

Kimberly A. Klock
Senior Counsel

PPL
Two North Ninth Street
Allentown, PA 18101-1179
Tel. 610.774.5696 Fax 610.774.6726
KKlock@pplweb.com



E-File

May 31, 2017

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;
Union County
Lewisburg, Pennsylvania**

Dear Secretary Chiavetta:

Enclosed for filing on behalf of PPL Electric Utilities Corporation ("PPL Electric") is an Agreement between PPL Electric and Union County located in Lewisburg, 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 May 31, 2017, 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.

Respectfully submitted,

A handwritten signature in blue ink that reads "Kim Klock / xxv". The signature is written in a cursive, flowing style.

Kimberly A. Klock

Enclosure

LAND EXCHANGE AGREEMENT

THIS LAND EXCHANGE AGREEMENT ("Agreement"), made this 21st day of December, 2016, between **PPL ELECTRIC UTILITIES CORPORATION**, a Corporation in the Commonwealth of Pennsylvania, with offices at Two North Ninth Street, Allentown, Lehigh County, Pennsylvania, hereinafter called "PPL", and **UNION COUNTY**, a Pennsylvania political subdivision, having an address of 155 N. 15th Street, Lewisburg, PA 17837, hereinafter called "County".

WITNESSETH:

WHEREAS, PPL is the owner of an approximate 1.91 acre property located in Gregg Township, Union County Pennsylvania, which property is more fully described in a certain Deed dated December 21, 2007, and recorded in the Recorder of Deeds Office of and for Union County at Deed Book Volume 1752, Page 243 ("Parcel 1");

WHEREAS, County is the owner of an approximate 281 acre property located in Gregg Township, Union County Pennsylvania, which property is more fully described in a certain Deed dated January 7th, 2014, and recorded in the Recorder of Deeds Office of and for Union County at Deed Book Volume 2446, Page 0161 ("County Property");

WHEREAS, the County is in the process of subdividing a 3.2 acre portion of the County Property, as depicted in Exhibit A, with the intention to transfer this subdivided parcel to PPL ("Parcel 2");

WHEREAS, PPL and the County wish to exchange their properties under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the promises, covenants and agreements hereinafter contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Recitals. The recitals set forth hereinabove are true and correct and are incorporated herein. Any defined terms contained in the recitals shall have the same meaning throughout this Agreement.

2. Definitions. Parcel 1 and Parcel 2 are sometimes individually referred to hereinafter as the "Exchange Property" or collectively as the "Exchange Properties." A party who is intending to convey title to an Exchange Property at Closing is sometimes referred to hereinafter as "Grantor Party" and a party who is intending to accept title to an Exchange Property at Closing is sometimes referred to hereinafter as "Grantee Party."

3. The Exchange Terms. PPL and the County acknowledge that Parcel 1 and Parcel 2 are of like kind and equal value. PPL will convey Parcel 1 to the County and the County will convey Parcel 2 to PPL at Closing (hereinafter defined).

4. Dedications and Easements. After the date of this Agreement, and up to the time of Closing, Grantor Party shall not dedicate, gift, transfer, mortgage or convey any interest in Grantor Party's Exchange Property without written consent from Grantee Party, which may be withheld for any reason. This provision shall not apply to any easement, right of way or other encumbrance that existed at the time this Agreement was executed.

5. Due Diligence.

a. Grantee Party shall have ninety (90) days (the "Due Diligence Period") from the execution date of this Agreement to investigate and inspect the Exchange Property and to cause such studies, tests, investigations and evaluations, including but not limited to title searches, surveys and environmental testing, to be made which in the sole opinion of Grantee Party are necessary or advisable to determine whether Grantee Party will proceed to Closing. In the event that Grantee Party determines, in its sole discretion, during the Due Diligence Period to terminate this Agreement because of the results of any testing, studies or evaluations, Grantee Party shall, not later than the expiration of the Due Diligence Period, notify Grantor Party, in writing, of such determination, whereupon this Agreement shall be at an end, with no further rights or obligations on either party.

b. In connection with the above testing, it is understood and agreed that Grantee Party and Grantee Party'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 Exchange 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 Exchange Property and the obtaining of such information and data as Grantee Party may deem necessary or advisable. If Grantee Party exercises its right of entry under the provisions of this paragraph, Grantee Party shall, (a) defend and save harmless Grantor Party from, and indemnify Grantor Party against, any liability or expense for injuries to or death of persons or damage to property arising from the exercise of rights hereunder by Grantee Party or its employees, agents or contractors. More specifically, Grantee Party shall indemnify, protect, defend and hold Grantor Party harmless from any and all liens, losses, liabilities, claims, demands, damages, costs and expenses arising out of or relating to Grantee Party's exercising its rights hereunder; and (b) restore the Exchange Property substantially to its condition as existed immediately prior to the execution of this Agreement.

6. Closing. Closing shall be made on or before thirty (30) days from the expiration of the Due Diligence Period ("Closing").

7. Possession. Possession of the Exchange Property is to be given at the time of Closing by delivery of a special warranty deed conveying the Exchange Property. The deeds shall indicate that it is a "Deed in lieu of Condemnation".

8. Miscellaneous.

a. Taxes shall be apportioned pro rata for Exchange Property as of date of Closing, which apportionment shall be based upon the actual fiscal years of the taxing authorities for which the subject taxes are levied.

b. It is understood and agreed that all transfer taxes imposed by any governmental body shall be the sole responsibility of County.

c. In the event the Grantor Party is unable to give a good and marketable title and such as will be insured by any reputable title insurance company at regular rates as above set forth, Grantee Party shall have the option of taking such title as the Grantor Party can give without abatement of consideration, or terminating the Agreement; 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.

d. Risk of loss shall remain on Grantor Party until Closing hereunder to Grantee Party.

e. The parties hereby represent that they have not utilized the services of any broker in connection with the exchange of the Exchange Properties.

f. Grantor Party agrees to execute and/or deliver to Grantee Party at Closing any and all affidavits and documentation required by Grantee Party's title insurance company or required by law.

g. Deed preparation and acknowledgement are to be paid by Grantee Party.

h. Closing shall be held at a time and location agreed upon by the parties.

i. Neither party may assign its rights and obligations under this Agreement to another party without obtaining the written consent of the other party to the Agreement.

j. The Agreement shall be binding upon the parties hereto and each of their respective heirs, executors, administrators, successors and assigns.

k. This Agreement is between a public utility and a municipal corporation and is therefore subject to Pennsylvania Public Utility Commission ("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.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have hereunto set their hand and seals to the day and year first above written.

WITNESS:



PPL ELECTRIC UTILITIES CORPORATION

By: 
Colleen Kester
Manager – Transmission Siting, Right-of-Way, Permits, and
Real Estate

Attest:


Sonia Showers, Assist Chief Clerk

UNION COUNTY

By: 
Preston Boop
Chairman of the Board of Commissioners

