

**Michael J. Shafer**  
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**E-File**

September 15, 2022

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;  
North Schuylkill School District – Parcel ID #04-06-0027.001  
Township of Butler, Schuylkill County, Pennsylvania**

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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 North Schuylkill School District located in the Township of Butler, Schuylkill County, Pennsylvania. This agreement is being filed pursuant to 66 Pa. C.S.A. § 507.

PPL Electric is unable to locate the docket number for the original easement agreement due to the age of the agreement, which was dated October 14, 1921.

Pursuant to 52 Pa. Code § 1.11, the enclosed document is to be deemed filed on September 15, 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", written in a cursive style.

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: Ian Van Halem

Project: Frackville - Mowry

Phone: 610-774-4523

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

Parcel ID#: 04-06-0027.001

## Amendment of Public Utility Easement

**KNOW ALL MEN BY THESE PRESENTS**, That North Schuylkill School District, of 15 Academy Lane, Ashland, located in Schuylkill County, Commonwealth of Pennsylvania 17921, 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 Butler, County of Schuylkill, Commonwealth of Pennsylvania (as further described in certain deed dated August 17, 1979 and recorded in the Office for Recording of Deeds in and for Schuylkill County in Deed Book 1278 Page 169) (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 **Joseph R. Rhodes and Lizzie Rhodes** and PPL, dated **October 14, 1921** and recorded in the Office of Recording of Deeds in and for **Schuylkill** County, Pennsylvania in Deed Book **44** Page **329** ("Original Easement") and between **John L. Malone and Bridget Malone** and PPL, dated **January 5, 1922** and recorded in the Office of Recording of Deeds in and for **Schuylkill** County, Pennsylvania in Deed Book **44** Page **485** ("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 14<sup>th</sup> day of July, 2022.

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North Schuylkill School District

By: Robert J. Ackell

Witness

By:

Merrilyn Craig

Title: SUPERINTENDENT

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Commonwealth of Pennsylvania )

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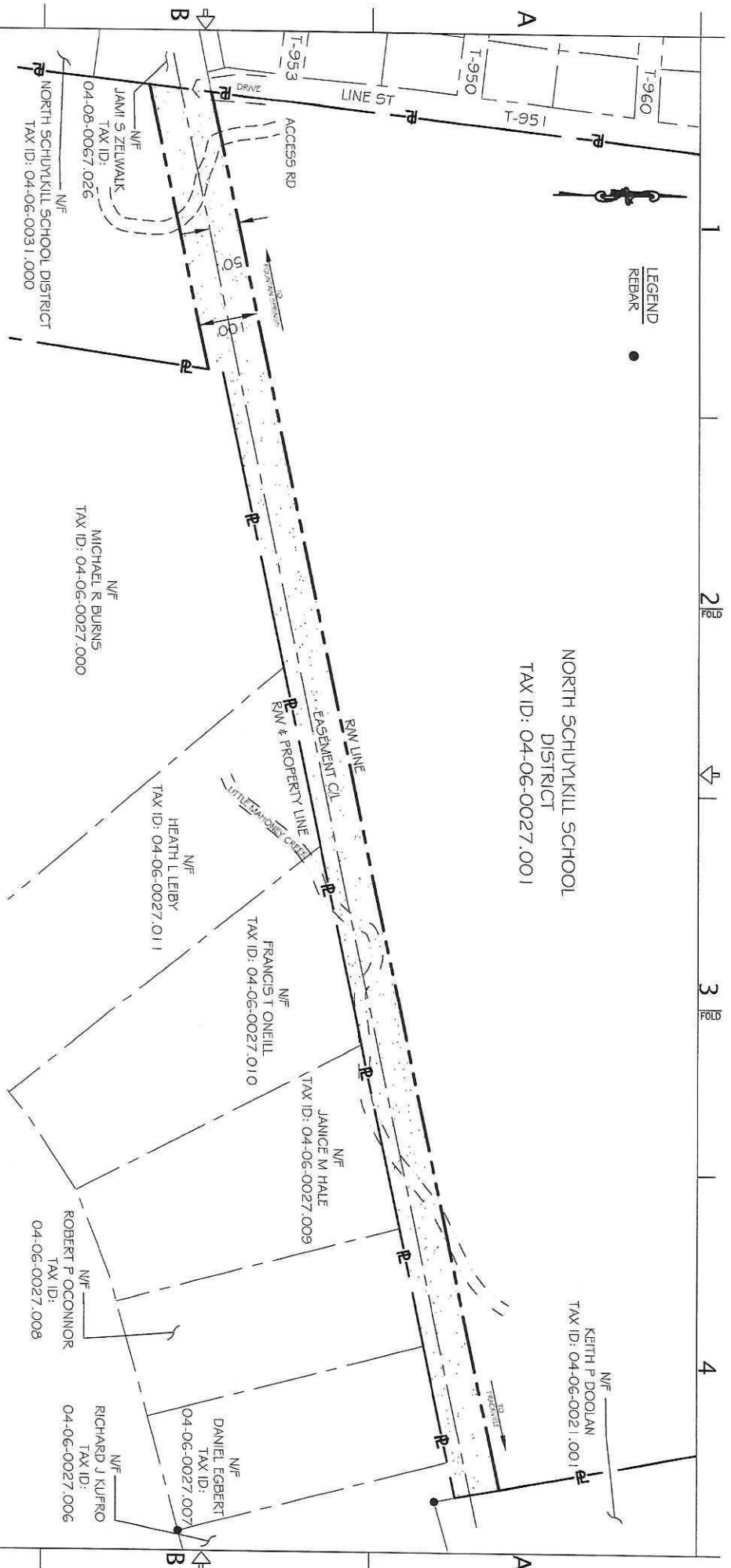
County of Schuylkill )

On this 14<sup>th</sup> day of July, 2022, before me, the undersigned officer, personally appeared Robert J. Ackell who acknowledged himself/herself to be the Superintendent of North Schuylkill School District and that he/she as such Superintendent, 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.

  
Deanna L. Hogan  
Notary Public

Commonwealth of Pennsylvania - Notary Seal  
Deanna L. Hogan, Notary Public  
Schuylkill County  
My commission expires June 14, 2024  
Commission number 1073106  
Member, Pennsylvania Association of Notaries



**REBAR** PPL Right of Way  
 Agreement Dated  
 Copy of this Plan  
 Received By RJA 9/15/22  
 Date

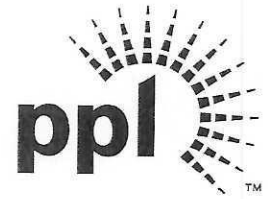
NOTE: FOR EXACT LOCATION OF RW AND/OR FACILITIES WITHIN THE RW,  
 CONTACT THE LOCAL PPL ELECTRIC UTILITIES CORPORATION OFFICE.

NO.	DATE	ACCT.	ECN/FCN	REVISION
				16275

ACT# - 100496930	FRACKVILLE-MOWRY 69 KV TRANSMISSION LINE
ECN # - 16219	PLAN SHOWING ELECTRIC LINE RIGHT OF WAY OVER PROPERTY OF
SCALE - NONE	NORTH SCHUYLKILL SCHOOL DISTRICT
BY - NRL	DEED BOOK 1278, PAGE 169
REV/D - MJS	
APPROVED	BUTLER TOWNSHIP
RUSSELL J. KONDISO	SCHUYLKILL COUNTY, PA
DATE 07/25/2022	
PPL ELECTRIC UTILITIES	
SHEET NO. 1	REVISION 0



THIS FORMAT CONTAINS REQUIRED METADATA ATTRIBUTES



ADDITIONAL CONSIDERATION AGREEMENT

TO BE RECEIVED BY North Schuylkill School District, whose address is 15 Academy Lane, Ashland, Commonwealth of Pennsylvania 17921, Parcel ID 04-06-0027.001, from **PPL ELECTRIC UTILITIES CORPORATION** for the sum of One Thousand Dollars and 00/100 (\$1,000.00) 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 Butler Township, Schuylkill County, Pennsylvania, the original privileges for which were granted to said Company in an agreement executed by North Schuylkill School District under the date of July 13, 2022.

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

Signed, sealed and delivered In the presence of:

Maria Lynn Craig

North Schuylkill School District

By: Robert J Adell

Title: SUPERINTENDENT

RECEIVED \_\_\_\_\_, 2022 from PPL Electric Utilities for the sum of One Thousand Dollars and 00/100 (\$1,000.00) in full payment for the further consideration above mentioned.

North Schuylkill School District

By: \_\_\_\_\_

Title: \_\_\_\_\_