

Michael J. Shafer
Senior Counsel

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Two North Ninth Street
Allentown, PA 18101-1179
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E-File

March 11, 2020

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 Amendments of Easement Agreement;
Township of Martic, Lancaster County, Pennsylvania**

Dear Secretary Chiavetta:

Enclosed for filing on behalf of PPL Electric Utilities Corporation ("PPL Electric") are two (2) Amendments of Easement Agreement between PPL Electric and the Township of Martic located in, Lancaster County, Pennsylvania. These agreements are being filed pursuant to 66 Pa. C.S.A. § 507.

Please note that both Amendments of Easement Agreement pertain to the same Face Rock - Millwood project and, individually, concern the following parcels:

- Parcel ID# 4304921900000
- Parcel ID# 4306769800000

Pursuant to 52 Pa. Code § 1.11, the enclosed documents are to be deemed filed on March 11, 2020, which is the date they were 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

Enclosures

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

Prepared by and return to:
PPL Electric Utilities Corporation

Attn: Jeff Eberwein

Project: Face Rock - Millwood

Phone: 610-774-5458

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

Parcel ID#: 4304921900000

Amendment of Public Utility Easement

KNOW ALL MEN BY THESE PRESENTS, That Township of Martic, a second class township under the laws of the Commonwealth of Pennsylvania, of 370 Steinman Farm Road, Pequea, located in Lancaster County, Commonwealth of Pennsylvania 17565,

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, to the extent GRANTOR has the right to do so, 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 any interest, and making no warranty of title to the Easement Area

in the _____ Township of _____ Martic _____, County of _____ Lancaster _____, Commonwealth of Pennsylvania (as further described in certain deed dated

July 24, 2008 and recorded in the Office for Recording of Deeds in and for _____ Lancaster _____ County in _____ Deed Book _____ Instrument Number 5723022 _____) (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

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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 supersedes, but only insofar as it relates to the property now owned by the GRANTOR herein, that certain Grant of Public Utility Easement between The Pennsylvania Railroad Company and PPL, dated May 7, 1958, in Document Number 22-1305 ("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.

PPL does hereby covenant, promise and agree, except as herein otherwise provided, to indemnify and save harmless 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 the property of GRANTOR, including any and all environmental liability except to the extent that such loss, damage or injury arises out of or results from the negligence or willful misconduct of GRANTOR or its employees or agents.

PPL shall restore GRANTOR property to substantially the same condition the property was in prior to the construction, installation, or repair of the electric facilities.

IN WITNESS WHEREOF, the undersigned has caused the execution hereof, this 2nd day of March, 2020.

TOWNSHIP OF MARTIC
Lancaster County, Pennsylvania

Attest: Karen D. Sellers
Secretary

By: Carl W. Dreyer
(Vice) Chairman
Board of Supervisors

[TOWNSHIP SEAL]

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LANCASTER)

On this 2nd day of March, 2020, before me, the undersigned officer, a notary public in and for the aforesaid Commonwealth and County, personally appeared Carl T. Drexel, who acknowledged himself to be the (Vice) Chairman of the Board of Supervisors of Martic Township, Lancaster County, Pennsylvania, and that he, as such officer, being authorized to do so, executed the foregoing Amendment of Public Utility Easement for the purposes therein contained by signing the name of such Township by himself as such officer.

Executed before me the day and year aforesaid.

Karen D. Sellers
Notary Public

My commission expires:

Commonwealth of Pennsylvania - Notary Seal
Karen D. Sellers, Notary Public
Lancaster County
My commission expires March 30, 2022
Commission number 1255094
Member, Pennsylvania Association of Notaries



N/F
ROBERT J. VIA
ACCOUNT # 430-60198-0-0000
INSTRUMENT # 6419148

N/F
SANDRA J. SHENK
ACCOUNT # 430-40920-0-0000
DEED BOOK 4924, PAGE 318

PENNSY ROAD

(TR-413)

APPROXIMATE LOCATION OF 50' TRANSCO EASEMENT

TO MILLWOOD

50'

RAILROAD BED

MARTIC TOWNSHIP
ACCOUNT # 430-49219-0-0000

TO FACE ROCK

EXISTING PPL C/L

N/F
CENTRAL PENN PROPERTY SERVICES, INC.
ACCOUNT # 430-34474-0-0000
INSTRUMENT # 5441643
SUBDIVISION PLAN BOOK J-165-50

N/F
WALTER & CAROLYN D. MIGLIORI
ACCOUNT # 430-69704-0-0000
INSTRUMENT # 6417231
SUBDIVISION PLAN BOOK J-165-50

LEGEND

○ REBAR, IP, METAL POST

Agreement Dated
Copy of this Plan

Received By Karen D. Sellers Martic Manager
Date 3-2-2020

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



ACCT.- 10028531

ECN #- 11953

SCALE- None

BY- JLG

REV'D- RJK

FACE ROCK -MILLWOOD 2 69KV LINE

PLAN SHOWING ELECTRIC LINE RIGHT OF WAY OVER PROPERTY OF

MARTIC TOWNSHIP

INSTRUMENT # 5723022

MARTIC TOWNSHIP

LANCASTER COUNTY, PA

APPROVAL
MICHAEL J. SKOKOSKI

DATE
10/29/19

PPL ELECTRIC UTILITIES

AC A
CAD ID FORMAT

DRAWING NO.

EU00548036

SHEET NO.

REVISION
1 0

REVISION
BY
REVID
APPR.

PLAN AND PROFILE
SHARE
SORTS
LOC CODE
LOC CODE
LOC CODE
PRIMARY LOC CODE
13500

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

Prepared by and return to:
PPL Electric Utilities Corporation

Attn: Jeff Eberwein

Project: Face Rock - Millwood

Phone: 610-774-5458

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

Parcel ID#: 4306769800000

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under the laws of the Commonwealth of Pennsylvania, of 370 Steinman Farm Road, Pequea, located in Lancaster County,
Commonwealth of Pennsylvania 17565.

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, **to the extent GRANTOR has the right to do so**, 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 any interest, **and making no warranty of title to the Easement Area**

in the Township of Martic, County of Lancaster, Commonwealth of Pennsylvania (as further described in certain deed dated

June 25, 1993 and recorded in the Office for Recording of Deeds in and for Lancaster County in Deed Book 3945 Page 0417) (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

KDS

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/lits heirs, executors, administrators, successors and/or assigns.

This Amendment of Public Utility Easement amends and supersedes, but only insofar as it relates to the property now owned by the GRANTOR herein, that certain Grant of Public Utility Easement between Paragon Nut and Fruit Company and PPL, dated February 15, 1913, and recorded in the Office of Recording of Deeds in and for Lancaster County, Pennsylvania in Book H Volume 21 Page 130, and between Paragon Nut and Fruit Company and PPL, dated July 15, 1943, and recorded in the Office of Recording of Deeds in and for Lancaster County, Pennsylvania in Book E Volume 36 Page 245 ("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.

PPL does hereby covenant, promise and agree, except as herein otherwise provided, to indemnify and save harmless 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 the property of GRANTOR, including any and all environmental liability except to the extent that such loss, damage or injury arises out of or results from the negligence or willful misconduct of GRANTOR or its employees or agents.

PPL shall restore GRANTOR property to substantially the same condition the property was in prior to the construction, installation, or repair of the electric facilities.

IN WITNESS WHEREOF, the undersigned has caused the execution hereof, this 2nd day of March, 2020.

TOWNSHIP OF MARTIC
Lancaster County, Pennsylvania

Attest: Karen D. Sellers
Secretary

By: Paul G. Drake
(Vice) Chairman
Board of Supervisors

[TOWNSHIP SEAL]

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LANCASTER)

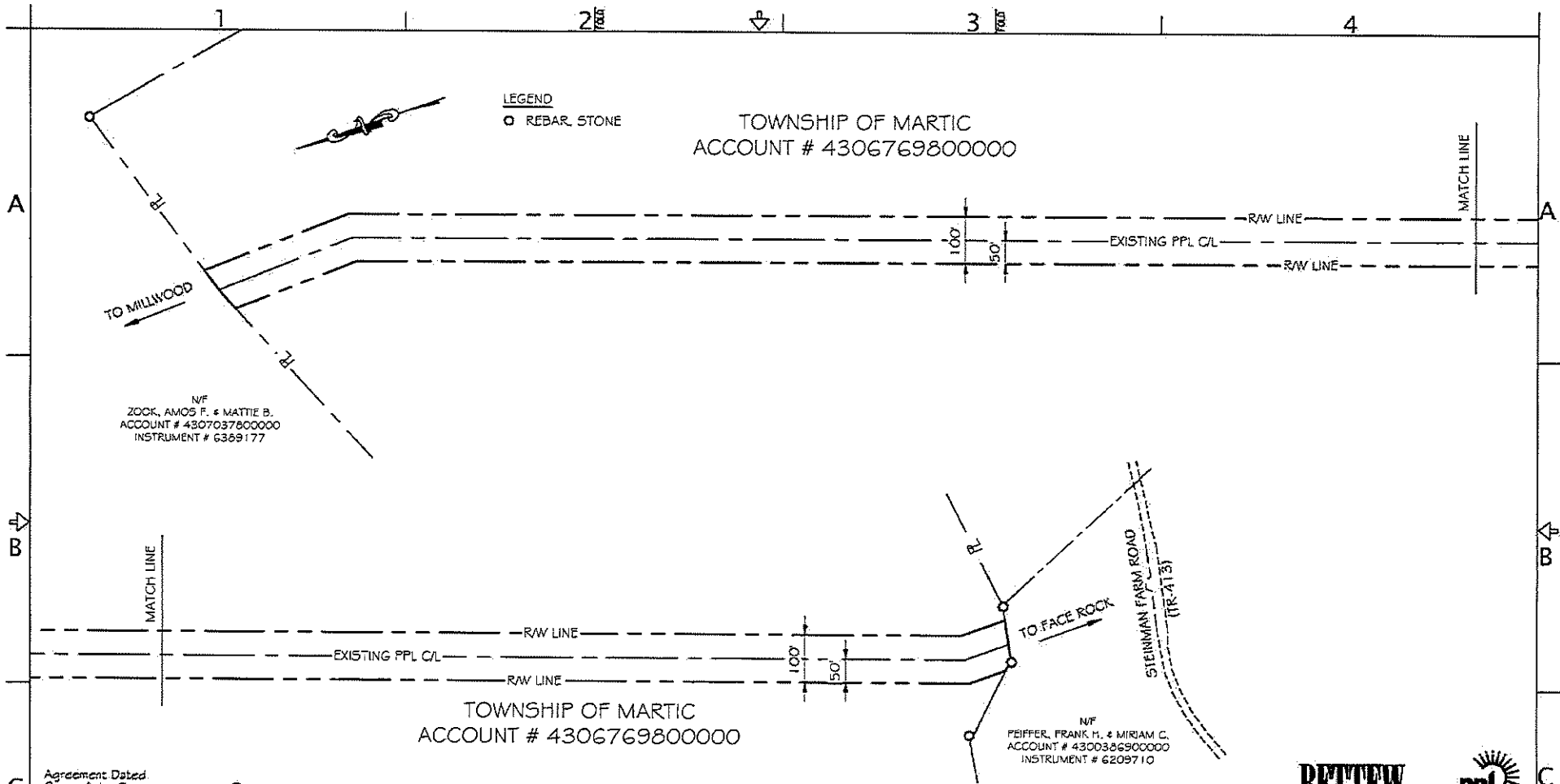
On this 2nd day of March, 2020, before me, the undersigned officer, a notary public in and for the aforesaid Commonwealth and County, personally appeared Carl T. Drexel, who acknowledged himself to be the (Vice) Chairman of the Board of Supervisors of Martic Township, Lancaster County, Pennsylvania, and that he, as such officer, being authorized to do so, executed the foregoing Amendment of Public Utility Easement for the purposes therein contained by signing the name of such Township by himself as such officer.

Executed before me the day and year aforesaid.

Karen D. Sellers
Notary Public

My commission expires:

Commonwealth of Pennsylvania - Notary Seal
Karen D. Sellers, Notary Public
Lancaster County
My commission expires March 30, 2022
Commission number 1255094
Member, Pennsylvania Association of Notaries



TOWNSHIP OF MARTIC
ACCOUNT # 4306769800000

N/F
PEPPER, FRANK H. & MIRIAM C.
ACCOUNT # 4300386900000
INSTRUMENT # 6209710

N/F
ZOCK, AMOS F. & MATTIE B.
ACCOUNT # 4307037800000
INSTRUMENT # 6369177



Agreement Dated
Copy of this Plan
Received By Loren Sellers Martic Twp. manager
Date 3-2-20

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

ACCT- 10028531	FACE ROCK - MILLWOOD 2 69KV LINE	
ECN # - ECN-11953	PLAN SHOWING ELECTRIC LINE RIGHT OF WAY OVER PROPERTY OF	
SCALE - NONE	TOWNSHIP OF MARTIC	
BY - JLG	DEED BOOK 3945 PAGE 625	
REV'D - RJK	MARTIC TOWNSHIP	LANCASTER COUNTY, PA
	APPROVED MICHAEL J. SKOKOSKI	DATE 10/29/19
	PPL ELECTRIC UTILITIES	
AC	B	DRAWING NO.
		EU00548040
		SHEET NO.
		1
		REVISION
		0

PPL ELECTRIC UTILITIES
FORM EU (02/16)

NO.	DATE	ACCT.	ECN/FCN	REVISION	BY	REV'D	APPR.
				13500			
				PRIMARY LOC CODE			
				LOC CODE			
				LOC CODE			
				LOC CODE			

C	N
SOFTS	SHARE

THIS FORMAT CONTAINS REQUIRED METADATA ATTRIBUTES