

Michael J. Shafer
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E-File

March 3, 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;
City of Lancaster, Lancaster 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 the City of Lancaster, Lancaster 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 February 20, 1980.

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 March 3, 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: South Akron - Prince

Phone: 610-774-5458

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

Parcel ID#: 3909397900000

Amendment of Public Utility Easement

KNOW ALL MEN BY THESE PRESENTS, That City of Lancaster, of 120 North Duke Street, Lancaster, located Lancaster County, Commonwealth of Pennsylvania 17602, 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 110 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 City of Lancaster, County of Lancaster, Commonwealth of Pennsylvania (as further described in certain deed dated February 23, 2022 and recorded in the Office for Recording of Deeds in and for Lancaster County in Deed Instrument Number 6666238) (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.

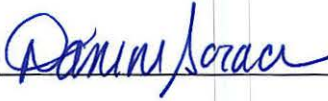
This Amendment of Public Utility Easement amends and supersedes, but only insofar as it relates to the property now owned by the GRANTOR herein, that certain Grant of Public Utility Easement between **The City of Lancaster Authority** and PPL, dated **February 20, 1980** and recorded in the Office of Recording of Deeds in and for **Lancaster County, Pennsylvania** in Deed Book **Y-80** Page **163** ("Original Easement") and **The City of Lancaster Authority** and PPL, dated **February 20, 1980** and recorded in the Office of Recording of Deeds in and for **Lancaster County, Pennsylvania** in Deed Book **D-82** Page **128** ("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.

GRANTOR understands and agrees that any proposed improvements, including but not limited to walking and biking trails, landscaping, parking and detention or retention basins and ponds, within the Easement Area, require submitting plans to PPL showing such improvements, and an Encroachment Agreement in recordable form permitting GRANTOR to encroach upon the Easement Area upon terms and conditions acceptable to PPL and permitted under PPL's then existing Encroachment Guidelines.

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 27th day of February, 2023.

City of Lancaster

By: 

Witness
By:


CITY CLERK

Title: Mayor

Commonwealth of Pennsylvania)

:SS

County of Lancaster)

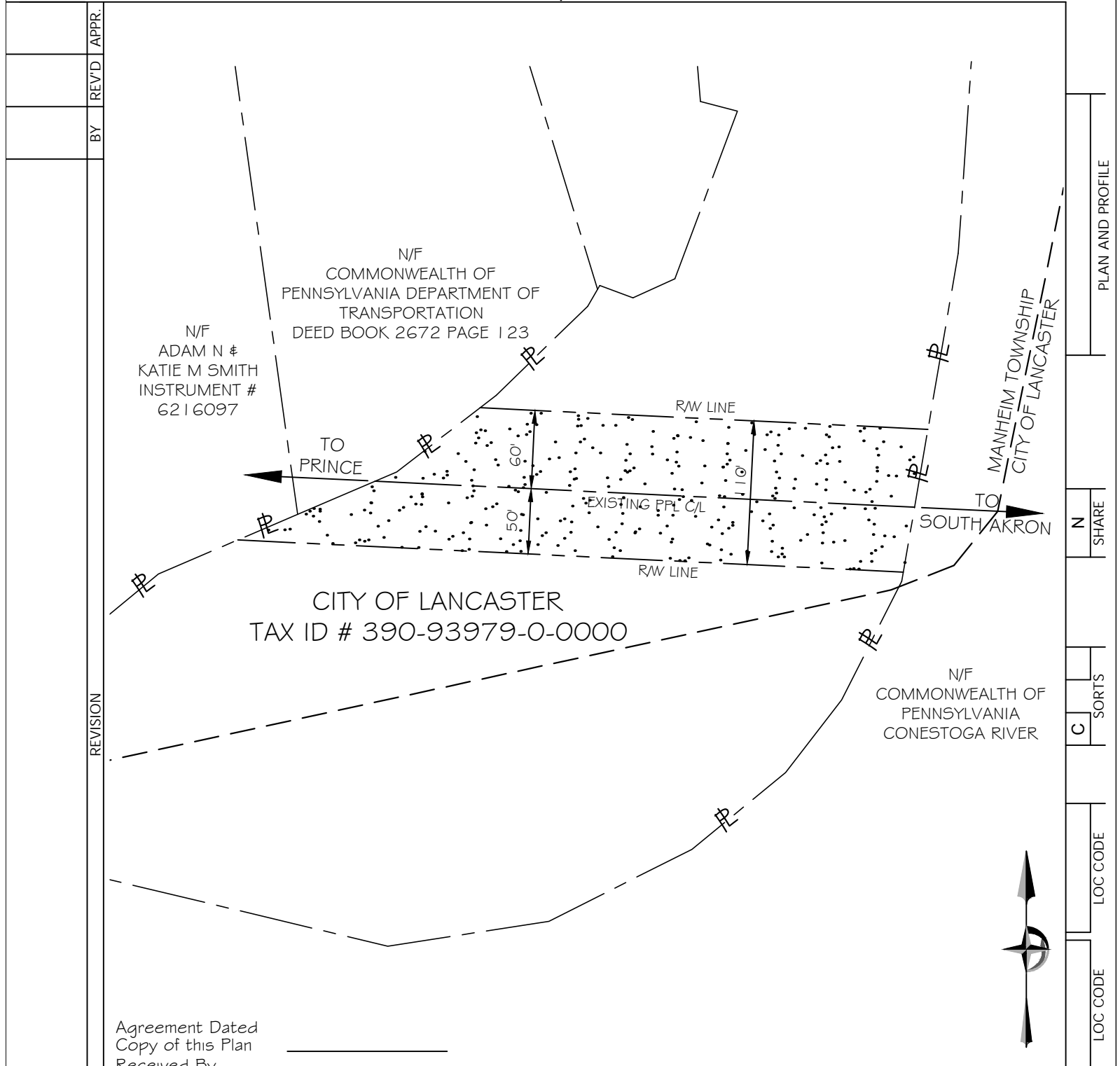
On this 27th day of FEBRUARY, 2023, before me, the undersigned officer, personally appeared DANENE SORACE who acknowledged himself/herself to be the MAYOR of City of Lancaster and that he/she as such MAYOR, being authorized to do so, executed the foregoing instrument for the purposes stated therein.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.



Notary Public

Commonwealth of Pennsylvania - Notary Seal
Angela M. Boyle, Notary Public
Lancaster County
My commission expires February 5, 2026
Commission number 1186302
Member, Pennsylvania Association of Notaries



APPR.	
REV'D	
BY	
REVISION	
ECN/FCN	

PLAN AND PROFILE
SHARE
SORTS
LOC CODE
LOC CODE
LOC CODE
LOC CODE
46470
PRIMARY LOC CODE

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.



ACCT.	ACCT. - 10055090
	ECN # - 16354
	SCALE - None
	BY - KMF

SOUTH AKRON - PRINCE 138KV TRANSMISSION LINE
 PLAN SHOWING ELECTRIC LINE RIGHT OF WAY OVER PROPERTY OF
 CITY OF LANCASTER
 INSTRUMENT # 6268696

DATE	REV'D - RJK
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MANHEIM TOWNSHIP
 APPROVAL Michael J Skokoski DATE 10/25/2022
 LANCASTER COUNTY, PA
PPL ELECTRIC UTILITIES

NO.	AC	A
	CAD ID	FORMAT

DRAWING NO.	EU00568916	SHEET NO.	1	REVISION	0
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