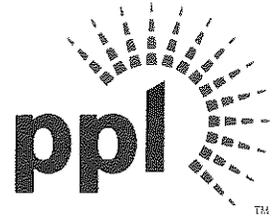


Paul E. Russell
Associate General Counsel

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



E-File

June 6, 2016

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;
Township of Stroud, Stroudsburg, Monroe County Pennsylvania**

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 Township of Stroud located in the Stroudsburg, Monroe County, Pennsylvania. This agreement is being filed pursuant to 66 Pa. C.S.A. § 507.

This Agreement of Sale is related to the same property as impacted by the Easement Agreement between PPL Electric and the Township of Stroud, pending approval, at Docket No. U-2016-2534926.

Pursuant to 52 Pa. Code § 1.11, the enclosed document is to be deemed filed on June 6, 2016, 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,

A handwritten signature in black ink that reads "Paul E. Russell". The signature is written in a cursive, flowing style.

Paul E. Russell

Enclosures

AGREEMENT OF SALE

THIS AGREEMENT OF SALE ("Agreement"), made this 2nd day of June, 2016, between **PPL ELECTRIC UTILITIES CORPORATION**, formerly known as PP&L, Inc., formerly known as Pennsylvania Power & Light Company, a Corporation in the Commonwealth of Pennsylvania, with offices at Two North Ninth Street, Allentown, Lehigh County, Pennsylvania, hereinafter called "Seller"; **TOWNSHIP OF STROUD**, a Township of the Second Class, having an address of 1211 North Fifth Street, Stroudsburg, Pennsylvania 18360, hereinafter called "Buyer".

WITNESSETH:

WHEREAS, Seller is the owner of an approximate 3.014 acre property located in Stroud Township, Monroe County Pennsylvania, which property is more fully described in a certain Deed dated August 21st, 1979 and recorded in the Recorder of Deeds Office of and for Monroe County at Deed Book Volume 974, Page 102;

WHEREAS, Buyer desires to purchase an approximate .057 acre portion of the aforementioned property (the "Property"), which Property is generally depicted on the plan entitled "Penna Power & Light Co Right of Way To Be Dedicated", marked "Exhibit A", dated May 5th, 2016, attached hereto and incorporated herein by reference (the "Plan"). It being agreed that the above description may need to be modified based on the results of investigations and permitting for the Intended Use (hereinafter defined);

WHEREAS, Seller desires to sell the Property to the Buyer, and Buyer desires to purchase the Property from Seller for a PennDOT road widening project (the "Intended Use"), in accordance with the Plan, under and subject to the terms and conditions set forth herein;

WHEREAS, St. Luke's Hospital and other parties are developing projects in and around the Property which is necessitating the road widening for the Intended Use;

WHEREAS, Seller is agreeable, subject to the terms and conditions herein, to Buyer, and its agent and contractors, performing certain activities on the Property prior to Closing (hereinafter defined);

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

1. The price or consideration shall be Twelve thousand Dollars (\$12,000), which shall be paid to the Seller by the Buyer at Closing.
2. At Closing, Seller shall convey good and marketable fee simple title to the Property (subject to Paragraph 16 hereof), free and clear of all liens and encumbrances except for easements of record which Buyer does not object, as hereinafter provided; being such title as will be insured at regular rates by a reputable title insurance company, licensed in the Commonwealth of Pennsylvania. Buyer shall examine the title to the Property, inspect the Property and take any other action the Buyer deems is necessary to determine the condition of title to the Property. Buyer shall provide Seller with written notification of any objections to the title prior to Closing. If matters to which Buyer objects would, in Buyer's reasonable opinion, significantly impair Buyer's Intended Use of the Property and are not remedied by Seller prior to Closing or if Seller is unwilling to remedy the objections and Buyer does not

waive its objections, then at Buyer's election, Buyer may (i) terminate its obligation hereunder to purchase the Property and this Agreement shall be null and void, and there shall be no further liability between Seller and Buyer with respect to the subject matter of this Agreement, or (ii) Buyer may waive such title objections and proceed with the purchase of the Property in accordance with the terms hereof.

3. Buyer agrees to pay all costs associated with any site improvements on the Property and any relocation of existing structures, improvements, and systems needed to transfer the Property to Buyer. Seller agrees to remove all of its facilities, at Buyer's expense, from the Property prior to Closing, with the exception of subsurface support structures that may remain on the Property.
4. Buyer, and its agents and contractors, are permitted to perform certain investigation and development activities on the Property prior to Closing ("Pre-Closing Work"). Should Buyer not proceed to Closing the Buyer shall be responsible for removing the Pre-Closing Work and returning the Property to its original condition. The Buyer shall save and hold harmless, indemnify and defend Seller, its affiliates, and their respective directors, officers, employees, agents, contractors, successors and assigns (each a "PPL Indemnitee") from and against any and all claims, demands, suits, actions and judgments of any nature, and all costs and (including attorneys' fees and experts' fees) of whatever kind resulting therefrom, which may arise directly or indirectly out of a claim against any PPL Indemnitee for damages to property, including but not limited to injury or death, third party claims of Buyer's employees, agents or contractors, payments under any Workmen's Compensation law or under any plan for employee's disability and death benefits, which may arise out of or be caused by the Pre-Closing Work, or by any act or omission of a PPL Indemnitee, or Buyer, and their respective employees, agents or contractors regarding the Pre-Closing Work. The Buyer shall relieve Seller and each PPL Indemnitee of all responsibility for any and all environmental matters or claims resulting from the Pre-Closing Work, and any such environmental matters shall be resolved without expense to Seller and with the approval of, and to the satisfaction of, all appropriate local, state and federal governmental agencies.
5. Buyer, and its agents and contractors, shall, and shall cause all of its successors and assigns to, during any period where the Pre-Closing Work is being performed, at Buyer's sole cost, maintain, or cause to be maintained with insurance companies having an A.M. Best Insurance Rating of 'A-' or better and financial strength category of VIII or higher, the minimum insurance coverages, hereinafter referred to as the "Required Coverages", as set forth below. The Commercial General Liability coverage required of Buyer and each successor or assign shall be written on an occurrence basis. Buyer shall name Seller and the PPL Indemnitees as additional insureds and shall include a waiver of subrogation in favor of the additional insureds. The insurance coverages afforded under the policies required hereunder shall be primary and non-contributing. The Required Coverages shall include: 1. Commercial General Liability policy for bodily injury and property damage in the amount of \$2,000,000; 2. statutory workers compensation coverage; and 3. automobile insurance at the statutory minimum.
6. Subject to the Buyer's inspection rights, the Property is being sold as is/whereas. In no event shall Seller be required to make any repairs, modifications, or corrections to the Property, or Residue Property, as part of this transaction.
7. Closing shall be on or before sixty (60) days of Seller receiving all final and unappealable approvals from the Pennsylvania Public Utility Commission ("PUC") for Seller to transfer

the Property to the Buyer ("Closing"). Seller shall notify Buyer once such approvals have been obtained from the PUC. Closing shall be held at a time and location agreed upon by the parties.

8. Possession is to be given at the time of settlement free of any third party rights and by delivery of a special warranty deed.
9. 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.
10. It is understood and agreed that all transfer taxes imposed by any governmental body shall be borne by Buyer.
11. Should the Buyer violate or fail to fulfill and perform any of the terms or conditions of this Agreement, then, and in that case, Seller may terminate this Agreement. Should the Seller violate or fail to fulfill and perform any of the terms or conditions of this Agreement, then, and in that case, the Buyer shall have the right to terminate this Agreement and the deposit shall be returned or pursue any other remedy available to the Buyer, specifically including, without limitation, specific performance.
12. Risk of loss shall remain on Seller until final settlement hereunder.
13. 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.
14. Seller agrees to execute and/or deliver to Buyer at Closing any and all reasonable documentation required by Buyer or required by law.
15. All closing cost including but not limited to deed preparation, recording fees, associated legal fees, transfer tax, title fees, and facility relocation are to be paid by Buyer.
16. It is expressly understood and agreed between the Seller and Buyer herein that Seller shall have one (1) year from the date of Closing to deliver to Buyer a release or releases of the Property from any mortgage or mortgages of Seller to which it is subject. Buyer and Seller shall enter into a separate agreement obligating Seller to comply with this Paragraph 16, and indemnifying Buyer from any liability incurred from Seller's breach this Paragraph 16. Seller agrees that Buyer, through its counsel approved by the Seller, may assist in the process of obtaining such required releases of mortgages.
17. This Agreement shall not be recorded in any office of public record and any attempt to do so shall constitute a breach of this Agreement.
18. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile or email copies of this Agreement may be executed by the parties and such facsimile copies or email shall have the same legal force and effect executed original copies would have.
19. This Agreement shall insure to the benefit of, and be binding upon, the parties hereto and their respective heirs, personal representatives, successors and assigns.

20. This Agreement constitutes the entire agreement between the parties hereto and shall supersede all prior negotiations, understandings and agreements of any nature whatsoever with respect to the subject matter hereof. No amendment, waiver or discharge of any provision of this Agreement shall be effective against either party unless that party shall have consented thereto in writing.
21. Seller and Buyer acknowledge and agree that times contained in this Agreement shall be of the essence.
22. In the event that any section or provision of this Agreement is determined to be unconstitutional, unenforceable or invalid, such section or provision shall be stricken from, and construed for all purposes not to constitute a part of, this Agreement, and the remaining portion of this Agreement shall continue in full force and effect and shall for all purposes, constitute this entire Agreement.
23. All parties hereto acknowledge that they have had the benefit of independent counsel with regard to this Agreement, and that this Agreement has been prepared as a result of the joint efforts of the parties and their respective counsel. Accordingly, the parties agree that the provisions of this Agreement shall not be construed or interpreted for or against any party hereto based upon authorship or incidents of negotiations.
24. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. In the event litigation is required by either party to enforce the terms of this Agreement, the prevailing party of such action shall, in addition to all other relief granted or awarded by the court, be entitled to judgment for attorneys' fees incurred by reason of such action and all costs of suit and those incurred in preparation thereof at both the trial and appellate levels. Seller and Buyer agree that the Court of Common Pleas of Monroe County, Pennsylvania shall be the venue for any court action filed related to this agreement, and waive the right, claim, power, or motion under the doctrine of Forum Non Conveniens or otherwise, to transfer any such action to any other court.
25. No provision of this Agreement shall be deemed to merge in any deed delivered pursuant to this Agreement, and all the provisions of this Agreement shall survive the delivery of any such deed.
26. Seller represents that it has no knowledge of any existing environmental conditions on the Property. Prior to settlement, Buyer shall have the opportunity to inspect the Property and conduct such environmental and other tests Buyer deems necessary, at Buyer's sole cost, risk, and expense.
27. This Agreement is between a public utility and a municipal corporation and is therefore subject to PUC review pursuant to 66 Pa.C.S.A. § 507. The Effective Date of this Agreement shall be the later of i) thirty (30) days from the date that PPL submits the Agreement to the PUC; or ii) if the PUC opens an investigation of the Agreement, on the date the PUC approves the Agreement.
28. All notices provided for in this Agreement shall be directed by registered or certified mail to the parties at the addresses set forth below, or at such other addresses as the parties shall designate to each other, in writing. All notices shall be deemed delivered upon receipt.

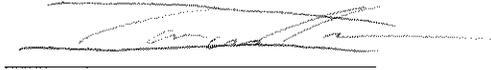
To Seller: PPL Electric Utilities Corporation
Two North Ninth Street
Allentown, PA 18101
Attention: Ian van Halem
And
Michael J. Shafer, Esq.

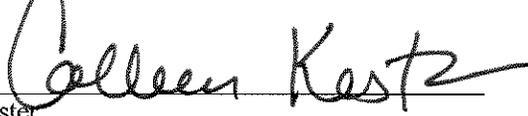
To Buyer: Stroud Township
1211 N. Fifth St.
Stroudsburg, PA 18360
Attention: Daryl A. Eppley, Vice Chairman

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:

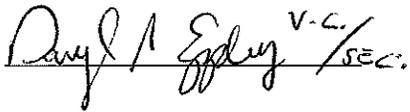
PPL ELECTRIC UTILITIES CORPORATION



By: 
Colleen Kester
MRG – ROW/Siting/Permits/Real Estate

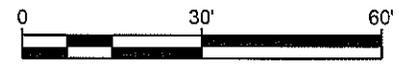
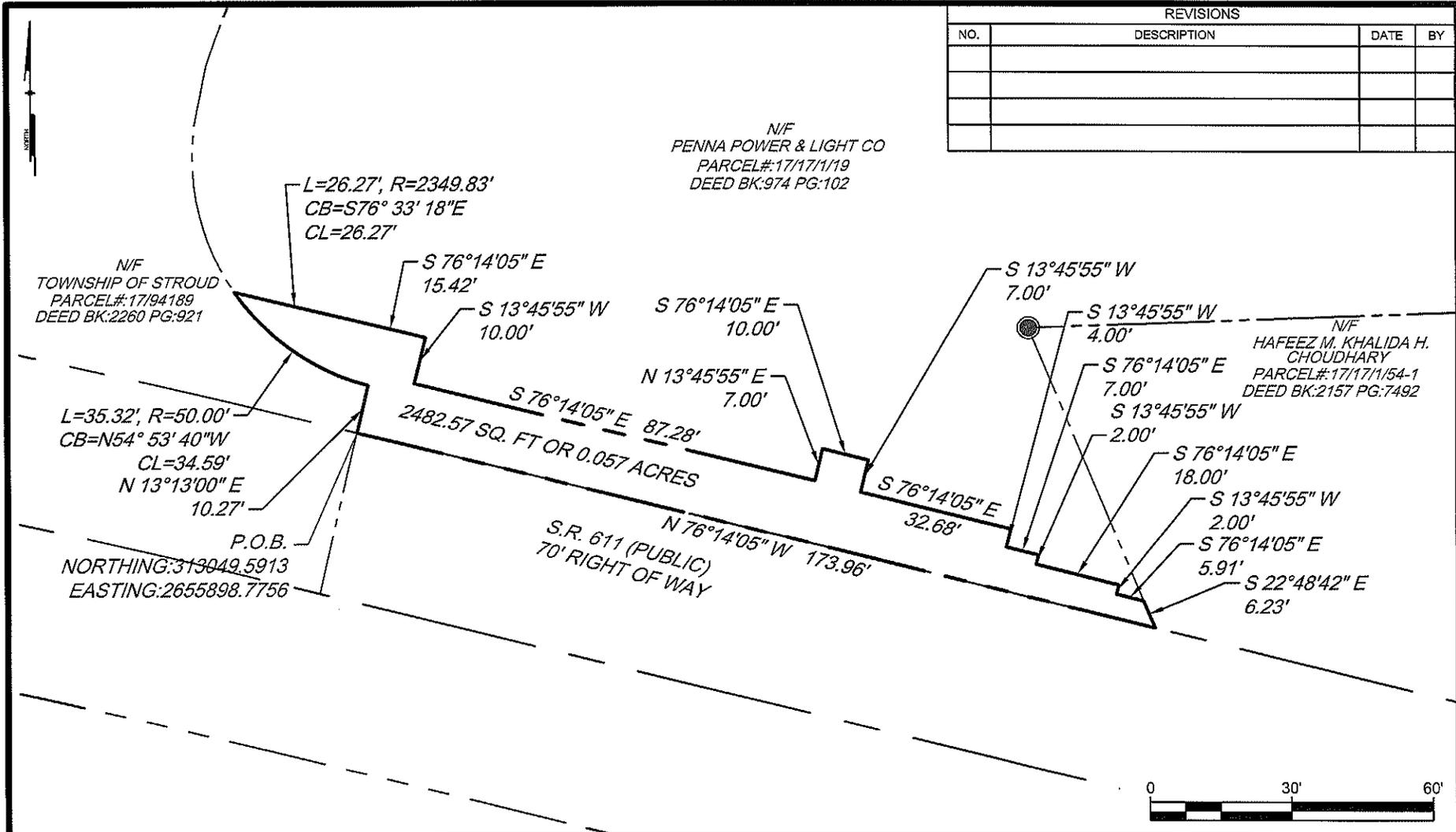
WITNESS:

TOWNSHIP OF STROUD



By: 
Name: Edward C. Cramer
Title: Chairman/Treasurer

| REVISIONS | | | |
|-----------|-------------|------|----|
| NO. | DESCRIPTION | DATE | BY |
| | | | |
| | | | |
| | | | |
| | | | |



PENNONI ASSOCIATES INC.
 2041 Avenue C, Suite 100
 Bethlehem, PA 18017
 T 610.231.0600 F 610.231.2033

ALL DOCUMENTS PREPARED BY PENNONI ASSOCIATES ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE PROJECT. THEY ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON THE EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY PENNONI ASSOCIATES FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT OWNERS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO PENNONI ASSOCIATE; AND OWNER SHALL INDEMNIFY AND HOLD HARMLESS PENNONI ASSOCIATES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

PENNA POWER & LIGHT CO
 RIGHT OF WAY TO BE DEDICATED
 PREMISES TAX ID: 17171119
 STROUD TOWNSHIP, MONROE COUNTY, PENNSYLVANIA

EXHIBIT A

| | |
|---------------|------------|
| PROJECT | LUKH1301 |
| DATE | 2016-05-06 |
| DRAWING SCALE | 1"=30' |
| DRAWN BY | MDR |
| APPROVED BY | 1005 |

V-0208
 SHEET 1 OF 1

**PROPOSED S.R. 0611
RIGHT OF WAY TO BE DEDICATED – EXHIBIT A-1**

ALL THAT CERTAIN portion of land situated in Stroud Township, County of Monroe and Commonwealth of Pennsylvania as shown on EXHIBIT A, Drawing #: V-0208, Dated 2016-05-06 described as follows, to wit:

Beginning at a point along the northerly Right of Way line of S.R. 0611 and having Pennsylvania State Plane Coordinates (NAD83), (North Zone) Northing: 313,049.5913' and Easting: 2,655,898.7756.

Thence through the lands of now or formerly, Penna Power & Light Co. the followings 17 bearings and distances.

1. NORTH 13 degrees 13 minutes 00 seconds EAST a distance of 10.27 feet, to a point of curvature;
2. Along a curve to the right having a radius of 50.00 feet, an arc length of 35.32 feet, a chord distance of 34.59 feet and a chord bearing of NORTH 54 degrees 53 minutes 40 seconds WEST to a point of curvature;
3. Along a curve to the right having a radius of 2,349.83 feet, an arc length of 26.27 feet, a chord distance of 26.27 feet and a chord bearing of SOUTH 76 degrees 33 minutes 18 seconds EAST;
4. SOUTH 76 degrees 14 minutes 05 seconds EAST a distance of 15.42 feet to a point;
5. SOUTH 13 degrees 45 minutes 55 seconds WEST a distance of 10.00 feet to a point;
6. SOUTH 76 degrees 14 minutes 05 seconds EAST a distance of 87.28 feet to a point;
7. NORTH 13 degrees 45 minutes 55 seconds EAST a distance of 7.00 feet to a point;
8. SOUTH 76 degrees 14 minutes 05 seconds EAST a distance of 10.00 feet to a point;
9. SOUTH 13 degrees 45 minutes 55 seconds WEST a distance of 7.00 feet to a point;
10. SOUTH 76 degrees 14 minutes 05 seconds EAST a distance of 32.68 feet to a point;

11. SOUTH 13 degrees 45 minutes 55 seconds WEST a distance of 4.00 feet to a point;
12. SOUTH 76 degrees 14 minutes 05 seconds EAST a distance of 7.00 feet to a point;
13. SOUTH 13 degrees 45 minutes 55 seconds WEST a distance of 2.00 feet to a point;
14. SOUTH 76 degrees 14 minutes 05 seconds EAST a distance of 18.00 feet to a point;
15. SOUTH 13 degrees 45 minutes 55 seconds WEST a distance of 2.00 feet to a point;
16. SOUTH 76 degrees 14 minutes 05 seconds EAST a distance of 5.91 feet to a point;
17. SOUTH 22 degrees 48 minutes 42 seconds EAST a distance of 6.23 feet to a point;

Thence along the northerly Right of Way line of S.R.0611, NORTH 76 degrees 14 minutes 05 seconds WEST a distance of 173.96 feet to a point; to the **Point of Beginning**.

Containing 2,482.57 sq. ft. or 0.057 acres.