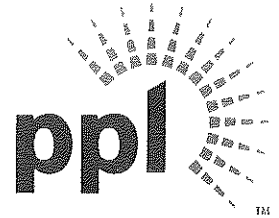


Paul E. Russell
Associate General Counsel

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



E-File

April 29, 2014

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

Re: PPL Electric Utilities Corporation
Agreement of Sale County of Lackawanna

Dear Secretary Chiavetta:

Enclosed for filing on behalf of PPL Electric Utilities Corporation ("PPL Electric") is an Agreement of Sale between PPL Electric and the County of Lackawanna located in 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 April 29, 2014, 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.

Very truly yours,


Paul E. Russell

Enclosures

AGREEMENT OF SALE

THIS AGREEMENT, made this 26th day of March, 2014, between The County of Lackawanna, a Third Class County of the Commonwealth of Pennsylvania, having an address of 200 Adams Avenue, 6th Floor, Scranton PA 18503, hereinafter called Seller, and the PPL Electric Utilities Corporation, a Pennsylvania Corporation, having an address of 2 North Ninth Street, Allentown PA 18101-1179, hereinafter called Buyer.

WITNESSETH:

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

ALL THAT CERTAIN piece or parcel of land, situate in the Township of Covington, County of Lackawanna, Commonwealth of Pennsylvania, more particularly bounded and described as follows:

BEING a portion of the premises described in the deed dated May 10, 2007, and recorded in the office of the Recorder of Deeds in and for Lackawanna County as instrument # 200712432 also known as PIN # 2130401000101

CONTAINING 18.3 acres.

WHEREAS, Seller desires to sell 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 Eighty-Five Thousand and 00/100 Dollars (\$85,000.00) to be paid at closing.
2. The Property is to be conveyed free and clear of all liens, 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.
3. Buyer shall have ninety (90) days (the "Due Diligence Period") from the Execution Date to investigate and inspect the Property and to cause such studies, tests, investigations and evaluations, including but not limited to surveys and environmental testing, to be made which in the sole opinion of Buyer are necessary or advisable to determine whether Buyer will proceed to Closing. In the event that Buyer determines, in its sole discretion, during the Due Diligence Period to terminate this Agreement because of the results of any testing,

studies or evaluations, Buyer shall, not later than one week after the expiration of the Due Diligence Period, notify Seller, in writing, of such determination, whereupon this Agreement shall be at an end, with no further rights or obligations in either party.

In connection with the above testing, it is understood and agreed that Buyer and Buyer's agents, representatives, engineers, contractors and subcontractors shall have the right from time to time from after the full execution of this Agreement to enter upon the Property for the purposes of inspection, survey, taking of measurements, marking of test borings, preparation of plans or other tests of surface and subsurface conditions or other environmental and other studies or appraisals, and generally for the ascertainment of the condition of the Property and the obtaining of such information and data as Buyer may deem necessary or advisable. If Buyer exercises its right of entry under the provisions of this paragraph, Buyer shall, (a) defend and save harmless Seller from, and indemnify Seller against, any liability or expense for injuries to or death of persons or damage to property arising from the exercise of rights hereunder by Buyer or its employees, agents or contractors. More specifically, Buyer shall indemnify, protect, defend and hold Seller harmless from any and all liens, losses, liabilities, claims, demands, damages, costs and expenses arising out of or relating to Buyer's exercising its rights hereunder; and (b) restore the Property substantially to its condition as existed immediately prior to the execution of this Agreement.

4. Settlement shall be made on or before ninety (90) 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.

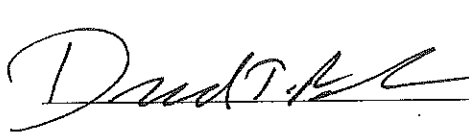
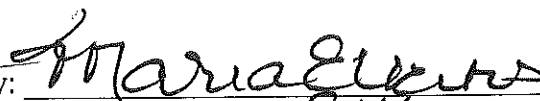
9. Risk of loss shall remain on Seller until final settlement hereunder.

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.


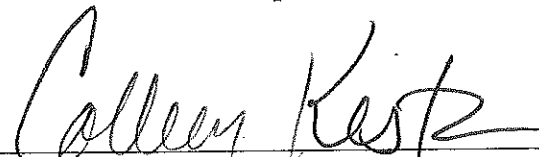
11. Seller agrees to execute and/or deliver to Buyer at closing any and all documentation required by Buyer's title insurance company or required by law.
12. Deed preparation and acknowledgment are to be paid by Buyer.
13. Final settlement shall be held at a time and location agreed upon by the parties.
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: **The County of Lackawanna**

 By: 
Name: Maria Elkins
Title: Chief of Staff

WITNESS: **PPL Electric Utilities Corporation**

 By: 
Colleen Kester
Title: Sr. Manager - Siting and Right of Way

Addendum to

Agreement of Sale dated March 26, 2014

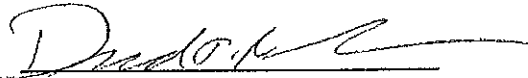
The County of Lackawanna to PPL Electric Utilities Corporation

This addendum cancels and supersedes clause #4 of the Agreement of Sale dated March 26, 2014 between The County of Lackawanna and PPL Electric Utilities Corporation for the purchase of 18.3 acres of land owned by Lackawanna County. The property is located in Covington Township, Lackawanna County PA and is identified as PIN # 2130401000101.

Settlement shall be made on or before ninety (90) days from the date of this agreement OR within 45 days from the date of written notice from the Pennsylvania Public Utility Commission of its approval for the purchase of the above identified property, whichever is later. The date of this agreement is the 2nd day of April 2014.

WITNESS

the County of Lackawanna



By:

Name:

Title:

Mara Ecker
Mara Ecker
Chief of Staff

WITNESS

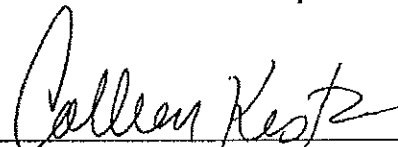
PPL Electric Utilities Corporation



By:

Colleen Kester

Title: Sr. Manager - Siting and Right of Way





County of Lackawanna

Lackawanna County
Administration Building
200 Adams Avenue
Scranton, Pennsylvania
18503

Certified Copy

Resolution: 14-0056

File Number: 14-0056

Authorizing the Sale of land located in Covington Township

**A RESOLUTION OF THE BOARD OF COMMISSIONERS AUTHORIZING THE SALE OF
18.30 ACRES OF LAND LOCATED IN COVINGTON TOWNSHIP FOR THE APPRAISED
VALUE; AND AUTHORIZING THE CHIEF OF STAFF TO ACT**

WHEREAS, Lackawanna County is the titled owner of certain real estate located in Covington Township, Lackawanna County, Pennsylvania; and

WHEREAS, The PPL Electric Utilities Corporation (PP&L), a public utility, has requested that the County sell it the 18.30 acres of land for the purpose of constructing a transmission line through the area; and

WHEREAS, the County did have the land appraised to determine its fair market value; and

WHEREAS, the Lackawanna County Board of Commissioners believes it is in the best interests of Lackawanna County to sell said parcel of land to PP&L, as the County has no long term plan to utilize said parcel of land.

NOW THEREFORE, the Board of Commissioners of Lackawanna County does hereby resolve the following:

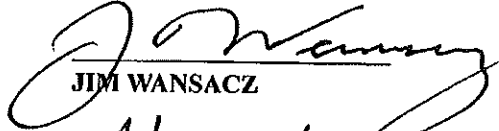
1. Authorizes the sale of 18.30 acres of undeveloped land located in the off Lehigh Road, Covington Township, Lackawanna County, Pennsylvania for the appraised value of Eighty-five Thousand (\$85,000.00) Dollars to the Pennsylvania Power and Light Company.

2. The County Solicitor is instructed to prepare a Deed of Conveyance transferring the parcel to the purchaser.

3. The Chief of Staff of Lackawanna County is hereby authorized to execute all necessary and appropriate instruments to effectuate the purposes contained herein.

ADOPTED at a regular meeting of the Board of Commissioners of Lackawanna County held on March 26, 2014.

COUNTY OF LACKAWANNA


JIM WANSACZ


COREY D. O'BRIEN


PATRICK M. O'MALLEY

ATTEST:


MARIA ELKINS
CHIEF OF STAFF

Approved as to form and legality:


DONALD J. FREDERICKSON, ESQUIRE
COUNTY SOLICITOR