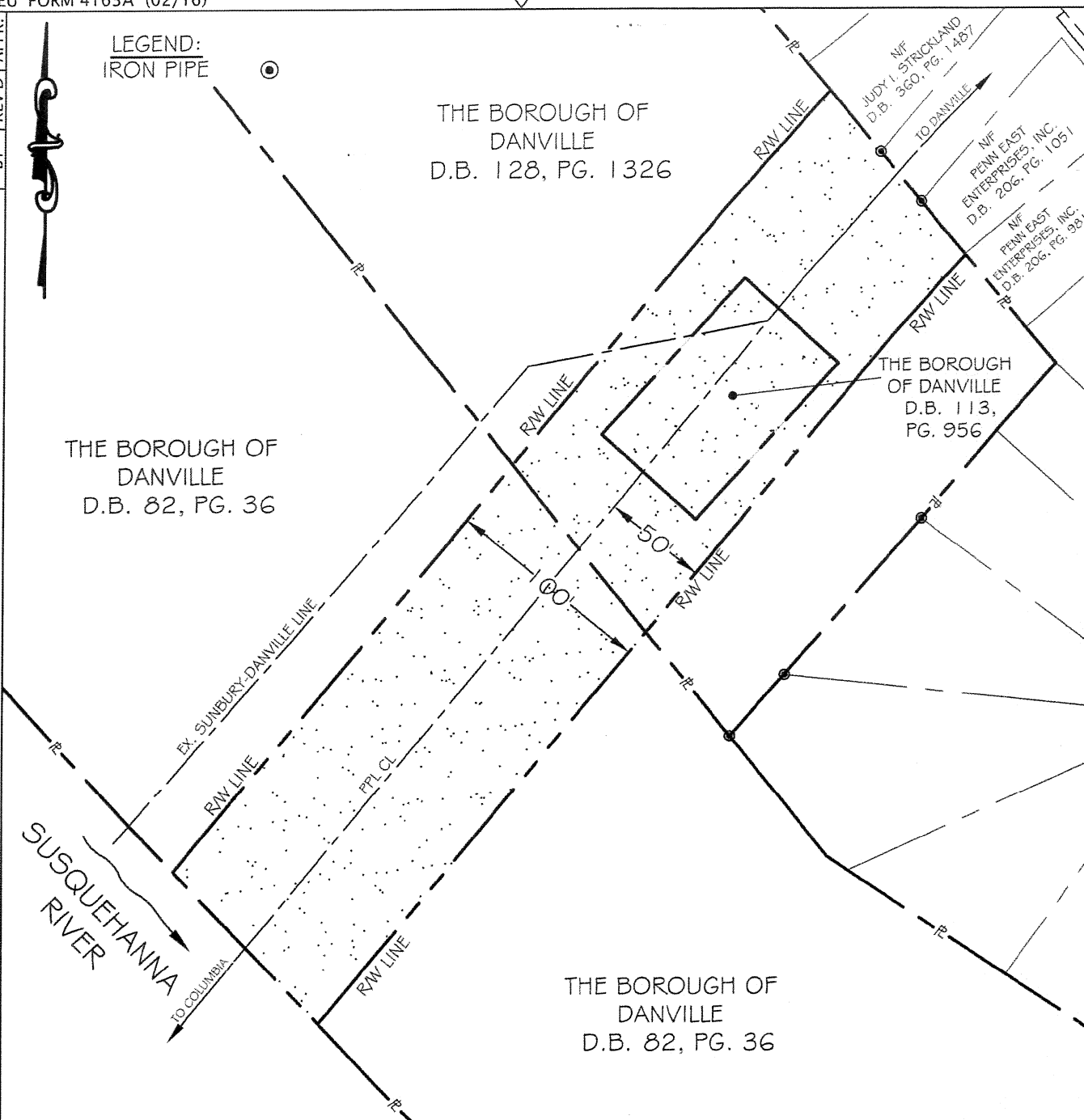
THE BOROUGH OF DANVILLE
D.B. 128, PG. 1326

THE BOROUGH OF DANVILLE
D.B. 82, PG. 36

NW JUDY L. STRICKLAND
D.B. 360, PG. 1487
NW PENN EAST ENTERPRISES, INC.
D.B. 206, PG. 1051
NW PENN EAST ENTERPRISES, INC.
D.B. 206, PG. 981

THE BOROUGH OF DANVILLE
D.B. 113, PG. 956

THE BOROUGH OF DANVILLE
D.B. 82, PG. 36



Agreement Dated
Copy of this Plan 10/20/2018
Received By [Signature]
Date 10/20/2018

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



PLAN AND PROFILE
N SHARE
C SORTS
LOC CODE
LOC CODE
LOC CODE
LOC CODE
06442 PRIMARY LOC CODE

ACCT.	ACCT.- 1024282	COLUMBIA-DANVILLE LINE PLAN SHOWING ELECTRIC LINE RIGHT OF WAY OVER PROPERTY OF THE BOROUGH OF DANVILLE DEED BOOK 82, PAGE 36, DEED BOOK 128, PAGE 1326 AND DEED BOOK 113, PAGE 956 DANVILLE BOROUGH MONTOUR COUNTY, PA.		
	ECN # - 9847			
SCALE-	NONE			
BY-	RRC			
REV'D-	MJS			
DATE		APPROVAL RUSSELL J. KONDISKO	DATE 6/7/2018	PPL ELECTRIC UTILITIES
NO.	AC	A	DRAWING NO.	SHEET NO.
	CAD ID	FORMAT	EU00539608	1 0
				REVISION