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E-File

December 13, 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)
Docket No. U-2018-3005856**

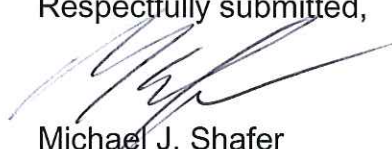
Dear Secretary Chiavetta:

Enclosed for filing on behalf of PPL Electric Utilities Corporation ("PPL Electric") are responses to the Data Requests issued by the Bureau of Technical Utility Services, in the above referenced matter.

Pursuant to 52 Pa. Code § 1.11, the enclosed document is to be deemed filed on December 13, 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,


Michael J. Shafer

Enclosure

**PPL Electric Utilities Corporation
Response to the Data Request of
The Bureau of Technical Utility Services
Dated November 29, 2018
Docket No. U-2018-3005856**

- Q.1 Reference 2nd Amendment of Public Utility Easement, Page 2, Paragraph 5 – Please provide the Docket Nos. for the original filing and the 1st Amendment of this easement.
- A.1 Please see the attached Appendices A and B for the original Easement Agreements relevant to these parcels. PPL Electric is not able to locate a docket number due to the age of the original agreement. Please see the attached Appendix C for the First Amendment to this Easement Agreement, which PPL Electric inadvertently failed to file when originally executed. It was submitted on December 12, 2018 via the Commission's E-filing System at Docket No. U-2018-3005856.

[WITNESS]

\$ 500.00.....

Received of Columbia & Montour Electric Company, (herein referred to as Grantee) the sum of One Dollar, in consideration of which, and the additional payment of Five hundred (\$500.00) Dollars, on or before the first day of December, A. D. 1916, hereby grant, free of liens and encumbrances, to Grantee, successors or assigns, the right and privilege, to construct, reconstruct, maintain, operate, repair and remove lines, wires, poles, towers or other appurtenances for the transmission or distribution of electric energy, in, over, along and upon the property owned by me in the Borough of Danville, County of Montour, State of Pennsylvania; together with the right of ingress, egress and regress to and from the said property; together with the right to trim or remove any trees which might be a source of danger to said lines; together with the right to set guy and brace poles on said property and to attach guy wires to trees thereon; said property being described as follows: Bounded on the east by State Hospital for the Insane;

South by the Susquehanna River; West by land of the Heirs of Simon P. Kase, and on the North by Market Street. Poles or towers to be set not more than two feet from west line of said premises. Line to be guyed longitudinally only. No pole or tower to be set nearer Market Street than fifty (50) feet, unless otherwise directed by the Public Service Commission. Said transmission line to be located as shown upon blue print hereto attached, marked "Exhibit A" and made a part hereof.

This grant shall be null and void after the first day of December, A. D. 1916, unless the Grantee, on or before said date, shall accept same in writing and deliver such acceptance to the Grantor and shall pay or tender the additional payment above mentioned.

WITNESS my hand and seal this 11th day of October, A. D. 1916 at Montour County, Pennsylvania.

Wm R Price (SEAL)

Sealed and delivered in the presence of us

1 A. C. Harris
2 Attest

(P. O. Address)

(SEAL)

(P. O. Address)

STATE OF PENNSYLVANIA

COUNTY OF Montour SS.

On this 11th day of October, A. D. 1916, personally appeared before me William R. Price, who, in due form of law, acknowledged the above grant to be his act and deed, to the end that the same might be recorded as such.

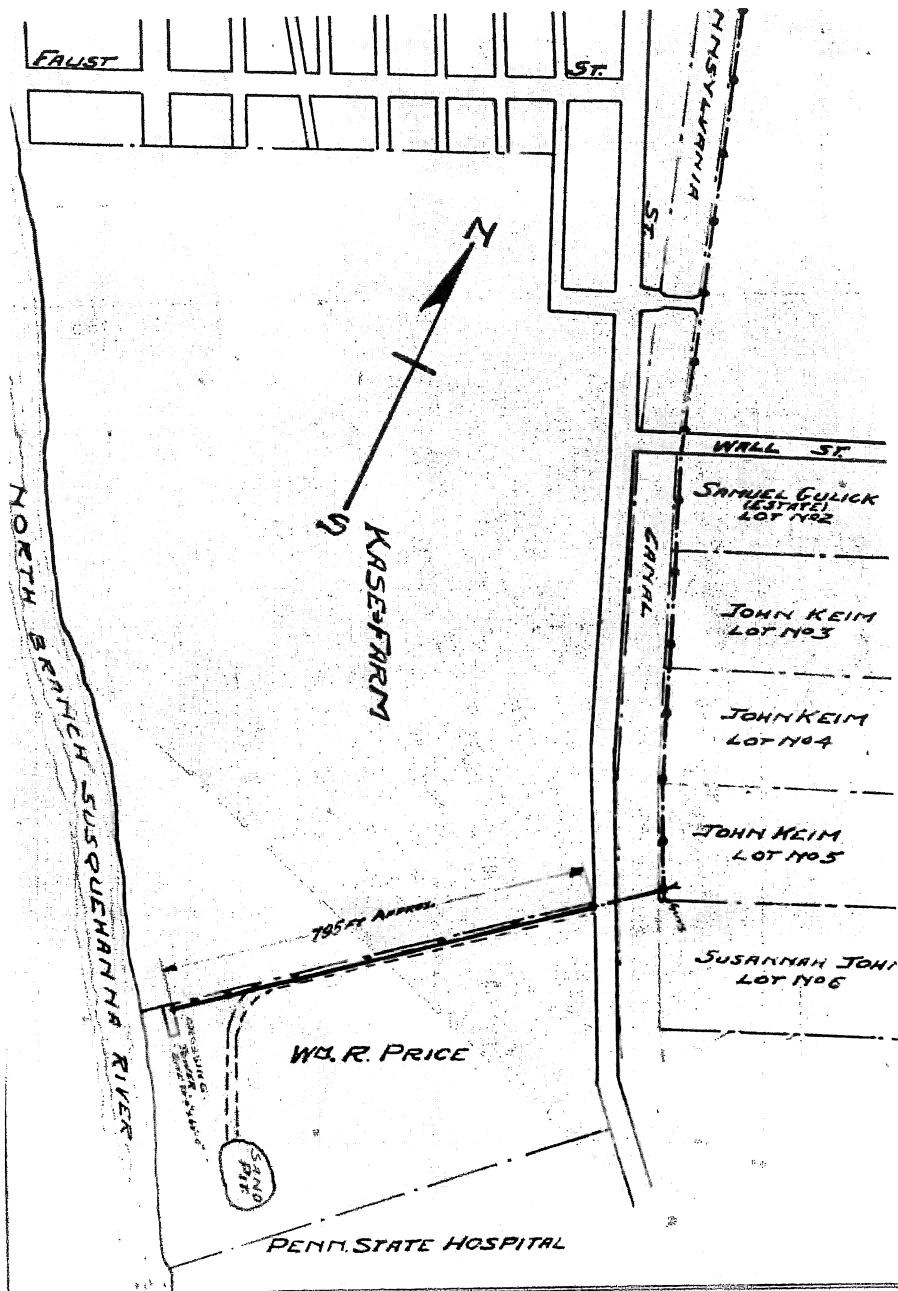
WITNESS my hand and official seal the day and year last above written.

John C. Perifer
Notary Public

Received this first day of December, A. D. 1916, of Grantee, the above mentioned additional sum of Five hundred Dollars, being in full of and for the consideration as above agreed upon.

Wm R Price

GRD 31609
APPL CO. - CORPORATE FILES
28732



DRAWN BY JCH

CHECKED

DATE 9-2-16

SCALE 1"=200 FT

APPROVED

ENGINEER

TRAILER

COLUMBIA & MONTGOMERY ELECTRA
COMPANY.

PROPOSED ROUTE FOR TRANSMIS
SION LINE FROM RIVER CROSSING
TO SUB STATION.
DANVILLE, PA.

DWG. NO. 1088

SUNBURY - DANVILLE #2 LINE

Appendix B

SUNBURY-DANVILLE NO 2 66-KV LINE

Know all Men by these Presents, That We, James M. Thomas and
Dora A. his wife, of 104 Gulick's Grove, Box 6 of Danville,
Montour County, Pennsylvania

in consideration of the sum of One Dollar (\$1.00) to us paid at the date hereof by PENNSYLVANIA
POWER & LIGHT COMPANY, the receipt whereof is hereby acknowledged, and in consideration of the
further sum of Fifty (50.00) Dollars

to be paid to us when the rights hereby granted are exercised by the said Company, do hereby, for
ourselves, our heirs, executors, administrators and assigns, irrevocably grant and convey unto the
said PENNSYLVANIA POWER & LIGHT COMPANY, its successors, assigns, and lessees, the right to
construct, operate and maintain, and from time to time to reconstruct its electric lines, including such poles,
towers, cables and wires above and under the surface of the ground, fixtures and apparatus as may be
from time to time necessary for the convenient transaction of the business of the said Company, its suc-
cessors, assigns and lessees, upon, across, over, under and along a strip of land 105 feet in width,
said strip being a part of the property which we own, or in which we have any
interest in the Box of Danville, County of

Montour, Commonwealth of Pennsylvania, and upon, across, over, under and
along the roads, streets and highways adjoining the said property, as shown on the plan hereto attached and
made a part hereof, including the right of ingress and egress to and from the said lines at all times for any
of the purposes aforesaid, together with the right to set and maintain the necessary guy and brace poles or towers
and anchors, and to attach thereto the necessary guy wires; 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
on said strip of land or adjoining the same which in the judgment of the said Company, its successors, assigns
or lessees, may at any time interfere with the construction, reconstruction, maintenance or operation of the
said lines, poles, towers, wires, cables or other fixtures and apparatus, 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
spray said brush and undergrowth with chemicals for their removal and control; and in consideration of the said
payments do hereby release and quitclaim the said PENNSYLVANIA POWER & LIGHT COMPANY, its
successors, assigns and lessees, of and from any and all damages, loss or injury that may be at any time
caused by or result from the construction, reconstruction, operation and maintenance of the said lines, or
the cutting down, trimming or removal of any and all trees, brush or other undergrowth on said premises.

And, further, in consideration of said payments, we do hereby covenant and agree for ourselves
and our heirs, executors, administrators, and assigns, to and with the said PENNSYLVANIA
POWER & LIGHT COMPANY, its successors, assigns and lessees, that no house, barn or other structure,
or inflammable or explosive materials of any kind, shall be built or stored on said strip of land or within a dis-
tance of fifty (50) feet from either side of the said strip of land, and that the said Company, its successors,
assigns or lessees, shall not be limited in its or their enjoyment of the rights hereby granted to such poles,
towers, wires, cables, fixtures and apparatus as may be first constructed on said strip of land, but that
the said Company, its successors, assigns or lessees, shall have, at all times in the future, the right to con-
struct, operate and maintain, and from time to time to reconstruct additional poles, towers, wires, cables,
fixtures and apparatus upon, across, over, under or along the said strip of land.

Witness our hand and seal this 9th day of September 1952,
Signed, sealed and delivered in the presence of:

A. C. Lamson

James M. Thomas (SEAL)

Dora A. Thomas (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Received OCTOBER 29 1952, of PENNSYLVANIA POWER & LIGHT COMPANY the sum of
FIFTY (\$50.00) Dollars,
in full payment of the further consideration above mentioned.

Dora A. Thomas
James M. Thomas

GRID # 31562 828693
P&L CO. - CORPORATE FILES

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Montaux

} ss:

On this 9th day of September, 1952, before me, a Notary Public for the Commonwealth aforesaid, commissioned for and residing in the City of Allegheny, County of Lehigh, came the above named James M. Thomas and Dora A. Thomas and acknowledged the foregoing instrument to be their act and deed, and desired the same to be recorded as such.

Witness my hand and notarial seal the day and year aforesaid.

A. C. Lamson

Notary Public

My commission expires Feb. 25, 1953.

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____

} ss:

On this _____ day of _____, 19____, before me, a Notary Public for the Commonwealth aforesaid, commissioned for and residing in the _____ of _____, County of _____, came the above named _____ and acknowledged the foregoing instrument to be _____ act and deed, and desired the same to be recorded as such.

Witness my hand and notarial seal the day and year aforesaid.

Notary Public

My commission expires _____

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____

} ss:

On this _____ day of _____, 19____, before me, a Notary Public for the Commonwealth aforesaid, commissioned for and residing in the _____ of _____, County of _____, came the above named _____ and acknowledged the foregoing instrument to be _____ act and deed, and desired the same to be recorded as such.

Witness my hand and notarial seal the day and year aforesaid.

Notary Public

My commission expires _____

Recorded in the Office for Recording of Deeds in and for

in _____ Book _____ Page _____, etc.

County,

WITNESS my hand and seal of Office this

day of

19

Recorder

8-5-52
DD-53-

DRAWN BY	NO.	DATE	REVISION	BY	CM.	APPR.
MEC 6/26/52						
MEC 10/22/52						
CATS 10/22/52						
WPS 10/22/52						
MEC 10/23/52						
MEC 10/23/52						

OCT. 22, 1952

APPROVED

ER-120273

LA-40315-0

PPL Form 100-19 Corp. (11/2012)

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

Prepared by and return to:**PPL Electric Utilities Corporation****Project Name: Columbia-Danville****Attn: Clay Spradlin****Phone: 610-774-6139****Address: 2 North 9th Street GENN4
Allentown, PA 18101****Parcel ID#: 12-89-90****Amendment of Public Utility Easement**

KNOW ALL MEN BY THESE PRESENTS, That The 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 "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 Borough of Danville County of Montour, Commonwealth of Pennsylvania (as further described in certain deeds 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"), 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 Amendment of Public Utility Easement amends and replaces in its entirety the Grant of Public Utility Easement granted by James M. Thomas and Dora A. Thomas, dated September 9, 1952, and recorded in the Montour County Recorder of Deeds Office at Deed Book 61 Page 571 (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.

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, said GRANTOR has caused this agreement to be executed in its corporate name by its proper officers, this sta day of August, 2018.

THIS FORMAT CONTAINS REQUIRED METADATA ATTRIBUTES

Borough of Danville

WITNESS:

GRANTOR

Shannon Zuckey

By:

Scott Richardson

Title:

Council President

Commonwealth of Pennsylvania)
County of Montour) : SS

On this 8th day of August, 2018, before me, the undersigned officer, personally appeared SCOTT RICHARDSON who acknowledged himself/herself to be the Council President of Borough of Danville 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.

Recorded in the office for the recording of Deeds, Etc., in and for Montour County in Record Book No. 421 at page 1194

4th day of SEPT A.D. 2018

Witness my hand and seal of office

Edna Recorder

Eleanor L. Gardner
Notary Public

Commonwealth of Pennsylvania - Notary Seal
Eleanor L. Gardner, Notary Public
Montour County
My commission expires October 25, 2021
Commission number 1056038



REC'D-MONTGOMERY COUNTY
REGISTER & RECORDER
2018 SEP - 4 P 1: 26
6075

VERIFICATION

I, AUSTIN K. WESELOH, being the Transmission Right of Way and Real Estate Supervisor, at PPL Electric Utilities Corporation, hereby state that the facts above set forth are true and correct to the best of my knowledge, information and belief and that I expect PPL Electric Utilities Corporation to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.

