

Michael J. Shafer
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E-File

April 1, 2022

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;
Hampden Township, Cumberland 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 Hampden Township, Cumberland 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 July 12, 1967.

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 1, 2022, 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, stylized graphic that resembles a signature or a set of initials.

Michael J. Shafer

Enclosure

PPL Form 100-19 Ind. (7/2018)

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

Prepared by and return to:
PPL Electric Utilities Corporation

Attn: Jeff Eberwein

Project: Hampden Tap

Phone: 610-774-5458

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

Parcel ID#: 10-21-0281-001

Amendment of Public Utility Easement

KNOW ALL MEN BY THESE PRESENTS, That Township of Hampden, of 209 South Sporting Hill Road, Mechanicsburg, located in Cumberland County, Commonwealth of Pennsylvania 17050,

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 60 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 Hampden, County of Cumberland, Commonwealth of Pennsylvania (as further described in certain deed dated March 20, 1967 and recorded in the Office for Recording of Deeds in and for Cumberland County in Deed Book 177 Page 107) and (as further described in certain deed dated June 8, 1966 and recorded in the Office for Recording of Deeds in and for Cumberland County in Deed Book 21-Z Page 672) and (as further described in certain deed dated August 26, 1966 and recorded in the Office for Recording of Deeds in and for Cumberland County in Deed Book 22-C Page 662) (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 excepting those buildings noted on Exhibit "A", which buildings PPL and GRANTOR agree shall not be enlarged, increased, or modified to be larger than their current dimensions; 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 Township of Hampden and PPL, dated July 12, 1967 and recorded in the Office of Recording of Deeds in and for Cumberland County, Pennsylvania in Deed Book 183 Page 1007 ("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.

It is understood and agreed that the fence presently located within the Easement Area will not be permanently removed by PPL and that the GRANTOR agrees that the portion of the fence now located on the easement will not be enlarged, increased, or modified to be larger than its current dimensions. Notwithstanding the foregoing, if it is determined that the presence of the fence violates any laws, rules or regulations concerning or relating to the operation of electric lines and facilities, PPL agrees, at its cost, to relocate the fence immediately outside the Easement area at a location and configuration agreed to by the GRANTOR and PPL. Any and all damages caused

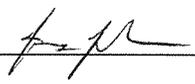
to the fence during construction and maintenance of the said PPL Facilities shall be repaired, replaced or paid for by PPL at fair market value.

IN WITNESS WHEREOF, the undersigned has caused the execution hereof, this 30th day of March, 2022.

Township of Hampden

By: 

Title: Township Manager

Witness
By: 

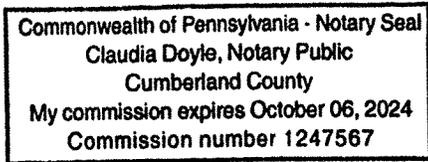
Commonwealth of Pennsylvania)

:SS

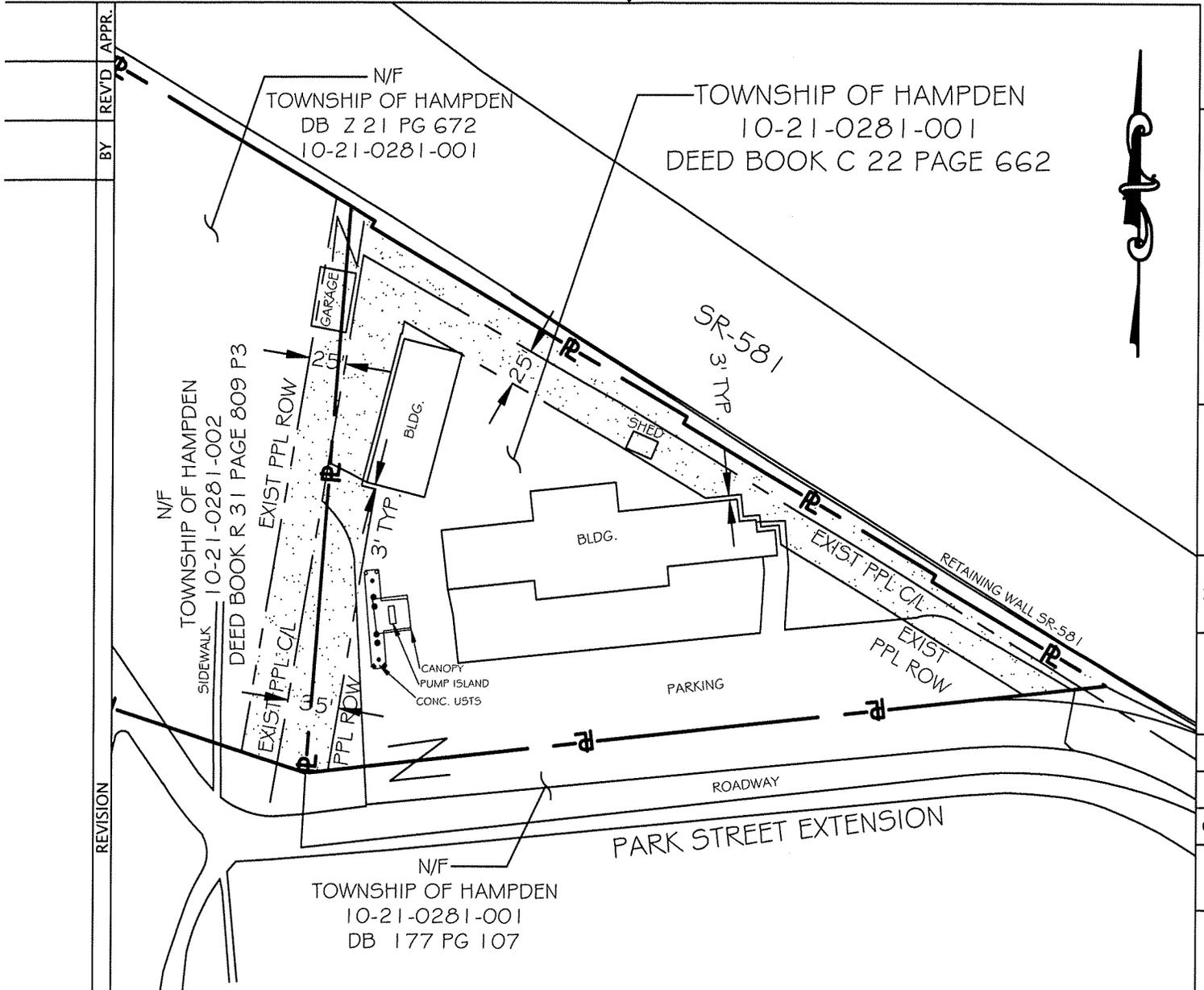
County of Cumberland)

On this 30th day of March, 2022, before me, the undersigned officer, personally appeared Keith B. Metts who acknowledged himself/herself to be the manager of Township of Hampden and that he/she as such manager, 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.



Claudia Doyle
Notary Public



PLAN AND PROFILE

N SHARE

C SORTS

LOC CODE

LOC CODE

LOC CODE

19975 PRIMARY LOC CODE

PPL RIGHT OF WAY
 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.- 10037455
ECN #	ECN # - 15326
SCALE	SCALE- NONE
BY	BY- CMK
REV'D	REV'D- RJK
DATE	
NO.	

HAMPDEN 138KV TRANSMISSION TAP

PLAN SHOWING ELECTRIC LINE RIGHT OF WAY TO BE ACQUIRED OVER LANDS OF
 TOWNSHIP OF HAMPDEN
 DEED BOOK C 22 PAGE 662, DEED BOOK Z 21 PAGE 672, DEED BOOK R 31 PAGE 808
 HAMPDEN TOWNSHIP CUMBERLAND COUNTY, PA.

APPROVAL
 MICHAEL J. SKOKOSKI 10/08/2021

PPL ELECTRIC UTILITIES

AC	A	DRAWING NO.	SHEET NO.	REVISION
CAD ID	FORMAT	EU00564778	1	0