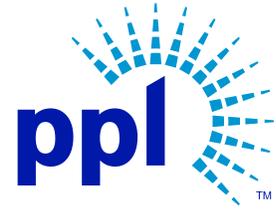


**Michael J. Shafer**  
Senior Counsel

**PPL**  
Two North Ninth Street  
Allentown, PA 18101-1179  
Tel. 610.774.2599 Fax 610.774.4102  
MJShafer@pplweb.com



**E-File**

January 30, 2023

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 Easement Agreement;  
Township of Swatara, Dauphin County, Pennsylvania**

Dear Secretary Chiavetta:

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

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 January 30, 2023, 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: Jeff Eberwein**

**Project: Hummelstown - Harrisburg 1 & 2**

**Phone: 610-774-5458**

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

**Parcel ID#: 63-024-060**

## **Grant of Public Utility Easement**

**KNOW ALL MEN BY THESE PRESENTS,** That The Township of Swatara, a Township of the First Class of Dauphin County, Pennsylvania, of 599 Eisenhower Boulevard, Harrisburg, located in Dauphin County, Commonwealth of Pennsylvania 17111,

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 150 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 Swatara, County of Dauphin, Commonwealth of Pennsylvania (as further described in certain deed dated February 21, 1963 and recorded in the Office for Recording of Deeds in and for Dauphin County in Deed Book O-48 Page 30) (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. PPL will 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 Grant of Public Utility Easement shall be binding on GRANTOR and PPL and his/her/their/its heirs, executors, administrators, successors and/or assigns.

**It is agreed and understood that PPL shall conduct a commercially reasonable best-effort to attempt notifying the property owner prior to entering the property covered by this Easement Agreement, with the exception of cases of emergency.**

**It is further understood and agreed that PPL does hereby covenant, promise and agree, except as herein otherwise provided, to indemnify and save harmless GRANTOR, its Board of Commissioners, Manager, employees, representatives, and agents from any and all loss, damage or injury that may be caused by reason of the construction, reconstruction, maintenance or repair of PPL Facilities on the property of GRANTOR, except to the extent that such loss, damage or injury arises out of or results from the negligence or willful misconduct of GRANTOR or his/her/its employees or agents.**

**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 27 day of January, 2023.

---

Township of Swatara

By: 

Witness

By: 

Title: Manager

---

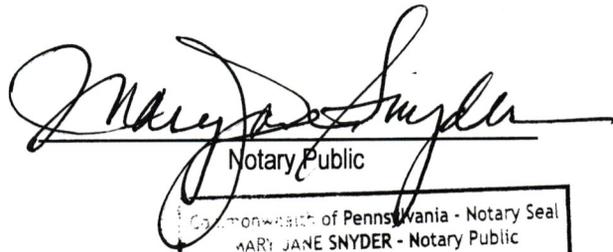
Commonwealth of Pennsylvania )

:SS

County of Dauphin )

On this 27 day of January, 2023, before me, the undersigned officer, personally appeared James R. Fosselma who acknowledged himself/herself to be the Manager of Township of Swatara and that he/she as such James R. Fosselma, 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.

  
Notary Public

Commonwealth of Pennsylvania - Notary Seal  
MARY JANE SNYDER - Notary Public  
Dauphin County  
Commission Expires September 22, 2026  
Commission Number 1156598

NO. DATE REV'D MJS BY REV'D APPR.



N/F  
CONEWAGO CONTRACTORS INC.  
63-024-106

N/F  
MOUNTAINEER  
PROPERTIES LLC  
63-024-134

GIBSON BOULEVARD

S.R. 3008

N/F  
PPL ELECTRIC  
UTILITIES CORPERATION  
63-024-039

TOWNSHIP OF SWATARA  
63-024-060

TOWNSHIP OF SWATARA  
63-024-060

R/W LINE

NEW PPL C/L

FIRE HYDRANT

R/W LINE

75'

150'

EX. PPL ROW

EX. PPL ROW

EX. PPL ROW

EX. PPL C/L

EX. PPL ROW

Agreement Dated \_\_\_\_\_  
Copy of this Plan \_\_\_\_\_  
Received By \_\_\_\_\_  
Date \_\_\_\_\_

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



PPL ELECTRIC UTILITIES

**GIBSON BOULEVARD SUBSTATION TIE LINES**

PLAN SHOWING ELECTRIC LINE RIGHT OF WAY OVER PROPERTY OF  
TOWNSHIP OF SWATARA  
DEED BOOK 048, PAGE 30

SWATARA TWP. DAUPHIN CO., PA

APPROVAL  
RUSSELL J. KONDISKO 5/11/2022

PPL ELECTRIC UTILITIES

AC A  
CAD ID FORMAT

DRAWING NO.

**EU00567303**

SHEET NO.

REVISION  
**1 0**

PLAN AND PROFILE  
SHARE  
SORTS  
LOC CODE  
25960  
LOC CODE  
25950  
PRIMARY LOC CODE