

**Michael J. Shafer**  
Senior Counsel

**PPL**  
645 Hamilton Street, Suite 700  
Allentown, PA 18101  
Tel. 610.774.2599 Fax 610.774.4102  
MJShafer@pplweb.com



**E-File**

September 19, 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;  
Wheatfield Township, Perry County, Pennsylvania  
Parcel ID #290,088.00-024.000**

---

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 Wheatfield Township, Perry 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 July 27, 1964.

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 September 19, 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 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: Juniata – Alburdis**

**Phone: 610-774-5458**

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

**Parcel ID#: 290,088.00-024.000**

## **Amendment of Public Utility Easement**

**KNOW ALL MEN BY THESE PRESENTS**, That Wheatfield Township, a municipal corporation formed under the Pennsylvania Second Class Township Code, of 1280 New Bloomfield Road, New Bloomfield, located in Perry County, Commonwealth of Pennsylvania 17068,

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 for PPL’s and third-party use, fixtures and apparatus above and below ground, hereinafter referred to as “PPL Facilities”, 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 300 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 Wheatfield, County of Perry, Commonwealth of Pennsylvania (as further described in certain deed dated December 14, 2007 and recorded in the Office for Recording of Deeds in and for Perry County in Deed Instrument Number 200711490 ) (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 **Lawrence L. Hoverter and Julia Z. Hoverter** and PPL, dated **July 27, 1964**, and recorded in the Office of Recording of Deeds in and for **Perry** County, Pennsylvania in Deed Book **180** Page **551** ("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 5<sup>th</sup> day of August, 2024.

Wheatfield Township

By: James L. Fuller  
Title: Supervisor  
By: Will N. [unclear]  
Title: Supervisor  
By: Phillip D. Vogel  
Title: Supervisor

Witness  
By:

Cory Muckele



Commonwealth of Pennsylvania )

:SS

County of Perry )

On this 5<sup>th</sup> day of August, 2024, before me, the undersigned officer, personally appeared James L. Fuller who acknowledged himself/herself to be the Supervisor of Wheatfield Township and that he/she as such Supervisor, 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  
Cory L. Mickelson, Notary Public  
Lehigh County  
My commission expires October 18, 2026  
Commission number 1341793

Member, Pennsylvania Association of Notaries

Cory L. Mickelson  
Notary Public

Commonwealth of Pennsylvania )

:SS

County of Perry )

On this 5<sup>th</sup> day of August, 2024, before me, the undersigned officer, personally appeared Phillip D. Vogel who acknowledged himself/herself to be the Supervisor of Wheatfield Township and that he/she as such Supervisor, 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  
Cory L. Mickelson, Notary Public  
Lehigh County  
My commission expires October 18, 2026  
Commission number 1341793  
Member, Pennsylvania Association of Notaries

Cory L. Mickelson  
Notary Public

Commonwealth of Pennsylvania )

:SS

County of Perry )

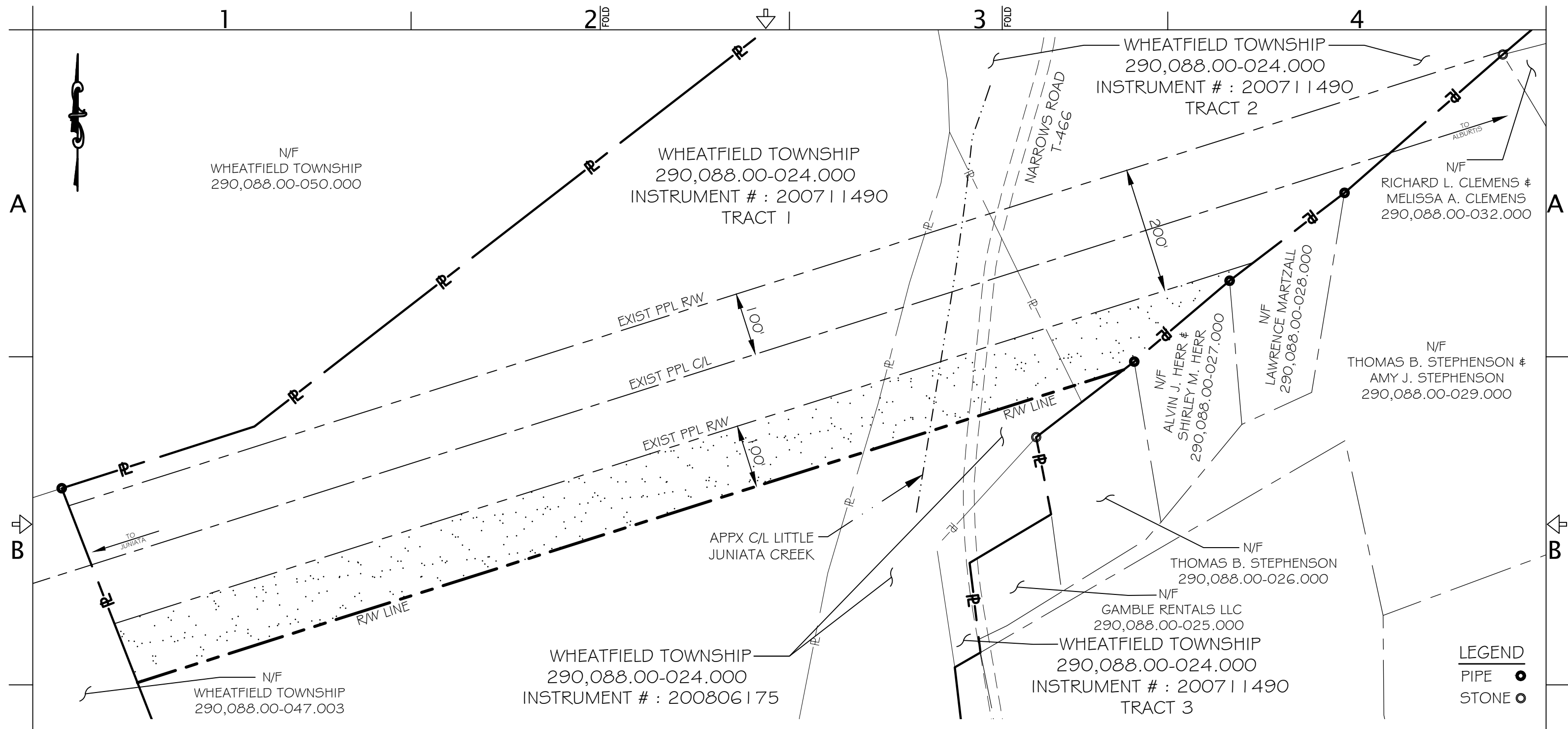
On this 5<sup>th</sup> day of August, 2024, before me, the undersigned officer, personally appeared Jeffrey R. Smith who acknowledged himself/herself to be the Supervisor of Wheatfield Township and that he/she as such Supervisor, being authorized to do so, executed the foregoing instrument for the purposes stated therein.

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

Commonwealth of Pennsylvania - Notary Seal  
Cory L. Mickelson, Notary Public  
Lehigh County  
My commission expires October 18, 2026  
Commission number 1341793  
Member, Pennsylvania Association of Notaries

Cory L. Mickelson  
Notary Public

PPL ELECTRIC UTILITIES  
FORM EU (02/16)



RIGHT-OF-WAY TO BE ACQUIRED BY PPL.

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

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



ACCT.- 10067431	<b>JUNIATA-ALBURTIS 500KV TRANSMISSION LINE</b>		
ECN #- 18013	PLAN SHOWING ELECTRIC LINE RIGHT OF WAY OVER PROPERTY OF		
SCALE- NONE	<b>WHEATFIELD TOWNSHIP</b>		
BY- CMK	INSTRUMENT NUMBERS 200806175 & 200711490, TRACT 1 & TRACT 2		
REV'D- RJK	WHEATFIELD TOWNSHIP PERRY COUNTY, PA		
APPROVED RUSSELL J. KONDISKO		DATE 7/25/2024	<b>PPL ELECTRIC UTILITIES</b>
DRAWING NO. <b>EU00579784</b>		SHEET NO. <b>1</b>	REVISION <b>0</b>

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

PLAN # PROFILE PRIMARY	PLAN # PROFILE	PRIMARY LOC CODE 27900	LOC CODE	LOC CODE	LOC CODE	C	SHARE	N
------------------------	----------------	---------------------------	----------	----------	----------	---	-------	---

THIS FORMAT CONTAINS REQUIRED METADATA ATTRIBUTES



ADDITIONAL CONSIDERATION AGREEMENT

TO BE RECEIVED BY Wheatfield Township, whose address is 1280 New Bloomfield Road, New Bloomfield, Pennsylvania 17068, Parcel ID 290,088.00-024.000, from **PPL ELECTRIC UTILITIES CORPORATION** for the sum of Two Hundred Three Thousand Dollars and 00/100 (\$203,000.00) 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 Wheatfield Township, Perry County, Pennsylvania, the original privileges for which were granted to said Company in an agreement executed by Wheatfield Township under the date of August 5, 2024.

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

Signed, sealed and delivered In the presence of:

Cory Michele \_\_\_\_\_  
By: James L. Fuller \_\_\_\_\_  
Title: Supervisor \_\_\_\_\_  
By: Ally N. Stro \_\_\_\_\_  
Title: Supervisor \_\_\_\_\_  
By: Phillip D. Vogel \_\_\_\_\_  
Title: Supervisor \_\_\_\_\_

---

**RECEIVED** \_\_\_\_\_, 2024 from PPL Electric Utilities for the sum of  
Two Hundred Three Thousand Dollars and 00/100 (\$203,000.00) in full payment for  
the further consideration above mentioned.

Wheatfield Township

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_