

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

September 3, 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 Amendment of Easement Agreement;
Northumberland County Commissioners,
Northumberland County, Pennsylvania**

Dear Secretary Chiavetta:

Enclosed for filing on behalf of PPL Electric Utilities Corporation ("PPL Electric") is an Amendment of Easement Agreement between PPL Electric and the Northumberland County Commissioners, Northumberland County, Pennsylvania.

PPL Electric is unable to locate the docket number for the original easement agreement due to the age of the agreement, which was dated February 9, 1972.

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 September 3, 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,

A handwritten signature in blue ink, appearing to read "Michael J. Shafer", is written over a light blue horizontal line.

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
Phone: 610-774-6395
Address: 2 North 9th Street GENN4
Allentown, PA 18101

Project: Sunbury – Eldred 1C

Parcel ID#: 001-00-077-083

Amendment of Public Utility Easement

KNOW ALL MEN BY THESE PRESENTS, That Northumberland County Commissioners, of 399 Stadium Drive, Sunbury, located in Northumberland County, Commonwealth of Pennsylvania 17801, 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 varying 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 _____ Township _____ of _____ East Cameron _____, County of _____ Northumberland _____, Commonwealth of Pennsylvania (as further described in certain deed dated _____ February 9, 1972 _____ and recorded in the Office for Recording of Deeds in and for _____ Northumberland _____ County in _____ Deed _____ Book _____ 499 _____ Page _____ 656 _____) (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 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 Northumberland County Commissioners and PPL, dated October 6, 1952, and recorded in the Office of Recording of Deeds in and for Northumberland County, Pennsylvania in Deed Book 350 Page 475 ("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 1st day of September, 2020.

Northumberland County Commissioners

By:  9-1-2020

Witness
By:


Chief Clerk

Title: Chairman

Commonwealth of Pennsylvania)
: SS
County of Northumberland)

On this 2 day of September, 2020, before me, the undersigned officer,
 personally appeared or online notarization, Samuel J. Schiccatao
who acknowledged himself/herself to be the chairman
of Northumberland County Commissioners And that he/she as
such _____, being authorized to do so,
executed the foregoing instrument for the purposes stated therein.

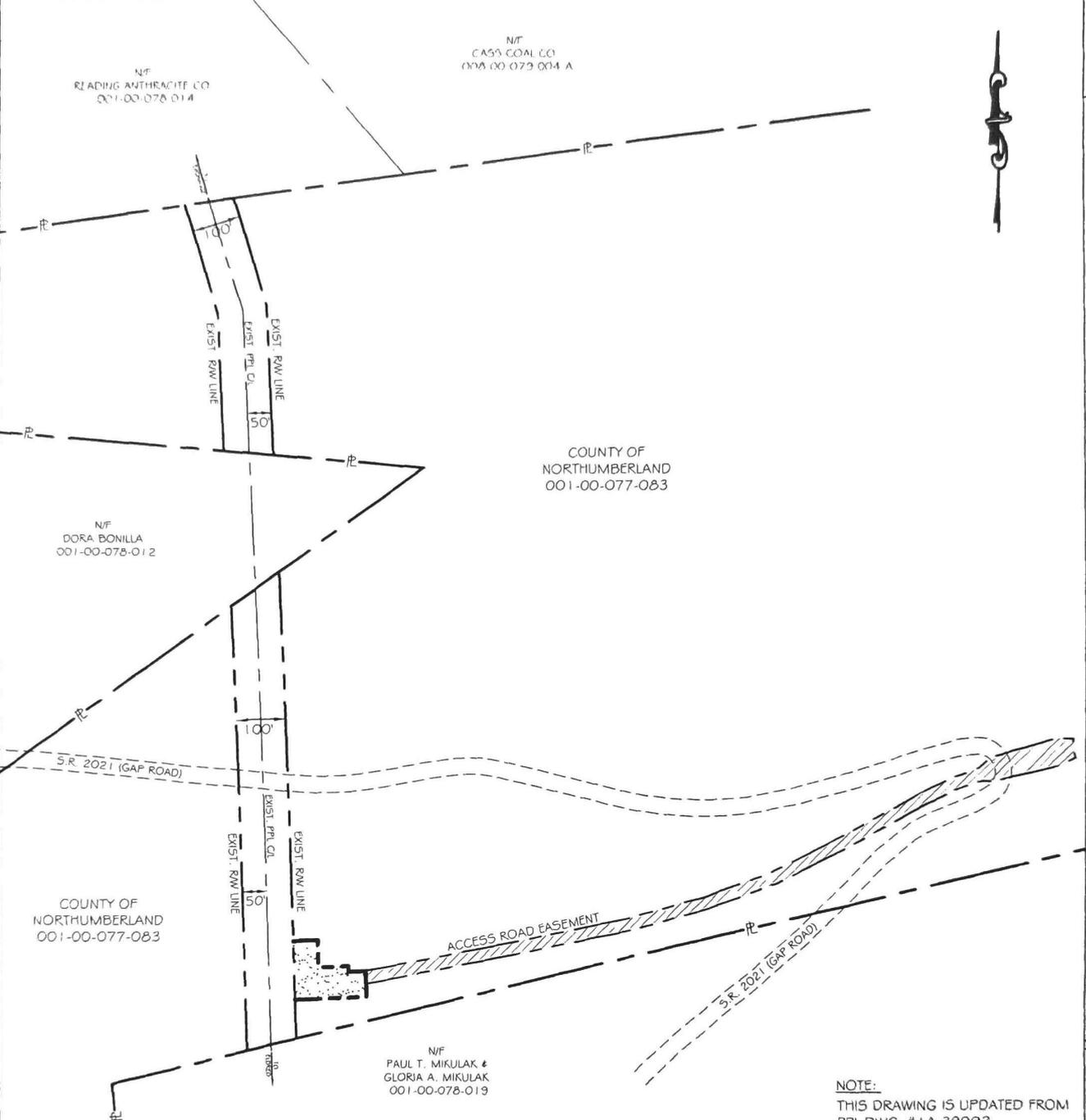
IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

Commonwealth of Pennsylvania
Notarial Seal
JANE L GAUGLER - Notary Public
CITY OF SUNBURY, NORTHUMBERLAND COUNTY
My Commission Expires Jul 27, 2021

Jane L. Gaugler
Notary Public



BY REV'D APPR.
 REVISION
 ECN/FCN
 ACCT.
 DATE
 NO.



PLAN AND PROFILE
 SHARE
 SORTS
 LOC CODE
 LOC CODE
 LOC CODE
 PRIMARY LOC CODE
 09862

Agreement Dated 9-2-2020
 Copy of this Plan Received By [Signature]
 Date 9-2-2020

NEW PPL RIGHT OF WAY
 ACCESS ROAD EASEMENT

NOTE:
 THIS DRAWING IS UPDATED FROM
 PPL DWG. # LA-39993

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



ACCT. - 10024437
 ECN # - 13235
 SCALE - NONE
 BY - CJS
 REV'D - MJS

ELDRED-REED 69KV TRANSMISSION LINE
 PLAN SHOWING ELECTRIC LINE RIGHT OF WAY OVER PROPERTY OF
 COUNTY OF NORTHUMBERLAND
 DEED BOOK 2215, PAGE 463
 EAST CAMERON TOWNSHIP
 NORTHUMBERLAND COUNTY, PA

APPROVAL: RUSSELL KONDISKO DATE: 8/11/2020
PPL ELECTRIC UTILITIES
 AC A DRAWING NO. **EU00554628** SHEET NO. **1** REVISION **0**
 CAD ID FORMAT



ADDITIONAL CONSIDERATION AGREEMENT

TO BE RECEIVED BY Northumberland County Commissioners, whose address is 399 Stadium Drive, Sunbury, Pennsylvania 17801, Parcel ID 001-00-077-083, from **PPL ELECTRIC UTILITIES CORPORATION** for the sum of Four Thousand Dollars and 00/100 (\$4,000.00) **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 East Cameron Township, Northumberland County, Pennsylvania, the original privileges for which were granted to said Company in an agreement executed by Northumberland County Commissioners, under the date of September 1, 2020.

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

Signed, sealed and delivered In the presence of:

Margaret B. McLeary
Chief Clerk

Northumberland County Commissioners

By: Sam J. Schu 9/1-2020

Title: Chairman

RECEIVED _____, 2020 from PPL Electric Utilities for the sum of Two Thousand One Hundred Twenty Dollars and 00/100 (\$2,120.00) in full payment for the further consideration above mentioned.

Northumberland County Commissioners

By: Sam J. Schu 9/1-2020

Title: Chairman