

Michael J. Shafer
Senior Counsel

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



E-File

November 6, 2019

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

**Re: PPL Electric Utilities Corporation Easement Agreement;
Millersburg Area Authority, Dauphin County, Pennsylvania**

Dear Secretary Chiavetta:

Enclosed for filing on behalf of PPL Electric Utilities Corporation (“PPL Electric”) is an Easement Agreement between PPL Electric and Millersburg Area Authority 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 November 6, 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: Juniata-Dauphin Tie

Phone: 610-774-5458

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

Parcel ID#: 65-032-067

Grant of Public Utility Easement

KNOW ALL MEN BY THESE PRESENTS, That Millersburg Area Authority, of 101 West Street, Millersburg, located in Dauphin County, Commonwealth of Pennsylvania 17061, 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 Upper Paxton, County of Dauphin, Commonwealth of Pennsylvania (as further described in certain deed dated May 17, 1984 and recorded in the Office for Recording of Deeds in and for Dauphin County in Deed Book 489 Page 203) (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.

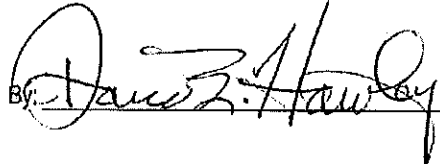
It is further understood and agreed that PPL, its successors, assigns and lessees, shall not be limited in its or their enjoyment of the rights hereby granted for such PPL Facilities as may be first constructed in the Easement Area, but shall have, at all times in the future, the right to construct, 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 Grant of Public Utility Easement shall be binding on GRANTOR and PPL and his/her/their/its heirs, executors, administrators, successors and/or assigns.

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.

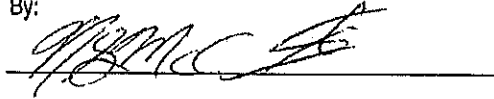
IN WITNESS WHEREOF, said GRANTOR has caused this agreement to be executed in its corporate name by its proper officers, this 13th day of August, 2019.

Millersburg Area Authority

By: 

Witness

By:



Title: Chairman

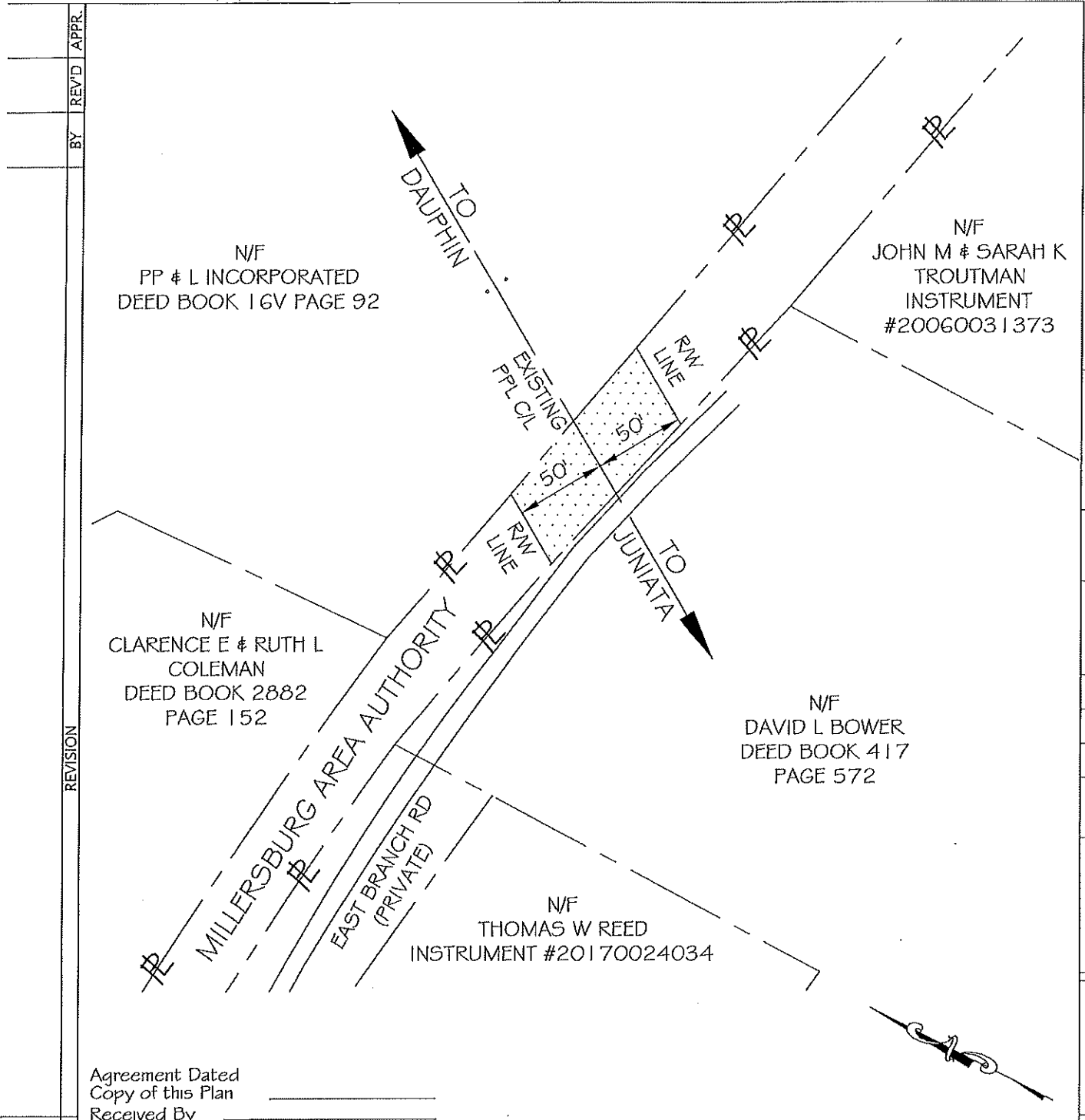
Commonwealth of Pennsylvania)
: SS
County of Dauphin)

On this 13th day of August, 2019, before me, the undersigned officer, personally appeared DAVID E. HAWLEY who acknowledged himself/herself to be the CHAIRMAN of Millersburg Area Authority And that he/she as such CHAIRMAN, 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.

Angela A Kohler
Notary Public

Commonwealth of Pennsylvania - Notary Seal
ANGELA A KOHLER - Notary Public
Dauphin County
My Commission Expires Apr 14, 2023
Commission Number 1087655



PLAN AND PROFILE
N SHARE
C SORTS
LOC CODE
LOC CODE
LOC CODE
28040 PRIMARY LOC CODE

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

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



ACCT.	ACCT.- 10027515
ECN #	ECN # 11338
SCALE	SCALE- None
BY	BY- KMF
REV'D	REV'D-
DATE	
NO.	

JUNIATA-DAUPHIN 69KV TIE LINE			
PLAN SHOWING ELECTRIC LINE RIGHT OF WAY OVER PROPERTY OF			
MILLERSBURG AREA AUTHORITY			
DEED BOOK: 489 PAGE: 203			
UPPER PAXTON TOWNSHIP		DAUPHIN COUNTY, PA	
APPROVAL		DATE	
Michael J Skokoski		10/15/2019	
PPL ELECTRIC UTILITIES			
AC	A	DRAWING NO.	SHEET NO.
CAD ID	FORMAT	EU00545065	1 0
		REVISION	