

Paul E. Russell
Associate General Counsel

PPL
Two North Ninth Street
Allentown, PA 18101-1179
Tel. 610.774.4254 Fax 610.774.6726
perussell@pplweb.com



VIA FEDERAL EXPRESS

June 2, 2010

Rosemary Chiavetta, Esquire
Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, Pennsylvania 17120

RECEIVED

JUN 2 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

**Re: PPL Electric Utilities Corporation
Agreement of Sale Manheim Township**

Dear Ms. Chiavetta:

Enclosed for filing on behalf of PPL Electric Utilities Corporation ("PPL Electric") are an original and three (3) copies of an Agreement of Sale between PPL Electric and the General Municipal Authority of the Township of Manheim. This filing 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 2, 2010, which is the date it was deposited with an overnight express delivery service as shown on the delivery receipt attached to the mailing envelope.

In addition, please date and time-stamp the enclosed extra copy of this letter and return it to me in the envelope provided.

If you have any questions please call me.

Very truly yours,

A handwritten signature in black ink that reads "Paul E. Russell" followed by a stylized flourish or initials.

Paul E. Russell

Enclosures

RECEIVED

JUN 2 2010

AGREEMENT OF SALE

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

THIS AGREEMENT, made this 12th day of May, 2010, between **PPL ELECTRIC UTILITIES CORPORATION**, a Pennsylvania corporation, of Allentown, Lehigh County, Pennsylvania, hereinafter called Seller, and the **GENERAL MUNICIPAL AUTHORITY OF THE TOWNSHIP OF MANHEIM**, 1840 Municipal Drive, Lancaster, Pennsylvania, hereinafter called Buyer.

WITNESSETH:

WHEREAS, Seller is the owner of certain property located in the Township of Manheim, County of Lancaster, of which Buyer is purchasing 0.26 acres as shown on plan entitled Preliminary/Final Plan Northwest Pump Station Site Layout Plan, prepared by Arro Engineers Environmental Consultants, which is attached hereto.

WHEREAS, Seller desires to sell that portion of the Property shown on the plan to Buyer, and Buyer desires to purchase that portion of the Property from Seller, under and subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The price or consideration shall be Thirty Thousand Dollars (\$30,000.00), which shall be paid to the Seller by the Buyer at closing.
2. The Property is to be sold and transferred under and subject to the following rights excepted and reserved by Seller, its successors and assigns:
 - (A) All right, title and interest in and to any and all electrical service, distribution and or transmission, or communication facilities, of whatever nature or kind, located on the Property.
3. The Property is to be conveyed free and clear of all liens, encumbrances, and easements, except as otherwise noted herein, and the title to the herein described lot or piece of ground shall be good and marketable and such as will be insured by any reputable title insurance company at the regular rates.
4. Settlement shall be made on or before sixty (60) days from the date of this Agreement.
5. Possession is to be given at the time of settlement by delivery of a special warranty deed.

6. Taxes shall be apportioned pro rata as of date of settlement, which apportionment shall be based upon the actual fiscal years of the taxing authorities for which the subject taxes are levied.

7. It is understood and agreed that all transfer taxes imposed by any governmental body shall be borne equally by Buyer and Seller.

8. In the event the Seller is unable to give a good and marketable title and such as will be insured by any reputable title insurance company, as above set forth, Buyer shall have the option of taking such title as the Seller can give without abatement of price, or of being repaid all monies paid on account by Buyer; and in the latter event there shall be no further liability or obligation by either of the parties hereunder and this Agreement shall become null and void.

9. Should the Buyer violate or fail to fulfill and perform any of the terms or conditions of this Agreement, then, and in that case, all sums paid by the Buyer on account of the purchase price or consideration herein, may be retained by the Seller as liquidated damages for such breach which shall be the exclusive remedy of the Seller.

10. Risk of loss shall remain on Seller until final settlement hereunder.

11. Seller and Buyer hereby represent that they have not utilized the services of any broker in connection with the sale and purchase of this property.

12. Seller agrees to execute and/or deliver to Buyer at closing any and all documentation required by Buyer's title insurance company or required by law. If required, Seller shall execute an indemnification agreement releasing Buyer and its title company from any loss or liability related to the mortgages referenced in paragraph 15 from the time of settlement until the time such mortgage or mortgages are released.

13. Deed preparation and acknowledgment are to be paid by Seller.

14. Final settlement shall be held at a time and location agreed upon by the parties.

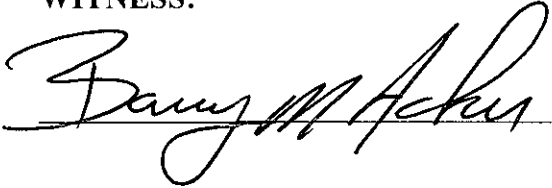
15. It is expressly understood and agreed between the Seller and Buyer herein that Seller shall have one (1) year from the date of settlement to deliver to Buyer a release or releases of the Property from any mortgage or mortgages of Seller to which it is subject.

16. In the Deed from Seller to Buyer, Buyer agrees to release, quitclaim, discharge, indemnify, defend and hold harmless Seller, its officers, directors, employees, agents, successors and assigns from and against any and all loss, liability, damages, demands, claims, suits, fines, penalties or causes of action whatsoever, including but not limited to environmental and third party claims, caused by, resulting from, or in any way related to Buyer's presence within Seller's right of way, including resolving any environmental problems, without expense to Seller, to the satisfaction of all appropriate local, state and federal governmental entities.

17. This agreement shall extend to and be binding upon the respective successors and assigns of each of the parties hereto.

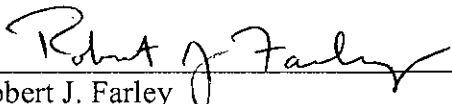
IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have hereunto set their hands and seals the day and year first above written.

WITNESS:



PPL ELECTRIC UTILITIES CORPORATION

By:

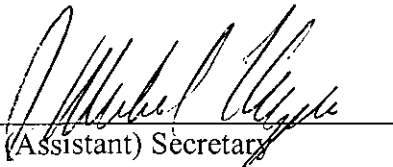


Robert J. Farley
Manager-Real Estate Services of PPL Services Corporation and Authorized Agent for PPL Electric Utilities Corporation

GENERAL MUNICIPAL AUTHORITY OF THE TOWNSHIP OF MANHEIM

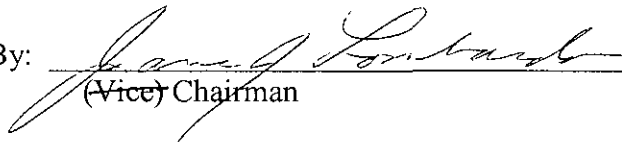
By:

ATTEST:



(Assistant) Secretary

By:



(Vice) Chairman

RECEIVED

JUN 2 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

From: Origin ID: ABEA (610) 774-6908
Karen Posten
PPL Corporation
2 N 9th St



Ship Date: 02JUN10
ActWgt: 1.0 LB
CAD: 8616795/NET3010

Allentown, PA 18101

Delivery Address Bar Code



Ref # PER 205 734268 000
Invoice #
PO #
Dept #

SHIP TO: (717) 767-8009

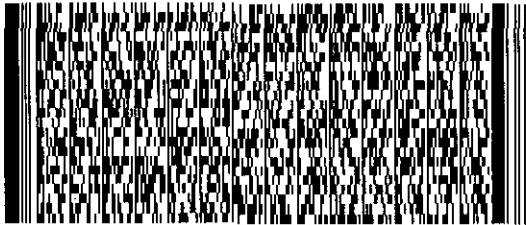
BILL SENDER

ROSEMARY CHIAVETTA
PA PUBLIC UTILITY COMMISSION
COMMONWEALTH KEYSTONE BLDG
400 NORTH ST
HARRISBURG, PA 17120

THU - 03 JUN A1

TRK# 7935 9767 0440
0201

PRIORITY OVERNIGHT

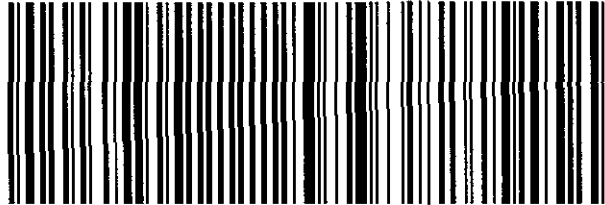


17120

PA-US

MDT

ZN MDTA



585G1/22F2/5FEB

After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.