

**Paul E. Russell**  
Associate General Counsel

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**VIA FEDERAL EXPRESS**

August 6, 2013

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

**RECEIVED**

**AUG - 6 2013**

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**Re: PPL Electric Utilities Corporation  
Agreement of Sale,  
Borough of Slatington, Lehigh County, PA**

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 the Borough of Slatington, located in Lehigh 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 August 6, 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

**AGREEMENT OF SALE**

**THIS AGREEMENT**, made this First day of August, 2013, between **PPL ELECTRIC UTILITIES CORPORATION**, a Pennsylvania corporation, of Allentown, Lehigh County, Pennsylvania, hereinafter called Seller, and the **BOROUGH OF SLATINGTON**, a municipality in Pennsylvania, Lehigh County, hereinafter called Buyer.

**WITNESSETH:**

WHEREAS, on September 12, 1997, Pennsylvania Power & Light Company filed with the Department of State Articles of Amendment changing its name to PP&L, Inc.; and

WHEREAS, on February 14, 2000, PP&L Inc. filed with the Department of State Articles of Amendment changing its name to PPL Electric Utilities Corporation.

WHEREAS, Seller is the owner of certain property located in the Borough of Slatington, County of Lehigh and Township of Washington, County of Lehigh which is more fully described as follows:

**ALL THAT CERTAIN** piece or parcel of land, situate in the Borough of Slatington, County of Lehigh and Township of Washington, County of Lehigh, Commonwealth of Pennsylvania, more particularly bounded and described as follows:

**TRACT 1**

BEGINNING at an iron pin on the east side of Main Street, said pin being N 27° 55' E 40 feet from the Northeast corner of Main and Grove Streets; thence along the Easterly side of Main Street N 28° 29' E 135.95 feet to an iron pin; thence by lands now or formerly of Lehigh Valley Stone & Construction Company N 29° 08' E 32.0 feet to an iron pin, same being also in the Western right-of-way line of L. V. T. Co., thence along said right-of-way S 5° 31' E 201.5 feet to an iron pin in the Northern line of L. V. T. Co. substation property; thence along said line N 62° 05' W 112.88 feet to the place of beginning

CONTAINING 0.207 acres, more or less.

BEING the same premises as described in the deed from Amelia Dorward, Lucy Hunsicker, Annie Krum, Dama R. Kern and Ellen S. Handwerk and Harvey J. Handwerk to Pennsylvania Power & Light Company dated June 30, 1927 and recorded in Lehigh County Deed Book 452 Page 292 on June 30, 1927.

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SECRETARY'S BUREAU**

## TRACT 2

BEGINNING at a point, said point being the North East corner of Main and Grove Streets in said Borough; thence along the East side of Main Street N 29° 12' E 40 feet to a point; thence along property of Pennsylvania Power & Light Company, Grantee herein, the three following courses and distances; S 60° 42' E 106.44 feet to a point, N 4° 30' W 204.61 feet to a point and S 29° 12' W 32 feet to a point; thence N 78° 40' W 3 feet to point on the East curb line of Main Street; thence along the East curb line of Main Street the two following courses and distances, N 14° 14' E 70.6 feet to a point and N 11° 20' E 26 feet to a point; thence S 78° 40' E 30 feet to a slate monument; thence along property of Victory Park the five following courses and distances, S 29° 12' W 31.96 feet to a point, S 4° 30' E 247.97 feet to a point, S 60° 42' E 19.5 feet to a point, S 29° 12' N 28.5 feet to a point and S 3° 32' E 13.7 feet to a point on the North side of Grove Street; thence along the North side of Grove Street N 60° 42' W 157.5 feet the place of beginning.

CONTAINING 0.277 acres.

BEING the same premises as described in the deed from Lehigh Valley Transit Company to Pennsylvania Power & Light Company dated June 10, 1937 and recorded in Lehigh County Deed Book 584, Page 672 on October 26, 1939.

WHEREAS, Seller desires to sell the above described Tract 1 and Tract 2, collectively herein identified as "the Property", to 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 One Dollar (\$1.00).
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 as follows:
  - (A) Obtaining of Pennsylvania Public Utilities Commission Certificate of Filing prior to closing.
  - (B) The Property use shall be restricted to non-residential purposes into perpetuity. Non-residential purposes may include parking pavement, grassed recreation areas, walking paths and other passive park uses. Earth disturbances shall be limited to grading work needed for parking lots, sidewalks, tennis courts, basketball courts, and associated drainage infrastructure.

- (C) Excavated material from the property to be transported off-site shall follow the requirements contained in the PA Department of Environmental Protection Management of Fill policy (Document No. 258-2182-773, August 7, 2010), or the policy currently in effect.

3. The Property is to be conveyed free and clear of all liens, 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 December 31, 2013.

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

10. 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.

11. 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.

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

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

14. 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:

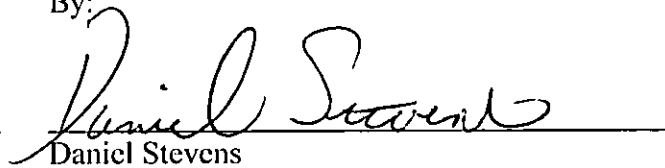
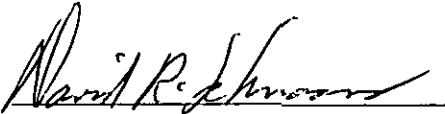


Marc A. Jackson  
Manager-Real Estate Services of PPL Services Corporation  
and Authorized Agent for PPL Electric Utilities Corporation

**WITNESS:**

**BOROUGH OF SLATINGTON**

By:



Daniel Stevens  
President-Slatington Borough Council

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

Origin ID: ABEA

**FedEx**  
 Express



J13201306260326

Allentown, PA 18101

Ship Date: 06AUG13  
 ActWgt: 1.0 LB  
 CAD: 104308816/NET3430

Delivery Address Bar Code



Ref # PER 205 734268 000  
 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**

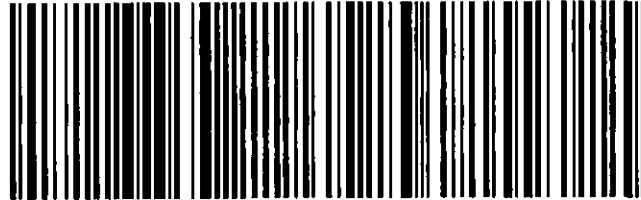
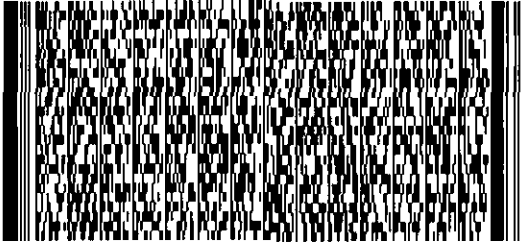
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 PRIORITY OVERNIGHT

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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.
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