



Direct Dial No: (215) 841-4534

Fax No. (215) 841-4474

July 13, 2012

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

RE: Easement Agreement between PECO Energy Company and
the Township of Cheltenham, Montgomery County, Pennsylvania

Dear Ms. Chiavetta:

Enclosed for filing and approval pursuant to §507 of the Public Utility Code is an original and one copy of an Easement Agreement between PECO Energy Company and the Township of Cheltenham regarding the installation of a Tower Gateway Base Station (TGB) Site.

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,

A handwritten signature in black ink, appearing to read "Merrick L. Friel".

Merrick L. Friel
Senior Legal Analyst

Enclosures

cc: Daniel F. Pacheco

RECEIVED
2012 JUL 16 AM 11:16
PA P.U.C.
SECRETARY'S BUREAU

PREPARED BY: PECO Energy Company
2301 Market Street, N3-3
Philadelphia, PA 19103
(215) 841- 5388

RETURN TO: Commonwealth Land Title Insurance Co.
1700 Market Street, Suite 2110
Philadelphia, PA 19103

UPN# part of 31-00-30082-001

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

EASEMENT AGREEMENT

This Easement Agreement (the "Agreement") is made this 28TH day of June, 2012 (the "Effective Date") by and between the **TOWNSHIP OF CHELTENHAM**, a Pennsylvania political subdivision with its principal offices located at 8230 Old York Road, Elkins Park, Pennsylvania 19027 (the "Grantor"); and **PECO ENERGY COMPANY**, a Pennsylvania corporation with its principal offices located 2301 Market Street, N3-3, Philadelphia, PA 19103 (the "Grantee").

BACKGROUND:

A. Grantor is the record owner of the property designated as 8128 Old York Road, Elkins Park, Cheltenham Township, Montgomery County, Pennsylvania, further identified as Montgomery County Tax Map Parcel No. 31-00-30082-001 (the "Property").

B. Subject to the terms and conditions of this Agreement, Grantor wishes to grant to Grantee an easement on the Property in that certain six (6) feet by twelve (12) feet area (the "Premises") for the purposes set forth in this Agreement, as well as the right of ingress and egress through an access road located on the Property for the purposes of accessing the Premises. The Premises are more fully identified in the plan labeled Exhibit "A," which is attached to this Agreement and incorporated by reference herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Grantor and Grantee agree as follows:

1. Grant of Easement. Grantor hereby grants unto Grantee, its successors and assigns, an easement ONLY for the right to erect, construct, install, use, inspect, maintain, repair, renew and remove a pole (not to exceed NINETY (90) feet) for mounting antennas, equipment cabinet and concrete pad, all enclosed with a gated eight (8) foot tall fencing and other appurtenances (collectively the "Facilities") in and on the Premises as necessary for the establishment of a tower gateway base station site as part of Grantee's advanced metering infrastructure system. The Facilities and the Premises are shown on the plan attached hereto as Exhibit "A."

2. Other Easement Rights. Grantor further hereby grants unto Grantee the right of ingress and egress to, from and over the said Premises by means of the access road traversing the Property as shown on Exhibit "A" to ensure access for periodic inspections, repairs and maintenance, as required, of the Facilities; and the right to trim and keep trimmed, in a workmanlike manner, all trees and branches of trees on the Property that are located within Ten feet of any portion of the Facilities, when such trimming is deemed necessary by Grantee to provide sufficient clearance for the protection of the Facilities.

3. Alternate Use; Non-Interference.

a. In the event the Facilities and Premises are ever used to facilitate and/or provide wireless communication transmission and receiving equipment under FCC license for providing non-utility cellular and/or telecommunications services (the "Alternate Use"), Grantee and/or any party acting with the permission of Grantee shall secure all necessary approvals and permits from Grantor and any other governmental agency with jurisdiction for the installation and operation of such Alternate Use prior to commencing such Alternate Use.

b. Grantee shall operate its Facilities, and any Alternate Use facilities, in a manner that will not cause substantial interference to Grantor, to any other government agency, or to any other entity conducting operations on the Property.

4. Facilities / Premises Sub-Leasing.

a. In the event Grantee leases, licenses or makes space available within or on the Premises and/or Facilities, or enters into any sublease, license or other collocation agreement of the Facilities and/or Premises with a third-party ("Additional Collocator") for an Alternate Use subsequent to the Effective Date of this Agreement, Grantee shall pay Grantor an amount equal to 20% of each payment, regardless of the payment interval (i.e. monthly, annual, one-time, other), under such sublease, license or other collocation agreement (the "Collocation Fee").

b. Grantee shall notify Grantor in writing at least fifteen (15) days prior to the commencement date (as defined therein) of each license, sublease or other collocation agreement with an Additional Collocator. Each payment of the Collocation Fee shall be due with each regular payment due after the commencement date (as defined therein) of each sublease, license or other collocation agreement with an Additional Collocator. In the event a sublease, license or other collocation agreement with an Additional Collocator expires or terminates, Grantee's obligation to pay the Collocation Fee for such sublease or license shall terminate upon the date of such expiration or termination. Grantee shall notify Grantor in writing within fifteen (15) days of such expiration or termination. Notwithstanding anything contained herein, no Collocation Fee shall be due for any sublease or transfer to any subsidiary, parent or affiliate of Grantee, if such sublease or transfer does not result in additional equipment on the pole.

c. Subject to the terms and conditions of this Agreement and subject to all permitting, ordinance and code requirements of the Grantor and any other governmental agency with jurisdiction, Grantee has the sole and absolute right to enter into, renew, extend, terminate,

amend, modify, reduce rent, or allow the early termination of any future or existing subleases, licenses or collocation agreements for occupancy on the Facilities, all on such terms as Grantee deems advisable, notwithstanding that such decisions may affect the amounts payable to the Grantor.

5. Easement Termination Provisions.

a. Grantee shall have the right to terminate this Agreement, at any time, with or without cause, by providing Grantor with at least one hundred eighty (180) days prior written notice to Grantor. In addition, the easements granted by this Agreement shall terminate and be forever extinguished if Grantee shall (a) cease to use the Facilities for the purposes set forth in this Agreement for a continuous period in excess of one hundred eighty (180) days; or (b) fail to cure, or commence and diligently pursue a cure of, a breach of this Agreement following ninety (90) days written notice of such breach from Grantor.

b. Upon termination, Grantee shall promptly remove the Facilities, restore the Premises and Property to their grade and contour as they existed at the time PECO installed the facilities and deliver to Grantor a recordable termination of easement agreement in a form acceptable to Grantor. Thereafter, this Agreement shall become null and void and neither party shall have any further rights or duties hereunder.

6. Insurance.

Grantee, at its sole cost and expense, shall provide and maintain, during any term of this Agreement, commercial general aggregate liability insurance coverage of TWO MILLION and 00/100 Dollars (\$2,000,000.00) with combined single limit coverage of ONE MILLION and 00/100 Dollars (\$1,000,000.00), or such other commercially reasonable limits necessary to protect Grantor's interests. Grantee shall name Grantor as an additional insured on Grantee's insurance policy and provide Grantor with an insurance certificate showing Grantor as an additional insured upon demand. Grantee shall maintain workers' compensation insurance as required by applicable Pennsylvania law. Grantee shall have the right to self-insure for the required coverage.

7. Indemnification.

Grantee agrees to indemnify and hold harmless Grantor from any and all claims, damages, costs and expenses, including reasonable attorney's fees, resulting from any act or omission of Grantee's employees or the defectiveness of any of Grantee's equipment or material. Notwithstanding the foregoing, this indemnification shall not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities to the indemnified party or anyone claiming through the indemnified party. Grantee acknowledges that it shall not store hazardous or flammable material on the property. Notwithstanding anything to the contrary in this Agreement, the parties hereby confirm that the provisions of this section shall survive the expiration or termination of this Agreement.

8. Miscellaneous Provisions.

a. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement.

b. The persons signing below on behalf of the respective parties represent that they have all due authority to enter into this Agreement as a legally enforceable contract.

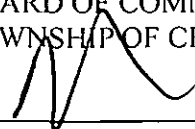
c. This Agreement shall run with the land and be recorded of public record.

d. Grantee shall file a copy of this Agreement with the Pennsylvania Public Utility Commission promptly upon the execution hereof, the 33rd day after such filing shall be the effective date hereof, 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, this Agreement shall become effective as to Grantee only after approval by the Pennsylvania Public Utility Commission.

IN WITNESS WHEREOF, Grantee and Grantor have caused this Agreement to be duly executed on the day and year first written above.

GRANTOR:

BOARD OF COMMISSIONERS
TOWNSHIP OF CHELTENHAM



By: Art Haywood
Title: President
Date: 6-20-12

GRANTEE:

PECO ENERGY COMPANY



By: M.A. Williams
Title: Director, Real Estate & Facilities
Date: 6-28-2012

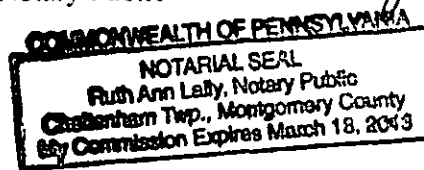
APPROVED
RE <u>DTP</u>
FOR <u>Oil</u>
M <u>W</u>

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF MONTGOMERY :

ON THIS, the 20th day of June, 2012, before me the undersigned officer, personally appeared **Art Haywood**, known to be the person whose name is subscribed to the within instrument and who acknowledged himself to be the President of the Board of Commissioners of the Township of Cheltenham and that as such officer, being authorized to do so, executed the same for the purposes therein contained.

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


Notary Public



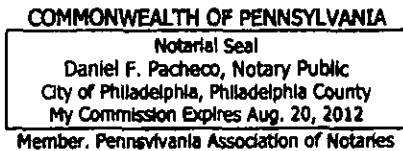
COMMONWEALTH OF PENNSYLVANIA :

: ss.

COUNTY OF PHILADELPHIA :

ON THIS, the 20th day of June, 2012, before me the undersigned officer, personally appeared **M.A. WILLIAMS**, who acknowledged himself to be the Director, Real Estate & Facilities, of PECO Energy Company, a Pennsylvania corporation and that he as such Director, Real Estate & Facilities, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Director, Real Estate & Facilities.

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



Daniel F. Pacheco
Notary Public

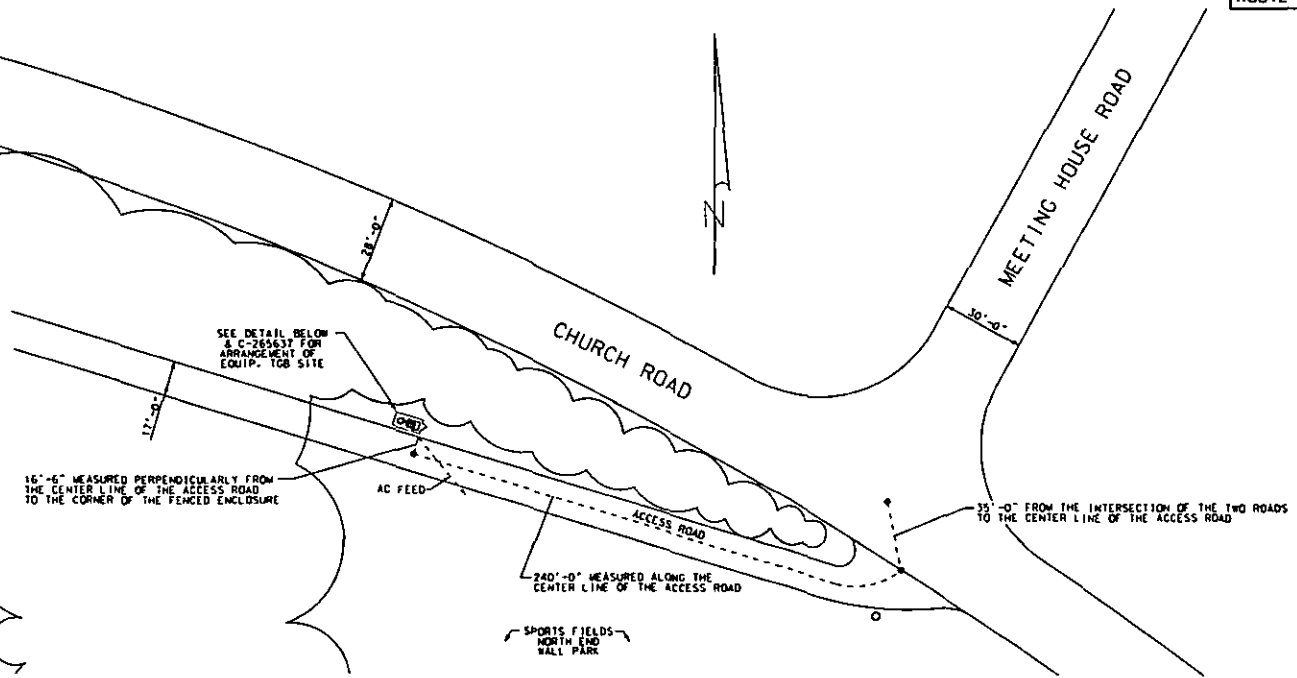
I hereby certify that the address of the above-named Grantee is:

PECO ENERGY COMPANY
2301 Market Street, N3-3
Philadelphia, PA 19103

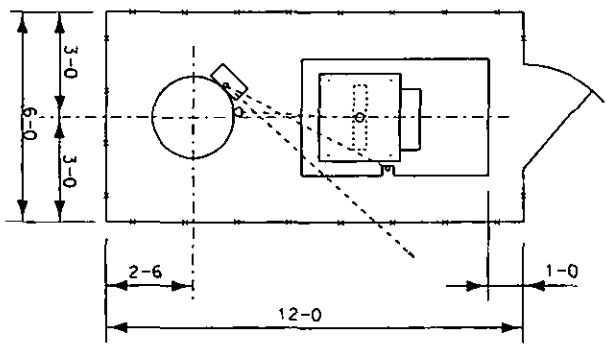
Daniel F. Pacheco

PE10623
DFP 5/21/2012

EXHIBIT "A"



TGB SITE PLAN



TGB SITE ARRANGEMENT DETAIL

NOTES:

- 1 - FOR FENCE REQUIREMENTS REFER TO PECO STANDARD ES-1101 "CHAIN LINK FENCE" WITH TWO EXCEPTIONS:
 - a. 1/2" BARBED WIRE
 - b. INSTALL GREEN PRIVACY FENCE INSERTS ON ALL FENCING.

REFERENCE DRAWINGS:

- C-265582 TGB FOUNDATION DETAILS
- C-265637 ARRANGEMENT OF EQUIPMENT, TGB SITE INSTALLATION

CHELTENHAM TGB SITE
TAX PARCEL #31-00-30082-001
CHELTENHAM TOWNSHIP, PA

PA P.U.C.
SECRETARY'S BUREAU
2012 JUL 16 PM 12:46

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TABLE OF ADDITIONS & CHANGES		DATE	
NO.	DESCRIPTION	BY	DATE
01	ECN 150854 ADDED THIS SHEET	C.C.	7/16/12

PHYSICAL				
ARRANGEMENT OF EQUIPMENT				
TGB SITE INSTALLATION				
CHELTENHAM TGB SITE				
PECO Energy Company				
SCALE	DESIGN	CLRD	CHECKED	DATE
APPROVED	APPROVED	APPROVED	APPROVED	DATE
APPROVED	APPROVED	APPROVED	APPROVED	DATE
APPROVED	APPROVED	APPROVED	APPROVED	DATE
SHEET 1 OF 1			C-267144-A1	

CLASS

FIRST CLASS

FIRST CLASS



First Class Mail



2301 Market Street, S23-1
Philadelphia, PA 19103

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

FIRST CLASS

FIRST CLASS