

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

July 5, 2024

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;  
Hampden Township, Mechanicsburg, Cumberland County,  
Pennsylvania – Parcel ID #10-21-0279-207B**

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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 Hampden Township, Mechanicsburg, Cumberland County, Pennsylvania. The project is being performed at the Township’s request; therefore, there is no additional consideration being paid.

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 1, 1967.

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 July 5, 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, semi-transparent rectangular background.

Michael J. Shafer

Enclosure

PPL Form 100-19 (7/2018)

This instrument solely grants, vests or confirms a public utility easement.

**Prepared by and return to:**  
**PPL Electric Utilities Corporation**

**Attn: Jeff Eberwein**

**Project: Cumberland – West Shore**

**Phone: 610-774-5458**

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

**Parcel ID#: 10-21-0279-207B**

## **Amendment of Public Utility Easement**

**KNOW ALL MEN BY THESE PRESENTS**, That the Township of Hampden, of 209 S. Sporting Hill Road, Mechanicsburg, located in Cumberland County, Commonwealth of Pennsylvania 17050, 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 45 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 Hampden, County of Cumberland, Commonwealth of Pennsylvania (as further described in certain deed dated September 28, 1990 and recorded in the Office for Recording of Deeds in and for Cumberland County in Deed Book U-34 Page 570) (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 supercedes, but only insofar as it relates to the property now owned by the GRANTOR herein, that certain Grant of Public Utility Easement between **Ida Weitzel, Hary M. Weitzel and Mildred E. Weitzel** and PPL, dated **February 1, 1967** and recorded in the Office of Recording of Deeds in and for **Cumberland** County, Pennsylvania in Deed Book **181** Page **241** ("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.**

**PPL shall restore GRANTOR Property to substantially the same condition that the property was in prior to the construction, installation or repair of the electric facilities.**

It is understood and agreed that the driveway 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 driveway 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 driveway if its presence violates any laws, rules or regulations concerning or relating to the operation of electric lines and facilities.


IN WITNESS WHEREOF, said GRANTOR has caused this agreement to be executed in its corporate name by its proper officers, this 27<sup>th</sup> day of June, 2024.

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Township of Hampden

By: 

Witness  
By:



Title: President, Board of Commissioners

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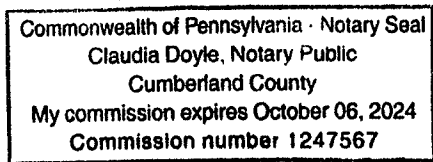
Commonwealth of Pennsylvania )

:SS

County of Cumberland )

On this 27<sup>th</sup> day of June, 2024, before me, the undersigned officer, personally appeared Nathan Silcox who acknowledged himself/herself to be the Board President of Hampden Township and that he/she as such officer, 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.



Claudia Doyle  
Notary Public



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



SPORTING HILL ROAD S.R. 1013 (40'RW)

N/F  
HAMPDEN TOWNSHIP  
10-21-0279-207A

TOWNSHIP OF HAMPDEN  
10-21-0279-207BEX

N/F  
BHUTANESE BUDDHIST ORGANIZATION  
10-21-0281-032

PPL RIGHT OF WAY  
 Agreement Dated 10/27/2024  
 Copy of this Plan Received By [Signature]  
 Date 11/1/2024

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



ACCT.- 10058251  
 ECN #- 16739  
 SCALE- NONE  
 BY- CMK  
 REV'D- RJK

**CUMBERLAND WEST SHORE 1 & 2 69KV TRANSMISSION LINE**  
 PLAN SHOWING ELECTRIC LINE RIGHT OF WAY OVER PROPERTY OF  
 TOWNSHIP OF HAMPDEN  
 DEED BOOK 34U , PAGE 570

HAMPDEN TOWNSHIP  
 APPROVAL  
 MICHAEL J. SKOKOSKI DATE 05/16/2024

CUMBERLAND COUNTY, PA.  
**PPL ELECTRIC UTILITIES**

AC	A	DRAWING NO.	SHEET NO.	REVISION
CAD ID	FORMAT	<b>EU00579125</b>	<b>1</b>	<b>0</b>

PLAN AND PROFILE  
 N SHARE  
 C SORTS  
 LOC CODE  
 LOC CODE  
 LOC CODE  
 08182 PRIMARY LOC CODE