

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

February 27, 2025

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;
Warwick Township Municipal Authority, Lancaster County, Pennsylvania
Parcel ID #600885040000**

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 Warwick Township Municipal Authority, 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 July 16, 1931.

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 (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#: 6008850400000

Amendment of Public Utility Easement

KNOW ALL MEN BY THESE PRESENTS, That Warwick Township Municipal Authority, a municipality authority organized under the Laws of the Commonwealth of Pennsylvania, of 315 Clay Road, Litz, 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, 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 Warwick, County of Lancaster, Commonwealth of Pennsylvania (as further described in certain deed dated September 29, 1983 and recorded in the Office for Recording of Deeds in and for Lancaster County in Deed Book S-87 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 supersedes, but only insofar as it relates to the property now owned by the GRANTOR herein, that certain Grant of Public Utility Easement between Henry H. Myers and Lizzie B. Myers and PPL, dated July 16, 1931 and recorded in the Office of Recording of Deeds in and for Lancaster County, Pennsylvania in Deed Book O-30 Page 26 ("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.

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 without the consent of PPL, which consent shall not be unreasonably withheld, 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.

GRANTOR understands and agrees that any proposed improvements within the Easement Area require submitting plans to PPL showing such improvements, and an Encroachment Agreement in recordable form permitting GRANTOR to encroach upon the Easement Area upon terms and conditions acceptable to PPL, which acceptance shall not be unreasonably withheld, and permitted under PPL's then existing Encroachment Guidelines.

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 19th day of February, 2025.

Warwick Township Municipal Authority

By: 

Witness
By:

_____ Title: Township Manager

Commonwealth of Pennsylvania)

:SS

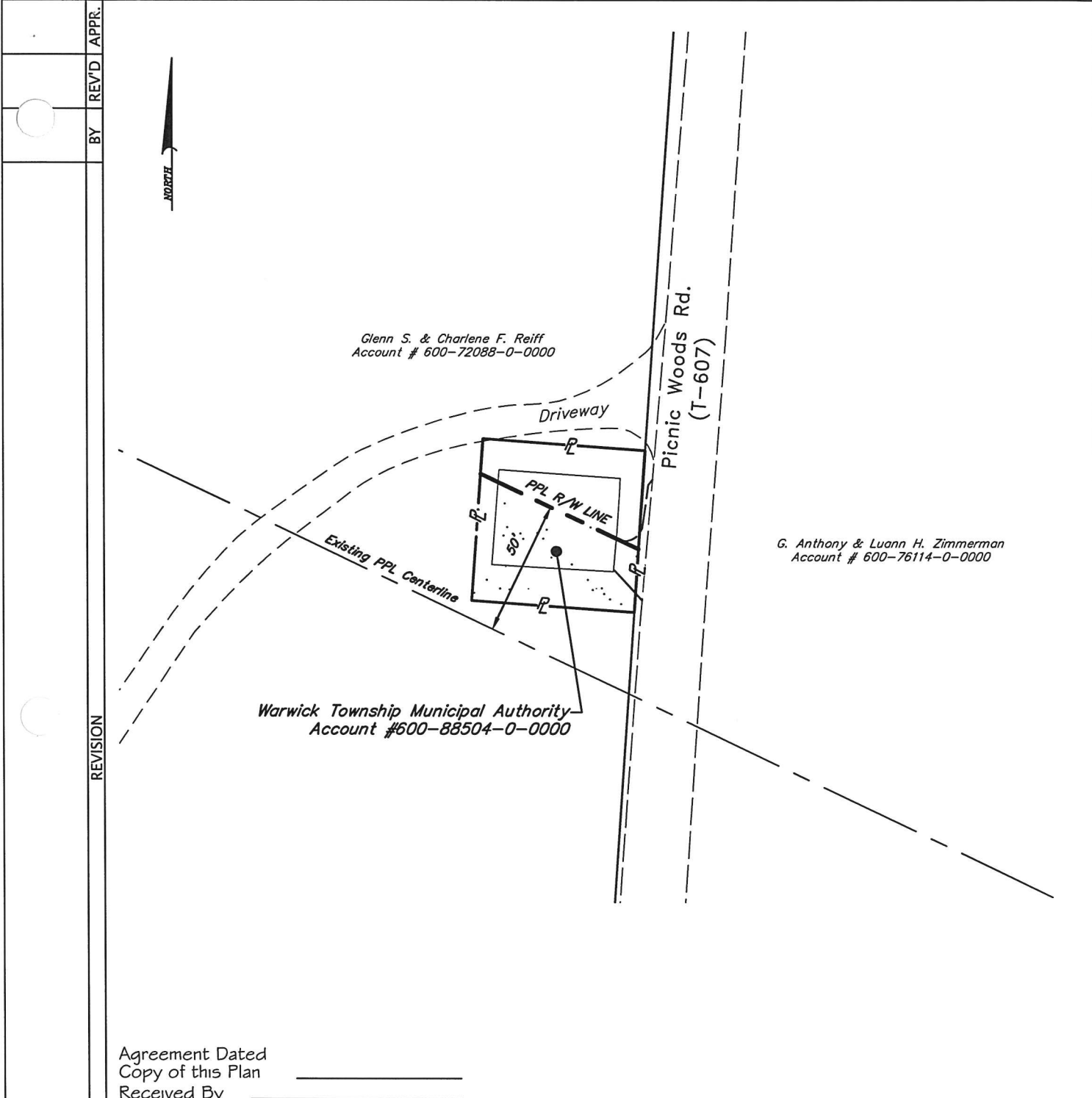
County of Lancaster)

On this 19th day of February, 2025, before me, the undersigned officer, personally appeared Brian Harris who acknowledged himself/~~herself~~ to be the Township Manager of Warwick Township Municipal Authority and that he/~~she~~ as such Township Manager, 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



PLAN AND PROFILE
SHARE
SORTS
LOC CODE
LOC CODE
LOC CODE
LOC CODE
46520
PRIMARY LOC CODE

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.



NO.	ACCT. - 10070494	SOUTH AKRON - SOUTH MANHEIM #3 69KV TRANSMISSION LINE PLAN SHOWING ELECTRIC LINE RIGHT OF WAY OVER PROPERTY OF WARWICK TOWNSHIP MUNICIPAL AUTHORITY DEED BOOK S-87, PAGE 570	
	ECN/FCN		
DATE	ECN # - 18824	WARWICK TWP.	LANCASTER COUNTY, PA
	SCALE - NONE	APPROVAL RUSSELL J. KONDISKO	DATE 2/17/2025
BY	BY - R. TURNER	PPL ELECTRIC UTILITIES	
	REV'D - MJS	DRAWING NO.	SHEET NO.
NO.	CAD ID	EU00584369	REVISION
	FORMAT	A	1 0



ADDITIONAL CONSIDERATION AGREEMENT

TO BE RECEIVED BY Warwick Township Municipal Authority, whose address is 315 Clay Road, Lititz, Pennsylvania 17543, Parcel ID **6008850400000**, 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 Warwick Township Municipal Authority under the date of 2/18/2025.

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

Signed, sealed and delivered In the presence of:

Barbara Kreider

Warwick Township Municipal Authority

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.

Warwick Township Municipal Authority

By: _____

Title: _____