

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

April 2, 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 Second Amendment of Easement Agreement;
Mahanoy Township Authority
Mahanoy City, Schuylkill County, Pennsylvania**

Dear Secretary Chiavetta:

Enclosed for filing on behalf of PPL Electric Utilities Corporation (“PPL Electric”) is a Second Amendment of Easement Agreement between PPL Electric and the Mahanoy Township Authority located in Schuylkill County, Pennsylvania. The original Amendment of Easement Agreement was dated August 21, 2018, filed with the PUC on October 3, 2018, and was assigned Docket No. U-2018-3005121. 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 April 2, 2020, 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: Clay Spradlin

Project: Girard Manor Tap

Phone: 610-774-6395

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

Parcel ID#: 16-05-0008.002, 16-02-005.000

2nd Amendment of Public Utility Easement

KNOW ALL MEN BY THESE PRESENTS, That Mahanoy Township Authority, a municipal authority organized and existing under the laws of Commonwealth of Pennsylvania, of 46 N. Main Street, Mahanoy City, located in Schuylkill County, Commonwealth of Pennsylvania 17948,

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 120 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 in the Townships of Mahanoy & West Mahanoy, County of Schuylkill, Commonwealth of Pennsylvania (as further described in certain deed dated October 14, 1942 and recorded in the Office for Recording of Deeds in and for Schuylkill County in Deed Book 1120 Page 132) (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 supersedes, but only insofar as it relates to the property now owned by the GRANTOR herein, that certain Amendment of Public Utility Easement between Mahanoy Township Authority and PPL, dated August 21, 2018, and recorded in the Office of Recording of Deeds in and for Schuylkill County, Pennsylvania in Deed Book 2654 Page 1637 ("Original Easement"). As of the date that 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.

Electric Company hereby agrees to indemnify and save harmless the Authority from and against any and all claims, suits, damages, costs or other expenses which may in any manner result from or arise out of the construction, reconstruction, installation, operation and/or maintenance of the said electric lines as hereby permitted.

Because of the very nature of the business of the Authority and the necessity to safeguard the purity and quantity of its water, it is further understood and agreed that the Electric Company will not do, or cause to be done any act or thing which will endanger the quality and/or quantity of the water which passes through or over the right of way hereby released. The spraying of any paint, oil or chemical of any kind for any purposes whatsoever will not be permitted.

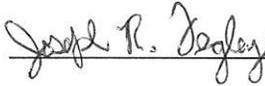
This Agreement is between a public utility and a municipal corporation and is therefore subject to Pennsylvania Public Utility Commission ("PUC") review pursuant to 66 Pa.C.S.A. § 507. The Effective Date of this Agreement shall be the later of i) thirty (30) days from the date that PPL submits the Agreement 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 18TH day of MARCH, 2020.

Mahanoy Township Authority
GRANTOR

By: 

Witness
By:



Title: Vice-President

Commonwealth of Pennsylvania)
 : SS
County of Schuylkill)

On this 18TH day of March, 2020, before me, the undersigned officer, personally appeared John Kelly, Jr.
who acknowledged himself/herself to be the Vice-President
of Mahanoy Township Authority And that he/she as
such Vice-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.

Linda A. Fetter
Notary Public

Commonwealth of Pennsylvania - Notary Seal
Linda A. Fetter, Notary Public
Schuylkill County
My commission expires February 17, 2024
Commission number 1049498
Member, Pennsylvania Association of Notaries



ADDITIONAL CONSIDERATION AGREEMENT

TO BE RECEIVED BY Mahanoy Township Authority, whose address is 46 N. Main Street, Mahanoy City, Pennsylvania 17948, Parcel ID 16-05-0008.002, 16-02-005.000, from **PPL ELECTRIC UTILITIES CORPORATION** for the sum of Three Thousand Eight Hundred Four and 00/100 (\$3,804.00) per acre of additional acquired ROW (TBD by Survey/Plan/Exhibit), being additional consideration for electric and communication line, and facilities upon and over property which they own or in which they have an interest in Mahanoy & West Mahanoy Townships, Schuylkill County, Pennsylvania, the original privileges for which were granted to said Company in an agreement executed by Mahanoy Township Authority, under the date of MARCH 18, 2020.

WITNESS their hand and seal the day and date first above written.

Signed, sealed and delivered In the presence of:

Mahanoy Township Authority

Robin D. Green

By: Joseph R. Fogarty

Title: GENERAL MANAGER

RECEIVED _____, 2020 of PPL Electric Utilities the sum of _____ Dollars and 00/100 (\$) _____) in full payment for the further consideration above mentioned.

Mahanoy Township Authority

By: _____

Title: _____