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E-File

June 13, 2019

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 Easement Agreement;
Derry Township School District
Dauphin County, Pennsylvania
Parcel ID# 24-032-019**

Dear Secretary Chiavetta:

Enclosed for filing on behalf of PPL Electric Utilities Corporation ("PPL Electric") is an Easement Agreement between PPL Electric and the Derry Township School District located in Dauphin 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 June 13, 2019, 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

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

Prepared by and return to:
PPL Electric Utilities Corporation

Attn: Jeff Eberwein

Project: South Hershey - Hershey

Phone: 610-774-5458

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

Parcel ID#: 24-032-019

Grant of Public Utility Easement

KNOW ALL MEN BY THESE PRESENTS, That Derry Township School District, a public school district of the Commonwealth of Pennsylvania, of 30 East Granada Avenue, Hershey, located in Dauphin County, Commonwealth of Pennsylvania 17033.

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 underground, and solely underground, electric transmission, distribution and communication lines, including but not limited to such cables, wires, fiber optics, fixtures and apparatus 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 under and within a strip of land 30 feet in width, as shown on the plan attached hereto as Exhibit "A" and incorporated by reference herein, ("Easement Area"), the said Easement Area being a part of the property which GRANTOR owns, or in which GRANTOR has any interest in the

Dauphin Township of Derry County of
Dauphin, Commonwealth of Pennsylvania (as further described in certain deed dated June 14, 2010 and recorded in the Office for Recording of Deeds in and for Dauphin County in Deed Book Instrument Number 20100016933) (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 upon prior reasonable notice to GRANTOR, except in cases of emergency, for any of the purposes aforesaid, including the right to temporarily utilize an additional 15 feet in width on either side of the Easement Area, for the purposes of construction and maintenance of PPL facilities; 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. PPL acknowledges that the Easement Area lies within the developed public-school campus of the GRANTOR and that PPL shall endeavor to undertake commercially reasonable efforts to complete all work so as not to unreasonably interrupt the use and operation of GRANTOR's property and facilities.

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 new buildings, swimming pools or any other improvements or structures whatsoever, apart from surface facilities, 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, upon prior reasonable notice to GRANTOR, except in cases of emergency, the right to construct, operate and maintain, and from time to time to reconstruct, additional underground PPL Facilities of any type necessary for the convenient transaction of the business of PPL under and within the Easement Area.


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

PPL does hereby covenant, promise and agree, except as herein otherwise provided, to indemnify and save harmless the Grantor from any and all loss, damage or injury that may be caused by reason of the construction, reconstruction, maintenance or repair of PPL lines and facilities on, within or about the property of Grantor, except to the extent that such loss, damage or injury arises out of or results from the negligence or willful misconduct of Grantor and its employees or agents. PPL shall repair and restore, at its sole cost, any damages or losses caused to GRANTOR or GRANTOR's property resulting from or arising out of PPL's exercise of its rights under this Agreement or PPL's use of the Easement Area. PPL shall indemnify, defend and hold Grantor harmless from and against any and all loss, damages, suits, costs, expenses or fees, including reasonable attorneys' fees, resulting from or arising out of PPL's exercise of its rights under this Agreement or PPL's use of the Easement Area.

IN WITNESS WHEREOF, the undersigned has caused the execution hereof, this 28th day of may, 2019.

Derry Township School District
GRANTOR

By: 

Witness
By: 

Title: President

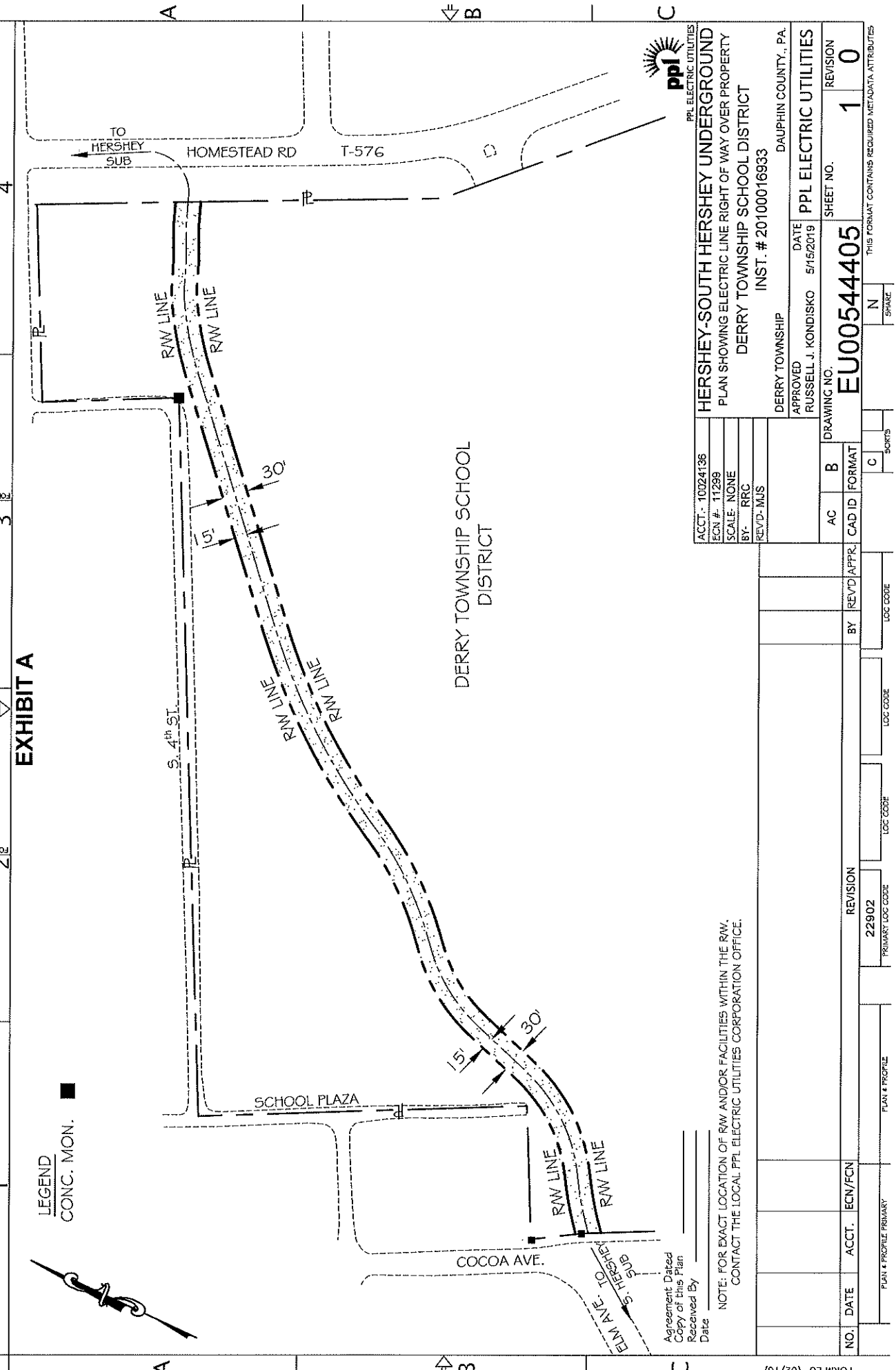


EXHIBIT A

LEGEND
CONC. MON. ■

Agreement Dated _____
Copy of this Plan Received By _____
Date _____

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



PPL ELECTRIC UTILITIES
HERSHEY-SOUTH HERSEY UNDERGROUND
PLAN SHOWING ELECTRIC LINE RIGHT OF WAY OVER PROPERTY
DERRY TOWNSHIP SCHOOL DISTRICT
INST. # 20100016933

ACCT. # 10024136
ECN # 11299
SCALE: NONE
BY: RRC
REV'D: MUS

DERRY TOWNSHIP
APPROVED
RUSSELL J. KONDISKO 5/15/2019

DAUPHIN COUNTY, PA.
PPL ELECTRIC UTILITIES

AC	B	DRAWING NO.	EU00544405	SHEET NO.	1	REVISION	0
BY	REV'D	APPR.	CAD ID	FORMAT	THIS FORMAT CONTAINS REQUIRED METADATA ATTRIBUTES		

NO.	DATE	ACCT.	ECN/FCN	REVISION	22902	PRIMARY LOC CODE	LOC CODE	LOC CODE	LOC CODE	LOC CODE	LOC CODE

PLAN & PROFILE PRIMARY

PLAN & PROFILE

PRIMARY LOC CODE

LOC CODE

LOC CODE

BY

REV'D

APPR.

CAD ID

FORMAT

AC

B

DRAWING NO.

SHEET NO.

REVISION