

**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**

April 17, 2013

Rosemary Chiavetta, *Secretary*  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2<sup>nd</sup> Floor North  
P.O. Box 3265  
Harrisburg, Pennsylvania 17120-3265

**RECEIVED**

APR 17 2013

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

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

Dear Secretary 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 Sadsbury Township, located in Chester County, Pennsylvania. 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 April 17, 2013, 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 do not hesitate to contact me.

Very truly yours,

Paul E. Russell

Enclosures

RECEIVED

APR 17 2013

AGREEMENT OF SALE

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**THIS AGREEMENT**, made this 23<sup>rd</sup> day of MARCH, 2013,  
between **PPL ELECTRIC UTILITIES CORPORATION**, a Pennsylvania corporation, of  
Allentown, Lehigh County, Pennsylvania, hereinafter called Seller, and **SADSBURY  
TOWNSHIP**, Lancaster County, Pennsylvania, hereinafter called Buyer.

**WITNESSETH:**

WHEREAS, Seller is the owner of certain property located in the Township of  
Sadsbury, County of Lancaster, which is more fully described as follows:

**TRACT NO. 1**

**ALL THAT CERTAIN** piece of land in the township of Sadsbury county of  
Lancaster, Commonwealth of Pennsylvania, known as Pennsylvania Water and  
Power Company parcel 45-L-60 and being a part of more particularly bounded  
and described as follows:

**BEGINNING** for the same at the new division line being at the center line of  
White Oak Road between the land of the Grantor and extending in an easterly  
direction to division line between land of the Grantor and land now or formerly of  
Clara Ray et al l:

Being a strip of Land one hundred twenty-five feet (125') in width, located sixty-  
two and one-half feet (62 1/2') on each side of the centerline of the transmission  
line of the Grantee now erected upon the premises.

**CONTAINING** one and twenty- nine hundreds of an acre (1.29 acre) of land,  
more or less.

**BEING** a portion of the same premises that Leonard Miller and Elizabeth Miller,  
his wife Jasper N. Miller and Sarah Miller, his wife conveyed to Pennsylvania  
Water and Power Company, now known as Pennsylvania Electric Utilities  
Corporation, on December 29, 1937 and recorded in Lancaster County Deed Book  
H-33 Page 559 on December 30, 1937.

**TRACT NO. 2**

**ALL THAT CERTAIN** piece or parcel of land, situate in the Township of  
Sadsbury, County of Lancaster, Commonwealth of Pennsylvania, known as  
Pennsylvania Power and Water Company Parcel 45-L-61, more particularly  
bounded and described as follows:

**BEGINNING** for the same at the division line between land of the Grantors and land now or formerly of Leonard Miller, et al, and extending thence in an easterly direction to the division line between land of the Grantors and land now or formerly of Jesse R. Smucker.

Being a strip of land one hundred twenty-five feet (125') in width, located sixty-two and one-half feet (62½') on each side of the centerline of the transmission line of the Grantee now erected upon the premises.

**CONTAINING** six hundred eleven one-thousandths acre (0.611 acre) of land, more or less.

**BEING** the same premises that George T. Ray and Eva M. Ray, his wife; Victoria Welsh, widow; Earl H. Ray and Lillie Ray, his wife, and Bertha Witmer and Abram Witmer, her husband, conveyed to Pennsylvania Water and Power Company, now known as Pennsylvania Electric Utilities Corporation on January 4, 1938 and recorded in Lancaster County Deed Book K-33 Page 508 on January 8, 1938 (the aforementioned properties are collectively referred to as the "Property")

WHEREAS, Seller desires to sell the Property to the Buyer, and Buyer desires to purchase 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 Eleven Thousand Four Hundred Dollars (\$11,400.00), which shall be paid to the Seller by the Buyer as follows: A deposit of \$570.00, receipt of which is hereby acknowledged. The balance of \$10,830.00 due 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.

(B) At Settlement, Buyer agrees to execute a "Grant of Public Utility Easement" allowing Seller to reserve a permanent easement over the entire parcel. This easement will be referenced in the Deed and upon Seller receiving the appropriate Deed recording information, the Grant of Public Utility Easement will be recorded with the Lancaster County Recorder of Deeds Office.

(C) Buyer understands and agrees that if it proposes any improvements, including but not limited to parking, roads, landscaping and detention basins and ponds, within the easement area, that Buyer shall be required to enter into an encroachment agreement in recordable form permitting Buyer to use such easement upon terms and conditions acceptable to PPL Electric Utilities and permitted under Seller's Encroachment Policy. PPL Electric Utilities shall have the right to determine in its sole discretion whether, and to what extent, to allow additional encroachments within the easement area.

3. The Property is to be conveyed free and clear of all liens except for the blanket mortgage addressed in Item 15, encumbrances, and easements, except for easements and other items of record or visible upon the ground, 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.

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, arising out of, resulting from, or in any way related to Buyer's presence or the negligence or misconduct of Buyer or its employees or agents within or adjoining Seller's right of way, including but not limited to Buyer resolving any environmental problems, without expense to Seller, to the satisfaction of all appropriate local, state and federal governmental entities.

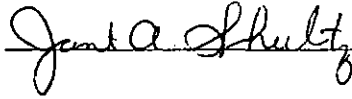
17. In the Deed from Seller to Buyer, Seller agrees to release, quitclaim, discharge, indemnify, defend and hold harmless Buyer, its officers, directors, employees, agents, successors and assigns from and against any and all loss, liability, damages, demands, claims, suits, fines, penalties or causes of action whatsoever, including but not limited to environmental and third party claims, caused by, arising out of or resulting from the negligence or misconduct of Seller or its agents or employees on the Property,, including but not limited to Seller resolving any environmental problems, without expense to Buyer, to the satisfaction of all appropriate local, state and federal governmental entities

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

19. This Agreement of Sale, once executed, will be filed with the Pennsylvania Public Utility Commission (PUC) so that Seller can obtain from PUC a Certificate of Public Convenience permitting the contemplated transaction.


**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:**

  
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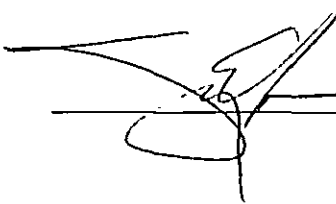
**PPL ELECTRIC UTILITIES CORPORATION**

By:

  
\_\_\_\_\_

Marc A. Jackson  
Manager-Real Estate Services for PPL Services  
Corporation and Authorized Agent for PPL  
Electric Utilities Corporation

**WITNESS:**

  
\_\_\_\_\_

**SADSBURY TOWNSHIP**

By:

 3/23/13  
\_\_\_\_\_

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APR 17 2013

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU



From: (610) 774-4254  
Paul E Russell  
PPL Corporation  
2 N 9th Street

Origin ID: ABEA



Allentown, PA 18101

Ship Date: 17APR13  
ActWgt: 1.0 LB  
CAD: 104308816/NET3370

Delivery Address Bar Code



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SHIP TO: (717) 772-7777  
ROSEMARY CHIAVETTA, SECRETARY  
PA Public Utility Commission  
400 NORTH ST  
COMMONWEALTH KEYSTONE BUILDING  
HARRISBURG, PA 17120

BILL SENDER

Ref # PER 205 734215-135  
Invoice #  
PO #  
Dept #

APR 17 2013

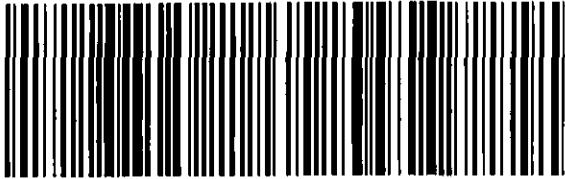
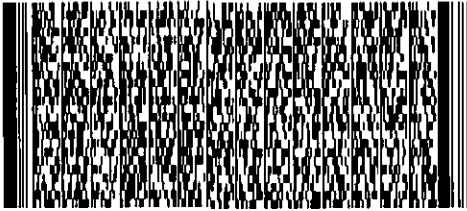
PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

THU - 18 APR 10:30A  
PRIORITY OVERNIGHT

TRK# 7995 4791 0506  
0201

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17120  
PA-US  
MDT



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**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 \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.