

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

February 27, 2023

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;
Loganton Borough, Clinton County, Pennsylvania – Parcel ID # 13-6590-87**

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 Loganton Borough, Clinton 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 June 11, 1947.

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 February 27, 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, stylized graphic that resembles a signature or a set of initials.

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: Chad Huber

Project: Sunbury - Lockhaven

Phone: 610-774-6610

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

Parcel ID#: 13-6590-87

Amendment of Public Utility Easement

KNOW ALL MEN BY THESE PRESENTS, That Loganton Borough, of PO Box 27, Loganton,
located in Clinton County, Commonwealth of Pennsylvania 17747,
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 Borough of Loganton and in the Township of Greene, County of Clinton, Commonwealth of Pennsylvania (as further described in certain deed dated February 11, 1958 and recorded in the Office for Recording of Deeds in and for Clinton County in Deed Book 187 Page 285) (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 **Laura J. Meyer** and PPL, dated **June 11, 1947** and recorded in the Office of Recording of Deeds in and for **Clinton County, Pennsylvania** in Deed Book **20** Page **54** ("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 25 day of JANUARY, 2023.

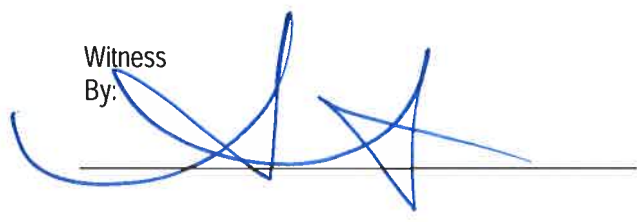


Loganton Borough

By: Myron Szyler

Title: BOROUGH PRESIDENT

Witness
By:



A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke, written over a horizontal line.



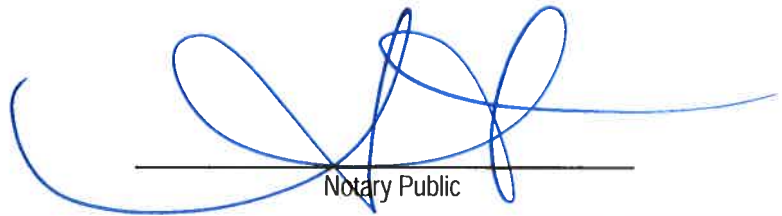
Commonwealth of Pennsylvania)

:SS

County of Clinton)

On this 27 day of January, 2023, before me, the undersigned officer, personally appeared Myron Syle who acknowledged himself/herself to be the President of Loganton Borough and that he/she as such Myron Syle, 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.

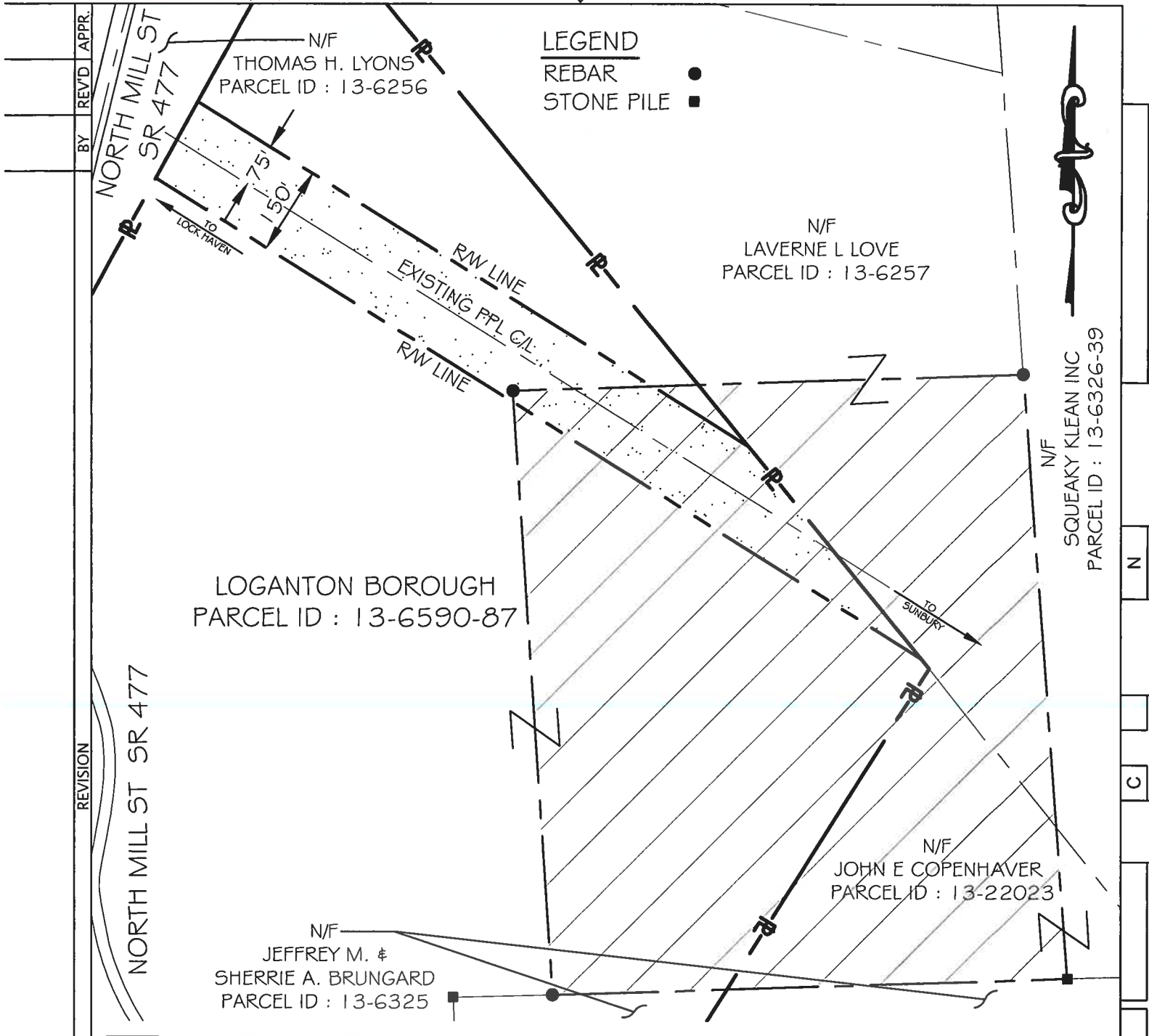


Notary Public

Commonwealth of Pennsylvania - Notary
Samantha Tressier, Notary Public
Lycoming County
My commission expires July 3, 2026
Commission number 1334546
Member, Pennsylvania Association of Notaries

LEGEND

- REBAR ●
- STONE PILE ■



LOGANTON BOROUGH
PARCEL ID : 13-6590-87

N/F
JEFFREY M. &
SHERRIE A. BRUNGARD
PARCEL ID : 13-6325

N/F
LAVERNE L LOVE
PARCEL ID : 13-6257

N/F
JOHN E COPENHAVER
PARCEL ID : 13-22023

N/F
SQUEAKY KLEAN INC
PARCEL ID : 13-6326-39

AREA(S) OF POTENTIAL ENCROACHMENT

PPL RIGHT OF WAY

Agreement Dated
Copy of this Plan

Received By *Myron Syle*
Date 1-25-23

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



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

ACCT.- 10051107
ECN #- 7480
SCALE- NONE
BY- CMK
REV'D- RJK

SUNBURY- LOCK HAVEN LINE
PLAN SHOWING ELECTRIC LINE RIGHT OF WAY OVER PROPERTY OF
THE BOROUGH OF LOGANTON
DEED BOOK 187, PAGE 285

GREENE TOWNSHIP
APPROVAL
MICHAEL J. SKOKOSKI 11/25/2022

CLINTON COUNTY, PA.
PPL ELECTRIC UTILITIES

AC	A	DRAWING NO.	SHEET NO.	REVISION
CAD ID	FORMAT	EU00569017	1	0

53250



LOGANTON BOROUGH

October 14, 2022

**David Shreckengast,
Mayor**

**Myron Seyler,
President**

**Robert Douty,
Vice President**

**Dianne Fye,
Council Member**

**Danny Garverick,
Council Member**

**Helen Imes,
Council Member**

**Judy S. Karstetter,
Council Member**

**Christopher T. Scaff
Council Member**

**Samantha Tressler,
Secretary/Treasurer**

PPL Electric Utilities
5000 Tilghman St., Suite 157
Allentown, PA 18104
ATTN: Matt Sly

RE: Authorization

TO: Matt Sly

This letter is to serve as a notice that as Borough President, Myron Seyler is an authorized signer for Loganton Borough.

Please do not hesitate to contact our office with any questions or concerns. Thank you.

Sincerely,
Loganton Borough Council,

Samantha Tressler, Secretary/Treasurer

141 N. Mill Street
Loganton, PA 17747
(570) 725-2393 (phone)
(570) 725-2389 (fax)