

**Michael J. Shafer**  
Senior Counsel

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**E-File**

February 27, 2025

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;  
Township of Warwick, Lancaster County, Pennsylvania  
Parcel ID #600155420000**

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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 the Township of Warwick, 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 January 6, 1936.

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 February 27, 2025, 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

PPL Form 100-19 Ind. (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: South Akron – South Manheim

Phone: 610-774-5458

Address: 645 Hamilton Street, Suite 601  
Allentown, PA 18101

Parcel ID#: 6001554200000 – Rothsville Station Rd

## Amendment of Public Utility Easement

**KNOW ALL MEN BY THESE PRESENTS,** That Township of Warwick, a second class township under the laws of the Commonwealth of Pennsylvania, of 315 Clay Road, Lititz, located in Lancaster County, Commonwealth of Pennsylvania 17543,

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, **to the extent GRANTOR has the right to do so**, 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, **and making no warranty of title to the Easement Area** in the Township of Warwick, County of Lancaster, Commonwealth of Pennsylvania (as further described in certain deed dated May 20, 2008 and recorded in the Office for Recording of Deeds in and for Lancaster County in Deed Instrument Number 5709201) (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 License Agreement between **Reading Company** and PPL, dated **January 6, 1936** ("License Agreement"). As of the date that this Amendment of Public Utility Easement is executed, the License Agreement 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 does hereby covenant, promise and agree, except as herein otherwise provided, to indemnify and save harmless GRANTOR from any and all loss, damage or injury that may be caused by reason of the construction, reconstruction, maintenance or repair of PPL lines and facilities on the property of GRANTOR, including any and all environmental liability except to the extent that such loss, damage or injury arises out of or results from the negligence or willful misconduct of GRANTOR or its employees or agents.**

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



IN WITNESS WHEREOF, said GRANTOR has caused this agreement to be executed in its corporate name by its proper officers, this 19<sup>th</sup> day of February, 2025.



Township of Warwick

By:

*[Handwritten signature]*

Witness

By:

*[Handwritten signature]*

Title:

*Chairman*

Commonwealth of Pennsylvania )

:SS

County of Lancaster )

On this 20<sup>th</sup> day of February, 2025, before me, the undersigned officer, personally appeared Kenneth L. Eshleman who acknowledged himself/herself to be the Chairman of Township of Warwick and that he/she- as such Chairman, 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.

Barbara Kreider  
Notary Public

Commonwealth of Pennsylvania - Notary Seal  
Barbara Kreider, Notary Public  
Lancaster County  
My commission expires February 4, 2027  
Commission number 1288148  
Member, Pennsylvania Association of Notaries

**LEGEND**

○ REBAR, IP, PIPE, PK, MAG



PLAN AND PROFILE

SHARE

SORTS

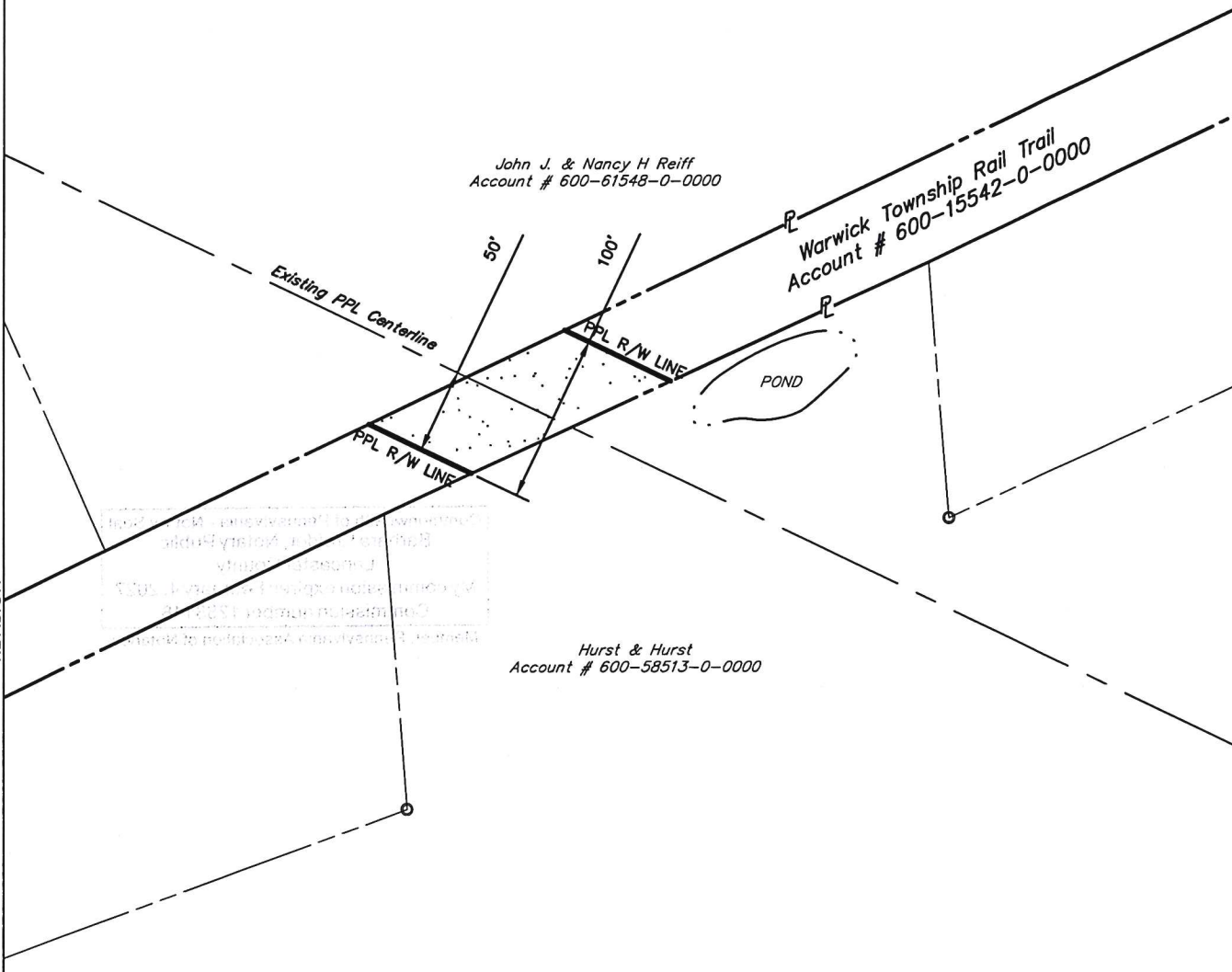
LOC CODE

LOC CODE

LOC CODE

PRIMARY LOC CODE

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



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.*

**RETTEW**



ACCT.	ACCT.- 10070494
BY-	R. TURNER
REV'D-	RJK
DATE	
NO.	

<b>SOUTH AKRON - SOUTH MANHEIM #3 69KV TRANSMISSION LINE</b>	
PLAN SHOWING ELECTRIC LINE RIGHT OF WAY OVER PROPERTY OF	
TOWNSHIP OF WARWICK	
INSTRUMENT # 5709201	
WARWICK TWP.	LANCASTER COUNTY, PA
APPROVAL	DATE
RUSSELL J. KONDISKO	2/13/2025
<b>PPL ELECTRIC UTILITIES</b>	
CAD ID	FORMAT
A	
DRAWING NO.	SHEET NO.
<b>EU00584365</b>	<b>1</b>
REVISION	
	<b>0</b>



**ADDITIONAL CONSIDERATION AGREEMENT**

**TO BE RECEIVED BY** Township of Warwick, whose address is 315 Clay Road, Lititz, Pennsylvania 17543, Parcel ID **6001554200000**, 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 Warwick Township, Lancaster County, Pennsylvania, the original privileges for which were granted to said Company in an agreement executed by Township of Warwick under the date of 2/19/2025.

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

Signed, sealed and delivered In the presence of:

Barbara Kreider  
\_\_\_\_\_

Township of Warwick  
By: [Signature]  
\_\_\_\_\_

Title: Township Manager  
\_\_\_\_\_

**RECEIVED** \_\_\_\_\_, 2025 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.

Township of Warwick  
By: \_\_\_\_\_

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