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June 29, 2011

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
P. O. Box 3265
Harrisburg, PA 17105-3265

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SECRETARY'S BUREAU

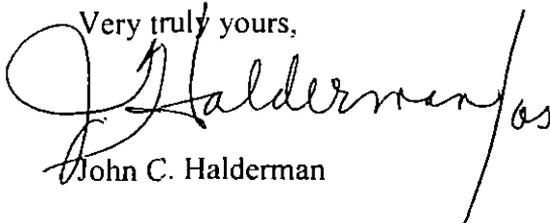
RE: Lease and Temporary License Agreement for Chester Valley Trail between PECO Energy Company and The County of Chester

Dear Ms. Chiavetta:

Enclosed for filing and approval pursuant to §507 of the Public Utility Code are two copies of a Lease and Temporary License Agreement regarding the above-referenced matter.

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

Very truly yours,



John C. Halderman

JCH/as
enclosures

cc: Dennis Wilson

LEASE AND TEMPORARY LICENSE AGREEMENT FOR CHESTER VALLEY TRAIL

THIS LEASE AND TEMPORARY LICENSE AGREEMENT FOR CHESTER VALLEY TRAIL (this "Agreement") is made this 5 day of ~~March~~^{May} 2011 (the "Agreement Date") by and between **THE COUNTY OF CHESTER**, a body politic and corporate of the Commonwealth of Pennsylvania, located at 2 N. High Street, Suite 512, P.O. Box 2748, West Chester, Pennsylvania 19380-0991 (the "County") and **PECO ENERGY COMPANY**, a Pennsylvania corporation with an address of 2301 Market Street, Philadelphia, Pennsylvania 19103 (the "Owner").

BACKGROUND/RECITALS

WHEREAS, by deed dated April 21, 1969, and recorded in the office of the Recorder of Deeds for Chester County (the "Recording Office") on April 21, 1969 in Book T-38 at page 520, Owner is the owner of a certain parcel of real property located along Matthews Road in Tredyffrin Township, Chester County, Pennsylvania, which is more particularly described on Exhibit "A" attached hereto (the "Property"), and which is now and will continue to be used by Owner for its corporate purposes; and

WHEREAS, the County intends to use/employ certain property and rights-of-way which were formerly used as a railroad as a recreational trail to be used b the general public extending from Exton through King of Prussia, Pennsylvania, to be known as the "Chester Valley Trail" (the "Trail"); and

WHEREAS, a portion of the Trail will be constructed on the Property in the location which is identified as the "Required Right-of-Way" on plans prepared by Arora and Associates, P.C., sheets 56, 57 and 58 of 74 (the "Plans"), copies of which are attached hereto as Exhibit "B" and incorporated herein by reference; and

WHEREAS, Owner is willing to lease to the County the portion of the Property which is depicted on the Plans and identified as "Required Right-of-Way," (the "Trail Lease Area") subject to the terms and conditions set forth herein; and

WHEREAS, Owner is willing to grant to the County a temporary license for the purpose of constructing the Trail on the Property;

NOW THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Incorporation of Recitals.**

The Background of this Agreement is incorporated herein by reference.

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PA PUBLIC BUREAU

2. Lease to the County for Trail.

Owner, to the extent it has the right to do so, agrees to lease to the County the portion of the Property which is identified as the "Required Right-of-Way" on the Plans (the "Trail Lease Area"). Owner disclaims any warranty that it has title to the Trail Lease Area.

3. Use of Trail Lease Area.

A. The County, and its agents, employees, contractors and subcontractors, shall be permitted and authorized to use the Trail Lease Area to reconstruct, improve, repair and maintain the Trail and all necessary accessories and appurtenances used in connection with the Trail, including benches, waste receptacles and a reasonable number of identification and directional signs and signs which identify the restrictions on the use of the Trail. The County and the general public shall be permitted and authorized to use the Trail and Trail Lease Area as a recreational trail for pedestrian and non-motorized vehicle traffic subject to the rules and regulations established by the County for the use of the Trail generally. The County shall prohibit the Trail from being used by motorized recreational vehicles including but not limited to motorcycles, mini-bikes and snowmobiles, except that motorized vehicles shall be permitted to be used by authorized County employees, police, or others specifically authorized by the County and Owner for emergency patrol and to maintain the Trail.

B. Subject to Owner's rights in Paragraph 10 C, Owner shall not erect, maintain or allow any improvements on, over and under the Trail Lease Area, or take or allow any action which would affect free and unimpeded access to or use of the Trail Lease Area and other rights and privileges granted herein. The County and Owner shall prohibit barriers, structures, fences, curbs or other obstructions from impeding the free and unhampered use of the Trail Lease Area by pedestrian and non-motorized vehicle traffic.

C. The County shall permit the use of the Trail Lease Area for the uses which are identified in Paragraph 3 A. No use of the Trail Lease Area shall interfere with Owner's reasonable and customary use, operation and maintenance of the Property.

D. Owner reserves the right of continuous access to and from Owner's Facilities (as defined in Paragraph 10) located upon the Property and property adjacent thereto. The County shall not permit the Property, or any part thereof, to be used except as herein specifically provided. The County agrees to protect the Property from any and all trespassers and adequately to notify and warn the public that the Property is private property and that all trespassing is prohibited except for use of the Trail Lease Area as a hiking, biking, jogging and walking trail.

4. Term and Termination of Lease for the Trail.

A. This Agreement shall be for a term of twenty-five (25) years commencing on the Effective Date as defined in Paragraph 25 (the "Term").

B. If the County shall abandon or cease to use the Property, or shall violate or fail to comply with any of the terms, conditions, covenants and provisions in this Agreement within thirty (30) days after written notice from Owner, Owner shall have the right to terminate the Lease for the Trail. In the event that Owner terminates the Lease for the Trail by reason of any of the foregoing and the County has not vacated the Property or has failed to remove from the Property any improvements, property and/or materials thereon belonging to the County, then Owner may serve written notice upon the County to vacate the Property and/or to remove all such improvements, property and materials within sixty (60) days after the date of such notice.

C. If the County fails to vacate the Property and/or fails to remove its improvements, property and/or materials within the period specified in Paragraphs 4 A and B, then the title to such improvements, property and/or materials may, at Owner's option, automatically be and become vested in Owner without further or additional act or acts on the part of the County or Owner.

D. The County may renew the term of the Lease for the Trail for an additional twenty-five (25) years at the expiration of the initial Term provided that it is not in default of any of the provisions of this Agreement by sending Owner written notice one hundred eighty (180) days prior to the expiration of the initial Term.

E. Owner shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the County if termination is necessary for Owner's compliance with applicable laws and regulations, including without limitation those of FERC, NERC, and the Pennsylvania PUC.

5. Abandonment of Trail.

The County shall have the right to use the Trail Lease Area for as long as the County maintains the Trail as a public recreational trail. In the event the County formally vacates or abandons the use of the Trail, the County shall forthwith notify Owner and within thirty (30) days after such notification, the County shall execute a release in recordable form, which will memorialize that this Agreement is terminated and of no further force and effect.

6. Grant of Temporary License to the County for Construction of the Trail.

Owner grants to the County, its agents, employees, contractors, and subcontractors, a temporary license over, under, across and through the Property in the areas labeled as "Required Right of Way" and "Temporary Construction License" on the

Plans (collectively referred to as the "Temporary License") for the purpose of constructing and establishing the Trail and all related accessories and appurtenances to the Trail which may include benches, waste receptacles and small identification and directional signs.

7. **Term of the Temporary License.**

A. The Temporary License granted herein to the County shall commence when the County through its agents, employees, contractors and subcontractors commences the construction of the Trail and shall terminate and become null and void following the County's completion of the Trail.

B. If the County shall abandon or cease to use the Property, or shall violate or fail to comply with any of the terms, conditions, covenants and provisions in this Agreement relating to the exercise of the Temporary License, within thirty (30) days after written notice from Owner, Owner shall have the right to terminate the Temporary License. In the event that Owner terminates the Temporary License by reason of any of the foregoing and the County has not vacated the Property or has failed to remove from the Property any improvements, property and/or materials thereon belonging to the County, then Owner may serve written notice upon the County to vacate the Property and/or to remove all such improvements, property and materials within sixty (60) days after the date of such notice.

C. If the County fails to vacate the Property and/or fails to remove its improvements, property and/or materials within the period specified in Paragraphs 7 A and B, then the title to such improvements, property and/or materials may, at Owner's option, automatically be and become vested in Owner without further or additional act or acts on the part of the County or Owner.

8. **Public Relations.**

The County is aware that there may be public concerns which may be encountered as a result of its plans to establish and use the Property for a Trail. The County agrees that it will meet and discuss these concerns with the property owners adjoining the Trail and actively work with them to reasonably resolve all such concerns.

9. **Existing Leases and Licenses.**

Portions of the Property may be subject to existing leases and licenses granted by Owner. Owner will notify tenants, if any, that their leases or licenses are affected by this Agreement. The County shall discuss its use of the Property with the existing tenants of the Owner, if any, and resolve any concerns with such tenants in a reasonable and timely manner. Any damages to crops or other property of such tenants or future tenants caused by the County or their authorized agents others shall be the sole responsibility of the County.

10. **Owner's Uses.**

A. The Lease and Temporary License granted herein to the County are expressly subject to Owner's right to erect, install, use, operate, maintain, repair, renew, add to, relocate, remove Owner's facilities upon, along, over, under and across the Property or necessary for the transmission or distribution of electric, gas or telecommunications services ("Owner's Facilities"), together with the right as Owner shall deem necessary to cut down, trim and remove any trees, brush or other vegetation that interferes or potentially interferes with Owner's Facilities. Upon notification from Owner to do so, the County agrees to relocate the Trail at its expense should Owner require such relocation to accommodate Owner's Facilities. Owner shall not unreasonably require such relocation.

B. Owner reserves the right and privilege to grant licenses and leases on, over, or under any part of the Property for any purpose which does not unreasonably interfere with the County's permitted uses of the Property under this Agreement.

11. **Publicity and Signs.**

The County agrees to:

A. Erect and install signs and notices approved by Owner at each end of and entrance to the Trail on the Property indicating Owner's ownership of the Property and the contribution of the use of the Property to the development of the Trail. The County agrees that any signs or notices posted by them on the Property or any pamphlets, brochures, or other informational material distributed by the County which involves the Property shall so acknowledge Owner's contribution;

B. Provide the appropriate media releases which will inform the general public of the donation by Owner of the use of the Property for the Trail upon the execution of this Agreement; and

C. Provide Owner with copies of all media releases, pamphlets, brochures, and other informational material distributed by the County which involves the Trail.

12. **Trail Design.**

The County recognizes that Owner is concerned about the possibility of unauthorized use of the Trail and the Property by motorized vehicles such as all terrain vehicles (ATV's), motorcycles, and snowmobiles. The County agrees to incorporate control and safety measures into its design to discourage such unauthorized use and to protect the public. Such design factors shall include, but are not limited to, signs, barricades, and deflectors around obstructions such as towers, poles and guy wires. The County shall be solely responsible for the design of the Trail and all improvements but will review such designs with Owner before finalizing the designs. The County shall be required to modify the trail safety system if required in the future for improvement of

safety. The Trail design and subsequent construction shall not hinder Owner's access to the Property.

13. **Plans for Trail.**

A. The County shall submit six (6) copies of detailed plans and profiles to Owner's Real Estate & Facilities Division showing the proposed construction of the Trail, any alteration or improvements to be constructed and all proposed grading, including existing grading, fencing and grounding protection, paving, drainage facilities, landscaping, lighting fixtures, utilities and any other possible proposed alteration to the Property in accordance with Owner's Electric Construction Standard S-7073, a copy of which is attached hereto as Exhibit "C". CHESTER COUNTY SHALL NOT COMMENCE THE CONSTRUCTION OR INSTALLATION OF THE TRAIL OR ANY ALTERATIONS OR IMPROVEMENTS UPON THE PROPERTY AT ANY TIME UNTIL THE COUNTY HAS RECEIVED WRITTEN APPROVAL FROM OWNER OF THE COUNTY'S PLANS. Owner reserves the right to refuse to review or approve plans not in accordance with Owner's standard. The County shall notify Owner immediately upon the completion of any approved construction in order that a final inspection can be made by Owner to insure compliance with plans approved by Owner.

B. Any relocation or other adjustment or modification of Owner's Facilities, if acceptable to Owner, to accommodate the construction of the Trail or improvements for the Trail shall be performed by Owner at the sole cost and expense of the County on a cost plus overhead basis. The County shall pay an estimate of the costs prior to Owner performing such work. Any overpayment will be refunded following completion and any unpaid amount over the estimate paid by the County shall be paid to Owner within thirty (30) days following Owner's bill therefor to the County.

14. **Permits, Costs and Expenses.** The County shall obtain and maintain at all times during the construction of the Trail all necessary governmental permits that are required to construct the Trail. The County shall be solely responsible for the construction of the Trail and all costs and expenses relating to the construction of the Trail shall be paid for by and be the sole responsibility of the County.

15. **Drainage.**

All work performed by the County to construct the Trail shall be done in a manner that will not adversely affect the drainage upon the Property, other adjacent property owned by Owner and property of others adjacent thereto. Any drainage problems created by the construction of the Trail by the County shall be corrected at the County's sole cost and expense and without additional use of the Property or any other adjacent property owned by Owner.

16. **Owner's Facilities.**

The County understands and acknowledges that the business of Owner involves the construction, maintenance, operation and use of structures, fixtures and facilities with appurtenances, now or which may hereafter be erected on the Property and property adjacent thereto which are used or useful in connection with the generation, conversion, transmission or distribution of electricity, gas and communications services. The County shall not touch, handle, tamper with or contact, directly or indirectly any of the structures, fixtures and facilities of Owner located on the Property and property adjacent thereto.

17. **Liens.**

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

18. **Compliance with Laws.**

The County shall comply with all notices, rules, regulations, laws and ordinances of all governmental and regulatory agencies in its use of the Property without expense to Owner.

19. **Restoration of the Property.**

Upon completion of construction of the Trail, the County shall, at its sole cost and expense, promptly remove all of its equipment and materials from the Property and repair, replace or restore to as close as the pre-existing condition thereof as may be practical any areas of the Property disturbed by or on behalf of the County in connection with the construction of the Trail.

20. **Maintenance of the Trail.**

A. The County, at its sole cost and expense, shall be responsible for any and all year-round maintenance of the Trail which is constructed within the Trail Lease Area. The County, for itself and its successors and assigns, hereby covenants and agrees to continuously maintain, repair, replace and reconstruct the Trail within the Trail Lease Area so as to provide a safe, non-motorized vehicle and pedestrian recreational trail.

B. The County shall not erect, alter or remove any fences or other structures on the Property and shall not plant, destroy, cut or remove any trees, nor remove any rock, stone, gravel, soil or other natural material or property of Owner from the Property

without the prior written consent of Owner. The County shall cut grass and trim shrubbery, cut and destroy any Canada thistles or weeds commonly known as chicory, succory or blue daisy or other objectionable or obnoxious weeds or vegetation on the Property in the Trail Lease Area and shall also cut and destroy all brush in excess of three (3) feet in height on the Property. The County shall also remove and properly dispose of all trash and other debris, if any, on or which may be on the Property. The County may not use and expressly agrees not to use Owner's property for disposal purposes. In addition, the County shall (i) establish and enforce rules and regulations for use of the Trail, prevent unauthorized uses and obtain assistance from police when required; (ii) police and maintain all areas adjoining the Trail which are affected by the authorized or unauthorized use of the Trail; and (iii) handle all complaints from adjoining property owners and other parties relating to the Trail within a reasonable period of time upon notification of such complaints.

21. Indemnity.

A. The County agrees to indemnify, defend and hold harmless Owner, its officers, agents and employees from and against any damage, liability, claim, settlement, cost and expense, award, judgment, damage, fine, fee, or other loss suffered by Owner, arising out of (1) any injury and/or loss and/or damage caused by the negligent acts or omissions, or intentional misconduct of the County or its agents, employees, contractors, subcontractors, assigns or successors-in-interest, in the construction and maintenance of the Trail and the performance of its responsibilities hereunder; or (2) any personal injury or death or property damage occurring on the Property resulting from the use of the Trail on the Property after the date of this Agreement by the County or any of its agents, employees, licensees, contractors, subcontractors and invitees; provided however, that such injury or damage was not caused by the sole negligence or willful misconduct of Owner.

B. This Agreement is intended to comply with the Recreational Use of Land and Water Act, Act of February 2, 1966, P.L. (1965) 1860, No. 586, as amended, 68 P.S. §477-1 *et seq.* (as may be amended from time to time).

22. Insurance.

A. In addition to the indemnifications contained in Paragraph 21, but not in limitation thereof, the County agrees to carry and maintain the following policies of insurance with companies acceptable to Owner:

i. Commercial General Liability Insurance with coverage consistent with ISO form CG001 (12/04) with limits of not less than Four Million Dollars (\$4,000,000) per occurrence for bodily injuries to or death of one or more persons (including but not limited to coverage for claims against Owner for injuries to employees of the County or to employees of the County's contractors or subcontractors), and/or property damage arising from premises, operations, independent contractors, products/completed operations, personal injury/advertising injury and blanket

contractual liability.

ii. Workers Compensation insurance with statutory limits, as required by the Commonwealth of Pennsylvania and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence.

iii. Automobile Liability in an amount of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury or death (including but not limited to coverage for claims against Owner for injuries to employees of the County or to employees of the County's contractors or subcontractors), and property damage, covering all owned, leased, rented or non-owned vehicles, which shall include automobile contractual liability coverage.

iv. The County may substitute lower limits of One Million Dollars (\$1,000,000) for commercial general liability and Five Hundred Thousand Dollars (\$500,000) for automobile liability listed above, provided that the County maintains an umbrella or excess liability policy or policies which provide a total minimum limit of Five Hundred Thousand Dollars (\$500,000) for automobile liability and Three Million Dollars (\$3,000,000) for general liability, and that such umbrella or excess policy or policies satisfy all other requirements of this insurance clause.

B. The insurance required above shall name the Owner, its officers, directors, agents and employees, as additional insured (except Workers Compensation and Automobile Liability), be primary insurance for all purposes, contain cross-liability provisions and provide for a waiver of all rights of subrogation to the extent of such insurance coverage. Certificates of insurance shall be delivered to Owner within ten (10) days after the signing of this Agreement, together with a certification of the insurance company or companies that the policy or policies shall not be canceled or suspended by the insurance company or companies without ten (10) days prior written notice from the insurance company or companies to Owner. Thereafter, duplicate policies or certificates of insurance shall be delivered to Owner at least ten (10) days prior to the expiration of the then current policy or policies of insurance. The amount or type of insurance may be revised by Owner in a manner that is commercially reasonable for similar properties at such time from time to time by giving notice thereof to the County.

23. Taxes.

A. The County shall pay all real property taxes and other charges and assessments levied upon or assessed against Owner or the Property caused by this Agreement or the construction of the Trail or the improvements constructed by the County on the Property associated with the Trail and shall save Owner harmless from any such taxes, charges and assessments at its sole cost and expense.

B. The County agrees that no charge or assessment shall be made or imposed upon Owner or the Property for the cost of installing the Trail or improvements

and shall save Owner harmless from any such charge or assessment at Montgomery County's sole cost and expense.

24. **PECO Blanket Mortgage.**

This Agreement is made under and subject to the lien of the First and Refunding Mortgage dated as of May 1, 1923, of the Counties Gas and Electric Company (to which PECO Energy Company is Successor) to Fidelity Trust Company (to which US Bank, National Association is Successor) as the same has been heretofore and may hereafter be amended and supplemented for the security of the presently outstanding bonds of Owner and other and additional bonds which may hereafter be issued and outstanding under said Mortgage as so amended and supplemented.

25. **PUC 507 Approval.**

Owner shall file a copy of this Agreement with the Pennsylvania Public Utility Commission ("PUC") promptly upon the execution hereof, the 33rd day after such filing shall be the effective date hereof (the "Effective Date"), 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 Owner only after approval by the PUC. Owner shall provide to the County a copy of the approval of this Agreement by the PUC and shall memorialize in writing to the County the Effective Date.

26. **Covenants Running with the Land.**

The covenants and obligations of this Agreement shall be covenants running with the Property and the parties hereto agree for themselves and their successors and assigns that in any deed of conveyance of all or any portion of the Property to any person, partnership, corporation, or other entity that said covenants and obligations shall be incorporated herein by reference to this Agreement and the recording hereof as fully as if the same were contained therein.

27. **Enforcement.**

If any party determines that this Agreement is being or has been violated by another party, the non-defaulting party may, in addition to other remedies available at law or in equity, seek injunctive relief to specifically enforce the terms of this Agreement or to restrain present or future violations of this Agreement. If any party has to resort to legal action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its legal fees and costs from the defaulting party.

28. **Notices.**

Any notice or other communication given hereunder or pursuant hereto shall be in writing and shall be personally delivered (in which event such notice shall be deemed

effective only upon such delivery), or sent by a nationally-recognized overnight delivery service (which provides a receipt of delivery), or delivered by mail, sent by registered or certified mail, postage prepaid, return receipt requested, to such party at the address set forth below:

If to the County: Stephen Fromnick
Director of Facilities
17 N. Church Street, Suite 167
P.O. Box 2748
West Chester, Pennsylvania 19380-0991

With a copy to: Chester County Solicitor
2 N. High Street
West Chester, Pennsylvania 19382

If to Owner: PECO Energy Company
Attention: Director, Real Estate & Facilities
2301 Market Street
Philadelphia, Pennsylvania 19103

With a copy to: Exelon Business Services Company
2301 Market Street
Philadelphia, PA 19103
Attn: John C. Halderman, Associate General
Counsel

All notices shall be deemed given when received. A party may change its address by giving notice of such change in the manner herein provided by giving notice. Unless and until such written notice is received, the last address and addressee stated by written notice, or as provided herein if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

29. **Rent.**

The County shall pay Owner rent of Five Hundred Dollars (\$500) annually in advance, while this Agreement remains in effect. The first payment shall be made at signing, and all additional payments shall be made to Owner on or before the 1st day of each November this Agreement is in effect.

30. **Miscellaneous Provisions.**

A. **Recording.** This Agreement shall not be recorded in the Office of the Recorder of Deeds for Chester County or any other public office. The parties will execute and file of record a memorandum of this agreement substantially in the form which is attached hereto as Exhibit "D". The County shall be responsible for all recording costs, fees or taxes.

B. Waiver. No waiver by either party of any breach or default on the part of the other of any terms, covenants, or conditions of this Agreement shall be deemed or construed to constitute a waiver of any subsequent similar breach or default.

C. Severability. If any provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement (or the application of such provision to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Agreement, unless specifically conditioned upon such invalid or unenforceable provision, shall be valid and enforceable to the fullest extent permitted by law.

D. Amendment. This Agreement may not be amended except by written instrument signed and acknowledged by the County and Owner.

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

F. Integration. This Agreement, together with the Exhibits attached hereto, each of which is incorporated herein by this reference, sets forth the entire agreement among the parties with respect to the subject matter hereof.

G. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

H. Assignment. The County may not assign its rights under this Agreement without the prior written consent of Owner.

I. Waiver. Owner understands that it is entitled to receive just compensation and to be informed of an estimate of just compensation by receiving an appraisal of the value of the Lease and the value of the Temporary License granted to the County in this Agreement. Owner waives its right to receive an appraisal of the value of the Lease and Temporary License conveyed in this Agreement and waives the right to be compensated for the Lease of the Trail and the grant of the Temporary License.

J. Counterparts. This Agreement 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 NEXT PAGE

IN WITNESS WHEREOF, the parties hereto executed this Agreement the day and year first above written.

ATTEST:

[Signature]
Assistant Corporate Secretary

By:

PECO ENERGY COMPANY

[Signature]
Name: Michael A. Williams
Title: Director, Real Estate & Facilities

APPROVAL
R
E
F
[Signature]

ATTEST:

[Signature]
Chief Clerk

THE COUNTY OF CHESTER

[Signature]
Terence Farrell, Chairman

[Signature]
Kathy Cozzone, Vice Chairman

[Signature]
Ryan A. Costello, Commissioner

CONTRACT ID: 13352

COMMONWEALTH OF PENNSYLVANIA :
 :
 : SS
COUNTY OF ~~MONTGOMERY~~ CHESTER :

On this, the 5th day of May, 2011, before me, the undersigned officer, personally appeared Terence Farrell, Kathi Cozzone and Ryan A. Costello, who acknowledged themselves to be the Chairman and Members of the Board of Commissioners of **THE COUNTY OF CHESTER**, respectively and that they, being authorized to do so, executed the within instrument for the purposes therein contained.

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

Mary C. Lloyd
NOTARY PUBLIC

MY COMMISSION EXPIRES:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
MARY C. LLOYD, Notary Public
West Chester Boro., Chester County
My Commission Expires June 15 2011

EXHIBIT "D"

MEMORANDUM OF LEASE

APR 24 11 25 AM '69

This Indenture made the 21st

day of April in the year of our Lord one thousand nine hundred and sixty-nine (1969) — Between BURROUGHS CORPORATION,
a corporation of the State of Michigan,

(hereinafter called the Grantor -), of the one part, and
PHILADELPHIA ELECTRIC COMPANY, a corporation of the Commonwealth

of Pennsylvania, (hereinafter called the Grantee -), of the other part;

Witnesseth, That the said Grantor — for and in consideration of the sum of
FORTY THOUSAND DOLLARS (\$40,000.00), lawful
money of the United States of America, unto it well and truly paid by the said
Grantee — at and before the sealing and delivery of these presents, the receipt whereof is
hereby acknowledged, has granted, bargained, sold, aliened, enfeoffed, released and
confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release and
confirm unto the said Grantee, its Successors and Assigns,

ALL THAT CERTAIN tract or parcel of ground, situate in the
Township of Tredyffrin, County of Chester, Commonwealth of Pennsylvania,
bounded and described in accordance with a plan dated March
3, 1969, made by Philadelphia Electric Company from a survey and
plan made by Henry S. Conroy, Inc., Division of Chester Valley
Engineers, dated January 3, 1967, as follows:

BEGINNING at a point at the intersection of the southeasterly
side of relocated Matthews Road and the title line within the bed
of Matthews Road, as existing, and extending thence from said point
of beginning along the title line within the bed of Matthews Road,
as existing, dividing ground of Burroughs Corporation, herein
described, from ground of Winfield W. Hughes and ground of William
H. Edwards S. 24° 51' 20" E. 287.26 feet to an iron pin; thence
along ground of Malvern Holding Company the two (2) following
courses and distances: (1) S. 77° 46' 30" W., crossing an iron pin
set 16.91 feet southwest of the last mentioned point, 945.00 feet
to a monument and (2) N. 23° 50' 30" W. 275.01 feet to a point on
the southerly side of relocated Matthews Road; thence along the
southerly side of relocated Matthews Road, the seven (7) following
courses and distances: (1) N. 77° 43' 06" E. 155.70 feet to a
point; (2) S. 12° 16' 54" E. 5.00 feet to a point; (3) N. 77° 43'
06" E. 400.00 feet to a point; (4) N. 12° 16' 54" W. 10.00 feet to
a point; (5) N. 77° 43' 06" E. 200.00 feet to a point; (6) N. 12°
16' 54" W. 5.00 feet to a point and (7) N. 77° 43' 06" E. 181.87
feet to the first mentioned point and place of beginning.

CONTAINING 5.8576 acres, more or less.

376,390

T 38 500

BEING part of the same premises which ELMER G. SEGNER and RUTH H. SEGNER, his wife, by Indenture bearing date the 25th day of April, A.D. 1955, and recorded in the Office for Recording of Deeds &c., in and for the County of Chester, aforesaid, in Deed Book N-27, page 159 &c., granted and conveyed unto BURROUGHS CORPORATION, in fee.

Together with all and singular the _____ improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever therunto belonging, or in any wise 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 said Grantor—, in law, equity, or otherwise howsoever, of, in, and to the same and every part thereof.

To have and to hold the said lot / or piece _____ tract _____ of ground above described, _____ hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its Successors _____ and Assigns, to and for the only proper use and behoof of the said Grantee, its Successors _____ and Assigns forever.

And the said Grantor, for itself and its Successors _____ Does _____ by these presents covenant, grant and agree to and with the said Grantee, its Successors _____ and Assigns, that it, _____ the said Grantor and its _____

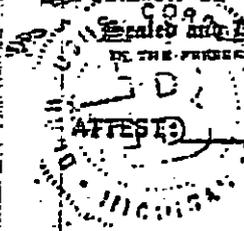
_____ Successors all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its Successors _____ and Assigns, against it, _____ the said Grantor and its _____

Successors, and against all and every other Person and Persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under it, them, _____ or any of them, Shall and Will _____

WARRANT and forever **DEFEND**.

In Witness Whereof, the said BURROUGHS CORPORATION has caused its _____ or corporate seal to be hereunto affixed, duly attested, the _____ day and year first above written.

Sealed and Delivered
IN THE PRESENCE OF US:



[Signature]
Secretary

BURROUGHS CORPORATION

BY: [Signature]
Sr. Vice President

STATE OF MICHIGAN
~~COMMONWEALTH OF PENNSYLVANIA~~ } SS
 COUNTY OF WAYNE

On this the 21st day of April 1969, before me,

H. G. Bowles
 personally appeared
 who acknowledged himself to be the Sr. Vice President of BURROUGHS CORPORATION
 a corporation, and that he as such Vice President, being
 authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the
 same of the corporation by himself as Vice President.

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



ELLA M. MANTER
 Notary Public, Wayne County, Mich.
 My Commission Expires Dec. 13, 1971

Ella M. Mantele
 Notary Public

REAL ESTATE TRANSFER TAX Title of Office

PAID ON \$40,000.00

Jessie E. Handberg

No. 6566 RE 3623
 DELAWARE VALLEY TITLE SEARCHES, INC.

12-20
RED

BURROUGHS CORPORATION, of
 the State of Michigan

- to -

PHILADELPHIA ELECTRIC
 COMPANY

ROLL
 2

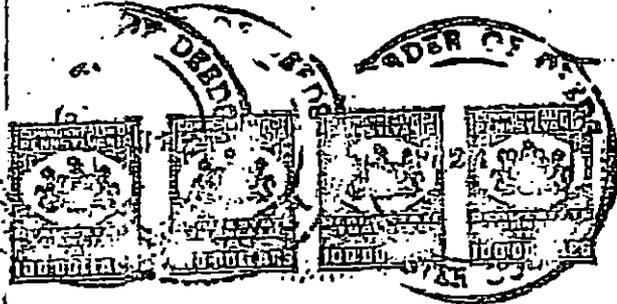
No. 2117
 7th & Locust Co. 11 N. 11th St., Philadelphia

PREMISES

Tredyffrin Township
 Chester County
 Pennsylvania

12-2-66

cmg/ll



PATENT	
INTERESTED PARTY	
	4-16-69

Has inches 6 2
 in 20 BK T-38 pg. 520

T 38 522

The residence of the within-named Grantee is
 1000 Chestnut Street
 Philadelphia, Pennsylvania, 19105

P. W. Kennedy
 On behalf of said Grantee

P.I. STA. 272+05.16
 Δ - 30° 00' 00" LT
 D - 159' 09' 18"
 L - 18.85'
 T - 9.65'
 R - 36.00'
 E - 1.27'

P.I. STA. 272+25.64
 Δ - 29° 00' 18" RT
 D - 159' 09' 18"
 L - 18.22'
 T - 9.31'
 R - 36.00'
 E - 1.18'

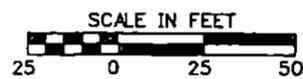
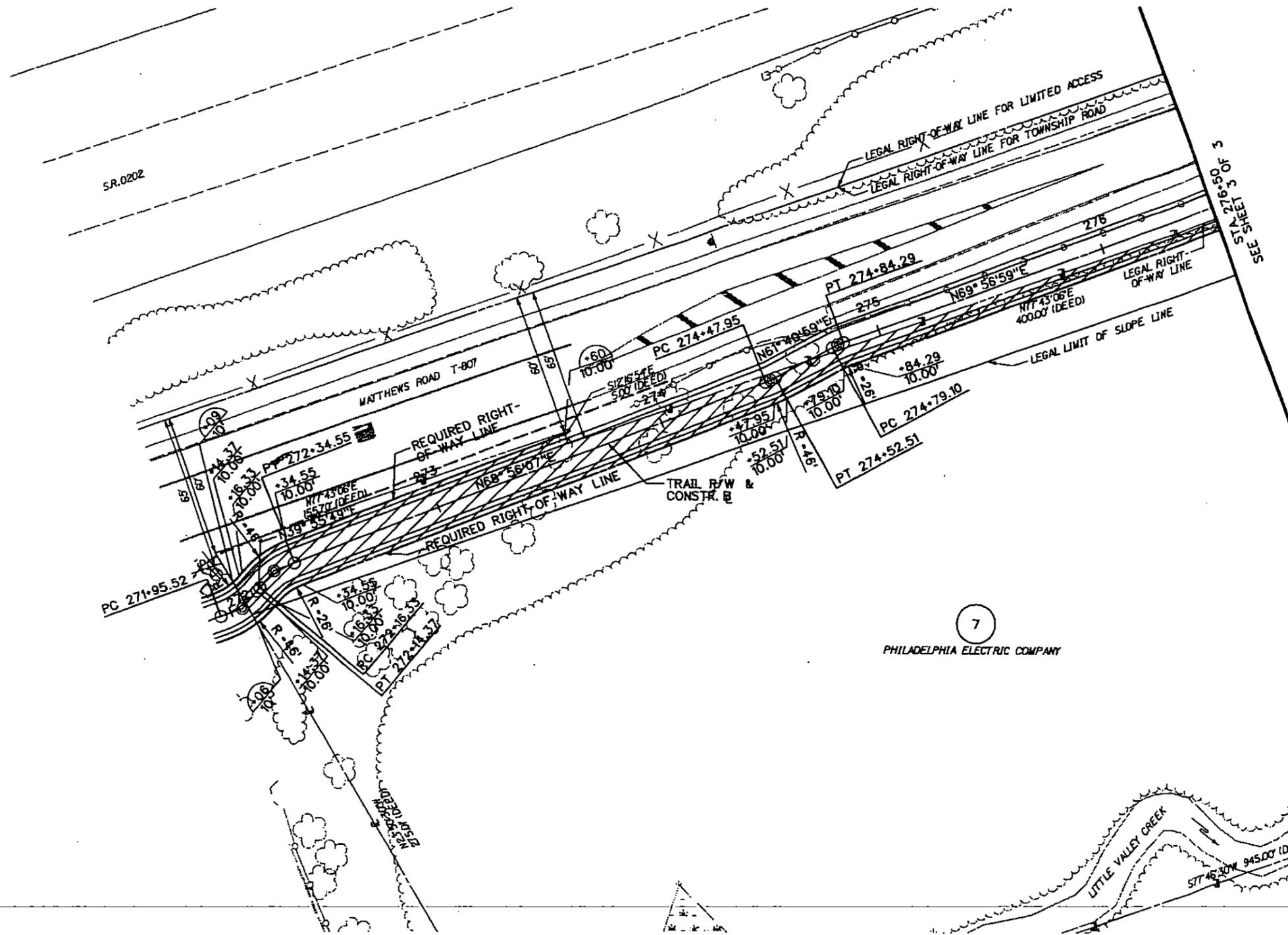
P.I. STA. 274+50.23
 Δ - 7° 15' 08" LT
 D - 159' 09' 18"
 L - 4.56'
 T - 2.28'
 R - 36.00'
 E - 0.07'

P.I. STA. 274+81.70
 Δ - 8° 16' 00" RT
 D - 159' 09' 18"
 L - 5.19'
 T - 2.60'
 R - 36.00'
 E - 0.09'

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
6-0	CHESTER	9802	TE4 R/W	57 OF 74
TREDYFFRIN TWP.				
REVISION NUMBER	REVISIONS	DATE	BY	

LEGEND

 REQUIRED RIGHT-OF-WAY



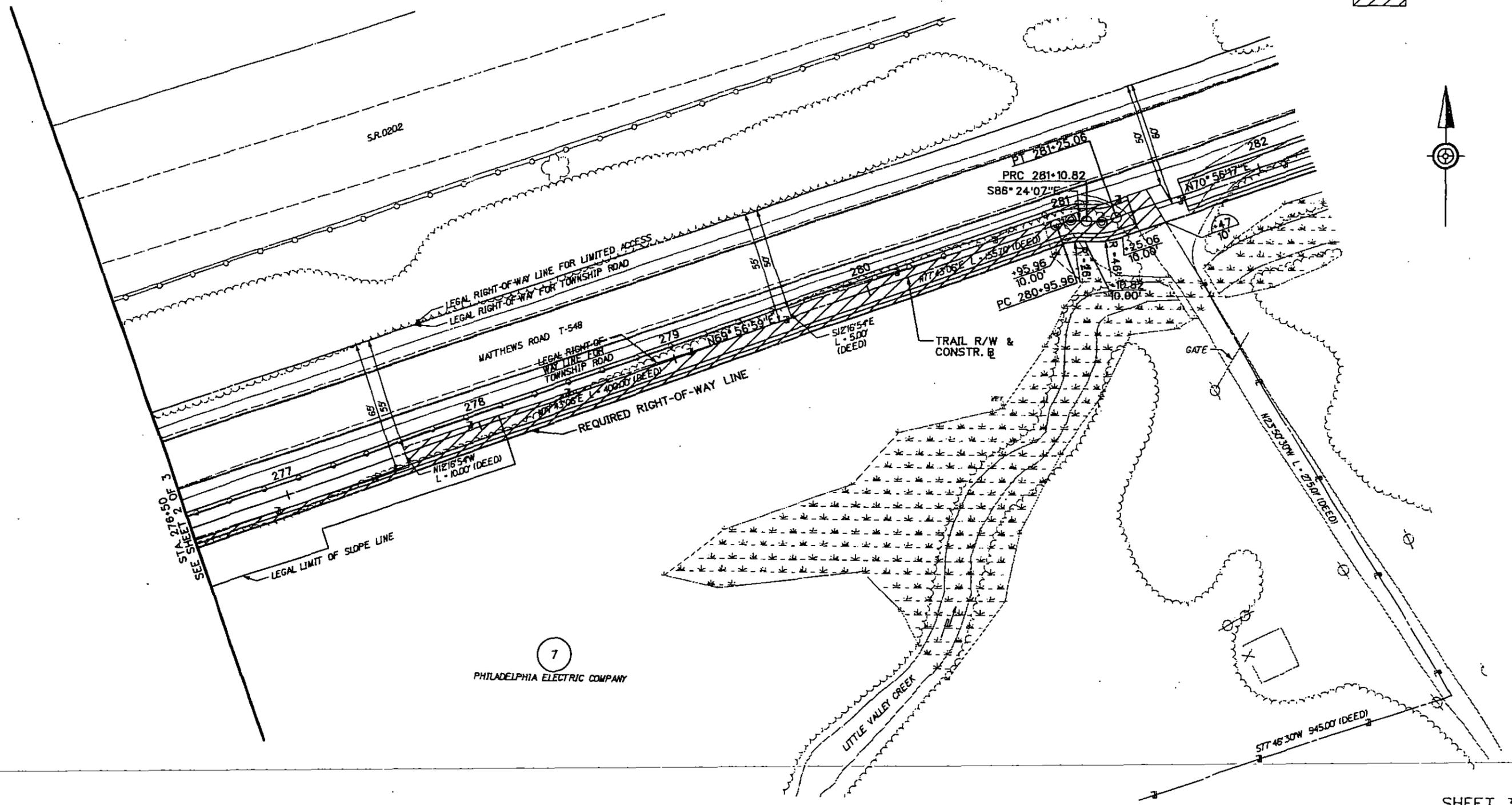
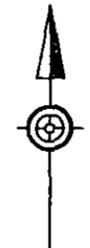
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DISTRICT	COUNTY	ROUTE	SECTION	SHEET
6-0	CHESTER	9802	TE4 R/W	58 OF 74
TREDYFFRIN TWP.				
REVISION NUMBER	REVISIONS	DATE	BY	

P.I. STA 281+03.50
 Δ - 23° 38' 53" RT
D - 159' 09" 18"
L - 14.86'
T - 7.54'
R - 36.00'
E - 0.78'

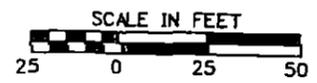
P.I. STA 283+86.34
 Δ - 26° 42' 55" RT
D - 114' 35' 30"
L - 23.31'
T - 11.87'
R - 50.00'
E - 1.39'

LEGEND
 REQUIRED RIGHT-OF-WAY



STA. 276+50 OF 3
SEE SHEET 2 OF 3

7
PHILADELPHIA ELECTRIC COMPANY



SHEET 3 OF 3

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**INFORMATION REQUIRED TO EVALUATE PROPOSED
TRANSMISSION LINE RIGHTS-OF-WAY SECONDARY USES
PECO ENERGY COMPANY AND ITS SUBSIDIARIES**

PECO Energy Company (PECO Energy) considers proposed secondary uses of transmission line rights-of-way in accordance with its electric construction standards S-7072, Secondary Uses for Rights-of-Way Along Electric Transmission Lines* and S-7074, General Conditions Regulating Approved Secondary Uses for Transmission Line Rights-of-Way of PECO Energy Company and its Subsidiaries respectively. In order to properly evaluate these proposed secondary uses, PECO Energy requires that certain information be submitted to its Real Estate Department as follows:

1.0 PRELIMINARY PLANS

PECO Energy will accept for review and comment a preliminary sketch or concept plan prepared in advance of formal drawings for the purpose of determining the feasibility of a particular right-of-way use. This plan shall indicate the proposed use and general location in relation to PECO Energy's facilities. Six (6) copies of this preliminary report shall be submitted to PECO Energy Real Estate Department, 2301 Market Street, Philadelphia, PA 19101.

2.0 FINAL DRAWINGS - Submission of the final drawings shall be required before PECO Energy will consider granting final approval of the project and before any work may begin on PECO Energy property. Six (6) copies of the final drawings containing the following information shall be submitted for approval to the PECO Energy Real Estate Department.

- 2.1 Location of all PECO Energy transmission and distribution structures, including identification numbers, poles, guys manholes, and all underground facilities.
- 2.2 Grade elevations at the base of all PECO Energy facilities.
- 2.3 Proposed road and parking lot details including location, type of construction, grade elevations, drainage plans, and the location of any cuts, sidewalks or protective barriers.
- 2.4 The location and height of all proposed street lights.
- 2.5 Where regarding is necessary, include both existing and final grades on the plans.
- 2.6 Where plantings are proposed, the location, number and species shall be specified.
- 2.7 The location, size, and, depth of all proposed underground facilities such as water and sewer lines shall be specified.

**INFORMATION REQUIRED TO EVALUATE PROPOSED
TRANSMISSION LINE RIGHTS-OF-WAY SECONDARY USES
PECO ENERGY COMPANY AND ITS SUBSIDIARIES
ELECTRIC CONSTRUCTION STANDARDS**

Revised 6/95

2.8 All plans shall be drawn to a suitable scale and elevations shall be referenced to U.S Coast & Geodetic datum or other datum acceptable to PECO Energy.

3.0 SAFETY - All plans and drawings, preliminary and final, involving work in the vicinity or PECO Energy electric lines must include the following:

CONTACT WITH POWER LINES CAN RESULT IN DEATH OR SERIOUS BURNS, TREAT ALL OVERHEAD POWER LINES AS ENERGIZED AND POTENTIALLY DANGEROUS. All contractors and subcontractors must obtain copies of PECO Energy Electric Construction Standard S-7070, "Conditions for Working In the Vicinity of Electric Transmission Lines of PECO Energy and its Subsidiaries" and comply with its provisions.

4.0 REFERENCES

4.1 PECO Energy Company Construction Standards

- 4.1.1 S-7070: "Conditions for Working in the Vicinity of Electric Transmission Lines of PECO Energy and Its Subsidiaries"
- 4.1.2 S-7072: "Secondary Uses for Rights-of-Way Along Electric Transmission Lines"
- 4.1.3 S-7074: "General Conditions Regulating Approved Secondary Uses for Transmission Line Rights-of-Way of PECO Energy Company and Its Subsidiaries"

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SECRETARY'S BUREAU

**INFORMATION REQUIRED TO EVALUATE PROPOSED
TRANSMISSION LINE RIGHTS-OF-WAY SECONDARY USES
PECO ENERGY COMPANY AND ITS SUBSIDIARIES
ELECTRIC CONSTRUCTION STANDARDS**

Revised 6/95

J. Waldman **Exelon®**

Business Services
Company

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



*Rosemary Chiavetta, Secretary
PA Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265*