

Michael J. Shafer
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E-File

June 25, 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 Easement Agreement;
Schuylkill County Municipal Authority, Ryan Township,
Schuylkill County, Pennsylvania**

Dear Secretary Chiavetta:

Enclosed for filing on behalf of PPL Electric Utilities Corporation ("PPL Electric") is an Easement Agreement between PPL Electric and the Schuylkill County Municipal Authority, Ryan Township, Schuylkill County, Pennsylvania.

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 June 25, 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

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

Prepared by and return to:
PPL Electric Utilities Corporation

Attn: Nick Sweigart

Project: Nescopeck – Frackville

Phone: 717-216-9704

**Address: 827 Hausman Road
Allentown, PA 18104**

Parcel ID#: 26-06-0021.000

Grant of Public Utility Easement

KNOW ALL MEN BY THESE PRESENTS, That Schuylkill County Municipal Authority, a body politic and corporate organized under the Municipality Authorities Act, of 221 South Centre Street, Pottsville, located in Schuylkill County, Commonwealth of Pennsylvania 17901,

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 200 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 Ryan, County of Schuylkill, Commonwealth of Pennsylvania (as further described in certain deed dated November 5, 1987 and recorded in the Office for Recording of Deeds in and for Schuylkill County in Deed Book 1400 Page 0267) (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 Grant of Public Utility Easement shall be binding on GRANTOR and PPL and his/her/their/its heirs, executors, administrators, successors and/or assigns.

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 Facilities on the property of GRANTOR, except to the extent that such loss, damage or injury arises out of or results from the negligence or willful misconduct of GRANTOR or his/her/its employees or agents.

IN WITNESS WHEREOF, said GRANTOR has caused this agreement to be executed in its corporate name by its proper officers, this 22nd day of MAY, 2025.

Schuylkill County Municipal Authority

By: 

Witness
By:  Title: EXECUTIVE DIRECTOR

Commonwealth of Pennsylvania)

:SS

County of Schuylkill)

On this 22nd day of May, 2025, before me, the undersigned officer, personally appeared Patrick M. Caulfield who acknowledged himself/herself to be the Executive Director of Schuylkill County Municipal Authority and that he/she as such Executive Director, 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
Rose Ann Quirk, Notary Public
Schuylkill County
My commission expires September 26, 2026
Commission number 1341522
Member, Pennsylvania Association of Notaries

Rose Ann Quirk
Notary Public



ADDITIONAL CONSIDERATION AGREEMENT

TO BE RECEIVED BY Schuylkill County Municipal Authority, whose address is 221 South Centre Street, Pottsville, Pennsylvania 17901, Parcel ID 26-06-0021.000, from **PPL ELECTRIC UTILITIES CORPORATION** for the sum of Ninety-Nine Thousand Three Hundred Twenty Dollars and 00/100 (\$99,320.00) 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 Ryan Township, Schuylkill County, Pennsylvania, the original privileges for which were granted to said Company in an agreement executed by Schuylkill County Municipal Authority under the date of May 22nd 2025.

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

Signed, sealed and delivered In the presence of:

Schuylkill County Municipal Authority

Amyl Batday

By:

[Signature]

Title:

EXECUTIVE DIRECTOR



RECEIVED _____, 2025 from PPL Electric Utilities for the sum of Ninety-Nine Thousand Three Hundred Twenty Dollars and 00/100 (\$99,320.00) in full payment for the further consideration above mentioned.

Schuylkill County Municipal Authority

By: _____

Title: _____

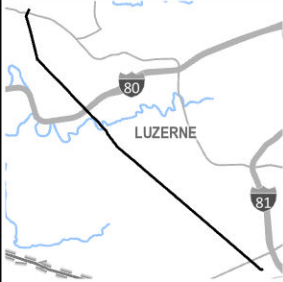


-  Licensed Area
-  ROW on Parcel
-  Landowner Parcel
-  Parcel Boundary

SCHUYLKILL CTY MUNICIPAL AUTH

Parcel: 26-06-0021.000
 Licensed Area: 1.91 ac.

December 19, 2024



Right-of-Way Map

