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FEDERAL EXPRESS

February 17, 2021

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, Pennsylvania 17120

RECEIVED

FEB 17 2021

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

**Re: Joint Application of PPL Electric Utilities Corporation and UGI Utilities, Inc.
For Approval of the Transfer by Sale of Real Property and Facilities
Located at 845 Park Avenue, Marion Heights, Mount Carmel Township,
Northumberland County, Pennsylvania
Docket No.**

Dear Ms. Chiavetta:

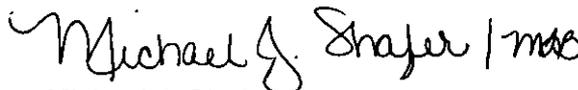
Enclosed for filing, pursuant to 66 Pa. C.S. § 1102, is an original of the Joint Application of PPL Electric Utilities Corporation and UGI Utilities, Inc. for Approval of the Transfer by Sale of Real Property and Facilities Located at 845 Park Avenue, Marion Heights, Mount Carmel Township. The facilities are located in Northumberland County, Pennsylvania.

Pursuant to 52 Pa. Code § 1.11, the enclosed document is deemed filed on February 17, 2021, 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.

I have enclosed a check for \$350.00 to cover the filing fee.

Very truly yours,


Michael J. Shafer

Enclosures

cc: Certificate of Service

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

In re: Joint Application of PPL Electric :
Utilities Corporation and UGI Utilities, :
Inc. for Approval of the Transfer by :
Sale of Real Property and Facilities :
Located at 845 Park Avenue, Marion :
Heights, Mount Carmel Township, :
Pennsylvania Pursuant to 66 Pa.C.S. § :
1102(a)(3) :

Application
Docket No. _____

RECEIVED

FEB 17 2021

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

JOINT APPLICATION OF
PPL ELECTRIC UTILITIES CORPORATION AND
UGI UTILITIES, INC.

By this Joint Application, PPL Electric Utilities Corporation ("PPL Electric") and UGI Utilities, Inc. ("UGI") hereby requests all necessary authority, approvals, and certificates of public convenience from the Pennsylvania Public Utility Commission ("Commission") pursuant to 66 Pa. C.S. § 1102(a)(3), authorizing the transfer by sale of real property and facilities located at 845 Park Avenue, Marion Heights, Mt. Carmel Township, Pennsylvania from PPL Electric to UGI pursuant to the Agreement of Sale ("Agreement"). A copy of the Agreement is attached hereto as **Appendix A**.

I. INTRODUCTION

1. PPL Electric is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania. PPL Electric is a wholly owned direct subsidiary of PPL Corporation.

2. PPL Electric furnishes electric distribution, transmission and default supply services to approximately 1.4 million customers throughout its certificated service

territory, which includes all or portions of 29 counties and encompasses approximately 10,000 square miles in eastern and central Pennsylvania.

3. PPL Electric is a "public utility," an "electric distribution company" and a "default service provider" as defined in Sections 102 and 2803 of the Public Utility Code, 66 Pa.C.S. §§ 102, 2803.

4. The complete name and address of PPL Electric is as follows:

PPL Electric Utilities Corporation
Two North Ninth Street
Allentown, PA 18101

5. The attorneys for PPL Electric are:

Kimberly A. Klock (ID #89716)
Michael J. Shafer (ID #205681)
PPL Services Corporation
Office of General Counsel
Two North Ninth Street
Allentown, Pennsylvania 18101.
Phone: 610-774-5696
Phone: 610-774-2599
Fax: 610-774-4102
E-mail: kklock@pplweb.com
E-mail: mishafer@pplweb.com

PPL Electric's attorneys are authorized to receive all notices and communications regarding this Joint Application.

6. UGI is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania. UGI is a wholly owned direct subsidiary of UGI Corporation.

7. UGI furnishes natural gas distribution and electric distribution service to approximately 670,000 natural gas customers in all or portions of 45 Pennsylvania counties and 62,000 electric customers in portions of 2 Pennsylvania counties.

8. UGI is a "public utility", a "natural gas distribution company" and "supplier of last resort" as defined in Sections 102, 2202, and 2207 of the Public Utility Code, 66 Pa.C.S. §§ 102, 2202, and 2207. UGI is also an "electric distribution company" and a

"default service provider" as defined in Section 2803 of the Public Utility Code, 66 Pa.C.S. § 2803.

9. The complete name and address of UGI is as follows:

UGI Utilities, Inc.
1 UGI Drive
Denver, PA 17517

10. The attorneys for UGI are:

Kent D. Murphy (ID #44793)
Bryn L. Michaels (ID#89288)
UGI Corporation
460 North Gulph Rd
King of Prussia, PA 19406
610-768-3631
610-992-3750
murphyke@ugicorp.com
michaelsb@ugicorp.com

UGI's attorneys are authorized to receive all notices and communications regarding this Joint Application.

11. Effective October 9, 2020, PPL Electric and UGI executed the Agreement, under which UGI would purchase the real property and facilities located at 845 Park Avenue, Marion Heights, Mt. Carmel Township, Northumberland County, Pennsylvania from PPL Electric.

12. Closing on the transaction is set to occur as soon as reasonably possible.

13. Because the Agreement involves the transfer of tangible property that is used or useful in the public service, Commission approval of the Agreement is sought by PPL Electric and UGI pursuant to 66 Pa. C.S. § 1102(a)(3).¹

¹ Section 1102(a)(3) provides, in pertinent part, that the Commission's prior approval, evidenced by a certificate of public convenience, is required:

For any public utility or an affiliated interest of a public utility ... to acquire from, or to transfer to, any person or corporation ... by any method or devise whatsoever, including the sale or transfer of stock and including a consolidation, merger, sale or lease the title to, or the possession or use of, any tangible or intangible property used or useful in the public service.

II. JOINT APPLICATION TO SELL REAL PROPERTY AND FACILITIES

14. Under the Agreement, UGI has agreed to purchase all of PPL Electric's rights, title and interest in the real property and facilities located at 845 Park Avenue, Mt. Carmel Township, Pennsylvania.²

15. PPL Electric originally purchased the property located at 845 Park Avenue in three separate tracts, with the first tract purchased October 28, 1971, the second tract purchased November 3, 1971, and the third tract purchased January 14, 1972.³

16. PPL Electric's sole use of 845 Park Avenue was for housing line crew workers and storing equipment.

17. As detailed in the Agreement, UGI has agreed to purchase PPL Electric's real property and facilities located at 845 Park Avenue for \$500,000.00. See Appendix A ¶ 2. This sales price was the result of arms-length negotiations, and independent real estate appraisals were conducted during the negotiation process.

18. The real property's book value and the facilities' original cost, original depreciated cost, present day cost, and present day depreciated cost are as follows:

	<u>Other Facilities</u>	<u>Transformers</u>	<u>Total</u>
Original Cost Undepreciated	\$1,795,880.75	\$0	\$1,795,880.75
Original Cost Depreciated	\$1,061,853.48	\$0	\$1,061,853.48
Present Day Cost Undepreciated	\$4,838,294.34	\$0	\$4,838,294.34
Present Day Cost Depreciated	\$1,859,554.29	\$0	\$1,859,554.29

² A legal description of the property to be transferred is set forth in the Agreement. See Appendix A, p. 1.

³ The property to be transferred has been included in PPL Electric's most recently filed rate case at Docket No. R-2015-2469275 and in prior rate cases.

19. PPL Electric will realize a net profit of \$88,015.40, from the sale.⁴ The ratemaking treatment of the sale will be determined in a future base rate proceeding.

20. PPL Electric's tentative journal entries include:

	Account	Description	Amount
Retire Service Center (building/HVAC)			
Debit	108	Accumulated depreciation	\$1,795,880.75
Credit	101	PPE at original cost	(\$1,795,880.75)
Record portion of proceeds related to building			
Debit	131	Cash	\$385,000.00
Credit	108	Accumulated depreciation	(\$385,000.00)
Record sale of land, including gain			
Debit	131	Cash	\$115,000.00
Credit	101	PPE at original cost	(\$26,984.60)
Credit	421.1	Gain on disposition of property	(\$88,015.40)

21. UGI's tentative journal entries include:

	Account	Description	Amount
Record Purchase of Building/Land			
Debit	101	PPE at purchase price	\$500,000.00
Credit	131	Cash	(\$500,000.00)

⁴ In calculating the net profit from the sale of the real property, PPL Electric considered the following factors: (1) date and cost of acquisition; (2) cost of improvements; (3) allowance for depreciation; (4) brokerage fees and commissions; (5) tax consequences of the sale; (6) recording fees, transfer taxes, and similar expenses incidental to conveying such property; (7) penalty costs and other charges for prepayment of an pre-existing recorded mortgage encumbering such property; and (8) net damages or benefits accruing to the remaining PPL Electric property.

22. The property is not the subject of any state or federal proceedings.

23. The Commission should approve the sale of real property and facilities to UGI Utilities pursuant to Section 1102(a)(3) of the Public Utility Code because the transaction is reasonable and in the public interest⁵ for several reasons.

24. The transfer of this property will significantly benefit the local community because UGI Utilities will utilize the property for office and material storage purposes in connection with the operation of its natural gas distribution company. This will enable UGI to retire an existing gas operations facility in Shamokin, Pennsylvania.

25. The sale will also relieve PPL Electric of the costs of owning and maintaining the parcel and building located at the address. The reduced maintenance costs will benefit PPL Electric and its customers.

26. *Further, the sale is projected to have no negative impact on operations.* The sale involves a minor portion of PPL Electric's assets and will not: (1) result in any interruption or curtailment of existing services; (2) cause a staff reduction or a termination of any PPL Electric operations; (3) result in the relocation of any PPL Electric offices; (4) require PPL Electric to acquire replacement property; or (5) affect PPL Electric's short or long-range plans for expanding or upgrading any services now offered to the public.

27. Moreover, PPL Electric's engineering and operating representative have reviewed the proposed sale of facilities and its relation to PPL Electric's operations. PPL Electric is satisfied as to the adequacy, continuity, safety of service, and other relevant factors regarding electrical supply to the property located at 845 Park Avenue.

⁵ Section 1103 of the Public Utility Code sets forth the procedure to obtain certificates of public convenience. The Commission may issue a certificate of public convenience upon a finding that "the granting of such certificate is necessary or proper for the service, accommodation, convenience, or safety of the public." 66 Pa.C.S. § 1103(a). The "public interest" standard is satisfied by a simple preponderance of the evidence of benefits, and such burden can be met by showing a likelihood or probability of public benefits that need not be quantified or guaranteed. *Popowsky v. Pa. Pub. Util. Comm'n*, 594 Pa. 583, 611, 937 A.2d 1040, 1057 (2007).

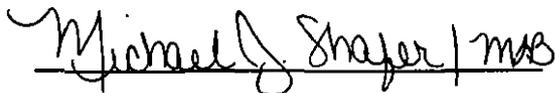
28. Based on the foregoing, approval of this joint application is necessary or proper for the service, accommodation, convenience, or safety of the public because it: (1) will reduce PPL Electric's maintenance expenditures; (2) will not negatively affect PPL Electric's operations; and (3) will provide substantial benefits to the local community in the form of additional jobs and an increased property tax base.

29. Finally, as mentioned previously, the parties are scheduled to close on the transaction as soon as reasonably possible. Commission approval of the Agreement is required as a condition of closing or UGI has the option to terminate. See Appendix A ¶ 17.

30. Therefore, PPL Electric and UGI respectfully request that the Commission review and approve the Joint Application within sixty (60) days of the filing date.

WHEREFORE, in view of the foregoing, PPL Electric and UGI respectfully request that the Pennsylvania Public Utility Commission approve the above-captioned joint application for transfer of facilities by sale.

Respectfully submitted,



Kimberly A. Klock (ID #89716)
Michael J. Shafer (ID #205681)
PPL Services Corporation
Office of General Counsel
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Allentown, Pennsylvania 18101.
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E-mail: mjshafer@pplweb.com

Attorneys for PPL Electric Utilities Corporation

Date: 2/17/21

Kent D. Murphy (ID #44793)
Bryn L. Michaels (ID#89288)
UGI Corporation
460 North Gulph Rd.
King of Prussia, PA 19406
610-768-3631
610-992-3750
murphyke@ugicorp.com
michaelsb@ugicorp.com

Attorneys for UGI Utilities, Inc.

Date:

28. Based on the foregoing, approval of this joint application is necessary or proper for the service, accommodation, convenience, or safety of the public because it: (1) will reduce PPL Electric's maintenance expenditures; (2) will not negatively affect PPL Electric's operations; and (3) will provide substantial benefits to the local community in the form of additional jobs and an increased property tax base.

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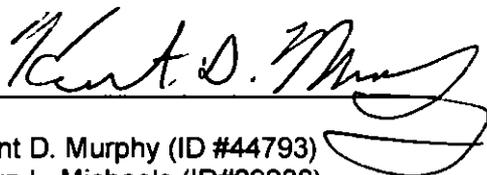
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Respectfully submitted,

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Attorneys for PPL Electric Utilities Corporation

Date:



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Bryn L. Michaels (ID#89288)
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King of Prussia, PA 19406
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610-992-3750
murphyke@ugicorp.com
michaelsb@ugicorp.com

Attorneys for UGI Utilities, Inc.

Date: 2-4-2021



AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA)
: SS
COUNTY OF DELAWARE)

Hans G. Bell, being duly sworn according to law, deposes and says that he is President of UGI Utilities, Inc.; that he is authorized to and does make this affidavit for it; and that the facts set forth above are true and correct to the best of his knowledge, information and belief and he expects the said UGI Utilities, Inc. to be able to prove the same at any hearing hereof.

Hans G. Bell
Signed on 2021/02/04 05:08:58

Sworn to and subscribed
before me this 4th day
of February, 2021.

Sharon McGrenrey
Signed on 2021/02/04 05:12:41

Commonwealth of Pennsylvania - Notary Seal
Sharon McGrenrey, Notary Public
Montgomery County
My Commission Expires Mar 16, 2021
Commission Number 1107978

This notarial act involved the use of communication technology.

RECEIVED

FEB 17 2021

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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APPENDIX A

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FEB 17 2021

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

**PURCHASE AND SALE AGREEMENT
UGI UTILITIES, INC., AS BUYER,
AND PPL ELECTRIC UTILITIES CORPORATION, FORMERLY KNOWN AS
PENNSYLVANIA POWER & LIGHT COMPANY, AS SELLER**

THIS PURCHASE AND SALE AGREEMENT (the "Agreement"), dated the 9th day of October, 2020 (the "Effective Date"), is entered into by and between UGI UTILITIES, INC., a Pennsylvania corporation, with a mailing address at One UGI Center, Wilkes-Barre, PA 18711 ("Buyer"), and PPL ELECTRIC UTILITIES CORPORATION, formerly known as Pennsylvania Power & Light Company, a Pennsylvania corporation, with a mailing address at 2 North Ninth Street, GENN2, Allentown, PA 18101, Attn: Shawn Cappellano-Sarver, Director of Facilities ("Seller") (Buyer and Seller are collectively referred to herein as "Parties" and individually as a "Party").

In consideration of the mutual covenants and agreements contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **Sale and Purchase of Real Estate.** Seller owns and hereby agrees to sell and convey to Buyer all rights, title and interest of Seller, and Buyer hereby agrees to purchase from Seller, upon the terms and conditions hereinafter set forth, all that certain land and improvements thereon located on an approximate 11.12 acre parcel of land and having an address of **845 Park Avenue, Marion Heights, Mt. Carmel Township, Northumberland County, Pennsylvania**, also known as Northumberland County Parcel Identification Numbers 008-00-060-023-J and 008-00-060-039-A, and being more particularly described in those certain deeds recorded with the Northumberland County Recorder of Deeds Office in Deed Book 498, Page 973; Deed Book 497, Page 557; and Deed Book 497, Page 659, and being more particularly described on Exhibit A, attached hereto and made a part hereof, and together with all existing improvements and appurtenances, all easements, rights-of-way and servitudes (collectively referred to hereinafter as the "Premises").

2. **Purchase Price.** The purchase price for the Premises shall be **FIVE HUNDRED THOUSAND AND NO/HUNDREDTHS DOLLARS (\$500,000.00)** (the "Purchase Price"), all cash, in immediately available funds to Seller by wire transfer. The Purchase Price shall be paid by the Buyer at the Closing of the sale of the Premises, except for the Earnest Money Deposit, which shall be paid as and when set forth in Paragraph 2(b) below.

(a) **Escrow Agent/Title Company.** Buyer has selected as its title company and escrow agent First American Title Insurance Company, National Commercial Services, Two Liberty Place, 50 South 16th Street, Suite 2600, Philadelphia, PA 19102, Attn: Adam B. Cutler, Esq., Vice President & Special Counsel, Telephone: 215-606-3626; iPhone: 610-724-2489, e-mail: acutler@firstam.com as the closing agent (the "Title Company" and/or "Escrow Agent").

(b) **Earnest Money Deposit.** Buyer shall deposit **TWENTY-FIVE THOUSAND AND NO/HUNDREDTHS DOLLARS (\$25,000.00)** (the "Earnest Money"),

Deposit") in immediately available funds, within **FIVE (5) BUSINESS DAYS** after full execution of this Agreement by Buyer and Seller, in a mutually acceptable interest-bearing escrow account established with the Escrow Agent. All interest earned on the Earnest Money Deposit shall constitute part of the Earnest Money Deposit and shall be payable to the party entitled to receive it under this Agreement. At the Closing, as hereinafter defined, the Earnest Money Deposit shall be credited to the Purchase Price. The Parties agree that the Earnest Money Deposit shall be nonrefundable to the Buyer under this Agreement except in the event of: (a) termination of the Agreement by the Buyer pursuant to its rights under this Agreement; (b) a default by Seller under this Agreement not caused by a default of Buyer; (c) a failure of any of the conditions to closing to Buyer's obligation to close under this Agreement; and/or (d) any other circumstances to be provided in this Agreement. If required by the Escrow Agent, escrow instructions shall be signed by Buyer and Seller at the time of execution of this Agreement.

(c) **Balance.** The Purchase Price shall be paid by the Buyer into escrow with the Escrow Agent at the time of Closing by wire transfer of funds.

(d) **Adjustments.** The funds paid into escrow with the Escrow Agent at the time of Closing shall be adjusted in accordance with the expenses, pro-rations, adjustments and closing costs as set forth in Section 4 herein.

(e) **No Financing Contingency.** Buyer is prepared to pay all cash for the acquisition of the Premises and its obligation to purchase the Premises shall not be conditioned in any way on Buyer's ability to obtain financing, whether first mortgage or otherwise.

3. **Closing and Possession.** The closing of the transaction shall occur on or before **THIRTY (30) DAYS following the expiration of the Inspection Period (the "Closing Date" or "Closing")**. Each Party shall have the right to extend the Closing Date for one (1) period of thirty (30) days. The Closing shall be effected through a customary escrow closing by mail and wire transfer through the offices of the Title Company as mutually agreed to by the parties on (a) the Closing Date or (b) such other time, date and place as may be mutually agreed to in writing by the Parties prior to the Closing Date. Time shall be of the essence with respect to each Party's obligations under this Agreement.

(a) At Closing, Seller shall deliver or cause to be delivered to Buyer the following:

(i) a duly executed Special Warranty Deed (the "**Deed**") conveying the Premises to the Buyer in fee simple and substantially in the form attached hereto as **Exhibit B**;

(ii) a signed Settlement or Closing Statement;

(iii) a duly executed real estate transfer tax affidavit, if necessary;

(iv) a Federal Foreign Investment in Real Property Tax Act of 1980 and 1984 Tax Reform Act ("FIRPTA") Affidavit, duly executed by Seller, stating Seller is not a "foreign person" as defined in the FIRPTA; and

(v) Such other instruments and agreements as necessary or appropriate to comply with Seller's obligations or Title Company requirements with respect to the Closing under this Agreement.

(b) At Closing, subject to the conditions and obligations set forth in this Agreement, Buyer shall deliver or cause to be delivered to Seller the following:

(i) The balance of the Purchase Price reflected in Section 2 hereof to be paid into escrow with the Escrow Agent, in cash, certified check or the wire transfer of funds;

(ii) A signed Settlement or Closing Statement;

(iii) Such other instruments and agreements as necessary or appropriate to comply with Buyer's obligations or Title Company requirements with respect to the Closing under this Agreement.

(c) Seller shall deliver possession of the Premises at Closing by the Warranty Deed, any existing keys or access cards or codes, and physical possession of the Premises.

4. Closing Costs. Buyer shall pay the cost of the survey, title search, title commitment, title policy, and other title related costs, as well as any and all costs related to its due diligence investigations and the costs of recording the Deed conveying the Premises to the Buyer. Any payoff amounts necessary to remove monetary liens or monetary encumbrances against the Premises shall be deducted from the Seller's proceeds at Closing. Buyer shall pay the recording costs to record any release of lien or encumbrance. Seller and Buyer shall each pay an equal share of the transfer taxes due at the recording of the Deed. Each Party shall pay its own legal fees and Buyer shall pay any escrow or closing fee. Any property taxes, including county, township and school taxes on the Premises shall be apportioned pro rata on a per diem basis between Buyer and Seller as of the Closing Date. Provided however, that the Seller shall pay prior to or at Closing any and all county, township and school taxes issued and outstanding on the Premises, which shall be apportioned pro rata on a per diem basis between Buyer and Seller as of the Closing Date. Seller shall cause any and all public utilities serving the Premises to issue final bills to Seller on the basis of readings made as of Closing and all such bills shall be paid by Seller. Buyer and Seller shall each pay for their respective attorney fees and out-of-pocket expenses. Buyer shall pay any escrow fees imposed by the Escrow Agent.

5. Title.

(a) Seller represents and warrants to the Buyer that Title to the Premises at Closing shall be good and marketable and free and clear of all encroachments, covenants,

conditions, restrictions, easements, rights of way, mortgages, security interests, liens and encumbrances (collectively, "Encumbrances"), excepting only such Encumbrances presently of record which shall not, in Buyer's sole judgment, interfere with or impair Buyer's intended use and development of the Premises for partial office space, warehouse space, and material storage space for the operation of a natural gas distribution company ("Buyer's Intended Use"), subject to Section 5(b) hereof (collectively the "Permitted Exceptions").

(b) Within **five (5) business days** after the Effective Date of this Agreement, Buyer, at its sole cost and expense shall order a title report on the subject Premises by the Title Company and, within fifteen (15) business days after the Effective Date, furnish Seller with a title report on the subject Premises prepared by the Title Company, together with full and complete copies of all of the documents referred to in the exceptions and schedules set forth therein (the "Title Report") along with notice of any objections it has to any exceptions in the Title Report or Encumbrances. Seller shall have fifteen (15) days after receipt of Buyer's objections to deliver written notice to Buyer that either (i) the items objected to by Buyer shall be eliminated by the Closing, or (ii) Seller is unwilling or unable to eliminate such items. If Seller fails to notify Buyer in writing within such time period that the items objected to by Buyer shall be eliminated by Closing or notifies Buyer that Seller is unwilling or unable to eliminate such items, Buyer may elect to accept the Premises with the objections and proceed to Closing or terminate this Agreement by expiration of the Inspection Period by written notice to Seller, and upon such termination Seller and Buyer shall be released from all further liability and obligations hereunder other than as expressly provided hereunder. If Buyer does not terminate this Agreement by expiration of the Inspection Period it shall be deemed to have accepted the title to the Premises.

6. Inspection Period.

(a) From and after the Effective Date of the Agreement, and continuing for a period of **NINETY (90) DAYS** thereafter (the "Inspection Period"), Seller shall allow Buyer to have access to the Premises to investigate and inspect (at Buyer's sole cost and expense) the legal, physical, economic, and environmental condition of the Premises, and the suitability of the Premises for Buyer's intended use thereof. If Buyer determines, in its sole and absolute discretion, that it is unsatisfied with any aspect of the Premises prior to the expiration of the Inspection Period, then Buyer shall have the right to terminate this Agreement by written notice to Seller given prior to the expiration of the Inspection Period, in which event the Earnest Money Deposit shall be returned to Buyer and Seller and Buyer shall be released from all further liability and obligations hereunder other than as expressly provided hereunder. Provided however, that if Buyer requires additional time to obtain any permits, licenses or approvals necessary to allow Buyer's Intended Use, Buyer shall notify Seller in writing prior to expiration of the Inspection Period and Seller and Buyer agree to grant one (1) thirty (30) day extension to allow Buyer to obtain any such permits, licenses or approvals.

(b) No later than **FIFTEEN (15) BUSINESS DAYS** following the Effective Date of the Agreement, Seller shall provide to Buyer for its review any and all information and documentation regarding the physical and environmental condition and

condition of title of the premises in Seller's possession, including, but not limited to existing unrecorded agreements or unrecorded easements regarding the Premises; existing surveys; existing title insurance policies; any existing environmental, geotechnical or other reports or notices, including, but not limited to, structural, mechanical and carbonate or other soils conditions, the presence and location of asbestos, PCB transformers, other toxic, hazardous or contaminated substances, and underground storage tanks, if any, in, on, or about the Premises; copies of the most recent property tax bills; any governmental correspondence received within the prior twelve (12) months and directly relating to the Premises itself and not the operations thereon; and all lease documents related to the Premises, if any, which are in the possession of Seller (the "**Due Diligence Materials**"). Buyer shall keep confidential the Due Diligence Materials except with respect to its attorneys, accountants, employees and representatives who need to know such information for the purpose of evaluating and consummating the transaction contemplated by this Agreement. After review of the Due Diligence Materials, Buyer may, in its sole discretion, terminate this Agreement upon notice to Seller prior to the expiration of the Inspection Period.

(c) During the Inspection Period, upon reasonable prior written notice from Buyer to Seller (which shall, in all cases, be at least 48 hours in advance), Seller shall provide Buyer, its officers, members, agents, employees, representatives, contractors, architects, engineers and advisors reasonable and timely access on, in, under or about the Premises and, at Buyer's expense, Buyer may conduct the following inspections, reviews and activities:

(i) inspect, test, appraise and survey the Premises and conduct an engineering and/or environmental survey, audit or assessment of the Premises to disclose the presence of any potential environmental hazards, including, without limitation, the performing of surveys, the digging of test holes, the making of engineering studies, and environmental studies and performing whatever tests and evaluations Buyer elects. This shall include Buyer's right to conduct such examinations, appraisals and other tests to obtain information including, but not limited to, determining subsurface and topographic conditions, geotechnical conditions, environmental studies, and soil and ground water tests. This may involve Phase I and Phase II environmental site assessments and Baseline Environmental Assessment ("**BEA**") with respect to any environmental condition of the Premises, with the cost and expense of the Phase II and BEA to be borne by Buyer. In addition, Buyer shall have the right to obtain letters, certificates or statements from appropriate governmental agencies and officials or other experts relating to the Premises provided that Seller is notified at least two (2) days in advance of any such communications. Should an environmental assessment of the Premises reveal the presence of any potential environmental hazards, which, in the sole opinion of Buyer, may reduce the value of the Premises or potentially expose Buyer to liability as the owner of the Premises, Buyer may terminate this Agreement upon written notice to Seller prior to the expiration of the Inspection Period and upon such termination Seller and Buyer shall be released from all further liability and obligations hereunder other than as expressly provided hereunder. In the event Buyer is denied the aforementioned access and/or rights, Buyer in its sole discretion, shall be entitled to terminate this Agreement upon written notice to Seller prior to the expiration of the Inspection Period and upon such

termination Seller and Buyer shall be released from all further liability and obligations hereunder other than as expressly provided hereunder.

(ii) obtain a current American Land Title Association ("ALTA") plat or survey of the Premises, prepared by a duly licensed land surveyor, acceptable to the Title Company, for the purposes of describing the Premises to be acquired by the Buyer (the "Survey"), Buyer may update the Title Report and Survey within thirty (30) days of the Closing to the satisfaction of Buyer. **The legal description of the Premises obtained from the Survey provided for herein shall become the legal description of the Premises in a quitclaim deed executed by Seller at Closing in conjunction with the special warranty deed that will continue to utilize the legal description set forth on Exhibit A of this Agreement.**

(iii) confirm that all necessary utility services exist at or may be connected to the Premises and the existing or planned structures and improvements comprising Buyer's Intended Use, with capacities and in quantities sufficient to service the Premises and structures and improvements thereon, and Buyer's Intended Use thereof, in its full operating capacity.

(d) Prior to entering the Premises to conduct any inspections or tests, Buyer shall obtain and maintain, at Buyer's sole cost and expense, and shall deliver to Seller evidence of, commercial-general liability insurance from an insurer as evidenced by an AM Best rating of A- / VIII or better, in the amount of Two Million and No/100 Dollars (\$2,000,000.00) combined single limit for personal injury and property damage per occurrence, such policy to cover Seller as an additional insured, which insurance shall provide coverage against claims for personal liability or property damage caused by the negligence or willful acts or omissions of Buyer or Buyer's agents, contractors, subcontractors, employees or representatives in connection with such inspections and tests. Buyer shall be obligated to provide Seller with thirty (30) days' written notice in advance of the insurance coverage being canceled or modified in a manner adverse to Seller.

(e) The reports, assessments, inspections and approvals obtained during the Inspection Period shall be subject to the approval of Buyer in its sole and absolute discretion, and Buyer's approval of such reports, assessments, inspections and approval during the Inspection Period shall be a condition precedent to Buyer closing the transaction contemplated by this Agreement.

(f) Buyer understands and agrees that any on-site inspections of the Premises shall be conducted so as not to interfere with the use and operation of the Premises and rights of Seller and its tenants, subtenants, licensees, or other users and occupants of the Premises. Buyer agrees not to contact, or have discussions, whether directly or indirectly, with any tenants, subtenants, licensees, or other users or occupants of the Premises without the prior written consent of Seller in each instance. Seller shall have the right to accompany the Buyer or its agents during any such tests and inspections. If Buyer desires to do any invasive testing at the Premises, then Buyer shall do so only after reasonable prior written notice to Seller (which shall, notwithstanding anything to the contrary contained above, be at least five

(5) business days in advance) and obtaining Seller's prior written consent thereto, which consent shall not be unreasonably withheld, conditioned, or delayed, and which consent, if given, may be subject to any terms and conditions imposed by Seller in its reasonable discretion, including, without limitation, the prompt restoration of the Premises to substantially the same condition as existed prior to any such inspections or tests, at Buyer's sole cost and expense. Prior to conducting any physical inspection or testing at the Premises, other than a mere visual examination, by Buyer or its agents, employees, contractors, or representatives, Buyer shall deliver insurance certificates to Seller evidencing that Buyer carries and maintains such insurance policies with such companies and in such scope and amounts as set forth in Section 6(c)(iv) herein. At Seller's request, Buyer promptly furnish to Seller copies of any reports received by Buyer relating to its inspections of the Premises.

(f) Buyer agrees to protect, indemnify, defend, and hold Seller, its partners, members, and affiliates and each of their respective officers, directors, shareholders, employees, agents, successors, and assigns (collectively the "Indemnified Parties") harmless from and against any claims for liabilities, losses, expenses (including reasonable attorneys' fees), damages, or injuries actually incurred by any of the Indemnified Parties arising out of, resulting from, relating to, or connected with: (a) any inspections or testing of the Premises or entry thereon by Buyer or its agents, representatives, contractors, or employees and (b) any breach or violation of the provisions of this Section on the part of Buyer. This provision shall survive the termination or expiration of this Agreement.

7. **Seller's Representations and Warranties.** Seller, as of the date hereof and as of the Closing, represents and warrant to Buyer as follows:

(a) Seller is the owner of the Premises, and has the right to sell, assign and transfer the Premises to Buyer.

(b) Seller is unaware of any violation of an applicable environmental laws by the Premises ("Environmental Liabilities").

(c) The execution and delivery of this Agreement and the consummation of the transactions provided for herein shall not result in a breach of any of the terms or provisions of, or constitute a default under, any agreement or instrument to which Seller is a party or by which Seller or the Premises is bound, or any judgment, decree or order of any court or governmental body, or any applicable law, rule, regulation or ordinance.

(d) The persons executing this Agreement on behalf of the Seller have all requisite authority to execute this Agreement, and this Agreement, as executed, constitutes the valid, legal and binding obligation of the Seller.

(e) Other than Seller, Seller is unaware of any parties in possession of the Premises or any part thereof. No party has been granted any license, lease or other right or interest relating to the use or possession of the Premises or any part thereof. Seller is unaware of any existing agreement, commitment, option or right with, in or to any person or entity to acquire the Premises or any interest therein.

If, after the execution of this Agreement, any event occurs or condition exists which renders any of the foregoing representations and warranties untrue or misleading, Seller shall promptly notify Buyer. In the event any Seller warranty or representation is rendered untrue or misleading as described above, Buyer may in its sole discretion terminate this Agreement upon notice to Seller.

8. Conditions Precedent. Without limitation to other conditions or agreements stated herein, all obligations of Buyer under this Agreement, including, without limitation, Buyer's obligation to complete Closing, are expressly conditioned upon the following conditions precedent (collectively, the "**Conditions Precedent**") (unless waived by Buyer in writing), and absent satisfaction of the same on or before Closing, Buyer may terminate this Agreement upon notice to Seller within the timeframes set forth herein, and upon such termination Seller and Buyer shall be released from all further liability and obligations hereunder other than as expressly provided hereunder.

(a) Buyer shall be satisfied with the results from the due diligence performed during the Inspection Period, in its sole discretion, or shall have terminated this Agreement prior to expiration of the Inspection Period;

(b) Buyer shall have obtained the approval of its Board of Directors, if necessary, to consummate the transaction contemplated by this Agreement, which approval shall be in the sole discretion of the Board and shall be obtained during the Inspection Period;

(c) Buyer shall have obtained all of the necessary permits or authorizations from any governmental authority having jurisdiction over the Premises for Buyer's Intended Use, and all appeal periods applicable to the issuance of the aforesaid permits or authorizations shall have expired without any appeal having been taken therefrom but, notwithstanding the foregoing, all such unappealed permits and authorizations shall have been obtained during the Inspection Period or Buyer shall have terminated this Agreement prior to its expiration;

(d) The zoning classification relating to the Premises allows the use and/or development intended for the Premises by Buyer's Intended Use and shall be confirmed by Buyer during the Inspection Period or obtained by the Buyer during the Inspection Period.

(e) The representations and warranties of Seller herein contained shall be true, accurate and correct at all times prior to and as of Closing.

(f) Seller shall have performed, observed and complied with all agreements and obligations required by this Agreement to be performed, observed and complied with on its part prior to or as of Closing hereunder.

(g) At no time shall there be any litigation or proceeding pending in any court, or in any other governmental body having jurisdiction with respect to the Premises that is reasonably likely to, if adversely determined, affect, limit, restrict, challenge or impair Seller's

title to the Premises or Seller's right to convey the Premises in conformity with this Agreement.

(h) The Special Warranty Deed and Quitclaim Deed and all other instruments and documents required on the Seller's part to convey the Premises to Buyer and to effectuate the transactions contemplated hereby shall have been delivered to Buyer when required hereby, and shall be in form and substance reasonably satisfactory to Buyer.

(i) Buyer has received a commitment from the Title Company based on the Title Report (the "Title Commitment") to issue an owner's policy of title insurance for the Premises up to the amount of the Purchase Price and Buyer, as set forth in Section 4 herein, has accepted all matters which would appear as an exception to title or has agreed to pay for the cost to clear an exception to title as set forth in the Title Commitment.

If on the Closing Date any of the Conditions Precedent have not been satisfied (other than those which must be satisfied on or prior to expiration to the Inspection Period or those matters that violate the Conditions Precedent and which arise between the expiration of the Inspection Period and the Closing Date and which were not caused by Buyer and are not cured by the Seller by the Closing Date), then in any such case Buyer may terminate this Agreement upon notice to Seller and upon such termination Seller and Buyer shall be released from all further liability and obligations hereunder other than as expressly provided hereunder.

9. Condemnation. Seller represents to Buyer that Seller has not received any notice or communication from any body or entity having the power of eminent domain that all or part of the Premises have or may be taken or condemned. If, prior to the Closing, the Premises or any part thereof is taken by eminent domain proceedings or by deed in lieu thereof or if any person or entity vested with the power of eminent domain informs Seller or Buyer that it intends to take or condemn all or part of the Premises, then Seller shall notify Buyer of same in writing and Buyer may either: (a) within five (5) business days of the date of such notice from Seller terminate this Agreement upon notice to Seller and upon such termination Seller and Buyer shall be released from all further liability and obligations hereunder other than as expressly provided hereunder, or (b) consummate the Closing, in which latter event and there shall be no reduction in the Purchase Price.

10. Buyer's Default. If Seller complies with all of its obligations under this Agreement and all conditions precedent have been satisfied, waived or expired within the timeframes set forth herein, and, at the time of Closing, Buyer is in default in the observance or performance of its obligations hereunder, then Seller shall have the right at Closing to terminate this Agreement upon notice to Buyer and receive the Earnest Money Deposit within five (5) business days of such termination, and upon such termination Seller and Buyer shall be released from all further liability and obligations hereunder other than as expressly provided hereunder. Upon such termination, Seller and Buyer shall be released from all further liability and obligations hereunder other than as expressly provided hereunder, it being understood that Seller's right to terminate this Agreement and receive the Earnest Money Deposit shall be the sole remedy available to Seller in the event of any default by Buyer hereunder.

11. **Seller's Default.** In the event that Seller shall breach or default in the observance or performance of its obligations hereunder for any reason (except Buyer's breach or default under this Agreement or a termination of this Agreement by Buyer or Seller pursuant to a right to do so under the provisions hereto), Buyer may either: (a) *terminate this Agreement upon notice to Seller and upon such termination Seller and Buyer shall be released from all further liability and obligations hereunder other than as expressly provided hereunder*, or (b) seek whatever recourse is available to Buyer at law or in equity, including the right to pursue the remedy of specific performance of Seller's obligations under this Agreement, provided that Buyer is not in breach or default in the performance of its obligations under this Agreement.

12. **Intentionally Omitted.**

13. **Realtor/Brokerage.** Each party hereto represents to the other that there are no realtors or brokers involved in this transaction. This representation shall survive Closing.

14. **Notices.** All notices and other communications required or permitted herein shall be in writing and delivered personally or by overnight courier or mailed by registered or certified mail or by facsimile or e-mail to the respective party's address as set forth herein below, or at such other address as either Party shall hereafter designate by like notice, which notices shall be deemed to have been given on the date of delivery thereof: To Buyer:

When addressed to Buyer, at:

UGI Utilities, Inc.
Attn: Daniel W. Warren
Manager – Real Estate Services
UGI Utilities, Inc.
2121 City Line Road
Bethlehem, PA 18017
Phone: 610-807-3149
FAX: 610-807-3739
Email: dwarren@ugi.com

With a copy to:

Thom Happel
Project Manager – Facilities
UGI Utilities, Inc.
2121 City Line Road
Bethlehem, PA 18017
Telephone: 610-807-3729
Cell: 484-626-3317
Email: thappel@ugi.com

With a copy to:

UGI Corporation
Attn: Bryn L. Michaels, Esq. (Chief Commercial Counsel)

460 North Gulph Road
King of Prussia, PA 19406
Telephone: 610.992.3750
Fax: 610.992.3258
e-mail: michaelsb@ugicorp.com
bernsteint@ugicorp.com

To Seller: PPL Electric Utilities Corporation
(formerly Pennsylvania Power & Light Company)
Attn: Shawn Cappellano-Sarver, Director of Facilities
2 North Ninth Street GENN2
Allentown, PA 18101
Telephone: (610) 774-4694

e-mail: SACappellano-Sarver@pplweb.com

With a copy to: Thomas Martino, Jr.
Supervisor – Real Estate & Property Tax
PPL EU Services Corporation
2 N. 9th Street, GENN 2
Allentown, PA 18101
Telephone: 610.774.4165

e-mail: tmartinojr@pplweb.com

With a copy to: Fitzpatrick Lentz & Bubba, P.C.
Two City Center
645 W. Hamilton Street
Suite 800
Allentown, PA 18101
Attn: Erich J. Schock, Esquire
Marie K. McConnell, Esquire
Telephone: (610) 797-9000
Fax: (610) 797-6663
e-mail: eschock@flblaw.com
mmcconnell@flblaw.com

Title Company/Closing Agent: First American Title Insurance Company
National Commercial Services
Two Liberty Place, Suite 2600
50 South 16th Street
Philadelphia, PA 19102
Attn: Adam B. Cutler, Esq.
Vice President & Special Counsel
Telephone: 215-606-3626

IPhone: 610-724-2489
e-mail: acutler@lirstam.com

15. **Successors and Assigns.** Buyer or Seller, after giving prior written notice to the other party, may assign this Agreement to any of its affiliates or to any person or entity acquiring all or substantially all its assets or equity securities. In such event the assigning party shall be solely responsible for any realty transfer taxes directly resulting from such assignment. The terms, conditions and covenants of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors, beneficiaries and assigns.

16. **Entire Agreement.** This Agreement constitutes the entire understanding between the Parties with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into, and superseded by, this Agreement. Neither this Agreement nor any provisions hereof may be waived, modified, or amended except by an instrument in writing signed by both Parties.

17. **Survival.** If any provision herein contained expressly states that it is to be observed, kept or performed after Closing, it shall survive Closing and remain binding upon and for the benefit of the Parties for the timeframe expressly stated herein.

18. **Time of the Essence.** Time is of the essence of this Agreement.

19. **Counterparts.** This Agreement may be executed in counterparts and via overnight courier, facsimile, or e-mail, each of which shall be deemed an original, but all of which taken together constitute but one and the same instrument.

20. **Governing Law.** This Agreement shall be governed by, interpreted under and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to said jurisdiction's conflicts of laws rules.

21. **Pennsylvania Covid-19 Provision for Agreement Dates.** Seller and Buyer agree that if the parties hereunder are prohibited, hindered or delayed in fulfilling their rights or obligations as set forth in this Agreement, including Buyer's Inspection Period (defined herein), due to that certain Order of the Governor of the Commonwealth of Pennsylvania for Individuals to Stay at Home dated March 23, 2020 and as further amended (the "**Stay at Home Order**") and which Stay at Home Order includes any county in which: the Premises is located; the Seller's office is located; the Purchaser's office is located; the Purchaser's Representatives are located; the Escrow Agent is located; or the Title Company is located, then the dates set forth in this Agreement for either Seller's or Purchaser's performance shall be extended for the time periods resulting from such delay(s) provided, however, that (i) the party seeking the benefit of this provision shall provide the other with written notice thereof with an explanation of what steps have been taken to comply and how the Stay at Home Order has adversely impacted same and (ii) if such delay(s) exceeds 120 days then each party shall have the right to terminate this Agreement by providing written notice thereof to the other and

upon such termination Seller and Buyer shall be released from all further liability and obligations hereunder other than as expressly provided hereunder.

22. Title and Headings. Titles and headings of paragraphs and sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

23. Invalidity. The invalidity or the unenforceability of any of the provisions hereof shall not affect the validity or enforceability of the remainder hereof.

24. As-Is Sale. Buyer hereby represents and warrants to Seller that Buyer has not entered into this Agreement based upon any representation, warranty, statement or expression of opinion by Seller or any person or entity acting or allegedly acting for or on behalf of Seller with respect to Seller, the Premises or the condition of the Premises. Buyer acknowledges and agrees that the Premises shall be sold and conveyed (and accepted by Buyer at Closing) AS IS, WHERE IS, WITH ALL DEFECTS AND WITHOUT ANY WRITTEN OR ORAL REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW. The provisions of this Section shall survive Closing and the delivery of the Deed or any expiration or termination of this Agreement without limitation as to time.

25. PUC Certificate. Seller's obligation to perform under this Agreement and proceed to Closing is conditioned on Seller receiving a Certificate of Public Convenience ("Certificate") from the Pennsylvania Public Utility Commission ("PUC"). If Seller does not obtain the Certificate from the PUC prior to Closing, Seller has the right upon written notice to terminate this Agreement, and this Agreement shall immediately become null and void and the parties shall be relieved of all obligations hereunder, with the Deposit being returned to Buyer.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement on the date first written above.

BUYER:

UGI UTILITIES, INC.

DocuSigned by:
Hans G. Bell
F7852BEF4E2741A.

DS
HMB

By: _____
Name: Hans G. Bell
Title: President
Date: 10/9/2020

SELLER:

PPL ELECTRIC UTILITIES CORPORATION,
formerly Pennsylvania Power & Light Company

By: _____
Name: _____
Title: _____
Date: _____

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement on the date first written above.

BUYER:

UGI UTILITIES, INC.

By: _____
Name: _____
Title: _____
Date: _____

SELLER:

PPL ELECTRIC UTILITIES CORPORATION,
formerly Pennsylvania Power & Light Company

By: *Shawn Cappellano-Sarver*
Name: Shawn Cappellano-Sarver
Title: Director, Facilities Operations
Date: 10/07/2020

EXHIBIT A

LEGAL DESCRIPTION

See attached for depiction of Premises.

RECEIVED

FEB 17 2021

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

EXHIBIT B

DEED

PREPARED BY:

Fitzpatrick Lentz & Bubba, P.C.
Two City Center
645 W. Hamilton Street, Suite 800
Allentown, PA 18101
(610) 797-9000

RETURN TO:

First American Title Insurance Company
National Commercial Services
Two Liberty Place
50 South 16th Street, Suite 2600
Philadelphia, PA 19102
215-606-3626

PIN Nos.: 008-00-060-023-J

845 Park Avenue, Marion Heights, Mt. Carmel Township,
Northumberland County, Pennsylvania

008-00-060-039-A

845 Park Avenue, Marion Heights, Mt. Carmel Township,
Northumberland County, Pennsylvania

RECEIVED

FEB 17 2021

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

DEED

THIS DEED is made the ___ day of _____, in the year Two Thousand Twenty (2020).

BETWEEN

PPL ELECTRIC UTILITIES CORPORATION, a Pennsylvania corporation, formerly known as Pennsylvania Power & Light Company, with a mailing address at 2 North Ninth Street, GENN2, Allentown, PA 18101 ("**Grantor**"),

AND

UGI UTILITIES, INC., a Pennsylvania corporation, with a mailing address at One UGI Center, Wilkes-Barre, PA 18711 ("**Grantee**"),

WITNESSETH, that in consideration of Five Hundred Thousand Dollars (\$500,000.00), in hand truly paid by Grantee at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, the Grantor does hereby grant and convey to the Grantee, its successors and assigns,

Parcel No. 1

ALL THE SURFACE OR RIGHT OF SOIL ONLY OF ALL THAT CERTAIN lot, piece or parcel of land situate, lying and being in the Township of Mount Carmel, County of Northumberland, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin in the northerly right of way line of Pennsylvania State Highway Legislative Route No. 49090, leading from Marion Heights to Natalie, said iron pin being distant 16.5 feet from the centerline of said highway; thence along land now or formerly of Jerome J. and Teresa Zupicick the following two (2) bearings and distances: (1) N. 33° 05' W. 300.00 feet to an iron pin; (2) S. 57° 37' W. 785.66 feet to an iron pin; thence through land of prior Grantor the following three (3) bearings and distances: (1) N. 33° 05' W. 200.00 feet to a pk nail in a stone; (2) N. 57° 37' E. 885.70 feet to an iron pin; (3) S. 33° 05' E. 500.00 to an iron pin on the northerly side of the aforesaid State Highway, said iron pin being distant 16.3 feet from the centerline of said highway; thence along the northerly side of said highway S. 57° 37' W. a distance of 100.00 feet to an iron pin, the place of beginning. Containing 4.754 acres, more or less.

BEING THE SAME PREMISES which Susquehanna Coal Company, a Pennsylvania corporation, by Deed dated January 14, 1972 and recorded on January 31, 1972 in the Office of the Recorder of Deeds in and for Northumberland County, Pennsylvania, in Deed Book Volume 498, Page 973, granted and conveyed unto Pennsylvania Power & Light Company, a Pennsylvania corporation.

Parcel No. 2

THE SURFACE OF ALL THAT CERTAIN piece or parcel of land situate in the Township of Mount Carmel, County of Northumberland, and State of Pennsylvania, more particularly bounded and described as follows:

BEGINNING at an iron pin in the northerly right of way line of Pennsylvania State Highway Legislative Route No. 49090, leading from Marion Heights to Natalie, said iron pin being distant 205 feet more or less, measured eastwardly, from the western right of way line of Rosenthal Street; thence along land now or formerly leased to Keiser Vets Home Association N. 7° 30' W. a distance of 330.00 feet to an iron pin; thence along land of others N. 57° 37' E. a distance of 785.66 feet to an iron pin distant 50 feet measured in a southwestwardly direction from, and perpendicular to, the centerline of an electric line; thence parallel to said electric line centerline S. 33° 05' E. a distance of 300.00 feet to an iron pin in the aforesaid northerly highway right of way line; thence along said right of way line the following seven (7) bearings and distances: (1) S. 54° 48' W. 96.83 feet to a point;

(2) S. 52° 53' W. 100.00 feet to a point; (3) S. 52° 50' W. 300.00 feet to a point; (4) S. 55° 54' W. 100.00 feet to a point; (5) S. 59° 58' W. 100.00 feet to a point; (6) N. 31° 08' W. 8.50 feet to a point; (7) S. 62° 10' W. 61.38 feet to a point; thence along land now or formerly of Edward J. Sosnoski and Bruna S. Sosnoski the following three (3) bearings and distances: (1) N. 28° 29' W. 100.00 feet to an iron pin; (2) S. 61° 30' W. 60.00 feet to an iron pin; (3) S. 28° 29' E. 100.00 feet to a point in the aforesaid northerly highway right of way line; thence along said right of way line S. 67° 28' W. a distance of 116.00 feet to an iron pin, the place of beginning. Containing 6.236 acres, more or less.

BEING THE SAME PREMISES which Jerome J. Zupicick and Teresa M. Zupicick, his wife, by Deed dated October 28, 1971 and recorded on November 8, 1971 in the Office of the Recorder of Deeds in and for Northumberland County, Pennsylvania, in Deed Book Volume 497, Page 557, granted and conveyed unto Pennsylvania Power & Light Company, a Pennsylvania corporation.

Parcel No. 3

THE SURFACE OF ALL THAT CERTAIN piece or parcel of land situate in the Township of Mount Carmel, County of Northumberland, and State of Pennsylvania, more particularly bounded and described as follows:

BEGINNING at an iron pin in the northerly right of way line of Pennsylvania State Highway Legislative Route No. 49090, leading from Marion Heights to Natalie; thence along land of Jerome J. Zupicick and Teresa M. Zupicick the following three (3) bearings and distances: (1) N. 28° 20' W. 100.00 feet to an iron pin; (2) N. 61° 30' E. 60.00 feet to an iron pin; (3) S. 28° 29' E. 100.00 feet to an iron pin in the aforesaid northerly highway right of way line; thence along said right of way line S. 61° 30' W. a distance of 60.00 feet to an iron pin, the place of beginning. Containing 0.138 of an acre, more or less.

BEING THE SAME PREMISES which Edward J. Sosnoski and Bruna S. Sosnoski, husband and wife, by Deed dated November 3, 1971 and recorded on November 12, 1971 in the Office of the Recorder of Deeds in and for Northumberland County, Pennsylvania, in Deed Book Volume 497, Page 659, granted and conveyed unto Pennsylvania Power & Light Company, a Pennsylvania corporation.

UNDER AND SUBJECT to all covenants, conditions, easements and restrictions as appear of record.

NOTICE: THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE

CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

TOGETHER with all and singular the buildings, improvements, ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the Grantor, its successors and assigns, in law, equity or otherwise, of, in and to the same, and every part thereof.

TO HAVE AND TO HOLD the lot or piece of ground above described, with the improvements thereon erected, hereditaments and premises hereby granted or mentioned, and intended so to be, with the appurtenances, unto the Grantee, its successors and assigns to and for the only proper use and behoof of the Grantee, its successors and assigns, forever, **subject as aforesaid.**

THE GRANTOR, for itself, its successors and assigns, does by these presents covenant, grant and agree to and with the Grantee, its successors and assigns, that it, the Grantor and its successors and assigns, all and singular the hereditaments and premises hereinabove described and granted, or mentioned and intended so to be, with the appurtenances, unto the Grantee, its successors and assigns, against it, the Grantor and its successors and assigns and against all and every other person or persons whomsoever lawfully claiming or to claim the same, or any part thereof, *by, from or under Grantor,* **SHALL AND WILL, SUBJECT AS AFORESAID, SPECIALLY WARRANT AND FOREVER DEFEND.**

[Signatures appear on following page]

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed on the day and year first above written.

WITNESS:

PPL ELECTRIC UTILITIES CORPORATION,
a Pennsylvania corporation, formerly known as Pennsylvania Power & Light Company

Name: _____
Title: _____

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF _____ :

On this the _____ day of _____, 2020, before me, the subscriber, a duly authorized Notary Public, personally appeared _____, who acknowledged himself/herself to be the _____ of PPL ELECTRIC UTILITIES CORPORATION, a Pennsylvania corporation, formerly known as Pennsylvania Power & Light Company, and that he/she signed the foregoing instrument on behalf of the corporation, being authorized to do so, for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

I hereby certify that the correct address of the Grantee herein is:

UGI Utilities, Inc.
One UGI Center
Wilkes-Barre, PA 18711

DocuSigned by:
Hans G. Bell
F7652BEF4E2741A.
By: _____
Name: Hans G. Bell
Title: President

DS
HGB

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been served upon the following persons, in the manner indicated, in accordance with the requirements of § 1.54 (relating to service by a participant).

VIA FEDERAL EXPRESS

Tonya J. McCloskey, Esquire
Office of Consumer Advocate
.555 Walnut Street.
Forum Place, 5th Floor
Harrisburg, PA 17101-1923

Rick Kanaskie, Esquire
Director
Bureau of Investigation and Enforcement
Commonwealth Keystone Building
400 North Street, 2nd Floor West
PO Box 3265
Harrisburg, PA 17105-3265

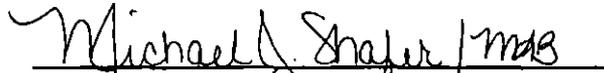
John R. Evans
Pennsylvania Office of Small Business Advocate
Forum Place
555 Walnut Street, 1st Floor
Harrisburg, PA 17101

RECEIVED

FEB 17 2021

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Date: February 17, 2021


Michael J. Shafer (ID#205881)
PPL Services Corporation
Office of General Counsel
Two North Ninth Street
Allentown, Pennsylvania 18101
(610) 774-2599
mjshafer@pplweb.com

ORIGIN ID: ABEA
KIMBERLY KLOCK
PPL CORPORATION
2 N 9TH STREET

(610) 774-6256

SHIP DATE: 17FEB21
ACTWGT: 1.00 LB
CAD: 109920348/NET4340

ALLENTOWN, PA 18101
UNITED STATES US

BILL SENDER

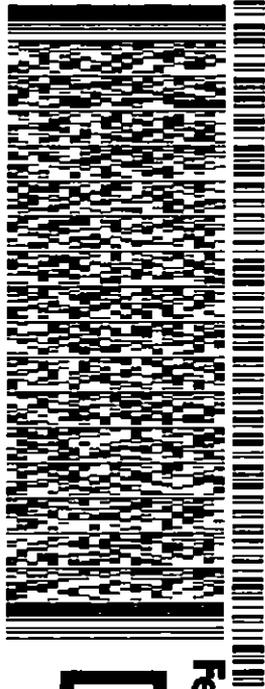
TO **ROSEMARY CHIAVETTA, SECRETARY**
PENNSYLVANIA PUBLIC UTILITY COMMISS
COMMONWEALTH KEYSTONE BLDG
400 NORTH ST

HARRISBURG PA 17120

REF: MLB 205 734617-051

PO: (717) 772-7777
INV:

DEPT:



56D.J2/259B/FE4A

TRK# 7729 2704 8942
020T

THU - 18 FEB 10:30A
PRIORITY OVERNIGHT

ENMDTA

PA-US 17120
MDT



RECEIVED

FEB 25 2021

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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