

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 10, 2024

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 Easement Agreement;
Township of New Castle, Schuylkill 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 New Castle, Schuylkill 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 10, 2024, 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: Nick Sweigart

Frackville – Fishbach

Phone: 717-216-9704

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

Parcel ID#: 17-07-0026.000

Grant of Public Utility Easement

KNOW ALL MEN BY THESE PRESENTS, That New Castle Township, of the Township of New Castle, County of Schuylkill, and State of Pennsylvania, of 258 Broad Street, Saint Clair, located in Schuylkill County, Commonwealth of Pennsylvania 17970,

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 New Castle, County of Schuylkill, Commonwealth of Pennsylvania (as further described in certain deed dated December 6, 2020 and recorded in the Office for Recording of Deeds in and for Schuylkill County in Deed Book 2716 Page 2625) (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 Grant of Public Utility Easement shall be binding on GRANTOR and PPL and his/her/their/its heirs, executors, administrators, successors and/or assigns.

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 structure presently located within the Easement Area as identified on the plan attached hereto will not be removed by PPL and that the GRANTOR agrees that the portion of the structure now located on the easement will not be enlarged, increased, or modified to be larger than its current dimensions. Notwithstanding the foregoing, GRANTOR agrees to remove the structure if its presence violates any laws, rules or regulations concerning or relating to the operation of electric lines and facilities.

IN WITNESS WHEREOF, the undersigned has caused the execution hereof, this 2nd day of January, 2024.

New Castle Township

By: Kimberly Gubkaran, Sec

Title: Secretary

Witness
By:

[Signature]

Commonwealth of Pennsylvania)

:SS

County of Schuylkill)

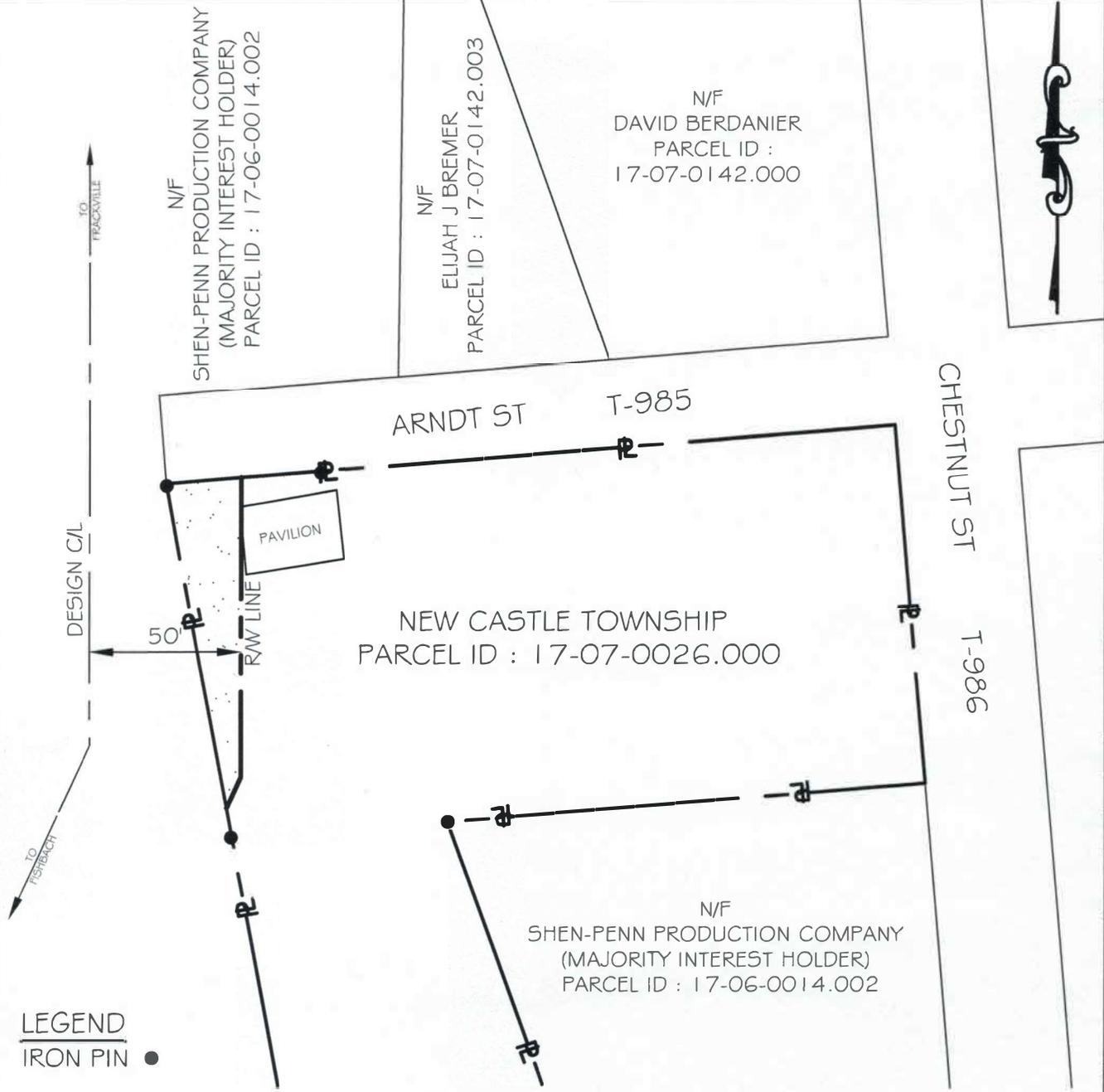
On this 2nd day of January, 2024, before me, the undersigned officer, personally appeared Kimberly LutzKlein who acknowledged himself/herself to be the Secretary of New Castle Township and that he/she as such Secretary, being authorized to do so, executed the foregoing instrument for the purposes stated therein.

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

Commonwealth of Pennsylvania - Notary Seal
Collin Curtis Stephens, Notary Public
Lehigh County
My commission expires January 29, 2026
Commission number 1322730

Collin Curtis Stephens
Notary Public

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



LEGEND
IRON PIN ●

RIGHT OF WAY TO BE ACQUIRED BY PPL

Agreement Dated 11/21/2024
 Copy of this Plan [Signature]
 Received By [Signature]
 Date 11/21/2024

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



PLAN AND PROFILE
N SHARE
C SORTS
LOC CODE
LOC CODE
LOC CODE
PRIMARY LOC CODE 15050

ACCT.- 12998999
 ECN #- 13497
 SCALE- NONE
 BY- CMK
 REV'D- MJS

FRACKVILLE-FISHBACH #2 69KV TRANSMISSION LINE
 PLAN SHOWING ELECTRIC LINE RIGHT OF WAY OVER PROPERTY OF
 NEW CASTLE TOWNSHIP
 DEED BOOK 2716, PAGE 2625
 NEW CASTLE TOWNSHIP SCHUYLKILL COUNTY, PA.

APPROVAL
 MICHAEL J. SKOKOSKI DATE 12/05/2023
PPL ELECTRIC UTILITIES
 AC A DRAWING NO. SHEET NO. REVISION
 CAD ID FORMAT **EU00574906** 1 0



ADDITIONAL CONSIDERATION AGREEMENT

TO BE RECEIVED BY New Castle Township, whose address is 248 Broad St. Street, Saint Clair, Pennsylvania 17970, Parcel ID 17-07-0026.000, 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 New Castle Township, Schuylkill County, Pennsylvania, the original privileges for which were granted to said Company in an agreement executed by New Castle Township under the date of 11/21/2024.

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

Signed, sealed and delivered In the presence of:

[Signature]

New Castle Township

By: [Signature]

Title: Secretary

RECEIVED _____, 2024 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.

New Castle Township

By: _____

Title: _____