

Michael J. Shafer
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E-File

September 19, 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 Amendment of Easement Agreement;
Wheatfield Township, Perry County, Pennsylvania
Parcel ID #290,088.00-050.000**

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, 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: Jeff Eberwein

Project: Juniata – Alburdis

Phone: 610-774-5458

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

Parcel ID#: 290,088.00-050.000

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 Townships of Wheatfield & Miller & Centre, County of Perry, Commonwealth of Pennsylvania (as further described in certain deed dated June 9, 2009 and recorded in the Office for Recording of Deeds in and for Perry County in Deed Instrument Number 200905149) (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 5th day of August, 2024.

Wheatfield Township

By: James L. Fuller
Title: supervisor

By: Phil N. Ho
Title: Supervisor

By: Phillip D. Vogel
Title: Supervisor

Witness
By:

Cory Muehle

Commonwealth of Pennsylvania)

:SS

County of Perry)

On this 5th 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 5th 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 5th 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

MILLER TOWNSHIP
WHEATFIELD TOWNSHIP

WHEATFIELD TOWNSHIP
290,088.00-050.000

N/F
WHEATFIELD TOWNSHIP
290,088.00-047.003

N/F
WILLIAM A. SHEAFFER &
BEATRICE M. SHEAFFER
290,088.00-051.000

 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.

LEGEND
PIPE ○



| | | | |
|-----------------|--|-----------|-------------------------------|
| ACCT.- 10067431 | JUNIATA-ALBURTIS 500KV TRANSMISSION LINE | | |
| ECN #- 18013 | PLAN SHOWING ELECTRIC LINE RIGHT OF WAY OVER PROPERTY OF | | |
| SCALE- NONE | WHEATFIELD TOWNSHIP | | |
| BY- CMK | INSTRUMENT NUMBER 200905149 | | |
| REV'D- MJS | WHEATFIELD TOWNSHIP PERRY COUNTY, PA | | |
| | APPROVED | DATE | PPL ELECTRIC UTILITIES |
| | RUSSELL J. KONDISKO | 7/25/2024 | |
| | DRAWING NO. | | SHEET NO. |
| | EU00579782 | | 1 |
| | | REVISION | 0 |

PPL ELECTRIC UTILITIES
FORM EU (02/16)

| NO. | DATE | ACCT. | ECN/FCN | REVISION | BY | REV'D | APPR. |
|-----|------|-------|---------|----------|----|-------|-------|
| | | | | 27900 | | | |

| | | | |
|--------|--------|-------|---|
| CAD ID | FORMAT | SHARE | 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 290,088.00-050.000, from **PPL ELECTRIC UTILITIES CORPORATION** for the sum of Two Hundred Thousand Five Hundred Dollars and 00/100 (\$200,500.00) 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 Muehlen

Wheatfield Township

By: [Signature]

Title: Supervisor

By: [Signature]

Title: Supervisor

By: Phillip D. Vogel

Title: Supervisor

RECEIVED _____, 2024 from PPL Electric Utilities for the sum of Two Hundred Thousand Five Hundred Dollars and 00/100 (\$200,500.00) in full payment for the further consideration above mentioned.

Wheatfield Township

By: _____

Title: _____

By: _____

Title: _____

By: _____

Title: _____