

**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**

July 20, 2021

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

**Re: PPL Electric Utilities Corporation Amendment of Easement Agreement;  
Union County, Lewisburg, Pennsylvania  
U-2021-3026625**

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Dear Secretary Chiavetta:

On July 14, 2021, PPL Electric Utilities Corporation ("PPL Electric") filed a letter to correct the record on a June 18, 2021 filing, noting that the two (2) amendments in the June filing were related to an original agreement granted by a private landowner, prior to Union County purchasing the property.

The instant filing is a corrected version of the June 18, 2021 filing, containing only one amendment. The second amendment will be filed separately.

Therefore, enclosed for filing please find one Amendment of Easement Agreement between PPL Electric and Union County, Pennsylvania.

Pursuant to 52 Pa. Code § 1.11, this document is to be deemed filed on July 20, 2021, 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

cc via email: Debra Backer

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

**Prepared by and return to:**  
**PPL Electric Utilities Corporation**

**Attn: Ian Van Halem**

**Project: Clinton-Milton – Segment 11**

**Phone: 610-774-4523**

**Address: 2 North 9<sup>th</sup> Street GENN4  
Allentown, PA 18101**

**Parcel ID#: 003-069-043.00000**

## **Amendment of Public Utility Easement**

**KNOW ALL MEN BY THESE PRESENTS,** That County of Union, of 155 North 15<sup>th</sup> Street,  
Lewisburg, located in Union County, Commonwealth of Pennsylvania 17837,  
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 any interest in the \_\_\_\_\_ Township \_\_\_\_\_ of \_\_\_\_\_ Gregg \_\_\_\_\_, County of \_\_\_\_\_ Union \_\_\_\_\_, Commonwealth of Pennsylvania (as further described in certain deed dated \_\_\_\_\_ January 7, 2014 \_\_\_\_\_ and recorded in the Office for Recording of Deeds in and for \_\_\_\_\_ Union \_\_\_\_\_ County in \_\_\_\_\_ Deed \_\_\_\_\_ Book \_\_\_\_\_ 2446 \_\_\_\_\_ Page \_\_\_\_\_ 161 \_\_\_\_\_) (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 **John G. Bower and Ada F. Bower** and PPL, dated **July 21, 1923**, and recorded in the Office of Recording of Deeds in and for **Union County, Pennsylvania** in Deed **Book 6 Page 219** ("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, the undersigned has caused the execution hereof, this 4<sup>th</sup> day of May, 2021.

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County of Union

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By: Robert R Bopp

Title: Chairman

Witness

By:

Susan K

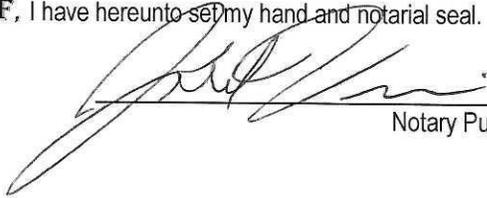
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Commonwealth of Pennsylvania )  
 ) : SS  
County of Union )

On this 4<sup>th</sup> day of May, 2021, before me, the undersigned officer, personally appeared Preston R. Boop  
who acknowledged himself/herself to be the Chairman of the Board of Commissioners  
of \_\_\_\_\_ County of Union \_\_\_\_\_ And that he/she as  
such Chairman \_\_\_\_\_, 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 - Notary Seal  
John Del Vecchio, Notary Public  
Union County  
My commission expires July 1, 2024  
Commission number 1242313  
Member, Pennsylvania Association of Notaries

  
\_\_\_\_\_  
Notary Public





# COUNTY *of* UNION

P E N N S Y L V A N I A

OFFICE OF COMMISSIONERS

COUNTY COMMISSIONERS

Preston R. Boop, Chairman

Jeffrey P. Reber, Vice Chairman

Stacy A. Richards, Secretary

CHIEF CLERK/ADMINISTRATOR

Susan A. Greene

## **RESOLUTION OF THE COUNTY OF UNION**

### **RESOLUTION 2021- 4**

#### **A RESOLUTION TO AUTHORIZE THE EXECUTION OF AMENDMENTS TO PUBLIC UTILITY EASEMENTS WITH PPL ELECTRIC UTILITIES CORPORATION**

WHEREAS, the Union County Board of Commissioners desires to amend existing Public Utility Easements with PPL Electric Utilities Corporation (“PPL”) which concern Union County Tax Parcels No. 003-068-126.00000 and 003-069-043.00000, being originally been recorded in Union County Deed Book 6, at Page 219 (“Easements”), of which Union County is a successor in interest to such Easements; and

WHEREAS, the Amended Easements will change the location of the Easements on the aforementioned lands to a new location; and

WHEREAS, the Union County Commissions act herein to authorize the execution of such Amendments, as well as to identify that the Chairman of the Board of Commissioners is authorized to execute the same.

NOW THEREFORE, the Board approves the Amended Easements, as presented and attached hereto in Exhibit A, and identifies that Preston R. Boop – Union County Commissioner, Chairman, is the authorized Union County representative to execute both Amendments:

FURTHER, THAT the County shall deliver to PPL a copy of this executed resolution and that the authority to transact business, including but not limited to the execution of the Amendment of Public Utility Easements, with the aforementioned named individual so authorized to act on behalf of Union County.

NOW, THEREFORE, the Union County Board of Commissioners, on this 4th day of May, 2021, hereby approve the provided resolutions.

Attest:

  
\_\_\_\_\_  
Susan Greene, Chief Clerk

Union County Board of Commissioners:

  
\_\_\_\_\_  
Preston R. Boop, Chairman

  
\_\_\_\_\_  
Jeffrey P. Reber, Vice Chairman

  
\_\_\_\_\_  
Stacy Richards, Secretary