

AGREEMENT OF SALE  
By and Between  
PECO Energy Company  
And  
South Coventry Township

Premises: South Coventry Township,  
Chester County, Pennsylvania

<u>Section</u>	<u>Title</u>	<u>Page</u>
1.	Purchase and Sale	3
2.	Purchase Price	3
3.	Title	4
4.	Premises Description	6
5.	Apportionments	6
6.	Settlement	6
7.	Events to Occur at Settlement	7
8.	Subdivision Approval	7
9.	Seller's Management Approval	8
10.	Condemnation; Assessments; Zoning	8
11.	Casualty	9
12.	Environmental Matters	9
13.	Notices	12
14.	Broker's Commissions	13
15.	No Recording	13
16.	Inspections and Representations	13
17.	Public Road Access	13
18.	Assignment by Buyer	13
19.	Time of the Essence	13
20.	Binding Effect	13
21.	Entire Agreement	13
22.	Governing Law	14
Exhibit "A"	Plan of Premises	
Exhibit "B"	Right of Way Grant	

## AGREEMENT OF SALE

THIS AGREEMENT OF SALE (this "Agreement") made as of this <sup>th</sup> 30 day of March, 2016 (the "Effective Date"), by and between PECO ENERGY COMPANY, a Pennsylvania corporation ("Seller") and South Coventry Township ("Buyer") (Buyer and Seller are collectively referred to as the "Parties").

### BACKGROUND

A. Seller is the owner of a certain parcel of ground situate in South Coventry Township, Chester County, Pennsylvania, containing 1.249 acres, more or less, as more particularly shown shaded on the plan attached hereto as Exhibit "A" (the "Premises").

B. Buyer desires to purchase, and Seller desires to sell, the Premises 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, "As Is", and Buyer agrees to purchase, the Premises.

2. Purchase Price.

(a) The purchase price for the Premises is FORTY FIVE THOUSAND DOLLARS (\$45,000.00) (the "Purchase Price") payable as follows:

(i) A deposit of One Thousand Dollars (\$1000.00) at the time of execution of this Agreement (collectively together with accrued interest, the "Deposit") to Land Services USA, as "Escrow Agent".

(ii) The balance of 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 described in Section 6.

(b) The Deposit shall be placed by Escrow Agent in an escrow account in a federally insured bank or savings institution to be applied in accordance with Section 2(c).

(c) (i) If after payment of the Deposit, Buyer is in default in its obligations hereunder, and fails to cure the same with thirty (30) days written notice of default from Seller, Seller shall have the right to terminate this Agreement and retain the Deposit as liquidated damages and not as a penalty (the parties agreeing that the

Deposit represents their best estimate of the damages of Seller in such event, the actual amount of damages being impossible to ascertain) and as the sole and exclusive right and remedy of Seller, and thereafter this Agreement shall become null and void.

(ii) If Seller fails to perform its obligation to settle in accordance with this Agreement, Buyer may, as its sole and exclusive remedy, either (a) demand and receive a refund of the Deposit and thereafter this Agreement shall become null and void or (b) seek specific performance of this Agreement.

(iii) Except as provided in Section (c)(i) above, if this Agreement is rightfully terminated, by Seller, Buyer or both, then the Deposit shall be returned to Buyer and thereafter this Agreement shall become null and void.

(iv) If the transaction set forth herein closes, the Deposit shall be applied at Settlement for the benefit of Buyer towards the Purchase Price.

### 3. Title.

(a) Title to the Premises shall be good and marketable and such as will be insured by a reputable title insurance company ("Title Company") doing business in Pennsylvania at its regular rate, free and clear of all liens, encumbrances, restrictions and easements except as follows:

(i) To easements, rights, covenants, conditions and restrictions of record which are acceptable to Buyer, if any, or otherwise visible (and as contained in this Agreement and which a survey or personal inspection might reveal).

(ii) To ordinances, rules and regulations of governmental or regulatory bodies.

(b) If Buyer purchases title insurance, Buyer shall provide Seller with a copy of a title insurance commitment for the Premises at least ten (10) days prior to Settlement. In the event title is not as agreed, Buyer shall have the option of taking such title as Seller can deliver without abatement of Purchase Price, or of terminating or canceling this Agreement. In the latter event, this Agreement shall be null and void and the Deposit shall be returned to Buyer, provided Buyer has restored the Premises as provided in Section 12(e).

4. Premises Description. It is agreed that the Premises description contained herein is only for the purpose of identifying the Premises. The description in the deed delivered at Settlement shall be in accordance with a survey or subdivision plan to be obtained by and at the expense of Buyer as provided in Section 8(a). Buyer agrees to

provide Seller with a copy of the plan signed by the preparer for Seller's review and acceptance at least thirty (30) days prior to Settlement

5. Apportionments.

(a) Real estate taxes prepaid by Seller shall not be adjusted. Taxes assessed as of settlement but not yet paid, as well as 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 shall be paid one half by Seller and one half by Buyer. 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.

(c) In the event any rollback tax may be assessed against the Premises pursuant to Act 319 or Act 515 or other similar act as a result of the use by Buyer of the Premises other than for farmland, the Seller shall be responsible for payment of such portion of said rollback tax which is attributed to the time period prior to Settlement.

6. Settlement.

(a) Settlement shall take place within one hundred eighty (180) days after the Effective Date, unless extended by mutual consent in writing.

(b) Settlement shall take place at the office of the Buyer or its Title Company, or at some other mutually agreeable location during normal business hours, or through escrow with the Title Company.

7. 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 leases and occupancies, except as set forth in this Agreement, by Special Warranty Deed prepared by Seller and approved by Buyer and its title company. .

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

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

(d) Buyer shall execute and deliver to Seller, in recordable form a right of way grant for electric, gas and telecommunications facilities within and immediately outside the highway limits of the roads abutting the Premises, substantially in the form attached hereto and made a part hereof as Exhibit "B".

8. Subdivision Approval.

(a) It is a condition of Buyer's obligation to make Settlement that Buyer, at Buyer's sole cost and expense, shall obtain, within Ninety (90) days after the Effective Date, all necessary approvals pursuant to the land development and subdivision ordinances of South Coventry Township and/or Chester County for a subdivision of the Premises from the balance of Seller's property pursuant to a subdivision plan approved by Seller.

The subdivision plan and other necessary documents shall be prepared and filed promptly by Buyer and at Buyer's expense within Ninety (90) days after the Effective Date and Buyer agrees to diligently pursue such subdivision approval. Seller shall reasonably cooperate with Buyer in obtaining the subdivision approval. Buyer shall provide Seller with a signed and sealed copy of the subdivision plan (and any revision thereto) for Seller's review and approval prior to filing with the township and/or county. Seller agrees to promptly review such plan and not unreasonably withhold its approval. Buyer shall keep Seller reasonably informed of the progress of such approval proceedings and shall promptly notify Seller if the township and/or county grants or refuses to grant subdivision approval. Buyer shall provide Seller with copies of all such approvals, and record the final subdivision plan at or before Settlement and shall provide Seller with a copy of the recorded final subdivision plan.

(b) If for any reason subdivision approval is not granted within One Hundred Eighty (180) days after the Effective Date and the parties have not agreed to extend the time to obtain such approval then this Agreement shall be null and void and Seller shall cause the Deposit to be refunded to Buyer, provided Buyer did diligently pursue the subdivision approval, otherwise Seller shall have the right to retain the Deposit.

9. Seller's Management Approval.

(a) Seller's obligation to complete Settlement under this Agreement is contingent upon Seller receiving its management's approval of this Agreement within Fourteen (14) days after the Effective Date. Seller's execution of this Agreement does not represent its management's approval as required by this Section. If Seller is unable to obtain its management's approval within Fourteen (14) days from the Effective Date, Seller shall return the Deposit and thereupon shall be under no obligation nor liability to the Buyer, and this Agreement shall be null and void.

**(b) UNLESS SIGNED BY SELLER 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.**

10. Condemnation; Assessments; Zoning.

(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 of this Agreement shall be paid for by Seller and all such work required after the date of this Agreement 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.

(c) To the best of Seller's knowledge the current zoning classification for the Premises is RC.

11. 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).**

12. Environmental Matters.

(a) (i) Buyer, at its sole cost and expense, shall have the right to conduct an independent Phase I environmental assessment of the Premises, which shall be completed within sixty (60) days after the date of this Agreement, to determine whether any Hazardous Substances are present on the Premises. As used in this Agreement, the term Hazardous Substances shall include petroleum and petroleum products and wastes, substances, chemicals or materials designated as toxic or hazardous under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), the Toxic Substances Control Act ("TSCA"), the Pennsylvania Hazardous Sites Cleanup Act ("HSCA"), or any other similar federal, state or local statute, rule or regulation pertaining to environmental regulation, contamination or clean-up. Buyer shall provide

Seller with copies of all environmental assessment reports prepared by or for Buyer within ten (10) days after their receipt by Buyer. If either party is not reasonably satisfied with the contents of the environmental assessment report, either party shall be entitled to terminate this Agreement by giving written notice to the other party within fifteen (15) days after receipt of the environmental assessment report.

(ii) No right is granted hereunder for the Buyer or its contractor performing the Phase I environmental assessment to perform any testing, drilling, core borings or any other type of sampling (collectively "testing") of the Premises without the Seller's prior written approval. Buyer hereby agrees to indemnify Seller against any and all costs and expenses to Seller resulting from Buyer or his contractors performing such testing without Seller's prior written approval. This indemnification shall survive termination of this Agreement.

(b) In connection with the Buyer's Phase I environmental assessment (if any), Buyer assumes all risk of loss or damage of any kind or nature to equipment used for the testing and all risk of injury or death to Buyer's employees, workmen or contractors from any causes whatever in performing such tests. Buyer shall at all times hereafter indemnify, protect and save harmless Seller (and its officers, agents and employees) from and against any and all claims, actions, demands, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) based on injury or damage to the person or property of any person, firm or corporation (including the parties hereto, their officers, agents and employees) and caused by or arising from Buyer's inspection testing and the restoration of the Premises, regardless of whether any such liability, damage, loss or injury is caused by or arises out of the negligence of Seller except for the sole negligence of Seller. This indemnification shall survive Settlement or termination of the Agreement. In addition to the above indemnification but not in limitation thereof, Buyer agrees to carry insurance with limits not less than indicated below, for the duration of Buyer's testing:

Commercial General Liability Insurance (with coverage consistent with ISO Form CG 0001 (12/04) covering liability for bodily injury and property damage arising from premises, operations, independent contractors, personal/advertising injury, and blanket contractual liability for all of Buyer's contractors, subcontractors and their subcontractors (including but not limited to coverage for claims against Seller for injuries to employees of Buyer or its contractors or subcontractor's with limits of not less than \$2,000,000 per occurrence. Such insurance shall name Seller, its officers, agents and employees, as additional insureds; be primary insurance for all purposes; and contain waiver of subrogation provisions.

Evidence of the above insurance shall be forwarded to Seller prior to entry onto the Premises and contain a provision that Seller be notified with at least ten (10) days prior notice, in the event of cancellation of the insurance.

(c) Buyer and its employees, workmen or contractors shall not commit any acts of waste to the Premises and shall restore the Premises to the condition as existed immediately prior to the environmental assessment upon completion of such assessment.

(d) Seller shall also have the right, but not the obligation, to perform an environmental assessment of the Premises and shall provide Buyer with a copy of the environmental assessment report within ten (10) days after Seller receives such environmental assessment report. Thereafter if either party is not reasonably satisfied with the results of Seller's environmental assessment report then either party shall be entitled to terminate this Agreement within fifteen (15) days following Buyer's receipt of such environmental assessment report by giving written notice thereof to the other party. If Buyer elects to rely upon Seller's environmental assessment report in lieu of obtaining its own environmental assessment report and purchases the Premises then in such event Buyer agrees to indemnify, protect and save harmless Seller (and its officers, agents and employees) from and against any and all claims, actions, demands, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) resulting from any Hazardous Substances found upon the Premises and not contained in Seller's environmental assessment report. This indemnification shall survive Settlement or termination of this Agreement.

(e) If this Agreement is terminated as provided in this Section 12, it shall become null and void and the Deposit shall be returned to Buyer (provided Buyer is not in default hereunder), neither party shall have any further duties or obligations hereunder (except that Buyer must restore the Premises as nearly as reasonably possible to its condition as existed prior to Buyer performing its environmental assessment) and Buyer and Seller shall execute such documentation as shall be necessary to release each party from all duties and obligations under this Agreement. If this Agreement is not so terminated, Buyer shall be deemed to have elected to purchase the Premises, subject to the conditions and contingencies set forth in this Agreement.

(f) If Hazardous Substances were found to be present on the Premises, and the parties have not terminated this Agreement, then a notice of such Hazardous Substances shall be included in the deed in accordance with all applicable environmental laws.

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:

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

Notices to Buyer shall be addressed to:

South Coventry Township  
1371 New Philadelphia Road  
Pottstown, Pa 19465

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 Buyer to record this Agreement shall constitute a default by Buyer 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, and Buyer waives and releases Seller from any claims, causes of action, obligations or liabilities relating to the compliance of the Premises with any and all federal, state, local, environmental or other laws and regulations.

17. Public Road Access. Buyer is aware that access to a public road may require issuance of a highway occupancy permit from the Pennsylvania Department of Transportation and/or the local municipality.

18. Assignment by Buyer. Buyer shall not assign its interest in this Agreement without first obtaining the prior written consent of Seller.

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

20. 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.

21. 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.

22. Governing Law.

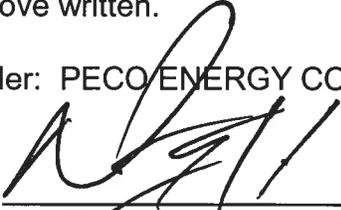
(a) This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania.

(b) Seller shall file a copy of this Agreement with the Pennsylvania Public Utility Commission promptly upon the execution hereof and the 33rd day after such filing shall be the date of this Agreement, unless prior to such date proceedings are instituted as provide 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 Seller only after approval by the Pennsylvania Public Utility Commission.

EXECUTED the day and year first above written.

Seller: PECO ENERGY COMPANY

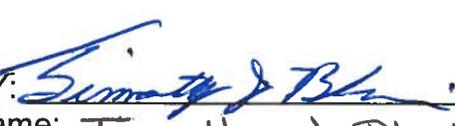
BY:

  
Dennis E. Wilson, Sr.  
Manager, Real Estate



Buyer: SOUTH COVENTRY TOWNSHIP

BY:

  
Name: Timothy J. Blevins  
Title: Chairperson

File No. 5202-2

LAN

**PLAN OF PREMISES**

**EXHIBIT "A"**

**NOTES:**

1. Accuracy of bearings and distances shown are in accordance with the accuracy of the surveying instruments used in the field surveys utilizing accuracies in excess of 1:250,000 and are in US survey feet.
2. Bearings and distances shown are referenced to NAD 1983 (1207).
3. Combined scale factor used was 0.99993769.
4. All monuments to be set upon approval of plan.

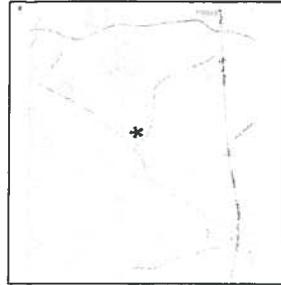
**OWNER:**

Philadelphia Electric Company  
 ADDRESS OF PROPERTY:  
 1351 New Philadelphia Road  
 Pottstown, PA 19465

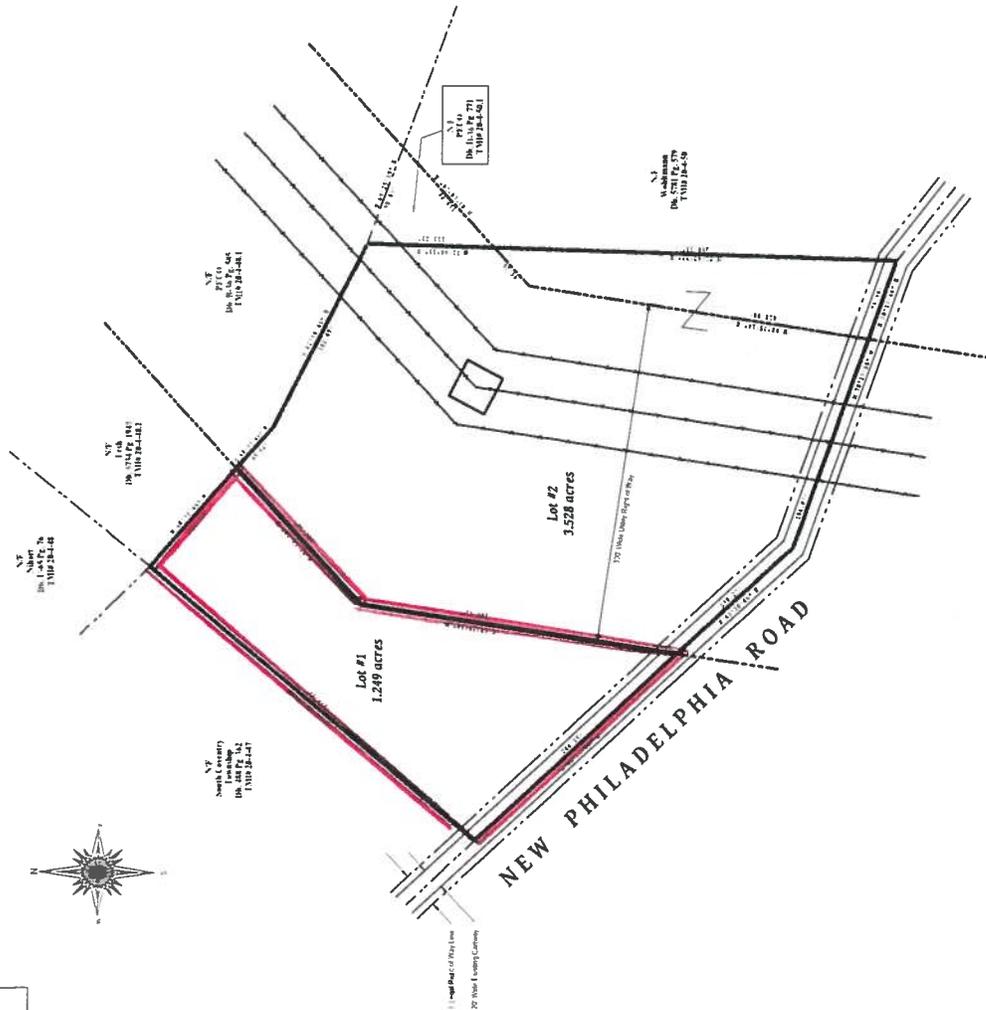
**TITLE INFORMATION OF PROPERTY:**

Deed Book: 835 Page: 718  
 Tax Map ID# 20-4-49  
 South Coventry Township, Chester County,  
 Pennsylvania

Total Gross Lot Area: 4.777 acres



**LOCATION MAP**



**EXHIBIT "A"**

TMI #20-4-49

REVIEWED by the Planning Commission of South Coventry Twp.,  
 Chester Co., Pa. this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED by the Board of Supervisors of South Coventry Twp.,  
 Chester Co., Pa. this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

REVIEWED by the Chester County Planning Commission:

**COMMONWEALTH OF PENNSYLVANIA**

**COURT OF CHESTER**

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, before me, the  
 Subscribed Notary Public of the County of \_\_\_\_\_, personally appeared  
 \_\_\_\_\_, residing in \_\_\_\_\_, who acknowledged to me that he is the owner and  
 says that he/she is the owner and/or agent entitled to lawfully dispose and  
 convey the above described premises and that he/she acknowledges the same to be  
 his/her own free and voluntary act and deed and desires the same to be recorded as such  
 according to law.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Owner: \_\_\_\_\_

**PLAN PREPARED BY**

**ABACUS SURVEYING**  
 www.AbacusSurveying.com  
 P.O. BOX 57, HONEY BROOK, PA 19344  
 LEHIGH VALLEY SURVEYING SOCIETY (LVS)  
 P. 484-223-2313 F. 484-223-1113

**PLAN PREPARED FOR**

**Philadelphia Electric  
 Company, Inc.**  
 South Coventry Township Chester County Pennsylvania

**MINOR SUBDIVISION PLAN**

Date of Survey: 02/08/2016 Date of Plan: 02/10/2016  
 Project Number: 131029 Scale: 1 inch = 50 feet

**SHEET 1 of 1**

**SURVEYORS CERTIFICATION**

I, the undersigned, being a duly qualified and licensed Surveyor in the State of Pennsylvania, do hereby certify that the foregoing is a true and correct copy of the original plan as filed in my office, and that the same conforms to the requirements of the Act of June 13, 1937, (Public Law 1937-100), and the Regulations thereunder.



**Right of Way Grant**

**Exhibit "B"**

**RIGHT OF WAY GRANT**

**BE IT KNOWN** that South Coventry Township (the "Grantor"), for and in consideration of the payment of ONE DOLLAR (\$1.00) by **PECO ENERGY COMPANY** (the "Company"), the receipt whereof is hereby acknowledged, hereby grant(s) to Company, its successors and assigns, the full, free and uninterrupted right, liberty and privilege to erect, construct, install, use, operate, maintain, repair, renew, add to, relocate, replace and remove facilities, including poles, cross arms, wires, cables, fiber optics, guy wires, anchor guys, conduits, manholes, gas mains, gas service pipes, and appurtenances (the "Facilities"), as now existing and as shall be necessary for the transmission and distribution of electricity, gas and communications within the legal right of way limits of a public highway known as New Philadelphia Road on the easterly side thereof, (subject to such deviations as may be necessary due to construction conditions) as now existing or as may be hereafter established, abutting premises of the Grantor (part of the aforesaid Facilities such as wires, cross arms and appurtenances overhanging Grantor's premises adjacent thereto) located at a point "0" feet northwest of the PECO right of way and extending northwestwardly for a distance of 244.14 feet, bounded on the east by lands now or late of PECO Energy and on the west by lands now or late of Merritt C. Nesley in the Township of South Coventry, County of Chester, Commonwealth of Pennsylvania; together with the right of ingress and egress across Grantor's premises to and from the Facilities and the right to cut down, remove, trim and keep trimmed, in a workmanlike manner, all trees, branches of trees, roots and brush, to the extent deemed necessary by the Company to provide sufficient clearance for the protection of the Facilities.

**AND** the Company is further granted the right to locate the Facilities outside the limits of said highway(s) but immediately adjacent thereto; **AND ALSO** the further right to install outside the limits of said highway(s) such guy wires and anchor guys as may be necessary to stabilize the poles.

The conditions herein contained shall enure to and bind the respective executors, administrators, heirs, successors and assigns of the Grantor and Company.

**EXECUTED THIS                      DAY OF                      2016 .**

SOUTH COVENTRY TOWNSHIP

ATTEST:

\_\_\_\_\_

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

EXHIBIT "B"

COMMONWEALTH OF PENNSYLVANIA:

: SS.

COUNTY OF

:

On this, the            day of            2016, before me,            , the undersigned officer, personally appeared            , known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

---

Notary Public

File No. PE 5202-2

Quad No.21-C

sl