

Paul E. Russell
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PPL
Two North Ninth Street
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VIA FEDERAL EXPRESS

May 2, 2013

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

RECEIVED

MAY 2 2013

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

**Re: PPL Electric Utilities Corporation
Agreement for Land Exchange
with the City of Lancaster**

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 for Land Exchange between PPL Electric and the City of Lancaster, located in Lancaster 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 May 2, 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

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MAY 2 2013

AGREEMENT FOR LAND EXCHANGE

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

THIS AGREEMENT FOR LAND EXCHANGE ("Agreement") is made this 25th day of April, 2013, between PPL ELECTRIC UTILITIES CORPORATION, formerly known as PP&L, Inc., formerly known as Pennsylvania Power & Light Company, a Pennsylvania corporation, of Allentown, Lehigh County, Pennsylvania, hereinafter called "PPL", and THE CITY OF LANCASTER., a Municipal Corporation, of Lancaster County, Pennsylvania, hereinafter called "The City."

WITNESSETH:

WHEREAS, PPL is the owner of certain property (the "PPL Property") situate in Lancaster Township, County of Lancaster, Commonwealth of Pennsylvania, which is more fully described as follows:

ALL THAT CERTAIN LOT OR TRACT OF LAND ON THE NORTH SIDE OF LANDS OF THE CITY OF LANCASTER, SHOWN AS LANDS OF PENNSYLVANIA POWER & LIGHT INC. TO BE CONVEYED TO CITY OF LANCASTER, SITUATE IN LANCASTER TOWNSHIP, LANCASTER COUNTY, PENNSYLVANIA, BEING MORE FULLY DESCRIBED AS FOLLOWS. TO WIT: BEGINNING AT A REBAR (SET) AT A MUTUAL CORNER OF LANDS TO BE CONVEYED TO CITY OF LANCASTER FROM LANDS OF PENNSYLVANIA POWER & LIGHT INC. AND LANDS TO BE CONVEYED TO PENNSYLVANIA POWER & LIGHT INC. FROM LANDS OF CITY OF LANCASTER; THENCE LEAVING SAID MUTUAL CORNER AND ALONG REMAINING LANDS OF PENNSYLVANIA POWER & LIGHT INC. (RECORDED IN DEED BOOK K, VOLUME 31, PAGE 527) THE FOLLOWING (4) COURSES AND DISTANCES: 1. NORTH 65 DEGREES, 56 MINUTES, 30 SECONDS EAST, A DISTANCE OF 165.05 FEET TO A REBAR (SET); 2. NORTH 24 DEGREES, 03 MINUTES, 30 SECONDS WEST, A DISTANCE OF 97.06 FEET TO A REBAR (SET); 3. NORTH 65 DEGREES, 56 MINUTES, 30 SECONDS EAST, A DISTANCE OF 351.76 FEET TO A REBAR (SET); 4. SOUTH 24 DEGREES, 03 MINUTES, 30 SECONDS EAST, A DISTANCE OF 215.06 FEET TO A REBAR (SET) ON LINE OF AFOREMENTIONED LANDS OF CITY OF LANCASTER (RECORDED IN DEED BOOK 6012, PAGE 184). THENCE ALONG LANDS OF SAID CITY OF LANCASTER, TO WHICH THE HEREIN DESCRIBED LOT OR TRACT OF LAND IS TO BE JOINED IN COMMON THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1. SOUTH 65 DEGREES, 56 MINUTES, 30 SECONDS WEST A DISTANCE OF 462.67 FEET TO A REBAR (SET); 2. NORTH 88 DEGREES, 14 MINUTES, 45 SECONDS WEST A DISTANCE OF 74.28 FEET TO A REBAR (SET); 3. NORTH 15 DEGREES, 36 MINUTES, 30 SECONDS WEST A DISTANCE OF 86.59 FEET TO A REBAR (SET), THE POINT AND PLACE OF BEGINNING.

CONTAINS 2.1809 ACRES (95,000 SQUARE FEET) OF LAND.

Being a portion of the same property which was granted and conveyed in fee simple by the City of Lancaster Sewer Authority to Pennsylvania Power and Light Company, by deed dated October 17, 1983 and recorded in the office for recording of deeds in and for Lancaster County in Deed

Book Y, Volume 87, Page 651, on November 4, 1983 and also a portion of the same property which was granted and conveyed in fee simple by the Conestoga Transmission Company to Pennsylvania Power & Light Company by deed dated October 20, 1937 and recorded in the office for recording of deeds in and for Lancaster County in Deed Book M, Volume 33, Page 188 on February 4, 1938.

WHEREAS, The City of Lancaster is the owner of certain property (the "City Property") situate in Lancaster Township, County of Lancaster, Commonwealth of Pennsylvania, which is more fully described as follows:

ALL THAT CERTAIN LOT OR TRACT OF LAND ON SOUTH SIDE OF LANDS OF PENNSYLVANIA POWER & LIGHT INC., SHOWN AS LANDS OF CITY OF LANCASTER, TO BE CONVEYED TO PENNSYLVANIA POWER & LIGHT INC. SITUATE IN LANCASTER TOWNSHIP, LANCASTER COUNTY, PENNSYLVANIA, BEING MORE FULLY DESCRIBED AS FOLLOWS. TO WIT: BEGINNING AT A REBAR (SET) AT A MUTUAL CORNER OF LANDS TO BE CONVEYED TO PENNSYLVANIA POWER & LIGHT INC. FROM LANDS OF CITY OF LANCASTER AND LANDS TO BE CONVEYED TO CITY OF LANCASTER FROM LANDS OF PENNSYLVANIA POWER & LIGHT INC.: THENCE LEAVING SAID MUTUAL CORNER AND ALONG REMAINING LANDS OF CITY OF LANCASTER (RECORDED IN DEED BOOK 6012, PAGE 184) OF WHICH THEREIN DESCRIBED TRACT WAS FORMERLY A PART, SOUTH 65 DEGREES, 56 MINUTES, 30 SECONDS WEST A DISTANCE OF 412.09 FEET TO A REBAR (SET) ON LINE OF LANDS OF STERLING PLACE ASSOCIATION INC. (RECORDED IN DEED BOOK 05617177). THENCE ALONG LANDS OF SAID STERLING PLACE ASSOCIATION, INC. THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1. NORTH 34 DEGREES, 48 MINUTES, 50 SECONDS EAST, A DISTANCE OF 139.63 FEET TO A REBAR(SET); 2. NORTH 55 DEGREES, 08 MINUTES, 11 SECONDS WEST, A DISTANCE OF 112.00 FEET TO A REBAR (FOUND). ON LINE OF LANDS OF PENNSYLVANIA POWER & LIGHT INC. (RECORDED IN DEED BOOK K, VOLUME 31, PAGE 527), TO WHICH THIS HEREIN DESCRIBED TRACT IS TO BE JOINED IN COMMON. THENCE ALONG LANDS OF SAID PENNSYLVANIA POWER & LIGHT INC. THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1. NORTH 34 DEGREES, 48 MINUTES, 49 SECONDS EAST A DISTANCE OF 264.71 FEET TO REBAR (SET); 2. NORTH 68 DEGREES, 26 MINUTES, 09 SECONDS EAST, A DISTANCE OF 168.16 FEET TO A REBAR (FOUND); 3. SOUTH 15 DEGREES, 36 MINUTES, 30 SECONDS EAST, A DISTANCE OF 300.90 FEET TO A REBAR (SET), THE POINT AND PLACE OF BEGINNING.

CONTAINING 2.1809 ACRES (95,000 SQUARE FEET) OF LAND.

Being a portion of the same property which was granted and conveyed in fee simple by the Lancaster Municipal Authority to The City of Lancaster, by deed dated December 8, 1998 and recorded in the office for recording of deeds in and for Lancaster County in Deed Book 6012, , Page 184, on December 9, 1998.

Description of land to be conveyed is further described on the subdivision plan prepared by CDM, Camp, Dresser & McKee, Inc., 205 Granite Run Drive, Suite, 350, Lancaster, PA, dated May 2011 and revised on June 15, 2011 and August 16, 2011 entitled "Advanced Wastewater

Treatment Plant Grit Removal and Screenings Project recorded in Lancaster County on October 14, 2011 as Document Number 2011-0243-J.

WHEREAS, the parties are desirous of exchanging ownership of the aforementioned parcels, one for the other, under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable considerations as set forth in this Agreement, and intending to be legally bound, the parties agree as follows:

1. The consideration for the exchange of ownership will be as set forth in the above recitals. That is, the parties will be exchanging ownership of the properties, and there will be no additional monetary consideration paid by either party.

2. PPL will be transferring the PPL Property under and subject to the following rights to be reserved by PPL, 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 lands being conveyed hereby. Such rights shall include the right of PPL, its successors, assigns, lessees or licensees, to construct, operate and maintain and from time to time reconstruct its existing and/or future overhead and underground electric distribution and communication facilities consisting of such poles, towers, guys, anchors, conduits, cables, wires, fiber optics, antennae, concrete pads, transformers, cable pedestals, terminal compartments, manholes, and other facilities, fixtures, apparatus and equipment deemed by PPL to be necessary therefore, upon, over, across and under the Easement Area; and upon, over, across and under the roads, streets, and highways adjoining the Easement Area, including the right of ingress, egress and regress to and from PPL's facilities at all times for any of the aforesaid purposes; also, the right to trim, cut or remove trees and underbrush on the Easement Area which in the judgment of PPL, its successors and/or assigns, may at any time interfere with the construction, reconstruction, maintenance or operation of the said facilities, or menace the same and in connection therewith and the right to remove, if necessary, the root systems of said trees, brush or other undergrowth, and to spray said brush and undergrowth with chemicals for their removal and control. Such easement rights will be reserved in the deed from PPL to the City. The PPL easement area is more fully described in Exhibit A and Exhibit B, attached hereto.

3. The City will be transferring the City Property under and subject to the following rights to be reserved by the City, its successors and assigns:

a. All right, title and interest in and to any existing or hereinafter installed sewer force mains and potable water lines, of whatever nature or kind, located on the lands being conveyed hereby. Such rights shall include the right of the City, its successors, assigns, lessees or licensees, to extend, reconstruct, enlarge, repair, inspect, maintain, replace, remove and/or relocate the existing underground 42" sewer force main and all pertinent facilities and to install, construct, reconstruct, enlarge, repair, inspect, maintain, replace, remove, relocate and operate

both a 6" potable water line and a 6" process water line and pertinent facilities thereto upon, over, across and under the easement area, including the right of ingress, egress and regress to and from any and all such City facilities at all times for any of the aforesaid purposes. Such easement rights will be reserved in the deed from the City to PPL. The City easement area is more fully described in Exhibit C and Exhibit D, attached hereto.

4. Closing is contingent upon The City obtaining all municipal approvals required to subdivide both the PPL Property and the City Property. Closing is further contingent upon the City obtaining any necessary zoning and land development approvals for the placement of its facilities on the PPL Property.

5. The City shall be responsible for all costs and expenses incurred with respect to the approvals referenced in Paragraph 4 above, including but not limited to any municipal fees, attorney's fees and recording fees for any required subdivision and land development plans.

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

7. Both the PPL Property and the City Property are to be conveyed free and clear of all liens, encumbrances, and easements, except as otherwise noted herein and excepting other easements, rights-of-way and restrictions of record or visible upon the properties, 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.

8. Closing shall occur on or before August 1, 2013.

9. Possession is to be given by each of the parties at the time of settlement by delivery of a special warranty deed.

10. 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.

11. It is understood and agreed that all transfer taxes imposed by any governmental body shall be borne equally by the parties.

12. In the event that either party 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, the grantee party shall have the option of either taking such title as the grantor party can give without abatement of price, or of terminating this agreement. 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.

13. Risk of loss shall remain on the grantor party until final settlement hereunder.

14. The parties hereby represent that they have not utilized the services of any broker in connection with the sale and purchase of this property.

15. Each party agrees to execute and/or deliver to the other party at closing any and all documentation required by the other party's title insurance company or as required by law. The City understands and agrees that PPL shall have one (1) year from the date of closing to obtain a release from any mortgages on the PPL Property. PPL shall, if required by the City or its title company, execute an indemnification at time of closing indemnifying the City and/or its title company with respect to any claims resulting from any outstanding mortgages on the PPL Property.

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

17. Deed preparation and acknowledgment are to be paid by the respective parties in the preparation of the deed transferring ownership of the property currently owned by them. Each party shall be responsible for the cost of title insurance insuring the property which they are receiving pursuant to this Agreement.

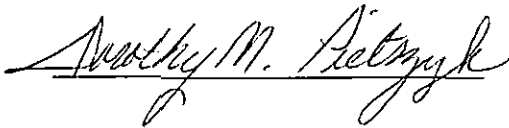
18. Final settlement shall be held at a time and location agreed upon by the parties.

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:



Marc A. Jackson

Manager-Real Estate Services
PPL Services Corporation and
Authorized Agent
For PPL Electric Utilities Corporation

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ATTEST:

THE CITY OF LANCASTER

By:

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

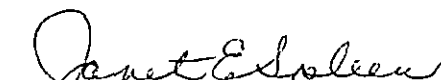


By: Janet Spleen, City Clerk
J. Richard Gray
Mayor

Exhibit "A"

ALL THAT CERTAIN EASEMENT OVER LANDS OF CITY OF LANCASTER SHOWN AS AN EASEMENT FOR OVERHEAD TRANSMISSION LINE SITUATE IN LANCASTER TOWNSHIP, LANCASTER COUNTY, PENNSYLVANIA, BEING MORE FULLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A REBAR (SET) AT THE MOST NORTHERLY CORNER OF LANDS CITY OF LANCASTER AND REMAINING LANDS OF PENNSYLVANIA POWER AND LIGHT INC.

THENCE LEAVING SAID CORNER AND ALONG REMAINING LANDS OF PENNSYLVANIA POWER AND LIGHT INC., SOUTH 24 DEGREES, 03 MINUTES, 30 SECONDS EAST A DISTANCE OF 76.67 FEET TO A POINT; THENCE THROUGH LANDS OF CITY OF LANCASTER DUE WEST A DISTANCE OF 188.06 FEET TO A POINT ON LINE OF AFOREMENTIONED LANDS OF PENNSYLVANIA POWER AND LIGHT INC.; THENCE ALONG SAID LANDS OF PENNSYLVANIA POWER AND LIGHT INC.; NORTH 65 DEGREES, 56 MINUTES, 30 SECONDS EAST A DISTANCE OF 171.72 FEET TO A REBAR (SET), THE POINT AND PLACE OF BEGINNING.

CONTAINING 6,582.5 SQUARE FEET (0.1511 ACRES) OF LAND.

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MAY 2 2013

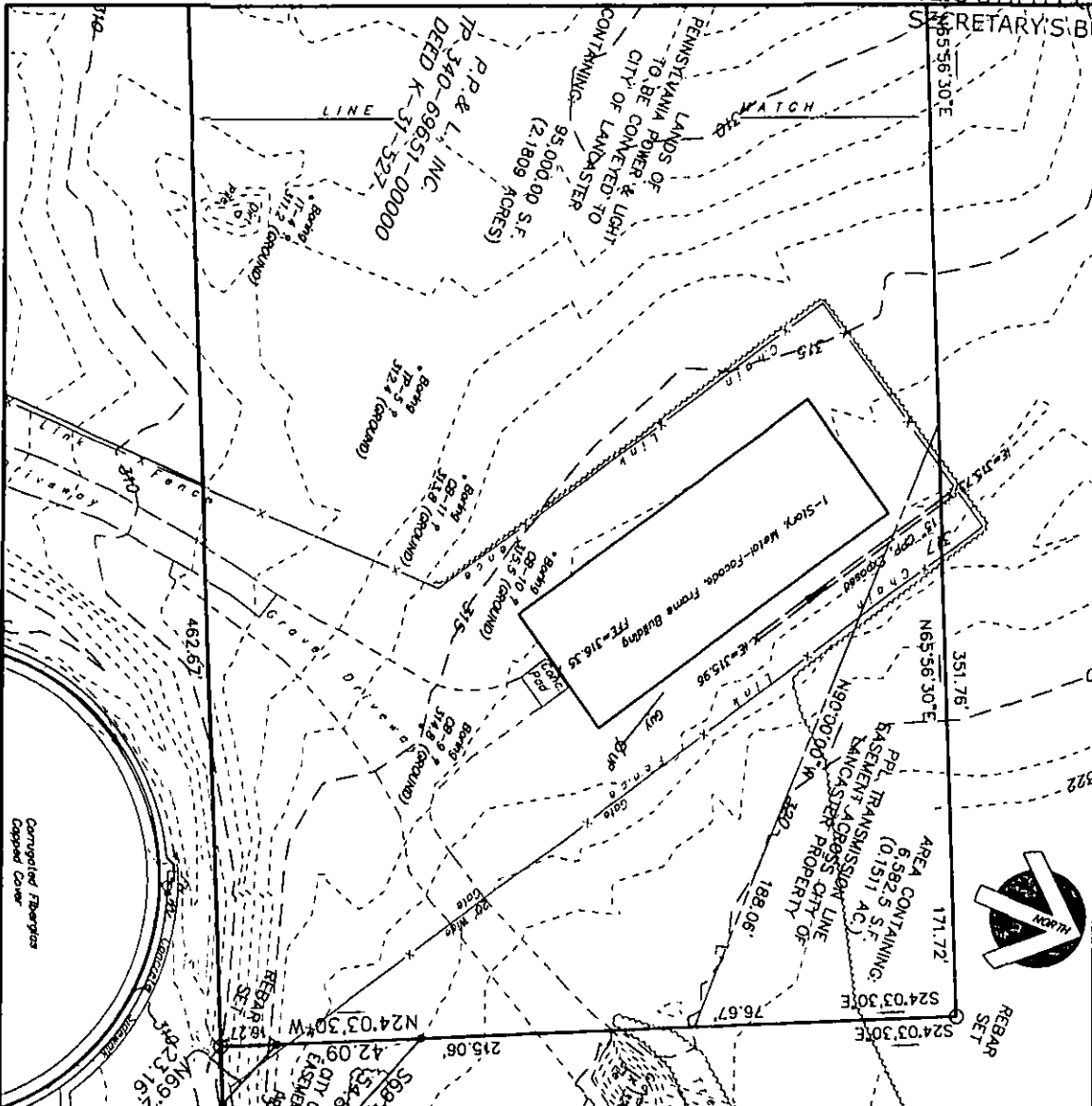
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SECRETARY'S BUREAU**

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Exhibit "B"

MAY 2 2013

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU



EASEMENT EXHIBIT
 THROUGH OF LANDS OF
CITY OF LANCASTER
 AND FOR THE BENEFIT OF
PENNSYLVANIA POWER & LIGHT, INC.
 SITUATE IN
 LANCASTER TOWNSHIP, LANCASTER CO., PA

PARTY CHIEF: RGT	CHECKED BY: PWT
DRAWN BY: RGT	DATE: 25 JULY 2011
SCALE: 1" = 40'	
SHEET NO. 1 OF	1
DRAWING NO.	11006

TRIMBLE
 SURVEYORS
 LLC

17-19 North Lane, Lititz, PA 17543
 (717) 626-0028 FAX (717) 627-4329
 email: TSurveyors@dejazzd.com

Exhibit "C"

ALL THAT CERTAIN EASEMENT OVER LANDS OF PENNSYLVANIA POWER AND LIGHT, INC. SHOWN AS AN EASEMENT FOR UTILITIES SITUATE IN LANCASTER TOWNSHIP, LANCASTER COUNTY, PENNSYLVANIA, BEING MORE FULLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT, THE MOST NORTHERLY CORNER OF THE HEREIN DESCRIBED EASEMENT, SAID POINT BEING ON THE EASTERN LINE OF LANDS OF THE CITY OF LANCASTER TO WHICH THE HEREIN DESCRIBED EASEMENT VACILLATES; THENCE LEAVING SAID POINT AND THROUGH SAID LANDS OF PENNSYLVANIA POWER AND LIGHT, INC. THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. SOUTH 69 DEGREES, 44 MINUTES, 20 SECONDS EAST A DISTANCE OF 54.84 FEET TO A POINT;

2. NORTH 65 DEGREES, 58 MINUTES, 17 SECONDS EAST A DISTANCE OF 98.80 FEET TO A POINT;

3. SOUTH 69 DEGREES, 02 MINUTES, 03 SECONDS EAST A DISTANCE OF 60.72 FEET TO A POINT ON LINE OF OTHER LANDS OF THE CITY OF LANCASTER; THENCE ALONG SAID OTHER LANDS OF THE CITY OF LANCASTER THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. NORTH 88 DEGREES, 03 MINUTES, 30 SECONDS WEST A DISTANCE OF 52.37 FEET TO A POINT;

2. SOUTH 65 DEGREES, 56 MINUTES, 30 SECONDS WEST A DISTANCE OF 117.40 FEET TO A POINT;

THENCE THROUGH SAID LANDS OF PENNSYLVANIA POWER AND LIGHT, INC. NORTH 69 DEGREES, 25 MINUTES, 50 SECONDS WEST A DISTANCE OF 23.16 FEET TO A POINT ON THE AFOREMENTIONED EASTERN LINE OF LANDS OF THE CITY OF LANCASTER;

THENCE ALONG SAID LANDS OF THE CITY OF LANCASTER, NORTH 24 DEGREES, 03 MINUTES, 30 SECONDS WEST A DISTANCE OF 42.09 FEET TO A POINT, THE POINT AND PLACE OF BEGINNING.

CONTAINING 3,859.2 SQUARE FEET (0.0886 ACRES) OF

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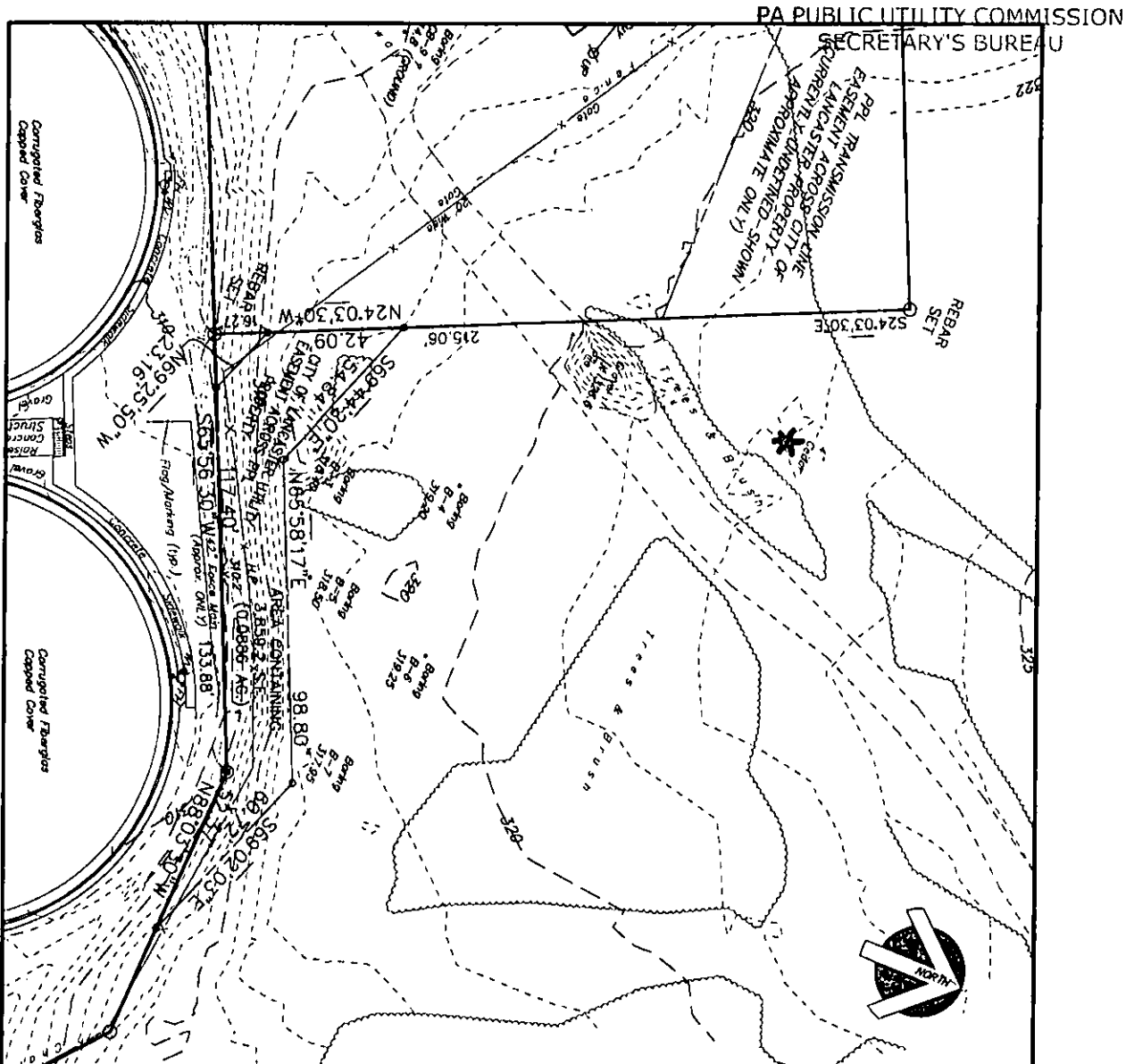
MAY 2 2013

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

RECEIVED

Exhibit "D"

MAY 2 2013



<p>EASEMENT EXHIBIT</p> <p>THROUGH OF LANDS OF</p> <p>PENNSYLVANIA POWER & LIGHT, INC.</p> <p>AND FOR THE BENEFIT OF</p> <p>CITY OF LANCASTER</p> <p>SITUATE IN</p> <p>LANCASTER TOWNSHIP, LANCASTER CO., PA</p>	<p>PARTY CHIEF:</p> <p>RGT</p>	<p>CHECKED BY:</p> <p>PWT</p>	<p>TRIMBLE</p> <p>SURVEYORS</p> <p>LLC</p> <p>17-19 North Lane, Lititz, PA 17543</p> <p>(717) 626-0028 FAX (717) 627-4329</p> <p>email: TSurveyors@dejazzd.com</p>
	<p>DRAWN BY:</p> <p>RGT</p>	<p>DATE:</p> <p>25 JULY 2011</p>	
	<p>SCALE: 1" = 40'</p>		
	<p>SHEET NO. 2 OF</p>	<p>4</p>	
<p>DRAWING NO. 11006</p>			

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

Origin ID: ABEA

FedEx
 Express



J13111302120326

Allentown, PA 18101

Ship Date: 02MAY13
 ActWgt: 1.0 LB
 CAD: 104308816/INET3370

Delivery Address Bar Code



Ref # PER 205 734268 006
 Invoice #
 PO #
 Dept #

SHIP TO: (717) 772-7777

BILL SENDER

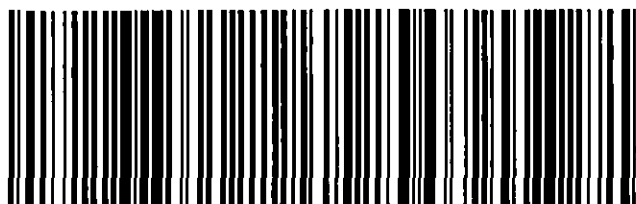
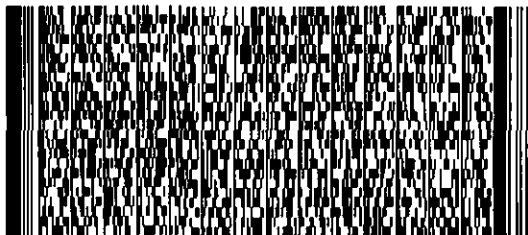
ROSEMARY CHIAVETTA, SECRETARY
PA Public Utility Commission
400 NORTH ST
COMMONWEALTH KEYSTONE BUILDING
HARRISBURG, PA 17120

FRI - 03 MAY 10:30A
PRIORITY OVERNIGHT

TRK# 7996 6849 4491
 0201

ZN MDTA

17120
 PA-US
 MDT



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