

**Legal Department**

Exelon Business Services Company  
2301 Market Street/523-1  
P.O. Box 8699  
Philadelphia, PA 19101-8699

Telephone 215.841.4000  
Fax 215.568.3389  
www.exeloncorp.com

John C. Halderman  
Associate General Counsel  
Direct Phone: 215-841-4263  
Direct Fax: 215-841-4474  
[john.halderman@exeloncorp.com](mailto:john.halderman@exeloncorp.com)

January 24, 2011

Mr. James J. McNulty, Secretary  
Pennsylvania Public Utility Commission  
P. O. Box 3265  
Harrisburg, PA 17105-3265

**RE: Agreement of Sale between PECO Energy Company and  
Chester County School Authority**

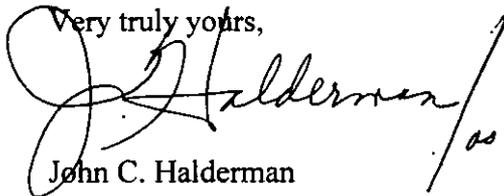
Dear Mr. McNulty:

Enclosed for filing and approval pursuant to §507 to the Public Utility Code are two (2) copies of the Agreement of Sale in the above-referenced matter.

Kindly advise me of the Commission's approval thereof. Enclosed for your convenience is a self-addressed stamped envelope.

Thank you.

Very truly yours,



John C. Halderman

JCH/as  
Enclosures

cc: Daniel F. Pacheco

RECEIVED  
2011 FEB 14 AM 10:25  
PA P.U.C.  
SECRETARY'S BUREAU

RECEIVED  
2011 FEB 14 AM 10:25  
PA P.U.C.  
SECRETARY'S BUREAU

## AGREEMENT OF SALE

By and Between  
Chester County School Authority (SELLER)  
And  
PECO Energy Company (BUYER)

Premises: 5.09 Acres ±  
Penn Township,  
Chester County, Pennsylvania

<u>Section</u>	<u>Title</u>	<u>Page</u>
1.	Purchase and Sale	2
2.	Purchase Price	2
3.	Title	2
4.	Apportionments	3
5.	Settlement	3
6.	Events to Occur at Settlement	4
7.	Buyer's Approval	4
8.	PUC Approval	4
9.	Condemnation; Assessments	4
10.	Casualty	5
11.	Fencing	5
12.	Environmental Matters	5
13.	Notices	5
14.	Broker's Commissions	6
15.	No Recording	6
16.	Inspections and Representations	6
17.	Time of the Essence	6
18.	Binding Effect	6
19.	Entire Agreement	6
20.	Governing Law	6
Exhibit "A"	Premises Plan	
Exhibit "A-1"	Premises Description	
Exhibit "B"	Easements, Reservations and Restrictions	
Exhibit "C"	Form of Temporary Construction Easement	
Exhibit "D"	Form of Driveway License Agreement	

## AGREEMENT OF SALE

THIS AGREEMENT OF SALE (this "Agreement") made as of this 19<sup>th</sup> day of January, 2011, by and between CHESTER COUNTY SCHOOL AUTHORITY ("Seller") and PECO ENERGY COMPANY, a Pennsylvania corporation ("Buyer") (Buyer and Seller are collectively referred to as the "Parties").

### BACKGROUND

A. Seller is the owner of a lot or parcel of ground situate in Penn Township, Chester County, Pennsylvania, shown on a plan dated October 22, 2010, prepared for PECO Energy Company by Rettew Associates, Lancaster, PA 17603, attached hereto as Exhibit A and as more fully described in the legal description attached as Exhibit A-1 (the "Premises").

B. Buyer desires to acquire the Premises by deed in lieu of condemnation upon the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereto, intending to be legally bound, agree as follows:

1. Purchase and Sale. For the purchase price and subject to the terms and conditions herein, Seller agrees to sell to Buyer and Buyer agrees to purchase, the Premises.

2. Purchase Price.

(a) The purchase price for the Premises is SEVENTY FIVE THOUSAND DOLLARS (\$75,000.00) (the "Purchase Price") payable as follows:

(b) The Purchase Price shall be paid in cash, wiring of federal funds, certified check or title insurance company check at the time of Settlement, as defined in Section 6.

3. Title.

(a) Buyer acknowledges that it has ordered and received a title commitment ("Title Commitment") with respect to the Premises from a title insurance company (the "Title Company") doing business in Pennsylvania which has committed to issue to Buyer an owner's policy of title insurance in the amount of the Purchase Price. Within ten (10) days of the Effective Date, Buyer shall promptly deliver a copy of the Title Commitment to Seller. Delivery of the copy of the Title Commitment to Seller shall be accompanied by Buyer's notice with respect to those items, if any, on Schedule B-2 of such Title Commitment which are unacceptable to Buyer (the "Excepted

Encumbrances"). If Seller does not receive the Title Commitment accompanied by the notice, as aforesaid, all existing easements and restrictions of record shall be deemed permitted exceptions (the "Permitted Exceptions"). Seller may elect (but is not obligated) to eliminate, modify or cure (collectively "cure") the Excepted Encumbrances on or before Settlement. Within Ten (10) days following receipt of the Title Commitment, Seller agrees to notify Buyer of any of the Excepted Encumbrances Seller will not cure. Thereafter, Buyer shall have Ten (10) days in which to terminate this Agreement, otherwise the Excepted Encumbrances shall be deemed a Permitted Exception. Notwithstanding anything to the contrary contained herein, Seller shall have no obligation to bring any action or proceeding or otherwise to incur any expense whatsoever to cure any of the Excepted Encumbrances. In the event Seller is unable or unwilling to cure any the Excepted Encumbrances to the reasonable satisfaction of Buyer on or before Settlement, Buyer may (as its sole and exclusive right and remedy) terminate this Agreement by notice in writing to Seller on or before the Settlement date or may accept such title as Seller can deliver without reduction or abatement in the Purchase Price and without any further rights or claims against Seller by reason of any the Excepted Encumbrances. In the event of termination, pursuant to this Section, this Agreement shall become null and void and have no further force and effect.

(b) Except as otherwise provided in Section 3(a), title to the Premises shall be good and marketable and such as will be insured by a reputable title company doing business in Pennsylvania at its regular rates

(c) Seller shall grant Buyer "Trim Rights" as set forth on Exhibit "B" attached hereto.

4. Apportionments.

(a) Real estate taxes, water and sewer rent and property rents, if any, for the Premises shall be apportioned, pro rata, as of the date of Settlement.

(b) Any real estate transfer taxes or recording fees shall be the responsibility of the Buyer up to a maximum amount of \$2,500.00. Buyer shall be solely responsible for any real estate transfer tax due as a result of Buyer's assignment of its interest under this Agreement. This section shall survive Settlement.

5. Settlement.

(a) Settlement shall take place within Thirty (30) days after the Effective Date as defined in Section 8, unless extended by mutual consent in writing.

(b) Settlement shall take place at the office of the Seller during normal business hours.

6. Events to Occur at Settlement. At Settlement, the following shall occur:

(a) Seller shall deliver to Buyer possession of the Premises, free and clear of all liens and encumbrances, except as set forth in this Agreement, by Special Warranty Deed in Lieu of Condemnation prepared by Buyer.

(b) Seller shall deliver to Buyer, at no cost, a Temporary Construction Easement, acceptable to the parties substantially in the form attached as Exhibit "C".

(c) Buyer shall deliver a license agreement giving Seller the right to cross the Premises and to use the Buyer's improved access from SR 0796 located on Buyer's property identified as Tax Parcel 58-05-10.2-U, substantially in the form attached as Exhibit "D".

(d) Seller shall deliver to Buyer evidence reasonably satisfactory to Buyer and to the Title Company that Seller has the authority to execute and deliver all documents to be executed and delivered by Seller at Settlement and that the person executing such documents on behalf of Seller will have the right, power and authority to do so.

(e) Buyer shall deliver or cause to be delivered to Seller an amount equal to the Purchase Price, adjusted for the apportionments referred to herein, and all other sums, if any, due from Buyer pursuant to this Agreement.

7. Buyer's Approval. Unless signed by Buyer in the place set forth below, the delivery of this Agreement does not constitute a contractual offer; and binding commitments (or other obligations of any kind) will arise only if and when a mutually acceptable Agreement is finally signed by both Buyer and Seller.

8. PUC Approval. Buyer shall file a copy of this Agreement with the Pennsylvania Public Utility Commission promptly upon the execution hereof. The effective date of this agreement shall be the 33<sup>rd</sup> day after such filing, unless prior to such date proceedings are instituted as provided in Section 507 of the Pennsylvania Public Utility Law, Title 66, and in the event of the institution of such proceedings, then this Agreement shall become effective as to Buyer only after approval by the Pennsylvania Public Utility Commission (the "Effective Date").

9. Condemnation; Assessments.

(a) Seller represents and warrants to Buyer that, to the best of its knowledge and belief, as of the date of this Agreement there is no taking or condemnation pending of any portion of the Premises by virtue of an exercise of the power of eminent domain. Seller agrees to immediately notify Buyer if notice of condemnation or other legal action is served upon Seller for the Premises or any portion thereof.

(b) Any work affecting the Premises or the abutting road(s) required by any constituted authority prior to the date hereof shall be paid for by Seller and all such work required after the date hereof shall be paid for by the Buyer provided Settlement is completed hereunder. Buyer agrees to reimburse Seller at Settlement for the cost of all such work paid for by Seller prior to Settlement, which is the obligation of Buyer pursuant to the foregoing sentence. Seller covenants and represents that to the best of its knowledge there are no notices outstanding requiring the doing or abatement of any act or work affecting the Premises or abutting road(s) which have not been fully complied with.

10. Casualty. No destruction, damage or casualty to the Premises or any part thereof shall affect the obligations of the parties. Buyer hereby assumes all risk of loss to the Premises (except as may be caused by Seller, its agents, contractors and employees).

11. Fencing. Neither the Buyer nor Seller, their respective successors, and assigns, shall be liable or obliged to construct or maintain any fences between the Premises and the remaining ground of Seller adjoining the Premises.

12. Environmental Matters. To the best of Seller's knowledge, and without investigation, Seller represents that (i) the Premises is in compliance with all applicable federal, state and local environmental statutes, regulations, ordinances and permits; (ii) no Environmental Conditions, as hereinafter defined, exist on the Premises other than such pesticides and fertilizers which may have been applied in the operation of a farm on the Premises; (iii) the Premises has not been the site of any industrial site or facility, dump or landfill; and (iv) there have not been and currently are no underground storage facilities or underground tanks located on the Premises.

13. Notices. All notices required to be given under this Agreement shall be in writing and shall be deemed given when deposited in the United States Postal Service, Certified Mail return receipt requested or by recognized commercial courier service, return receipt requested.

Notices to Seller shall be addressed to:

Chester County Intermediate Unit  
455 Boof Road  
Downingtown, PA 19335  
Attn: Joseph P. Lubitsky, Director of Administrative Services

Notices to Buyer shall be addressed to:

PECO Energy Company  
2301 Market Street, N3-3  
P. O. Box 8699  
Philadelphia, Pennsylvania 19101 (Courier Service 19103)  
Attention: Director, Real Estate & Facilities

14. Broker's Commissions. Each party represents and warrants to the other that it has not consulted any real estate broker or agent with regard to the purchase of the Premises which could cause anyone to be liable for any real estate commissions or fees and each agrees to indemnify the other from and against any and all loss, costs, or expense, including but not limited to reasonable attorney's fees, from claims for compensation asserted by any third party by reason of such party's breach of its representation or warranty contained in this Section. This Section shall survive Settlement.

15. No Recording. This Agreement shall not be recorded in any public office. Any attempt by Seller to record this Agreement shall constitute a default by Seller hereunder.

16. Inspections and Representations. Buyer has either inspected the Premises, or has waived the right to do so, and, except as otherwise expressly stated herein, is entering into this Agreement relying solely upon such inspection as to the condition and character of the Premises and the suitability thereof for its purposes. Except as expressly stated herein, Seller, its employees and/or agents, have made no representations or warranties with respect to the Premises.

17. Time of the Essence. Time is of the essence in this Agreement.

18. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and, to the extent that assignment is permitted, their assigns.

19. Entire Agreement. The entire agreement between the parties is herein written, and the parties shall not be bound by any agreements, understandings or conditions other than are expressly set forth and stipulated in this Agreement or in any subsequent written amendments to this Agreement signed by the parties hereto.

20. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania.

EXECUTED the day and year first above written.

Seller: CHESTER COUNTY SCHOOL AUTHORITY

BY:   
Name: *Thomas Walpew*  
Title: *Chairperson*

Buyer: PECO ENERGY COMPANY

BY:   
M.A. Williams  
Director, Real Estate & Facilities



File No. 10620

DFP

**PREMISES PLAN  
&  
PREMISES DESCRIPTION**

RECEIVED

2011 FEB 14 AM 10:35

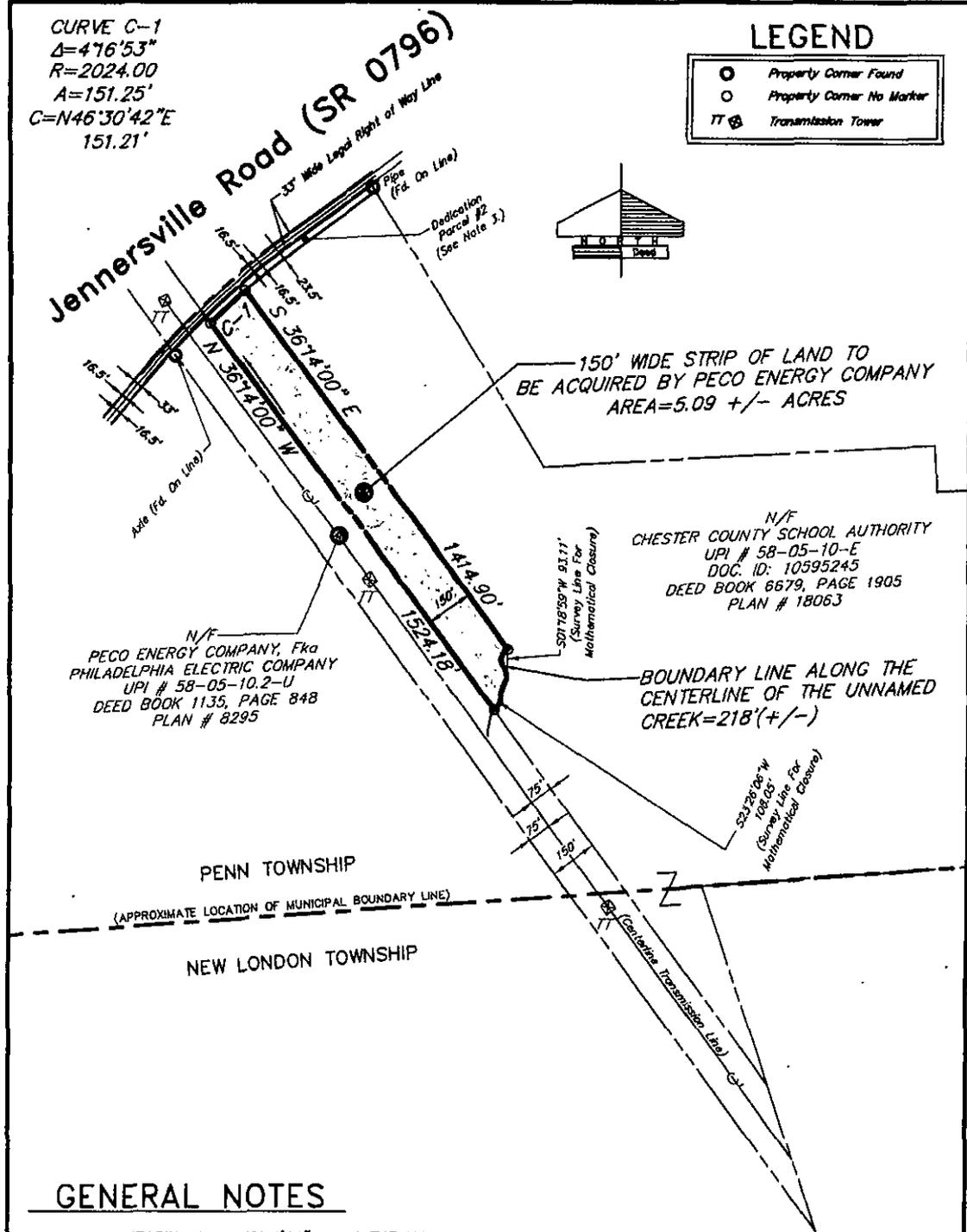
PA P.U.C.  
SECRETARY'S BUREAU

EXHIBITS "A" & "A-1"

CURVE C-1  
 $\Delta=476^{\circ}53'$   
 $R=2024.00$   
 $A=151.25'$   
 $C=N46^{\circ}30'42''E$   
 $151.21'$

**LEGEND**

- Property Corner Found
- Property Corner No Marker
- TT ⊕ Transmission Tower



**GENERAL NOTES**

1. BASIS OF BEARING IS S 36°14'00" E ON THE NORTHEASTERLY PROPERTY LINE OF UPI # 58-05-10.2-U, TAKEN FROM DEED BOOK 1135, PAGE 35.
2. UNDERGROUND UTILITY LOCATIONS ARE APPROXIMATE AND WERE DETERMINED FROM VISIBLE LOCATION, PA ONE CALL UTILITY RESPONSES AND/OR BEST AVAILABLE PLAN INFORMATION. PA ONE CALL NOTIFICATION SERIAL NUMBER IS 20102861063, DATED 10-13-10. (RETTEW CANNOT GUARANTEE THE EXACT LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES. AN EXACT LOCATION CAN ONLY BE OBTAINED BY SUBSURFACE EXPLORATION, WHICH IS NOT A PART OF THIS CONTRACT PERFORMANCE).
3. DEDICATED PARCEL #2 IS THE LANDS BETWEEN THE EXISTING AND PROPOSED ULTIMATE RIGHT OF WAY OF JENNERSVILLE ROAD (SR 0798) WHICH WAS OFFERED FOR DEDICATION TO THE GOVERNING BODY HAVING JURISDICTION OVER ROAD AT THE TIME THAT THE PLAN WAS RECORDED. THAT PLAN HAS BEEN RECORDED ON JANUARY 17, 2007 WITH THE RECORDING # 18063.

<p>PLAN SHOWING PROPERTY TO BE          ACQUIRED FROM  <b>CHESTER COUNTY SCHOOL AUTHORITY</b></p>	<p><b>RETTEW</b>  <small>RETTEW Associates, Inc.          2300 Chesapeake Ave., Lancaster, PA 17603          Phone: (717) 394-3797 Fax: (717) 394-1083</small></p>	<p>DRAWN BY: <u>BLB</u>          DATE: <u>10-22-10</u>          SCALE: <u>1"=400'</u>          DWG. NO. <u>10-03100-001</u></p>
<p>PENN TOWNSHIP                      CHESTER COUNTY, PA</p>		

Exhibit "A"

ALL THAT CERTAIN strip or parcel of land situate south of Jennersville Road (SR 0796) in Penn Township, Chester County, Pennsylvania, as shown on a plan prepared by Rettew, drawing number 10-03100-001, dated October 22, 2010, and being more fully bounded and described as follows:

BEGINNING AT A POINT on the east line of a 150' wide PECO Energy Company, formerly known as Philadelphia Electric Company, right-of-way line where it intersects the terminus of the south line of Dedication Parcel #2, as shown on record plan # 18063; thence along the south line of Dedicated Parcel # 2 on a arc curving to the right having a radius of 2024.00', an arc length of 151.25', the chord of said arc being N 46° 30' 42" E, a distance of 151.21' to a point; thence leaving said south line of Dedication Parcel #2 and in and through lands, now or formerly, Chester County School Authority the following (2) courses and distances: 1) S 36° 14' 00" E a distance of 1414.90' to a point in the centerline of an unnamed creek; 2) continuing along the centerline of an unnamed creek several course and distances for an approximate length of 218' (+/-) to a point on the east line of a 150' wide PECO Energy Company right-of-way line; thence leaving said centerline of unnamed creek and along lands, now or formerly, Chester County School Authority, and along the east line of a 150' wide PECO Energy Company right-of-way line, N 36° 14' 00" W a distance of 1524.18' to THE POINT OF BEGINNING.

CONTAINING: 5.09 (+/-) acres

BEING part of the same premises which Christine Imran by Deed dated November 10, 2005 and recorded in the office of the Recorder of Deeds, in and for the County of Chester, in Deed Book 6679, Page 1905 granted and conveyed unto the Chester County School Authority, in fee.

Exhibit "A-1"

## EASEMENTS, RESERVATIONS AND RESTRICTIONS

### Trim Rights

TOGETHER with the right of ingress and egress to cut down, trim and remove from the Seller's parcel of ground adjoining the Premises any trees which may endanger the safety of, interfere with the use of, or be a menace to any facilities or structures constructed or which may be constructed by Buyer, its successors and assigns, upon the Premises.

RECEIVED

2011 FEB 14 AM 10:35

PA P.U.C.  
SECRETARY'S BUREAU

EXHIBIT "B"

**TEMPORARY CONSTRUCTION EASEMENT**

RECEIVED

2011 FEB 14 AM 10:35

PA P.U.C.  
SECRETARY'S BUREAU

**EXHIBIT "C"**

**GRANT OF  
TEMPORARY CONSTRUCTION EASEMENT**

**THIS INDENTURE**, made this \_\_\_ day of \_\_\_\_\_, 2011, between **CHESTER COUNTY SCHOOL AUTHORITY**, an authority organized pursuant to the Pennsylvania Municipal Authorities Act (“Grantor”) and **PECO ENERGY COMPANY**, a Pennsylvania Corporation (“Grantee”).

**Background**

**A.** In order to enable Grantee to reconstruct the Clay Transmission Line in Upper Oxford, Penn, New London and Franklin Townships, Grantee has requested Grantor to grant it a Temporary Construction Easement, across, over and along a certain area, a portion of the Grantor’s Parcel, as shown on a plan attached hereto and made a part hereof as Exhibit “A.”

**B.** Grantor is the legal owner of a certain parcel of ground situate in Penn Township, Chester County, Pennsylvania, which is more specifically identified on a plan attached hereto and made part hereof as Exhibit “A” (the “Grantor Parcel”).

**WITNESSETH:**

**1. Grant of Temporary Construction Easement.** Grantor hereby grants to Grantee, its successors, assigns, contractors, employees and agents a Temporary Construction Easement as depicted on the Plan attached hereto as Exhibit “A” to enter upon the area depicted as a Temporary Construction Easement (the “Easement Area”) with workers, material and equipment starting on a date mutually agreeable to the Grantor and Grantee and ending on the earliest to occur of:

- a. the date construction has been completed and the Easement Area has been restored to the satisfaction of the Grantor;
- b. Six months following commencement of construction hereunder; or
- c. December 31, 2014.

The deadline set forth in this Section 1 may be extended by mutual agreement of the parties.

Such use, liberty, and privilege being hereby granted to the Grantee for the sole purpose of permitting the Grantee, its successors, assigns, contractors, employees and agents, to use the Easement Area for access, ingress, and egress of equipment material and personnel during the reconstruction of the Clay Transmission Line.

To have and to hold the same temporarily to the Grantee, its successors, assigns, contractors, employees and agents, so long as the Grantee may need the Easement Area for temporary construction purposes in connection with the reconstruction of the Clay Transmission Line but subject to the term set forth above; all upon the condition that the Grantee, its successors, assigns, contractors, employees and agents will, after completing the reconstruction of the Clay Transmission Line restore the Easement Area to the condition in which same was found before such work was undertaken.

The Grantee will not create any nuisance or do any act that will be detrimental to the owners, tenants, or occupants of land abutting the parcel of ground described above. This Temporary Construction Easement shall automatically expire and become null and void upon Grantee completing the reconstruction of the Clay Transmission Line.

**2. Covenants of Grantee.** Grantee hereby covenants and agrees, as a material inducement to Grantor granting the easement rights as contained herein, as follows:

a. Grantee hereby indemnifies, holds harmless and agrees to defend Grantor from and against all claims, damages, expenses (including without limitation, reasonable attorney fees and costs), liabilities and judgments by virtue of injuries to persons, loss of life or damage to property occurring in the Easement Area during the reconstruction of the Clay Transmission Line caused by the negligence or willful misconduct of Grantee, its successors, assigns, contractors, employees and agents.

b. Grantee shall maintain the Easement Area in a safe condition.

**3. Binding Effect.** The covenants contained herein shall bind the parties hereto, and their respective successors, assigns, contractors, employees and agents and shall run with and bind the Grantor Parcel.

**4. Entire Agreement.** This Temporary Construction Easement constitutes the entire agreement between the parties and there are no other understandings written or oral.

5. **Modification.** This Temporary Construction Easement may not be modified except by written agreement of the parties.

6. **Governing Law.** This Temporary Construction Easement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

7. **Recordation.** This Temporary Construction Easement shall not be filed of record by either party.

**IN WITNESS WHEREOF,** and intending to be legally bound by the terms and provisions of this document, the parties have executed this Temporary Construction Easement on the day and year first written above.

Chester County School Authority

BY: \_\_\_\_\_

Name:

Title:

PECO Energy Company

BY: \_\_\_\_\_

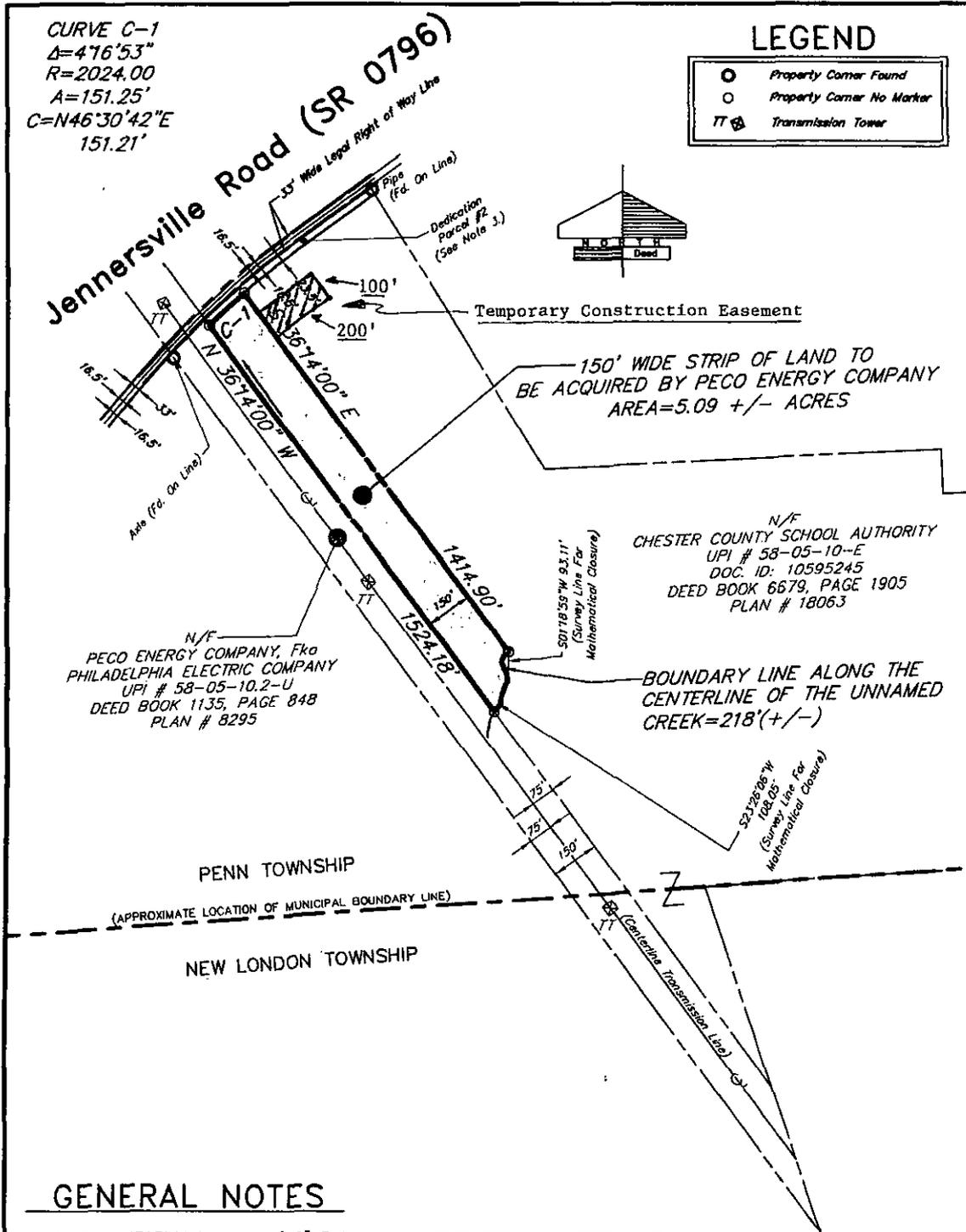
Mike A. Williams, Director

Real Estate & Facilities

CURVE C-1  
 $\Delta=476'53''$   
 $R=2024.00$   
 $A=151.25'$   
 $C=N46^{\circ}30'42''E$   
 $151.21'$

**LEGEND**

	Property Corner Found
	Property Corner No Marker
	Transmission Tower



**GENERAL NOTES**

1. BASIS OF BEARING IS S 36°14'00" E ON THE NORTHEASTERLY PROPERTY LINE OF UPI # 58-05-10.2-U, TAKEN FROM DEED BOOK 1135, PAGE 35.
2. UNDERGROUND UTILITY LOCATIONS ARE APPROXIMATE AND WERE DETERMINED FROM VISIBLE LOCATION, PA ONE CALL UTILITY RESPONSES AND/OR BEST AVAILABLE PLAN INFORMATION. PA ONE CALL NOTIFICATION SERIAL NUMBER IS 20102861063, DATED 10-13-10. (RETTEW CANNOT GUARANTEE THE EXACT LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES. AN EXACT LOCATION CAN ONLY BE OBTAINED BY SUBSURFACE EXPLORATION, WHICH IS NOT A PART OF THIS CONTRACT PERFORMANCE).
3. DEDICATED PARCEL #2 IS THE LANDS BETWEEN THE EXISTING AND PROPOSED ULTIMATE RIGHT OF WAY OF JENNERSVILLE ROAD (SR 0796) WHICH WAS OFFERED FOR DEDICATION TO THE GOVERNING BODY HAVING JURISDICTION OVER ROAD AT THE TIME THAT THE PLAN WAS RECORDED. THAT PLAN HAS BEEN RECORDED ON JANUARY 17, 2007 WITH THE RECORDING # 18063.

PLAN SHOWING PROPERTY TO BE ACQUIRED FROM <b>CHESTER COUNTY SCHOOL AUTHORITY</b> PENN TOWNSHIP                      CHESTER COUNTY, PA	 <small>RETTEW Associates, Inc.          3000 Columbia Ave., Lancaster, PA 17603          Phone (717) 364-3721 • Fax (717) 364-1063</small>	DRAWN BY: <u>BLB</u> DATE: <u>10-22-10</u> SCALE: <u>1"=400'</u> DWG. NO. <u>10-03100-001</u>
---	--	--

**DRIVEWAY LICENSE AGREEMENT**

**RECEIVED**

**2011 FEB 14 AM 10:35**

**PA.P.U.C.  
SECRETARY'S BUREAU**

**EXHIBIT "D"**

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** ("License"), made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between **PECO Energy Company**, a Pennsylvania corporation ("Licensor") and **Chester County School Authority**, an authority organized pursuant to the Pennsylvania Municipal Authorities Act ("Licensee").

### BACKGROUND

A. The Licensee desires to enter upon and use a twenty foot (20') wide portion of the first one hundred twenty five feet (125'), as measured from the existing centerline of State Road 0796, of the existing driveway located upon certain lands of Licensor in Penn Township, Chester County, Pennsylvania (the "Premises") marked on Exhibit "A" as "Existing Driveway" and shaded in green (the "Existing Driveway") and to enjoy a twenty foot (20') wide right of ingress and egress to Licensee's adjoining property, marked as "access" on Exhibit "A" and shaded in red (the "Access").

B. Licensor is willing to permit Licensee to enter upon and use the Existing Driveway located on the Premises and to use the Access for ingress and egress to Licensee's adjoining property upon the terms and conditions of this License.

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

1. **Permission and Use**. Licensor hereby gives Licensee permission, terminable as herein set forth, to enter upon and use the Existing Driveway and the Access for the sole purpose of ingress and egress to maintain Licensee's adjoining property.
2. **Use of the Premises**. Licensee shall use the Premises in a manner acceptable to and approved by Licensor. Licensee's use of the Premises shall not interfere with Licensor's full use, operation and maintenance of the Premises for its corporate purposes. Licensee shall not permit the Premises, or any part thereof, to be used except as herein specifically provided.
3. **Licensor's Facilities; Waiver and Release**. Licensee understands and acknowledges that the business of Licensor involves the construction, maintenance, operation and use of structures, fixtures and facilities with appurtenances, now or which may hereafter be erected or installed on, over, under, across and along the Premises and property adjacent thereto which are used or useful in connection with the generation, conversion, transmission or distribution of electricity, gas and communications services. Licensee shall not touch, handle, tamper with or contact, directly or indirectly any of the structures, fixtures and facilities of Licensor. Licensee

hereby releases and waives any and all claims, against Licensor for injury or damages occurring upon the Premises or arising out of this License.

4. **Indemnification of Licensor; Waiver and Release**. Licensee assumes all risk of loss, injury or damage to the Premises or personal property and all risk of injury or death to its employees, contractors, workmen, or any other person or persons from any causes whatever, including but not limited to claims for injuries to employees of the Licensor Parties, Licensee or their contractors or subcontractors. To the fullest extent permitted by applicable law, Licensee shall at all times hereafter indemnify, defend and save harmless Licensor, its officers, agents and employees ("Licensor Parties"), from and against any and all claims, actions, liability, damages, costs and expenses (including attorney's fees) in connection with loss of life, personal injury, or damage to property caused to any person in or about the Premises (including but not limited to claims for injuries to employees of Licensor, Licensee or their contractors or subcontractors) or arising out of the occupancy or use of the Premises by Licensee or occasioned wholly or in part by the act or omission of Licensee, its agents and employees, regardless of the concurrent negligence of Licensor Parties unless attributable to the sole negligence of the Licensor Parties.

5. **Insurance**. (a) In addition to the indemnifications contained in Section 4, but not in limitation thereof, Licensee agrees to carry and maintain Commercial General Liability Insurance (with coverage consistent with ISO Form CG 0001 (12/04)) providing bodily injury, property damage and personal/advertising injury coverage (including but not limited to coverage for claims against Licensor for injuries to employees of Licensee or its contractors or subcontractors) with limits not less than Two Million Dollars (\$2,000,000) per occurrence and shall include blanket contractual liability coverage for Licensee's obligations under this License with an insurance company or companies acceptable to Licensor. Licensee shall furnish Licensor with evidence of such insurance in the form of a policy or certificate of insurance. The policy or certificate shall name Licensor, its officers, agents and employees, as additional insured, be primary insurance for all purposes, contain cross-liability provisions, and provide for a waiver of all rights of subrogation which Licensee's insurance carrier may have against Licensor.

(b) The policy or certificate shall be forwarded to Licensor prior to commencing any work on the Premises, and contain a provision that Licensor be notified with at least ten (10) days prior notice in the event of cancellation of the insurance.

(c) Insurance coverage provided by Licensee or its contractors or subcontractors under this License shall not include any of the following: any claims made insurance policies; any self-insured retention or deductible amount greater than Two Hundred Fifty Thousand Dollars (\$250,000) unless approved in writing by Licensor; any endorsement limiting coverage available to Licensor which is otherwise required by this License; and any policy or endorsement language that (1) negates coverage to Licensor for Licensor's own negligence, (2) limits the duty to defend Licensor under the policy, (3) provides coverage to Licensor only if Licensee is

negligent, (4) permits the recovery of defense costs from any additional insured, or (5) limits the scope of coverage for liability assumed under a contract.

6. **Compliance with Laws.** Licensee shall comply with all notices, rules, regulations, laws and ordinances, of all governmental and regulatory agencies in its use of the Premises without expense to Licensor.

7. **Liens.** If any lien is filed against the Premises by any contractor of Licensee for work done on the Premises, Licensee shall cause same to be discharged or satisfied within fifteen (15) days of service or upon notice of same, whichever shall be sooner. Licensee shall indemnify, defend and hold harmless Licensor against all costs and expenses (including, without limitation reasonable attorneys' fees arising out of any such liens.

8. **Maintenance of Premises.** With no obligation to Licensee, Licensor shall maintain the existing driveway for Licensor's corporate purposes at Licensor's sole cost and expense. At Licensee's sole cost and expense, Licensee shall maintain any future driveway on the Premises installed by Licensee for Licensee's use in accessing Licensee's adjoining property, subject to Licensor's prior written approval. Licensee shall not erect, alter or remove any fences, sheds or other structures on the Premises and shall not plant, destroy, cut or remove any trees, nor remove any rock, stone, gravel, soil or other natural material or property of Licensor from the Premises without the prior written consent of Licensor.

9. **Termination.** (a) This License may be terminated at any time by either party without cause, upon giving thirty (30) days written notice to the other. Upon the expiration of said thirty (30) days this License shall absolutely cease and terminate. The Licensee shall, without any recourse, vacate the Premises and remove there from any property and/or materials belonging to Licensee within the thirty (30) day period, leaving the Premises in at least as good a condition as at the time of execution of this License.

(b) If Licensee uses the Premises for purposes other than above-mentioned, or if Licensee shall abandon or cease to use the Premises, or shall violate or fail in any particular to comply with any of the terms, conditions, covenants and provisions in this License then this License shall thereupon automatically terminate forthwith and the privileges of Licensee hereunder shall thereupon immediately cease and terminate. In the event that this License shall terminate by reason of any of the foregoing and Licensee has not vacated the Premises or has failed to remove from the Premises any property and/or materials thereon belonging to Licensee, then Licensor may serve written notice upon Licensee to vacate the Premises and/or to remove all such property and materials within five (5) days after the date of such notice.

(c) If Licensee fails to vacate the Premises and/or fails to remove Licensee's property and/or materials within the period specified in Paragraphs 8(a) and

(b), then the title to such property and/or materials may, at Licensor's option, automatically be and become vested in Licensor without further or additional act or acts on the part of the Licensee or Licensor and Licensor at its option shall have the right to remove and dispose of same as Licensor deems appropriate at the sole cost and expenses of the Licensee, which cost and expense Licensee hereby agrees to pay to Licensor no later than ten (10) days after demand to do so from Licensor.

10. **Notices.** All notices given by either party shall be in writing served personally upon the other party; or sent by United States certified mail, return receipt requested or sent by a recognized commercial courier service, addressed to the other party at its address, which the parties agree shall be (in the case of service upon Licensor): PECO ENERGY COMPANY, 2301 Market Street, N3-3, Philadelphia, PA 19103, Attention: Director, Real Estate & Facilities; and (in the case of service upon Licensee): Chester COUNTY SCHOOL AUTHORITY, C/O Chester County Intermediate Unit, 455 Boot Road, Downingtown, PA 19355, Attn: Director of Administrative Services.

11. **Fees.** Licensee shall pay Licensor a fee of ONE DOLLAR (\$1.00) in consideration for the issuance of this license.

12. **Hazardous Material.** (a) Licensee shall not cause or permit, as a result of any act or omission on the part of Licensee, the placement or presence of any flammable or other forms of explosives, radioactive materials, petroleum and petroleum products, hazardous wastes or toxic substances, or related materials, asbestos or any material containing asbestos, or any other substance or materials as defined by any federal, state or local environmental law, ordinance, rule, or regulation now existing or hereinafter enacted ("Hazardous Materials").

(b) Licensee acknowledges that Licensee has viewed the Premises and during its observation of the Premises it found no physical evidence of Hazardous Materials stored thereon.

(c) If Licensee receives notice from any governmental authority regarding Hazardous Materials on, from or affecting the Premises then Licensee shall immediately notify Licensor.

(d) Licensee hereby agrees to indemnify, defend and hold harmless Licensor from any claim, investigation, litigation, damages, cost and expenses (including, but not limited to, reasonable attorneys' fees) arising out of (i) failure to comply with environmental laws; and (ii) any Hazardous Materials in, on or under the Premises arising out of or in any way related to or caused by the Licensee or Licensee's activities on the Premises. The obligations and liabilities under this section shall survive the termination of this License and shall be continuing.

12. **Miscellaneous.** (a) This License shall be deemed and construed to be personal privilege of the Licensee only and no assignment or transfer thereof shall be made without the prior written consent of Licensor.

(b) This License shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

(c) The waiver by Licensor of any breach of any covenant, obligation or condition of this License shall not be deemed to be a waiver of any subsequent breach of any covenant, obligation or condition.

(d) This License shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

(e) This License constitutes the entire agreement between the parties and may not be amended, altered or modified except by written instrument executed by the parties hereto.

(f) This License may be executed in counterpart copies, each of which shall constitute an original, but all of which together shall constitute one and the same instrument.

**(EXECUTED BY THE PARTIES ON THE FOLLOWING PAGE)**

Executed as of the day and year first above written.

PECO ENERGY COMPANY

BY: \_\_\_\_\_  
M.A. Williams, Director  
Real Estate & Facilities

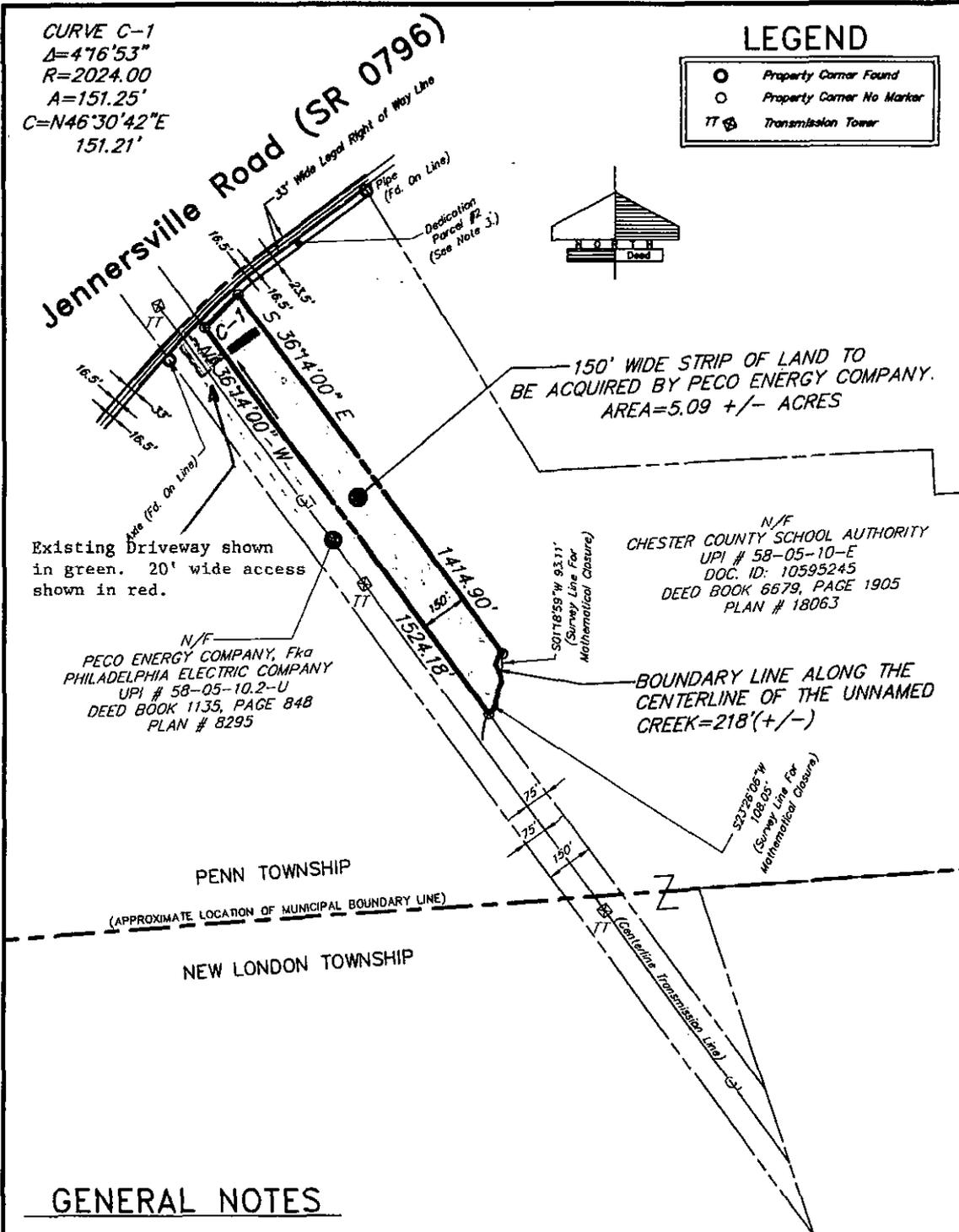
CHESTER COUNTY SCHOOL AUTHORITY

BY: \_\_\_\_\_  
Name:  
Title:

CURVE C-1  
 $\Delta=476'53''$   
 $R=2024.00$   
 $A=151.25'$   
 $C=N46'30'42''E$   
 $151.21'$

**LEGEND**

	Property Corner Found
	Property Corner No Marker
	Transmission Tower



Existing Driveway shown in green. 20' wide access shown in red.

N/F  
 PECO ENERGY COMPANY, Fka  
 PHILADELPHIA ELECTRIC COMPANY  
 UPI # 58-05-10.2-U  
 DEED BOOK 1135, PAGE 84B  
 PLAN # 8295

N/F  
 CHESTER COUNTY SCHOOL AUTHORITY  
 UPI # 58-05-10-E  
 DOC. ID: 10595245  
 DEED BOOK 6679, PAGE 1905  
 PLAN # 18063

BOUNDARY LINE ALONG THE  
 CENTERLINE OF THE UNNAMED  
 CREEK=218'(+/-)

PENN TOWNSHIP

(APPROXIMATE LOCATION OF MUNICIPAL BOUNDARY LINE)

NEW LONDON TOWNSHIP

**GENERAL NOTES**

1. BASIS OF BEARING IS S 36°14'00" E ON THE NORTHEASTERLY PROPERTY LINE OF UPI # 58-05-10.2-U, TAKEN FROM DEED BOOK 1135, PAGE 35.
2. UNDERGROUND UTILITY LOCATIONS ARE APPROXIMATE AND WERE DETERMINED FROM VISIBLE LOCATION, PA ONE CALL UTILITY RESPONSES AND/OR BEST AVAILABLE PLAN INFORMATION. PA ONE CALL NOTIFICATION SERIAL NUMBER IS 20102861063, DATED 10-13-10. (RETTEW CANNOT GUARANTEE THE EXACT LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES. AN EXACT LOCATION CAN ONLY BE OBTAINED BY SUBSURFACE EXPLORATION, WHICH IS NOT A PART OF THIS CONTRACT PERFORMANCE).
3. DEDICATED PARCEL #2 IS THE LANDS BETWEEN THE EXISTING AND PROPOSED ULTIMATE RIGHT OF WAY OF JENNERSVILLE ROAD (SR 0796) WHICH WAS OFFERED FOR DEDICATION TO THE GOVERNING BODY HAVING JURISDICTION OVER ROAD AT THE TIME THAT THE PLAN WAS RECORDED. THAT PLAN HAS BEEN RECORDED ON JANUARY 17, 2007 WITH THE RECORDING # 18063.

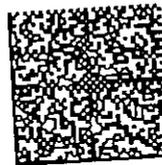
PLAN SHOWING PROPERTY TO BE ACQUIRED FROM <b>CHESTER COUNTY SCHOOL AUTHORITY</b> PENN TOWNSHIP      CHESTER COUNTY, PA	 <small>RETTEW Associates, Inc.          3220 Columbia Ave., Lancaster, PA 17603          Phone (717) 394-3721 • Fax (717) 394-1063</small>	DRAWN BY: <u>BLB</u> DATE: <u>10-22-10</u> SCALE: <u>1"=400'</u> DWG. NO. <u>10-03100-001</u>
---	--	--

J. Halberman

**Exelon®**

Legal Department  
2301 Market Street; 523-1  
P.O. Box 8699  
Philadelphia, PA 19101-8699

Business Services  
Company



UNITED STATES POSTAGE  
  
FITNEY BOWES  
\$ 02.41<sup>0</sup>  
02 1M FEB 10 2011  
0004277888  
MAILED FROM ZIP CODE 19103

ATTN: Melissa Strosser

~~James McWally~~

PA PUC

P.O. Box 3265

Harrisburg, PA 17105-3265