

Direct Dial: 215-841-4901
Direct Fax: 215-841-4474
maryellen.white@exeloncorp.com

October 9, 2017

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

**Re: Master License Agreement between PECO Energy Company
and Southeastern Pennsylvania Transportation Authority
Docket No.: U-2017-2627504
Utility Code: 110550**

Dear Ms. Chiavetta:

Enclosed please find PECO Energy Company Reply to Data Request in the above-captioned matter. Please forward the Reply to Jordan Van Order in the Bureau of Technical Utility Services Department for review.

Thank you for your consideration. If you have any questions or comments, please feel free to contact me.

Very truly yours,

/s/ Maryellen T. White

Maryellen T. White
Paralegal

/mtw
Enclosure

**PENNSYLVANIA PUBLIC UTILITY COMMISSION
BUREAU OF TECHNICAL UTILITY SERVICE**

**PECO ENERGY COMPANY'S RESPONSE TO DATA REQUEST REGARDING
THE MASTER LICENSE AGREEMENT BETWEEN PECO ENERGY COMPANY AND
SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY**

DOCKET NO. U-2017-2627504

U-1 Reference the Agreement, page 2 explaining that the Original 417 Agreement and Original 414 Agreement have expired and have been continued on a year to year basis. Please provide a copy of the subject agreements.

Response: Copies of the four original license agreements dated October 27, 1959 (Original 412 Agreement), November 21, 1957 (Original 414 Agreement), July 12, 1957 (Original 417 Agreement) and November 4, 1958 (Original 480 Agreement), respectively, are attached.

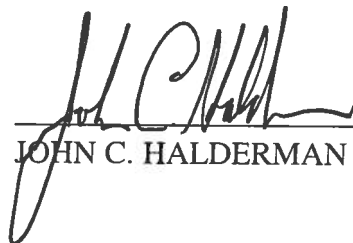
U-2 Reference the Agreement, page 3, section 3.b. stating that the annual rental fee for the first year of the initial term is \$1,782,000. Please provide additional justification for the rental fee including a detailed description of the methodology used to determine the dollar amount, the approximate size of the area, in units of acres or square miles, included in the agreement, and a five-year history of payments previously made for this lease.

Response: Both parties obtained independent appraisals of the four rail/transmission corridors using a methodology of percentage of occupancy, multiplied by the across the fence Fair Market Value ("FMV"), multiplied by a corridor enhancement factor. SEPTA's appraisal determined the FMV of the Annual Rent of the corridors to be \$2,474,000, while PECO's appraisal found the FMV of the Annual Rent to be \$1,329,517. The discrepancy between the appraisals was primarily disagreement on the percentage of occupancy of the corridors both surface and aerial. After approximately two years of negotiations, the parties compromised on an Annual Rent of \$1,782,000. For over fifty years before the current license, PECO paid Annual Rent of \$421,484. The four corridors total 22.55 lineal miles with an average width varying from 66 feet to 118 feet.

VERIFICATION

I, John C. Halderman, Esquire, hereby declare that I am Assistant Corporate Secretary for PECO Energy Company; that as such I am authorized to make this verification on its behalf; that the facts set forth in the foregoing response to the Pennsylvania Public Utility Commission's data request are true to the best of my knowledge, information, and belief, that I expect to be able to prove the same at a hearing held in this matter, and that I make this verification subject to the penalties of 18 Pa. C.S. §4904 pertaining to false statements to authorities.

Dated: 10-9-17



JOHN C. HALDERMAN

P2044

THIS AGREEMENT, made this 27th day of ~~October~~^{July}, A. D. 1960, by and between THE PENNSYLVANIA RAILROAD COMPANY, Transportation Center, Six Penn Center Plaza, Philadelphia 4, Pennsylvania, for itself and as Lessee of the railroad and property of The Philadelphia, Baltimore and Washington Railroad Company, party of the first part, (hereinafter called "Railroad Company"), and PHILADELPHIA ELECTRIC COMPANY, 1000 Chestnut Street, Philadelphia 5, Pennsylvania, a Pennsylvania Corporation, party of the second part, (hereinafter called "Electric Company"),

WITNESSETH THAT

WHEREAS, There exists an Agreement between the Railroad Company and the Electric Company, which became effective July 1, 1940 and expires June 30, 1960; and

WHEREAS, the Electric Company desires to continue the occupancy covered by said Agreement, with certain modifications to the Agreement and to the construction; and

WHEREAS, Electric Company has constructed, maintained, and used a certain circuit for the transmission of electricity, hereinafter more particularly mentioned, along the right-of-way of the Railroad Company from a point opposite the Electric Company's Schuylkill Generating Station, at 28th and Christian Streets, in the City and County of Philadelphia, Pennsylvania, to a point opposite the Electric Company's Upper Darby Substation, at Long Lane and Marshall Road, in Upper Darby Township, Delaware County, Pennsylvania, said transmission circuit known as the Schuylkill to Upper Darby Line being shown in yellow on Plan 45FF-39, dated April 1, 1959, attached hereto, made a part hereof, and marked Exhibit "A"; and

WHEREAS, the Railroad Company has constructed and is using steel-pole structures along its right-of-way, westward from Gray's Ferry Avenue to a point approximately two thousand four hundred seventy-five (2,475) feet southwest of University Avenue, in the said City of Philadelphia, for signal, communication, feeder, transmission wires, and catenary systems, between points designated "A" and "B" on said Exhibit "A"; and

WHEREAS, the Railroad Company has constructed and is using steel-pole structures along the right-of-way of its Octoraro Branch westward from the aforesaid point of approximately two thousand four hundred seventy-five (2,475) feet southwest of University Avenue to the intersection of the Octoraro Branch with the Newtown Square Branch of the Railroad Company, approximately one thousand (1,000) feet westward from Fernwood Station, for signal, communication feeder, transmission wires, and catenary systems, between points designated "B" and "C" on said Exhibit "A"; and

WHEREAS, the Railroad Company had space available upon the rights-of-way of its Newtown Square Branch and its Cardington Branch for the erection of steel-pole structures of the Electric Company along said Branches to a point opposite the Electric Company's said Upper Darby Substation, between points designated "C" and "D" on said Exhibit "A"; and

WHEREAS, the Electric Company desires to continue to occupy the said steel-pole structures of the Railroad Company along said rights-of-way of the Railroad Company, and to continue to occupy the steel-pole structures of Electric Company along said rights-of-way of Railroad Company, in order to support the Electric Company's aforesaid transmission circuit between the point "A" opposite its Schuylkill Generating Station and the point "D" opposite its Upper Darby Substation, a distance of approximately five and three hundredths (5.03) miles, and to continue to use attachments to said Railroad Company's steel-pole structures and to said Electric Company's steel-pole structures upon the said rights-of-way of the Railroad Company, as shown on the above mentioned Exhibit "A"; and

WHEREAS, the Electric Company desires to replace the present 4/0 copper transmission conductor with 795,000 CM ACSR conductor, to replace the present transmission hardware, to increase the size of certain guy strands, to add cross-track guy strands, to add guys and anchors to certain steel-pole structures and to reinforce the steel of certain structures; and

WHEREAS, the Railroad Company is willing to grant to the Electric Company the right to so use existing steel-pole structures, and to modify or to add to the existing steel-pole structures, and to increase the size of transmission conductors for the purposes aforesaid upon certain terms and conditions:

NOW, THEREFORE, in consideration of the premises and of the benefits accruing to each of the parties hereto, it is hereby mutually covenanted, stipulated, and agreed by and between the parties hereto, as follows:

First: The Railroad Company in so far as it may legally do so and its present title permits, grants to Electric Company the right (1) to use jointly with the Railroad Company the said steel-pole structures of Railroad Company, (2) to use and maintain existing steel-pole structures of Electric Company on Railroad Company right-of-way, (3) to make additions, revisions, or changes to the facilities of Railroad Company as may be necessary to permit the attachment of Electric Company conductors of increased size and to strengthen the steel-pole structures for joint use, (4) to occupy said steel-pole structures with one (1) three-phase, nominal 66,000-volt transmission circuit, shown in yellow on said Exhibit "A", conductors 795,000 CM ACSR, 4/0 copper ground wire installed on Railroad structures in connection with the 66,000-volt transmission circuit, and 4/0 copper ground wire installed on Electric Company

steel-pole structures in connection with the 66,000-volt transmission circuit, all of said facilities including conductors, insulators, crossarms or brackets, ground wires installed in connection with the 66,000-volt transmission circuit, and other appurtenances being herein referred to collectively, unless otherwise specifically indicated, as "transmission circuit", and (5) to operate, maintain, renew, and repair said transmission circuit and to continue the connections thereto as shown on the attached Exhibit "A", under and subject to the following terms and conditions:

(a) All work performed by Electric Company, including additions, revisions, changes, relocations, erection of new steel, transmission circuit, and other appurtenances, shall be made, constructed, or installed by and at the sole cost and expense of Electric Company, at such time or times and in such manner as shall be approved by the Regional Manager of Railroad Company, or his agent or representative; Provided, however, that Railroad Company shall have the right to perform, upon notice to Electric Company, such part of the work as it may deem expedient to do with its own forces, and Electric Company shall reimburse Railroad Company the cost and expense thereof.

(b) Except the transmission circuit of Electric Company, all additions to the steel-pole structures of Railroad Company, including any steel poles connected with and made an integral part of existing steel-pole structures of Railroad Company shall be owned, maintained, repaired, and renewed by and at the expense of Railroad Company.

(c) All steel-pole structures (except those connected with and made an integral part of steel-pole structures of Railroad Company) and the transmission circuit shall be owned, operated, maintained, repaired, and renewed by and at the sole cost and expense of Electric Company.

(d) The facilities owned as aforesaid by Electric Company shall be maintained, repaired, and renewed in such manner and at such time or times, in all respects, as shall be satisfactory to the Regional Manager of Railroad Company, or his agent. In the event Electric Company should fail to make any repairs or renewals as may be requested from time to time by Railroad Company, Railroad Company may, in order to protect and safeguard its property, traffic, patrons, or employes from damage or injury, at any time, with or without notice to Electric Company, make such repairs and renewals and furnish such material therefore as it deems adequate and necessary, at the sole cost and expense of Electric Company, which cost and expense Electric Company agrees to pay to Railroad Company on demand.

Second: (a) Electric Company, at its sole cost and expense, shall promptly make such changes, adjustments, or relocations in its own structures or its own facilities, whether

such facilities are on the structures jointly occupied with Railroad Company or on its own structures, as may from time to time be requested by the Regional Manager of Railroad Company or his agent, when in his opinion such change may be necessary for railroad purposes. In the event Electric Company should fail to make any such changes, adjustments, or relocations in its structures or its facilities, Railroad Company may do so, and Electric Company agrees to pay to Railroad Company on demand the cost and expense thereof.

(b) Electric Company shall remedy any inductive interference growing out of or resulting from the presence of its said circuit. In the event Electric Company should fail to correct inductive interference, Railroad Company may do so, and Electric Company agrees to pay to Railroad Company on demand the cost and expense thereof.

(c) Electric Company shall also pay to Railroad Company, on demand, any additional cost that may from time to time arise from or grow out of any changes in or rearrangements of the structures and facilities, or relocation of right-of-way of Railroad Company where such additional cost would not have been incurred except by the presence of the structures and facilities owned by Electric Company

(d) In the event electrification in the area covered by this Agreement is abandoned during the life of this Agreement, the parties agree to amend this Agreement in an equitable manner based upon the conditions that exist at that time, taking into consideration, among other things, the ownership of the said poles and structures of Railroad Company, the modification or termination of Railroad Company's obligation to maintain and repair said poles and structures, and the payment of rentals by Electric Company.

Third: Electric Company and Railroad Company shall each, upon notice from the other given twenty-four (24) hours in advance, de-energize whatever circuits are required in order to facilitate the maintenance or repair of the structures and circuits or for the performance of other work required in connection with matters or things hereinbefore mentioned. In an emergency, the parties shall immediately take such action as may be necessary.

Fourth: Commencing with the effective date of this Agreement as hereinafter provided, Electric Company shall pay to Railroad Company as compensation for the Schuylkill to Upper Darby Line, the sum of TWENTY-TWO THOUSAND EIGHT HUNDRED SEVENTY-THREE DOLLARS (\$22,873.) per annum. The compensation to be paid by Electric Company to Railroad Company shall be payable in advance in equal, quarterly installments, without prior demand at the office of the Treasurer of Railroad Company in Philadelphia, or at such other place as the Railroad Company may designate. In addition to the aforesaid compensation, Electric Company shall pay or reimburse Railroad Company for the proper and equitable proportion of any and all taxes which may be assessed against Railroad

Company by any governmental authority by reason of said facilities of Electric Company. In the event of the termination of this Agreement without default on the part of Electric Company, Railroad Company shall refund to Electric Company the rateable and equitable proportion of the compensation (excluding taxes, if any, for which Railroad Company may be unable to secure a credit or refund from public authority) paid for the period intervening between the date of such termination and the end of the period for which such payment shall have been made.

Fifth: (a) This Agreement shall take effect as of the First day of July A.D. 1960 and shall continue in full force and effect from said date for a period of twenty-five (25) years, or until Midnight, June 30, A.D. 1985 and, unless Electric Company shall give notice to Railroad Company of its desire to terminate the Agreement at the end of said term by at least eighteen (18) months' prior notice in writing, this Agreement shall continue in force and effect for a further term of twenty-five (25) years, or until Midnight, June 30, A.D. 2010, and, unless the Agreement is terminated by either party by at least eighteen (18) months' prior notice in writing before the expiration of the second 25-year term, the Agreement shall continue from year to year, until terminated by either party by giving twelve (12) months' prior notice in writing. Notwithstanding, however, the said term or renewal term, it is understood and agreed that if Electric Company shall fail, neglect, or refuse to keep and perform any of the obligations required to be kept and performed by it, and such default shall not be remedied or cured within ninety (90) days after written notice thereof from Railroad Company, Railroad Company may thereupon, at its option, by written notice to Electric Company, terminate this Agreement and in such event the Agreement shall immediately cease and determine upon receipt of such notice; but all and singular the terms and provisions hereof shall continue with respect to any and all matters or things occurring or arising from events or happenings prior to or upon such termination until the same have been fully settled, paid, satisfied, and complied with, and settlement made between the parties hereto in accordance with the terms hereof. Any indulgence shown in not insisting in any one or more instances upon strict performance of any term or provision hereof, or to exercise the option herein contained, shall not be construed as a waiver or relinquishment for the future of such term or provision, which term or provision shall continue and remain in full force and effect. Waivers, changes, alterations, modifications, or supplements to this Agreement shall be made only in writing, by exchange of letters or other documents, signed or executed by the respective Regional Manager or higher officer of Railroad Company and by the respective Vice-President, Engineering, or higher officer of Electric Company. Any notice given or required under this Agreement shall be in writing and considered as duly given if served personally upon any of the aforesaid officers

of the respective parties hereto, or if mailed, postpaid, by United States Registered Mail, addressed to said parties at the address first hereinbefore given.

(b) Upon termination of this Agreement, Electric Company, at its sole cost and expense, shall remove the facilities owned by Electric Company, as well as such other facilities (installed or constructed hereunder for use of Electric Company) as Railroad Company may desire to have removed from the premises and restore said premises to their former condition; or, on refusal or failure of Electric Company promptly so to do, Railroad Company may make such removal and restoration, at the cost and expense of Electric Company, which cost and expense the latter agrees to pay to Railroad Company on demand: Provided, however, that Electric Company, at its sole cost and expense, may remove the facilities, or any part thereof, owned by Electric Company, at any time agreeable to Railroad Company.

Sixth: (a) It is understood between the parties hereto that the operations of the Railroad Company involve some risk, and Electric Company, as part of the consideration for this grant, hereby releases and waives any right to ask for or demand damages for or on account of loss of or injury to said facilities and appurtenances of Electric Company that are over, upon, or in the right-of-way and facilities of Railroad Company, including the loss of or interference with service thereof, and whether attributable to the fault, failure, or negligence of Railroad Company, or otherwise.

(b) Electric Company also covenants and agrees to and shall at all times indemnify, protect, and save harmless Railroad Company from and against all cost or expense resulting from any and all losses, damages, detriment, suits, claims, demands, costs, and charges which Railroad Company may suffer, sustain, or be subject to by reason or on account of the construction, placement, attachment, presence, use, maintenance, relocation, or removal of said facilities and appurtenances of Electric Company on or from the premises, whether such losses and damages be suffered or sustained by Railroad Company directly, or by its officers, employes, patrons, or licensees, or be suffered or sustained by other persons or corporations, including Electric Company, its officers, employes, agents, and representatives, who may seek to hold Railroad Company liable therefor, and whether attributable to the fault, failure, or negligence of Railroad Company, or otherwise, except that such indemnification of Railroad Company shall not be applicable when such loss or damage to others than officers, employes, agents, and representatives of Electric Company shall result from negligence of Railroad Company in respect to the supporting poles or structures of Railroad Company.

Seventh: This Agreement shall be subject to any and all applicable provisions of the Pennsylvania Public Utility Law.

Eighth: This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; Provided, however, that Electric Company, or any successor or assignee holding under it, them, or any of them, shall give notice in writing to Railroad Company, its successor or assignee, within ninety (90) days of any such transfer or assignment; otherwise, the right or privileges covered by this Agreement shall cease and determine at the expiration of said ninety-day period. It is understood and agreed that Electric Company shall, however, not have the right to transfer or assign this Agreement to, or permit the use of the said facilities by, any person or corporation other than a public utility having substantially similar franchise powers to those of Electric Company in the general territory comprehended by this Agreement.

IN WITNESS WHEREOF, the said parties hereto have caused this Agreement to be duly executed the day and year first hereinbefore written.

THE PENNSYLVANIA RAILROAD COMPANY

By

Vice President
Transportation and Maintenance

ATTEST:

ASST. TO THE Secretary

PHILADELPHIA ELECTRIC COMPANY

By

Vice President

ATTEST:

Secretary

APPROVED

A P P R O V A L

July 20, 1959
File # 2044

Approval is requested to enter into an Agreement with THE PENNSYLVANIA RAILROAD COMPANY for the occupation of its right of way with aerial transmission facilities for a 66 kv. line between SCHUYLKILL GENERATING STATION and UPPER DARBY SUBSTATION, a distance of 5.3 miles. For 4.11 miles of the distance, the use of the railroad structures for the support of the facilities will be provided for an annual rental of \$17,434; and the annual rental for the use of the right of way is \$5,439, or a total of \$22,873.

The Agreement will be for a term of 25 years extendable at the option of the Company for an additional 25 years.

This is a situation where, under date of May 17, 1940, The Pennsylvania Railroad Company and Philadelphia Electric Company entered into an agreement covering the same distance for 66 kv. circuit under an agreement which was for a term of 10 years, and in the absence of notice from either party, automatically extended for an additional 10 year term, thus expiring June 30, 1960, without any renewal. The rental called for was \$5,000 a year.

To provide increased capability in the line, we desire to replace our existing 4/0 copper conductor with 795 MCM, ACSR conductor and, of course, desire to have the use extended under the modern form of Agreement with the Railroad, which leads to the calculation of the rental on the present day basis. The cost of enlarging the conductor is estimated at \$165,000.

Approval of the Board of Directors is also needed.

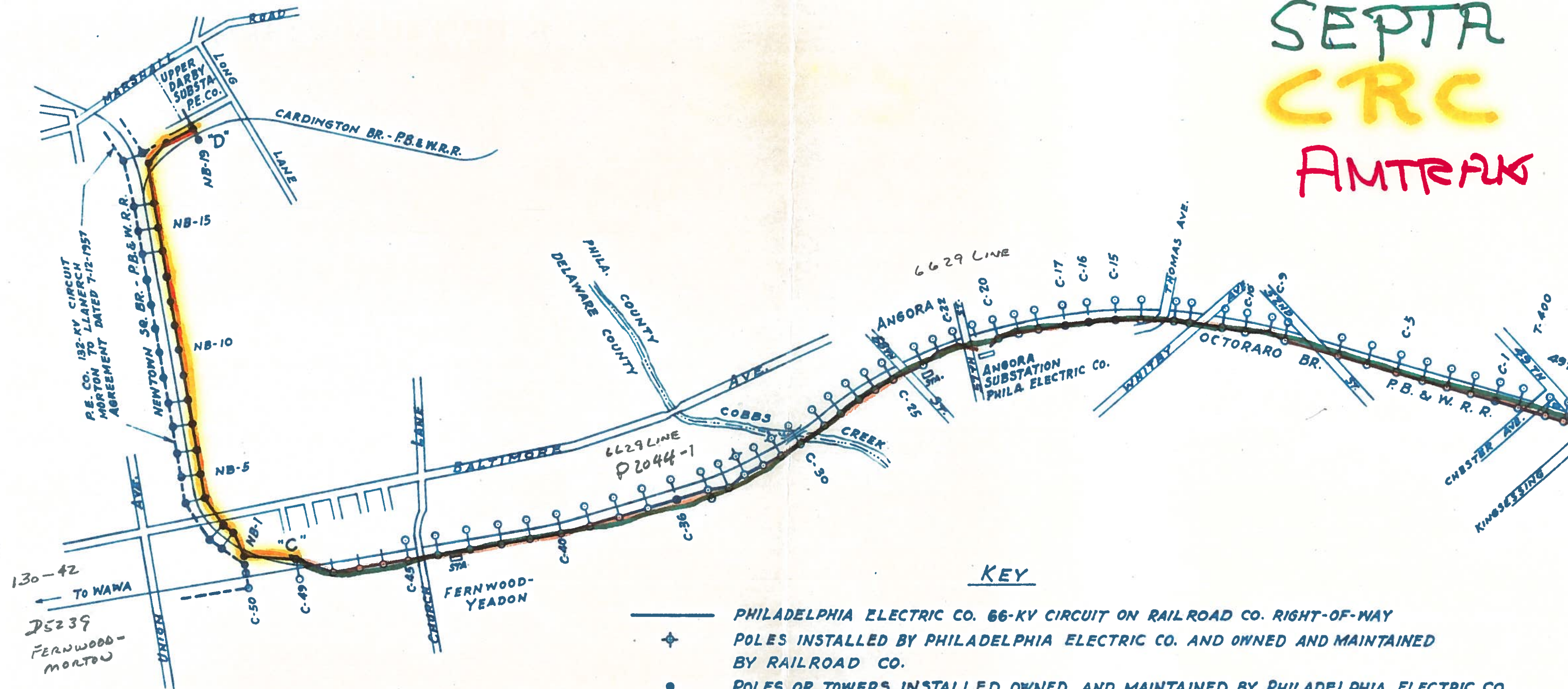
McG:FM

R. McBlainston
Real Estate Agent

<i>Thomas J. ...</i>	DATE 7/21/59
<i>W. G. ...</i> VICE PRESIDENT - ELECTRIC OPERATION	
<i>W. J. ...</i> VICE PRESIDENT - ENGINEERING	JUL 22 1959
<i>W. S. ...</i> VICE PRESIDENT - FACILITIES & SER. OPPN	7-29-59
<i>W. J. ...</i> EXEC VICE PRESIDENT	7-29-59

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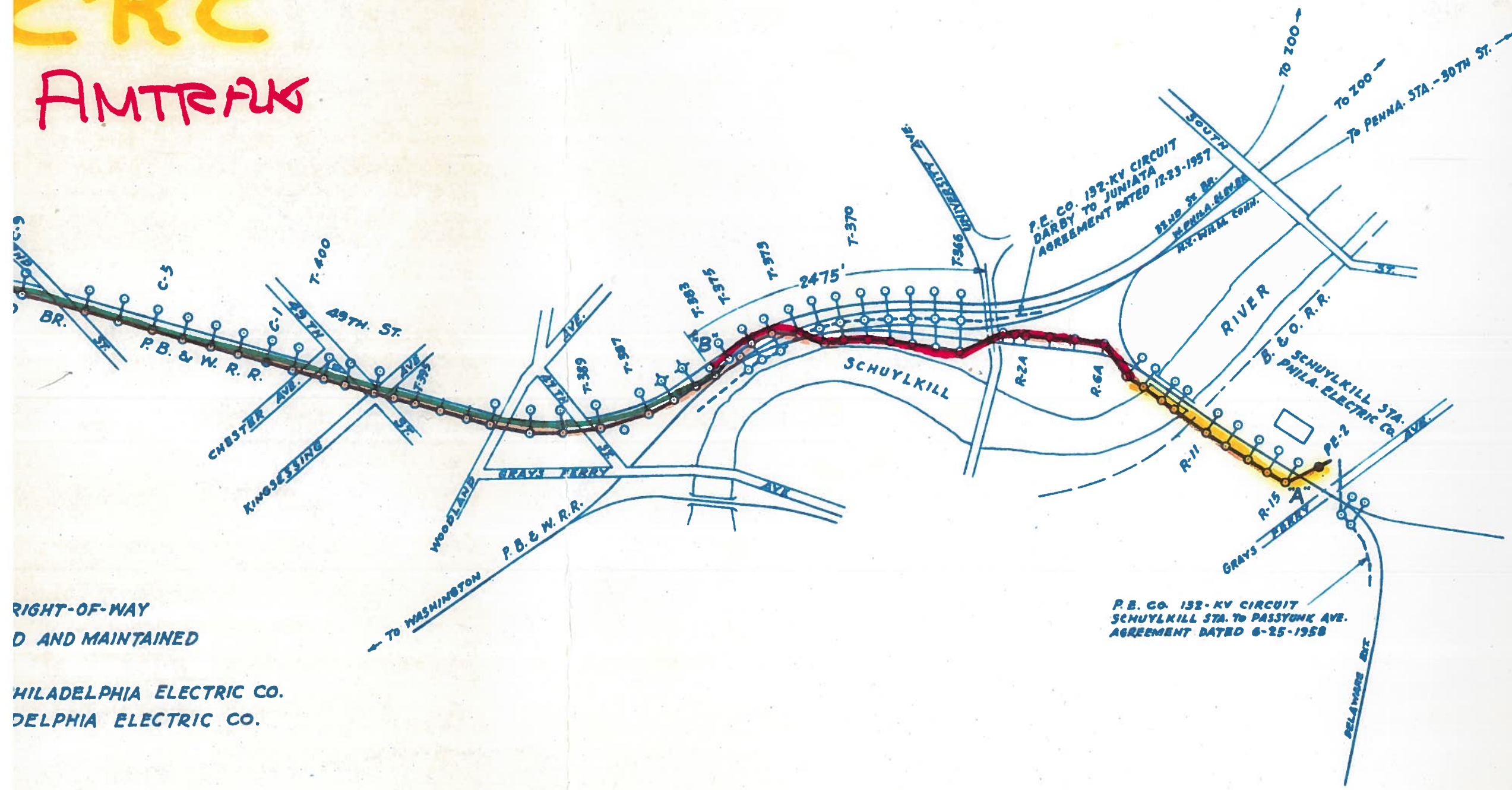
SEPTA
 CRC
 AMTRAK



KEY

- PHILADELPHIA ELECTRIC CO. 66-KV CIRCUIT ON RAILROAD CO. RIGHT-OF-WAY
- ◆ POLES INSTALLED BY PHILADELPHIA ELECTRIC CO. AND OWNED AND MAINTAINED BY RAILROAD CO.
- POLES OR TOWERS INSTALLED, OWNED, AND MAINTAINED BY PHILADELPHIA ELECTRIC CO.
- RAILROAD CO. POLES AND STRUCTURES TO WHICH PHILADELPHIA ELECTRIC CO. 66-KV CIRCUIT IS ATTACHED

SEPTA
 CRC
 AMTRAK



THE
PHILADELPHIA R

PLAN TO ACCOMPANY A
 FOR TRANSMISSION LINE
 COMPANY - ONE CIRCUIT
 CONDUCTOR, 4/0 COPPER
 STATION OF THE PHILA
 DELPHIA, BALTIMOR
 BRANCH, THE NEWTO
 TO THE UPPER DARBY S
 LONG LANE AND MAR
 COUNTY, PA.

RIGHT-OF-WAY
 D AND MAINTAINED

PHILADELPHIA ELECTRIC CO.
 DELPHIA ELECTRIC CO.

45FF-39
 SCALE: 1" = 1000'

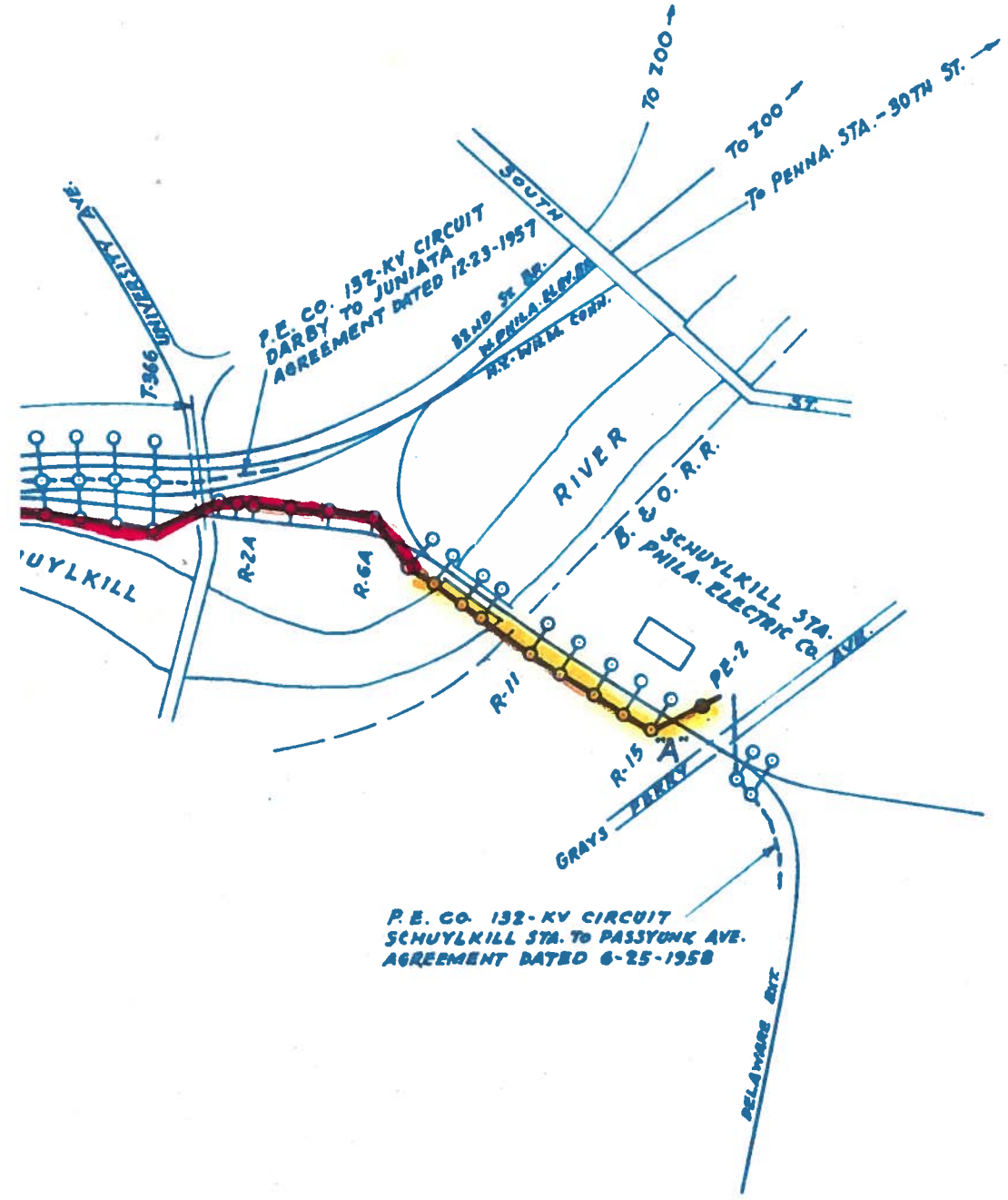
EXHIBIT "A"

THE PENNSYLVANIA RAILROAD

PHILADELPHIA REGION

PHILADELPHIA DISTRICT

PLAN TO ACCOMPANY AGREEMENT WITH THE PHILADELPHIA ELECTRIC COMPANY FOR TRANSMISSION LINE ON PROPERTY OF THE PENNSYLVANIA RAILROAD COMPANY - ONE CIRCUIT, 3-PHASE, 3-WIRE, 66-KV, 795,000 CM ACSR CONDUCTOR, 4/0 COPPER GROUND WIRE, FROM THE SCHUYLKILL GENERATING STATION OF THE PHILADELPHIA ELECTRIC COMPANY AT 28TH AND CHRISTIAN STREETS, PHILADELPHIA, PA., ALONG THE DELAWARE EXTENSION, THE PHILADELPHIA, BALTIMORE AND WASHINGTON RAILROAD, THE OCTORARO BRANCH, THE NEWTOWN SQUARE BRANCH, AND THE CARDINGTON BRANCH TO THE UPPER DARBY SUBSTATION OF THE PHILADELPHIA ELECTRIC COMPANY AT LONG LANE AND MARSHALL ROAD, UPPER DARBY TOWNSHIP, DELAWARE COUNTY, PA.



45FF-39

SCALE: 1"=1000'

OFFICE OF ELECTRICAL ENGINEER, PHILADELPHIA

DATE 4-1-1959

J. W. Alarone

SEPTA
STPEXIBRX549

103 VICTORY AC
LARRY YANIS

PC 1613
000414

THIS AGREEMENT made this 21st day of November

A. D., 1957, by and between PHILADELPHIA SUBURBAN TRANSPORTATION COMPANY, a corporation of the Commonwealth of Pennsylvania, maintaining its principal office in 69th Street Terminal, Upper Darby, Pennsylvania hereinafter called "Suburban", party of the first part, and PHILADELPHIA ELECTRIC COMPANY, also a corporation of the Commonwealth of Pennsylvania, maintaining its principal office at 1000 Chestnut Street, Philadelphia, Pennsylvania, hereinafter called "Electric", party of the second part.

WHEREAS, under date of April 1, 1933, Philadelphia and Western Railway Company and Electric entered into an Agreement with respect to the use of the right of way of Philadelphia and Western Railway Company for electrical facilities of Electric, which Agreement has since been amended and the Philadelphia and Western Railway Company became Philadelphia & Western Railroad Company; and

WHEREAS, under date of January 1, 1949, Philadelphia & Western Railroad Company and Electric entered into an Agreement with respect to additional use of said right of way by Electric; and

WHEREAS, Philadelphia & Western Railroad Company has since merged into Philadelphia and Western Street Railway Company; and

WHEREAS, Philadelphia and Western Street Railway Company has since merged into Suburban; and

WHEREAS, parties hereto desire to enter into a new agreement with respect to use of said right of way and other matters, and to terminate the two recited existing Agreements.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: For and in consideration of the sum of One Dollar (\$1), paid by each of the parties hereto to the other party, at and before the execution of this Agreement, receipt whereof is hereby acknowledged, and of the mutual undertakings herein contained, and other good and valuable considerations, the parties hereto, intending to be legally bound, do mutually agree, as follows:

(1) As used herein, the following terms shall be taken to mean and include the definition given in this paragraph:

The term "railroad" shall mean the facilities, equipment, and improvements constituting the former Philadelphia and Western Street

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A.M. APR. 20 1979 P.M.
STAFF COUNSEL'S OFFICE

Railway Company, now owned by Suburban, including but not limited to road bed, ballast, ties, rails, switches, signals, transmission facilities, communication, signal, and lighting circuits including poles, crossarms, anchors, etc., stations, bridges, culverts, and similar related equipment and appurtenances.

The term "right of way" shall mean the right of way and property formerly of Philadelphia and Western Street Railway Company, now property of Suburban, from the south bank of the Schuylkill River in Bridgeport, and extending Southwardly and Southeastwardly through the Borough of Bridgeport and the Townships of Upper Merion and Lower Merion of Montgomery County, and the Townships of Radnor and Haverford of Delaware County, Pennsylvania, to Township Line, the dividing line between the Township of Haverford and the Township of Upper Darby. In width the term "right of way" shall include that portion of said property as is indicated outlined with red crayon on two sets of plans of the property which have been identified by the signatures of the officers of the parties hereto, one set of which is in possession of each of the parties hereto.

The term "additional right of way" shall mean the right of way and property formerly of Philadelphia and Western Street Railway Company, now property of Suburban, from Township Line, the dividing line between the Township of Haverford and the Township of Upper Darby, to State Road in the Township of Upper Darby. In width the term "additional right of way" shall include that portion of said property as is indicated outlined with green crayon on the hereinbefore mentioned two sets of plans of the property.

The term "transmission facilities" shall mean the material and equipment of Electric required for transmitting, distributing, controlling, transforming, and switching electrical energy, including but not limited to poles, towers, structures, or columns of wood, steel or other material, crossarms, insulators, line hardware, guys, anchors, switches, disconnects, conduits, pipes, manholes, cables, conductors, wires, terminals for aerial to underground, and similar related equipment and appurtenances, not, however, including buildings. All transmission facilities shall be constructed and maintained substantially in accordance with the requirements of National Electrical Safety Code.

(2) For and during the term of this Agreement, Suburban insofar as it may legally have the right to do so grants unto Electric the right, liberty, and privilege to erect, construct, install, use, operate, patrol, inspect, maintain, repair, renew, add to, relocate, reconstruct, and remove transmission facilities, in, on, upon, within, over, across, and under the right of way of Suburban, together with the right from time to time to cut down, trim, and remove trees, brush and bushes from the right of way and from any adjoining property during ownership of it by Suburban, if in the opinion of Electric such trees, brush, or bushes constitute a hazard to the transmission facilities; together with the right of ingress and egress to and over the right of way for the purpose of exercising the rights herein granted. In addition to the above, Electric shall have the right to erect and maintain a single line of wooden poles carrying electrical circuits with maximum potential of 33 kv. on said additional right of way from Township Line to State Road together with the said rights of ingress and egress and tree trimming as hereinbefore mentioned. All of said rights are to be exercised in such manner and at such times as shall not interfere in any manner or degree with the operation, maintenance, repair, use, renewal, relocation, reconstruction, improvement, expansion, or removal of the railroad of Suburban.

(3) Any existing or future transmission facilities interfering at any time in any manner or degree with the operation, maintenance, repair, use, renewal, relocation, reconstruction, improvement, expansion, or removal of the railroad of Suburban will be forthwith relocated or re-arranged by and at the expense of Electric in such manner as shall eliminate said interference. If not so relocated or re-arranged within a reasonable time Suburban may with its own employees or with independent contractors relocate or re-arrange said facilities in such manner as shall eliminate said interference and hold Electric liable for the expense thereof. Provided, however, the parties will, in the event of interference as set out above, consult on the elimination of the interference in an effort to develop a reasonable plan for the elimination of same. In the event the parties develop a plan for said elimination which increases the cost of the project to Suburban over that which might otherwise reasonably have been adopted if the transmission

facilities had not been present, Electric may, if not otherwise objectionable to Suburban, elect to reimburse Suburban for such increase in cost and for any increase in subsequent costs of operation and maintenance in lieu of the relocation or rearrangement of the transmission facilities.

(4) With respect to any future construction of transmission facilities by Electric on said rights of way, Electric agrees to submit for Suburban's prior approval the design and location thereof so as to avoid any interference with the operation, maintenance, repair, use, renewal, relocation, reconstruction, improvement, expansion, or removal of the railroad, which approval will not be withheld unreasonably.

With respect to any future construction of transmission facilities by Electric on said rights of way which includes the occupation of said rights of way with poles, towers, structures or columns of wood, steel or other material which at the surface are (1) more than ten feet (10') from the lateral boundaries of said rights of way where the width is less than one hundred feet (100'), or (2) less than forty feet (40') from the center of said rights of way where the width thereof is one hundred/^{feet}(100') or more, or providing less than thirty feet (30') vertical clearance above the present elevation of the rails of the railroad, Electric agrees that the design and location shall be such as to minimize interference with the use of said rights of way principally as a public road or highway at any time, provided that the plans and location designed to minimize such interference shall not impose unreasonable restrictions on the use of said rights of way by Electric nor add unreasonably to the cost of construction and subsequent maintenance and operation of the transmission facilities. The plans of the transmission facilities about to be installed between Bryn Mawr and Township Line are satisfactory to the parties and are incorporated herein by reference.

(5) Each party shall cooperate with the other in the performance of work on said rights of way so that the time and manner of performance shall not interfere with the services or operations of the other party. Electric shall provide remedial measures at its sole expense if and when required to minimize inductive interference between the transmission facilities and the communication, signal, and all other circuits of Suburban.

(6) The Agreements of April 1, 1933, as amended, shall terminate

for damages to property not owned by either party caused by joint or concurring negligence of the parties or their employees, agents or contractors.

(d) Electric assumes entire legal liability for and shall hold Suburban harmless from all losses and expenses on account of injury, including death, to persons other than employees, agents or contractors of Suburban and damages to any property whether or not owned by Suburban, caused by the construction, operation, maintenance, presence, use, or removal of the transmission facilities of Electric on said rights of way, except where such loss or damage is caused by the sole negligence of Suburban or its employees, agents, or contractors.

(e) Notwithstanding any thing herein above stated, it is further understood and agreed that Electric shall be solely responsible for and agrees to indemnify, protect, and save harmless Suburban from all losses and expenses on account of all injury, including death, to persons and for damages to all property to the extent that such loss and expense has been aggravated or increased as a result of the location, relocation, laying, construction, presence, use, maintenance, or want of maintenance of said transmission facilities.

(10) This Agreement shall become effective upon the execution hereof and shall remain in effect until the FIRST day of JANUARY, A.D. 2008, and continue thereafter for further periods of five (5) years each unless terminated by either party giving notice to the other party in writing at least two (2) years prior to the end of the initial or then current renewal period of its desire to terminate this Agreement.

(11) Electric shall pay to Suburban annually, for each year during the continuance of this Agreement, the total sum or rent of Sixty Thousand Dollars (\$60,000.00), to be paid monthly in advance in amounts of Five Thousand Dollars (\$5,000.00) each, the first payment to be due and payable JANUARY 1, 1958. The rental payable for the last twenty (20) years of the term of this Agreement shall be negotiated during the thirty-first (31st) year of the term, on the basis of revision of above rental either upward or downward to reflect any change in the purchasing power of the dollar as may be indicated by comparison of the average cost of living index or comparable price index for the year 1957 with the average cost of living index or comparable price index for the year 1987 on a national level. Rental payments made during this negotiation period shall be adjusted retroactively to January 1, 1988.

(12) Electric shall keep and maintain its transmission

as of midnight December 31, 1957. Electric shall pay to Suburban the sum of One Dollar (\$1), at or before such termination, and all of the poles, towers, structures, and facilities erected under said Agreement shall become the property of Electric, excepting however, the existing 13.2 kv line of Suburban consisting of conductors, insulators, and switches, the ownership of which Suburban shall retain. It is intended that all poles carrying Suburban's existing 13.2 kv line except terminal poles at substations shall be owned and maintained by Electric.

(7) The parties agree that during the continuance of this Agreement the existing 13.2 kv line and other circuits of Suburban may be attached without rental to the lowest crossarms on the supports of Electric, meeting requirements of National Electric Safety Code. The crossarm supporting the 13.2 kv line of Suburban shall be maintained by Electric at its sole expense. Crossarms supporting other circuits of Suburban shall be maintained by Suburban at its sole expense.

(8) The Agreement of January 1, 1949, shall terminate upon the execution of this Agreement. For and in consideration of the payment to Suburban of the sum of Thirty Thousand Dollars (\$30,000.00), being all rental accrued but unpaid under said Agreement to the date of termination, all poles, towers, structures, and facilities erected by Electric under said Agreement shall be the property of Electric.

(9) With respect to this Agreement, the parties further agree:

(a) Each of the parties hereto assumes the entire legal liability for and shall hold the other party harmless from all losses and expenses on account of all injuries, including death, to persons or damages to property (including that of the parties) caused by its sole negligence or by the sole negligence of its employees, agents or contractors.

(b) Each of the parties hereto assumes the entire legal liability for, and shall hold the other party harmless from, all losses and expenses on account of all injuries, including death, to its own employees, agents, or contractors, arising out of or incurred in the course of their employment, except if such loss is caused by the sole negligence of the other party or its employees, agents, or contractors, in which event such loss and expense shall be borne and paid by said other party.

(c) Each of the parties hereto assumes liability according to law, for one-half of all losses and expenses on account of all injuries, including death, to persons other than employees of the parties hereto and

facilities in good workmanlike order and repair, and remove brush, bushes, and trees from the surface of said rights of way beneath its aerial wires. Electric also agrees, upon termination of this Agreement to promptly, at its sole expense, remove the transmission facilities and repair any damage caused by said removal.

(13) If Electric shall default in or neglect or refuse to keep and fully perform any of the terms and obligations required to be kept and performed by it and such default shall not be remedied or cured within ninety (90) days after written notice thereof from Suburban, Suburban may thereupon at its option

(a) either terminate this Agreement by written notice thereof to Electric, in which event the whole balance of the term rental shall become due and immediately payable; or

(b) shall have the right to remedy or correct said default either by its own employees or by independent contractor and to hold Electric liable for the expense thereof and for all losses, expenses, and costs sustained by Suburban during the period of default and correction.

(14) In the event of any dispute between the parties arising under this Agreement, the parties agree to arbitrate such dispute in the following manner, to wit: Each party shall appoint, in writing, an arbitrator and the two arbitrators so appointed shall promptly determine the dispute and such determination shall be final and conclusive and the parties waive any right which might otherwise exist to have the decision reviewed by any court. If, however, such two arbitrators, within fifteen (15) days from the date of their appointment, cannot and do not mutually agree in determining the dispute, the two arbitrators so chosen shall, within seventeen (17) days after the date of their appointment, select a third arbitrator, and the three arbitrators so chosen shall report their findings to the parties within fifteen (15) days thereafter; the decision of the arbitrators so selected, or if such arbitrators shall be unable to agree, the decision of a majority of the three arbitrators selected as aforesaid shall be final and conclusive as to such dispute and the parties waive any right which might otherwise exist to have the decision reviewed by any court. It is further agreed that the cost and charges of such arbitration and the

compensation of the third arbitrator, if required, shall be paid as the arbitrators may determine.

(15) The parties agree to execute, acknowledge, and deliver for recording, a short form of Agreement in lieu of recording this Agreement, a copy of said form being attached hereto marked Exhibit "A".

(16) Any notices to be given hereunder by either party shall be in writing and sent by United States mails to the other at its principal office as follows:

Philadelphia Suburban Transportation Company

69th Street Terminal, Upper Darby, Pennsylvania

and

Philadelphia Electric Company

1000 Chestnut Street, Philadelphia, Pennsylvania,

Attention of Real Estate Department.

(17) Electric agrees to procure at its own expense all requisite approval of this Agreement and to comply with all requirements of governmental authority and other applicable authority prior to any construction work in accordance herewith. Suburban agrees to cooperate with Electric if necessary in the procurement of said approval.

(18) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said PHILADELPHIA SUBURBAN TRANSPORTATION COMPANY and PHILADELPHIA ELECTRIC COMPANY have caused their common or corporate seals to be hereto affixed, duly attested, the day and year first above written.

PHILADELPHIA SUBURBAN TRANSPORTATION
COMPANY

Attest:

By:

Edna J. H. H. H.
Secretary

W. H. H. H.
President

PHILADELPHIA ELECTRIC COMPANY

Attest:

By

T. J. J. J.
Secretary

W. H. H. H.
Vice President

THIS AGREEMENT made this 21st day of November A. D. 1927, by and between PHILADELPHIA SUBURBAN TRANSPORTATION COMPANY, a corporation of the Commonwealth of Pennsylvania, maintaining its principal office in 69th Street Terminal, Upper Darby, Pennsylvania, hereinafter called "Suburban", part of the first part, and PHILADELPHIA ELECTRIC COMPANY, also a corporation of the Commonwealth of Pennsylvania, maintaining its principal office at 1000 Chestnut Street, Philadelphia, Pennsylvania, hereinafter called "Electric", party of the second part.

WITNESSETH: By an Agreement bearing even date herewith, Suburban granted unto Electric certain rights for a term of years in and to a portion of the property of Suburban which was formerly owned by Philadelphia and Western Street Railway Company, the portion of the premises affected by said Agreement consisting of that portion of said property as is indicated, outlined in red on two sets of plans of the property, one set of which is in the possession of each of the parties hereto, beginning at the south bank of the Schuylkill River in Bridgeport and extending Southwardly and Southeastwardly through the Borough of Bridgeport and the Townships of Upper Merion and Lower Merion of Montgomery County, and Townships of Radnor and Haverford of Delaware County to Township Line, between the Township of Haverford and the Township of Upper Darby; and, as indicated outlined in green on the aforementioned plans beginning at Township Line, the dividing line between the Township of Haverford and the Township of Upper Darby and extending southwardly to State Road in the Township of Upper Darby. A copy of the said Agreement is in possession of each of the parties hereto.

IN WITNESS WHEREOF, the said PHILADELPHIA SUBURBAN TRANSPORTATION COMPANY and PHILADELPHIA ELECTRIC COMPANY have caused their common or corporate seals to be hereto affixed, duly attested, the day and year first above written.

PHILADELPHIA SUBURBAN TRANSPORTATION
COMPANY

Attest:

By:

s/ Edward H. Huss
Secretary

s/ J. R. McCain
President

PHILADELPHIA ELECTRIC COMPANY

Attest:

By:

s/ V. J. Walsh
Secretary

s/ W. H. Jones
Vice President

COMMONWEALTH OF PENNSYLVANIA :
 : SS.
COUNTY OF PHILADELPHIA :

On the 21st day of November, A.D., 1957, before me, the subscriber, a Notary Public for the Commonwealth of Pennsylvania, residing in the County aforesaid, personally appeared V. J. Walsh
- Secretary of PHILADELPHIA ELECTRIC COMPANY, a Pennsylvania corporation, who being duly sworn according to law, says he was personally present at the execution of the above Agreement, and saw the common or corporate seal of the said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation; that the said Agreement was duly sealed and delivered by W. H. Jones, Vice-President of the said corporation, as and for the act and deed of the said corporation, for the uses and purposes therein mentioned, pursuant to a resolution, of its Board of Directors duly adopted at a meeting on the Twenty-eighth day of October, 1957, and that the names of this deponent as Secretary and of W. H. Jones as Vice-President of the said corporation, subscribed to the above Agreement in attestation of its due execution and delivery, are of their and each of their respective handwritings.

s/ V. J. Walsh

Secretary

Sworn to and subscribed
before me the day and year
aforesaid. Witness my hand
and Notarial Seal.

s/ James D. Lynch
Notary Public

My Commission expires

Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires December 16, 1958

EXHIBIT "A"

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF DELAWARE

:
:
:

SS.

On the 21st day of November A.D., 1957, before me, the subscriber, a Notary Public for the Commonwealth of Pennsylvania, residing in the County aforesaid, personally appeared Edward H. Huss, Secretary of PHILADELPHIA SUBURBAN TRANSPORTATION COMPANY, a Pennsylvania corporation, who being duly sworn according to law, says he was personally present at the execution of the above Agreement, and saw the common or corporate seal of the said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation; that the said Agreement was duly sealed and delivered by J. R. McCain, President of the said corporation, as and for the act and deed of the said corporation, for the uses and purposes therein mentioned, pursuant to a resolution of its Board of Directors duly adopted at a meeting on the 5th day of August 1957, and that the names of this deponent as Secretary and of J. R. McCain, as President of the said corporation, subscribed to the above Agreement in attestation of its due execution and delivery, are of their and each of their respective handwritings.

s/ Edward H. Huss
Secretary

Sworn to and subscribed
before me the day and year
aforesaid. Witness my hand
and Notarial Seal.

s/ Edith H. Mason
Notary Public

Notary Public, Upper Darby Twp., Del. Co.
MY COMMISSION EXPIRES FEBRUARY 2, 1961

16-47637

SECRETARY'S
REGISTRY NO. 189 892

THIS AGREEMENT, made this

12th

day of

July

A. D. 1957, by and between THE PENNSYLVANIA RAILROAD COMPANY, Transportation Center, 6 Penn Center Plaza, Philadelphia 4, Pennsylvania, party of the first part, (hereinafter called "Railroad Company"), and PHILADELPHIA ELECTRIC COMPANY, 1000 Chestnut Street, Philadelphia 5, Pennsylvania, a Pennsylvania corporation, party of the second part (hereinafter called "Electric Company"),

WITNESSETH THAT

WHEREAS, Electric Company desires to construct, maintain, and use certain circuits for the transmission of electricity, hereinafter more particularly mentioned, along the right-of-way of Railroad from a point west of Morton, Delaware County, Pennsylvania to a point adjacent Electric Company's Llanerch Substation near Llanerch, Delaware County, Pennsylvania; two of said circuits being shown in yellow on plan 45FF-21, dated May 13, 1957, attached hereto, made a part hereof, and marked Exhibit "A", and the other two of said transmission circuits being shown in red on said Exhibit "A": and

WHEREAS, Railroad has constructed and is using steel poles and structures along the right-of-way of the Octoraro Branch of the Philadelphia, Baltimore, and Washington Railroad Company from west of Morton, Delaware County, Pennsylvania to the junction with the Newtown Square Branch of the Philadelphia, Baltimore, and Washington Railroad Company at Fernwood, Delaware County, Pennsylvania, for signal and transmission lines and for a catenary system; between points designated "A" and "B" on said Exhibit "A": and

WHEREAS, Electric Company has constructed, is using, and maintaining steel poles along the right-of-way of the Newtown Square Branch of the Philadelphia, Baltimore, and Washington Railroad Company from the junction with the Octoraro Branch of the Philadelphia, Baltimore, and Washington Railroad Company at Fernwood, Delaware County, Pennsylvania, to a point adjacent Electric Company's Upper Darby Substation between points designated "B" and "C" on said Exhibit "A"; and

WHEREAS, Railroad Company has space available on its Newtown Square Branch, Philadelphia, Baltimore, and Washington Railroad Company for the erection of steel poles along said Branch to a point adjacent Electric Company's said Llanerch Substation, between points designated "C" and "E" on said Exhibit "A"; and

WHEREAS, Electric Company desires to occupy said steel poles and structures of Railroad Company along said right-of-way of the Railroad Company, to erect additional steel poles or structures along said rights-of-way, and to continue occupation of steel poles erected by Electric Company along said rights-of-way of the Railroad Company, in order to support Electric Company's aforesaid transmission circuits between a point west of Morton and a point adjacent

Electric Company's Llanerch Substation, a distance of approximately seven and fifty-one hundredths (7.51) miles, and to make attachments to said Electric Company's new poles and structures, and to continue to use attachments to Electric Company's existing poles upon the said rights-of-way of the Railroad Company: as shown on the above mentioned Exhibit "A": and

WHEREAS, Railroad Company is willing to grant to Electric Company the right to so use said existing poles and structures of the Railroad Company and to erect and so use the additional steel poles and structures and to continue to use Electric Company's existing steel poles for the purpose aforesaid upon certain terms and conditions:

NOW, THEREFORE, in consideration of the premises and of the benefits accruing to each of the parties hereto, it is hereby mutually covenanted, stipulated, and agreed by and between the parties hereto, as follows:

First: Railroad Company, in so far as it may legally do so and its present title permits, grants to Electric Company the right (1) to make such additions, revisions, or changes to the facilities of Railroad Company as may be necessary to permit the attachment of the facilities of Electric Company and to strengthen the structures adequately for joint use, and thereafter to use, jointly with Railroad Company, (2) to perform such other work as may be required to relocate the existing facilities of Railroad Company in order to accommodate the facilities of Electric Company, (3) to construct and maintain on the right-of-way of Railroad Company, new poles or structures as shown on said Exhibit "A", not connected with or made an integral part of existing poles and structures of Railroad Company but as a part of and for the support of said transmission lines, (4) to occupy existing poles or structures now owned and maintained by Electric Company, (5) to occupy said poles or structures with two three-phase, nominal 132,000-volt transmission circuits, one of which will be operated initially as a three-phase, nominal 66,000-volt circuit, each being shown in yellow on said Exhibit "A", and two three-phase, nominal 33,000-volt transmission circuits, each being shown in red on said Exhibit "A", said circuits, including conductors, insulators, ground wire or ground wires where necessary, and other appurtenances, to extend the full length of the Railroad right-of-way between points "A" and "E" for one 132,000-volt transmission circuit, between points "C" and "E" for circuit operated initially 66,000 volts (ultimately 132,000 volts), and between points "C", "D", and "E" for the 33,000-volt transmission circuits, as indicated on said Exhibit "A", all of said facilities being herein referred to collectively, unless otherwise specifically indicated as transmission circuits, and (6) to operate, maintain, renew, and repair said transmission circuits and to make the connections thereto shown on the attached Exhibit "A" under and subject to the following terms and conditions:

(a) All work performed by Electric Company, including additions, revisions, changes, relocations, erection of new poles and towers, and transmission circuits and other appurtenances shall be made, constructed or installed by and at the sole cost and expense of Electric Company, at such time or times and in such manner as shall be approved by the Regional Manager of Railroad Company, or his agent or representative; Provided, however, that Railroad Company shall have the right to perform, upon notice to Electric Company, such part of the work as it may deem expedient to do with its own forces, and Electric Company shall reimburse Railroad Company the cost and expense thereof.

(b) Except the transmission circuits of Electric Company, all additions to the steel poles and structures of Railroad Company, including any new poles or towers constructed hereunder but connected with and made an integral part of existing poles or structures of Railroad Company shall be owned, maintained, repaired, and renewed by and at the sole cost and expense of Railroad Company.

(c) All new poles and towers (except poles and towers connected with and made an integral part of existing poles and structures of Railroad Company) and the transmission circuits shall be owned, operated, maintained, repaired and renewed by and at the sole cost and expense of Electric Company.

(d) The facilities owned as aforesaid by Electric Company shall be maintained, repaired, and renewed in such manner and at such time or times, in all respects, as shall be satisfactory to the Regional Manager of Railroad Company, or his agent. In the event Electric Company should fail to make any repairs or renewals as may be requested from time to time by Railroad Company, Railroad Company may, in order to protect and safeguard its property, traffic, patrons, or employes from damage or injury, at any time, with or without notice to Electric Company, make such repairs and renewals and furnish such material therefor as it deems adequate and necessary, at the sole cost and expense of Electric Company, which cost and expense Electric Company agrees to pay to Railroad Company on demand.

Second: (a) Electric Company, at its sole cost and expense, shall promptly make such changes, adjustments, or relocations in its own structures or its own facilities, whether such facilities are on the structures jointly occupied with Railroad Company or on its own structures, as may from time to time be requested by the Regional Manager of Railroad Company, or his agent, when in his opinion such change may be necessary for railroad purposes. Electric Company shall also remedy any inductive interference growing out of or resulting from the presence of its said circuits. In the event Electric Company should fail to make any such changes, adjustments, or relocations in its structures or its facilities, or correct inductive interference, Railroad

Company may do so, and Electric Company agrees to pay to Railroad Company on demand the cost and expense thereof.

(b) Electric Company shall also pay to Railroad Company, on demand, any additional cost that may from time to time arise from or grow out of any changes in or re-arrangements of the structures and facilities, or relocation of right-of-way, of Railroad Company where such additional cost would not have been incurred except by the presence of the structures and facilities owned by Electric Company.

(c) In the event electrification of the railroad in the area covered by this Agreement is abandoned during the life of this Agreement, the parties agree to amend this Agreement in an equitable manner based upon the conditions that exist at that time, taking into consideration, among other things, the ownership of the said poles and structures of Railroad Company, the modification or termination of Railroad Company's obligation to maintain and repair, said poles and structures, and the payment of rentals by Electric Company.

Third: Electric Company and Railroad Company shall each, upon notice from the other given twenty-four (24) hours in advance, de-energize whatever circuits are necessary in order to facilitate the maintenance or repair of the structures and circuits or for the performance of other work required in connection with matters or things hereinbefore mentioned. In an emergency, the parties shall immediately take such action as may be necessary.

Fourth: Commencing with the effective date of this agreement as hereinafter provided, Electric Company shall pay to Railroad Company as compensation for the 132,000-volt transmission circuits (one initially 66,000 volts) and the 33,000-volt transmission circuits the sum of FOURTEEN THOUSAND ONE HUNDRED FIFTY-NINE DOLLARS (\$14,159.) per annum. The compensation to be paid by Electric Company to Railroad Company shall be payable in advance in equal, quarterly installments, without prior demand, at the office of the Treasurer of Railroad Company in Philadelphia. In addition to the aforesaid compensation, Electric Company shall pay or reimburse Railroad Company for the proper and equitable proportion of any and all taxes which may be assessed against Railroad Company by any governmental authority by reason of said facilities of Electric Company. In the event of the termination of this Agreement without default on the part of Electric Company, Railroad Company shall refund to Electric Company the rateable and equitable proportion of the compensation (excluding taxes, if any, for which Railroad Company may be unable to secure a credit or refund from public authority) paid for the period intervening between the date of such termination and the end of the period for which such payment shall have been made.

Fifth: (a) This Agreement shall take effect as of the *first day of September* A. D. 1957, and shall continue in full force and effect from said date for a period of twenty-five (25) years, or until Midnight, *September 1*, A. D. 1982, and, unless Electric Company shall give notice to Railroad Company of its desire to terminate the Agreement at the end of said term by at least eighteen (18) months' prior notice in writing, this Agreement shall continue in force and effect for a further term of twenty-five (25) years, or until Midnight, *September 1*, A. D. 2007, and, unless the Agreement is terminated by either party by at least eighteen (18) months prior notice in writing before the expiration of the second 25-year term, the Agreement shall continue from year to year, until terminated by either party by giving twelve (12) months' prior notice in writing. Notwithstanding, however, the said term or renewal term, it is understood and agreed that if Electric Company shall fail, neglect, or refuse to keep and perform any of the obligations required to be kept and performed by it, and such default shall not be remedied or cured within ninety (90) days after written notice thereof from Railroad Company, Railroad Company may thereupon, at its option, by written notice to Electric Company, terminate this Agreement and in such event the Agreement shall immediately cease and determine upon receipt of such notice; but all and singular the terms and provisions hereof shall continue with respect to any and all matters or things occurring or arising from events or happenings prior to or upon such termination until the same have been fully settled, paid, satisfied, and compiled with, and settlement made between the parties hereto in accordance with the terms hereof. Any indulgence shown in not insisting in any one or more instances upon strict performance of any term or provision hereof, or to exercise the option herein contained, shall not be construed as a waiver or relinquishment for the future of such term or provision, which term or provision shall continue and remain in full force and effect. Waivers, changes, alterations, modifications, or supplements to this Agreement shall be made only in writing, by exchange of letters or other documents, signed or executed by the respective Regional Manager or higher officer of Railroad Company and by the respective Vice-President, Engineering, or higher officer of Electric Company. Any notice given or required under this Agreement shall be in writing and considered as duly given if served personally upon any of the aforesaid officers of the respective parties hereto, or if mailed, postpaid, by United States Registered Mail, addressed to said parties at the address first hereinbefore given.

(b) Upon termination of this Agreement Electric Company, at its sole cost and expense, shall remove the facilities owned by Electric Company, as well as such other facilities (installed or constructed hereunder for use of Electric Company) as Railroad Company may desire to have removed, from the premises and restore said premises to their former condition; or, on

refusal or failure of Electric Company promptly so to do, Railroad Company may make such removal and restoration, at the cost and expense of Electric Company, which cost and expense the latter agrees to pay to Railroad Company on demand: Provided, however, that Electric Company, at its sole cost and expense, may remove the facilities, or any part thereof, owned by Electric Company, at any time agreeable to the Railroad Company.

Sixth: (a) It is understood between the parties hereto that the operations of the Railroad Company involve some risk, and Electric Company, as part of the consideration for this grant, hereby releases and waives any right to ask for or demand damages for or on account of loss of or injury to said facilities and appurtenances of Electric Company that are over, upon, or in the right-of-way and facilities of Railroad Company, including the loss of or interference with service thereof, and whether attributable to the fault, failure or negligence of Railroad Company, or otherwise.

(b) Electric Company also covenants and agrees to and shall at all times indemnify, protect, and save harmless Railroad Company from and against all cost or expense resulting from any and all losses, damages, detriment, suits, claims, demands, costs, and charges which Railroad Company may suffer, sustain, or be subjected to by reason or on account of the construction, placement, attachment, presence, use, maintenance, relocation, or removal of said facilities and appurtenances of Electric Company on or from the premises, whether such losses and damages be suffered or sustained by Railroad Company directly, or by its officers, employees, patrons, or licensees, or be suffered or sustained by other persons or corporations, including Electric Company, its officers, employees, agents, and representatives, who may seek to hold Railroad Company liable therefor, and whether attributable to the fault, failure or negligence of Railroad Company, or otherwise, except that such indemnification of Railroad Company shall not be applicable when such loss or damage to others than officers, employees, agents and representatives of Electric Company shall result from negligence of Railroad Company in respect to the supporting poles or structures of Railroad Company.

Seventh: This Agreement shall, if applicable, be subject to Section 202(e) and any and all other applicable provisions of the Pennsylvania Public Utility Law.

Eighth: This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; Provided, however, that Electric Company, or any successor or assignee holding under it, them, or any of them, shall give notice in writing to Railroad Company, its successor or assignee, within ninety (90) days of any such transfer or assignment; otherwise, the right or privilege covered by this Agreement shall cease and determine at the expiration of said ninety-day period. It is understood and agreed that Electric Company

shall, however, not have the right to transfer or assign this Agreement to, or permit the use of the said facilities by, any person or corporation other than a public utility having substantial similar franchise powers to those of Electric Company in the general territory comprehended by this Agreement.

IN WITNESS WHEREOF, the said parties hereto have caused this Agreement to be duly executed the day and year first hereinbefore written.

THE PENNSYLVANIA RAILROAD COMPANY

By

Vice President
Transportation and Maintenance

ATTEST:

John J. Johnson
ASST. Secretary

PHILADELPHIA ELECTRIC COMPANY

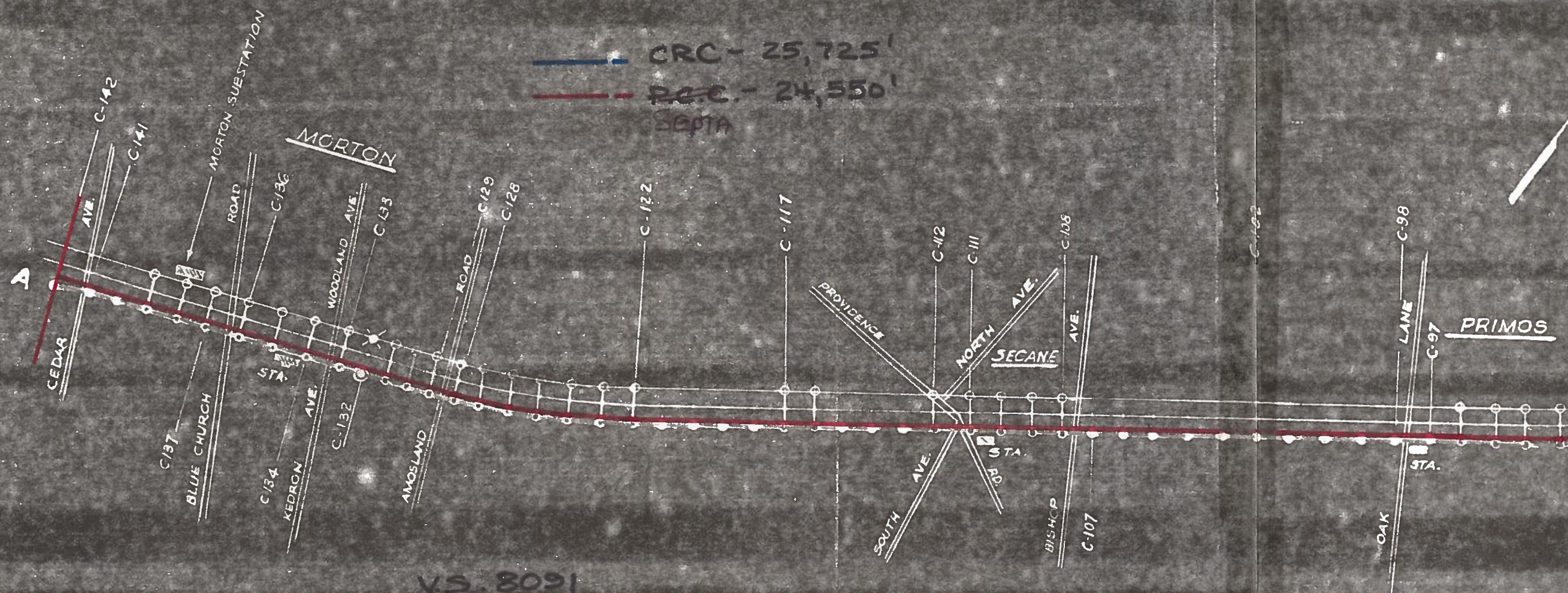
By

Vice President

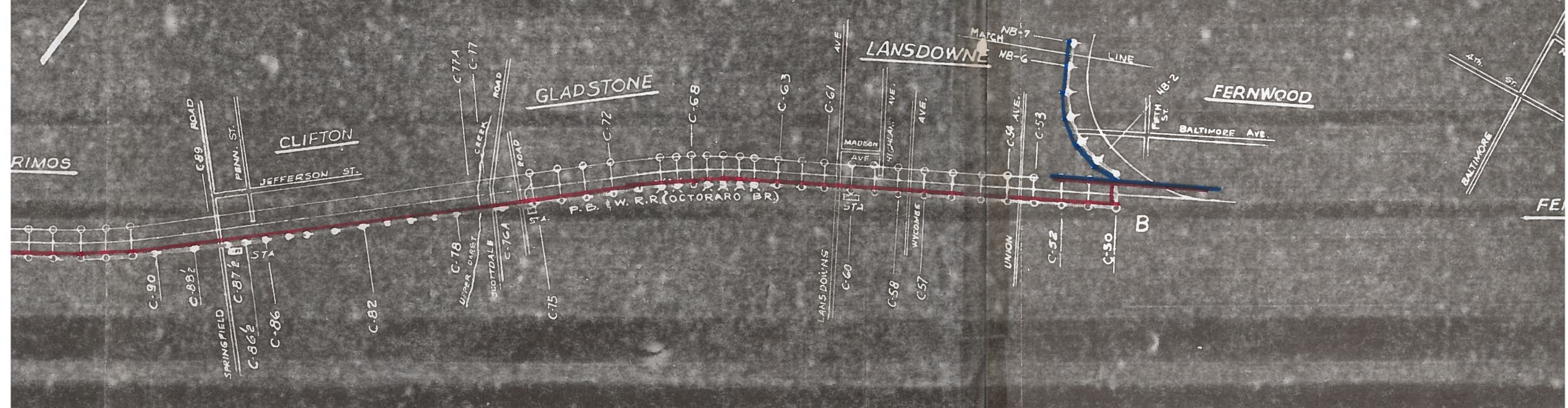
ATTEST:

John J. Johnson
Secretary

APPROVED
<i>[Signature]</i>
RECEIVED
<i>[Signature]</i>
DATE
<i>[Signature]</i>

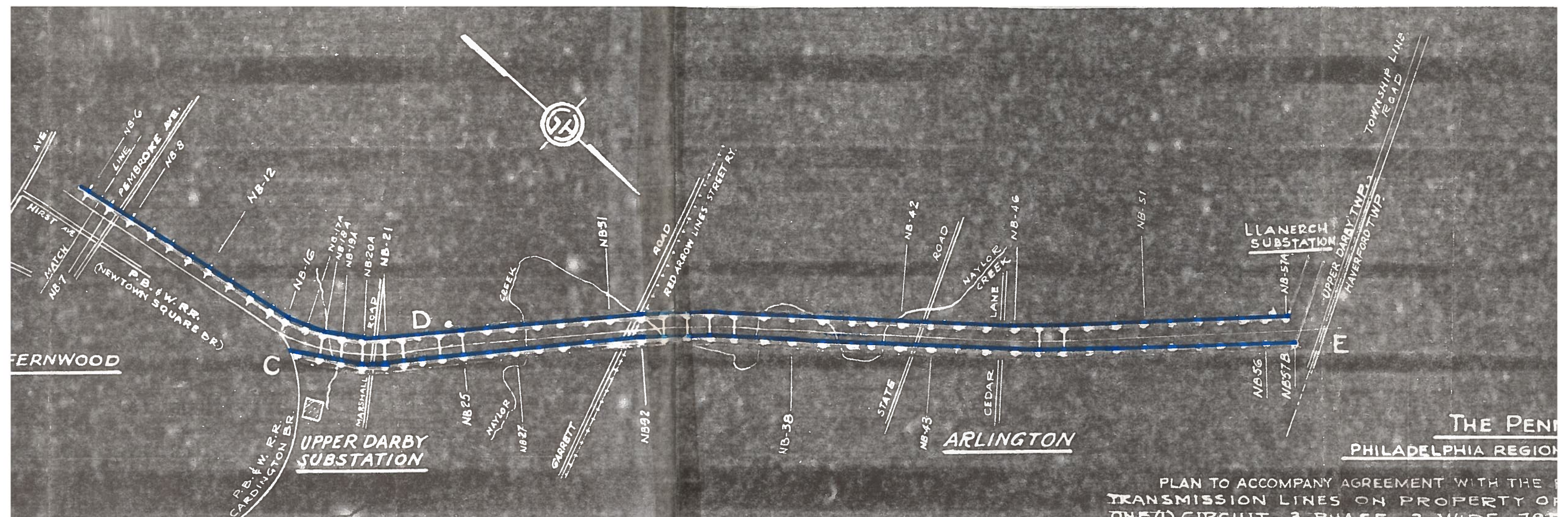


VS. 8091
 $\frac{V.M. 1112}{3-8} \quad \frac{1-3}{1-3}$
 L.C. 1186-1130
 241+15 - 402+95
 127+20 - 277+55



KEY

P.E. CO. 132-KV CIRCUIT ON R.R.
 P.E. CO 33-KV CIRCUIT ON R.R.
 EXISTING RAILROAD POLE, -OWNERS
 R.I.K. CO. POLES AND STRUC
 POLES TO BE INSTALLED
 POLES TO BE INSTALLED, O
 EXISTING POLES OWNED AND



THE PENN
PHILADELPHIA REGION

EXHIBIT "A"

PLAN TO ACCOMPANY AGREEMENT WITH THE
TRANSMISSION LINES ON PROPERTY OF
ONE (1) CIRCUIT, 3-PHASE, 3-WIRE, 79.5
STRUCTURE C-142, WEST OF MORTON
SUBSTATION OF THE PHILADELPHIA ELE
BRANCH, VIA FERNWOOD. ONE (1) CIRCU
CONDUCTOR, (INITIALLY 66-KV, ULTIMAT
3-WIRE, 4/0 ACSR CONDUCTOR, 33-KV
PHILADELPHIA ELECTRIC COMPANY TO LU
ELECTRIC COMPANY ON THE NEWTOWN
IN DELAWARE COUNTY, PENNA.

- R. RIGHT OF WAY ————
- R.R. RIGHT OF WAY ————
- SHIP AND MAINTENANCE TRANSFERRED TO PHILADELPHIA ELECTRIC COMPANY — (O)
- STRUCTURES TO WHICH P.E. CO. 132-KV CIRCUIT IS TO BE ATTACHED ——— (O)
- BY P.E. CO. AND OWNED AND MAINTAINED BY R.R. CO. ——— (X)
- OWNED AND MAINTAINED BY P.E. CO. ——— (●)
- AND MAINTAINED BY P.E. CO. TO BE MODIFIED FOR 132-KV LINE ——— (▲)

SCALE: 1" = 1000'

45FF-21

Phila. E

THIS AGREEMENT made this *4th* day of *November* A. D. 1958, by and between THE CONNECTING RAILWAY COMPANY and THE PENNSYLVANIA RAILROAD COMPANY, operating the railroad of The Connecting Railway Company as Lessee through its lease of The Philadelphia and Trenton Rail Road Company, whose address is 43 Haverford Station Road, Haverford, Pennsylvania, parties of the first part, hereinafter called "Railroad Company," and PHILADELPHIA ELECTRIC COMPANY, 1000 Chestnut Street, Philadelphia, Pennsylvania, party of the second part, hereinafter called "Electric Company";

WITNESSETH THAT:

WHEREAS, Electric Company desires to construct, maintain, and use two certain circuits for the transmission of electricity, hereinafter more particularly described, along the right-of-way of Railroad Company's Chestnut Hill and Fort Washington Branches, from a point at steel-pole structure H-29 on the right-of-way of the Chestnut Hill Branch of Railroad Company near Hunting Park Avenue, in the City and County of Philadelphia, Pennsylvania, to a point on the right-of-way of the Fort Washington Branch of Railroad Company at Wyndmoor, Montgomery County, Pennsylvania, approximately 1,750 feet north of Cedarbrook Substation of Electric Company, a distance of approximately five and sixty-six hundredths (5.66) miles; one of said transmission circuits being shown in solid yellow on Plan 45FF-17, dated March 1, 1958, attached hereto, made a part hereof and marked Exhibit "A", and the other of said transmission circuits, to be erected in the future, being shown in dotted white on said Exhibit "A"; and

WHEREAS, Railroad Company has certain poles and structures for its power, electric, signal, and communication lines along the right-of-way of said Chestnut Hill Branch used in the operation of its railroad, from and including said steel-pole structure H-29, near Hunting Park Avenue, to and including steel-pole structure H-121 at point of junction with the Fort Washington Branch, north of Allen Lane railroad station, in the City of Philadelphia, a distance of approximately three and ninety-nine hundredths (3.99) miles, said points being designated respectively as "A" and "B" on said Exhibit "A"; and there is insufficient area on said portion of the right-of-way for Electric Company to erect fully independent poles or structures between said points for the support of its above-mentioned transmission lines; and

WHEREAS, Railroad Company and Electric Company have reached the conclusion that Electric Company should purchase from Railroad Company the poles or structures,

with appurtenances, located at _____ and including said points "A" and "B", and with the right to remove and sell any of the said poles or structures, provided that Electric Company shall install other poles or structures which will support both the facilities of Railroad Company and of Electric Company; and

WHEREAS, Railroad Company has space available on the right-of-way of said Fort Washington Branch for the erection by Electric Company of steel-pole structures along said Branch between the point of junction with the Chestnut Hill Branch and the aforesaid point, approximately 1,750 feet north of Electric Company's above-mentioned Cedarbrook Substation, said between points being designated "B" and "C", respectively, on said Exhibit "A", and the distance between said points "B" and "C" being approximately one and sixty-seven hundredths (1.67) miles; and Railroad Company is willing to grant to Electric Company the right to occupy its right-of-way between points "B" and "C" shown on said Exhibit "A" with steel-pole structures to be erected by Electric Company, pursuant to this Agreement, for the purpose herein mentioned and upon the terms and conditions herein set forth;

NOW, THEREFORE, in consideration of the premises and of the benefits accruing to each of the parties hereto, it is hereby mutually covenanted, stipulated, and agreed by and between the parties hereto, as follows:

First: (a) Railroad Company, for and in consideration of the payments to it by Electric Company on the effective date of this Agreement of the sum of Forty-Seven Thousand Three Hundred Twenty-Three Dollars (\$47,323.00) does hereby sell, transfer, assign, and set over unto Electric Company, its successors and assigns, subject to the rights and conditions hereinafter provided, all right, title, estate and interest in and to the existing ground wire, seventy-one (71) electrification structures, including foundations, steel poles, guys, anchors, cross arms, bracket arms, beams, and cross catenaries (not, however, including the longitudinal catenary systems, signal apparatus, signal power lines, 11-kv feeder line, ground wires to structures used exclusively by Railroad Company, or any insulators or appurtenances related to any of these items mentioned within the parentheses), beginning with the present structure H-29 near Hunting Park Avenue to and including the present structure H-121 north of Allen Lane, Philadelphia, Pa., a distance of three and ninety-nine hundredths miles, all along the Chestnut Hill Branch of Railroad Company.

(b) Railroad Company covenants with Electric Company that it is the lawful owner of the property described in the preceding subsection (a) subject to the liens of mortgages of the Pennsylvania Railroad Company and the Connecting Railway Company, and that subject as aforesaid Railroad Company has a good right to sell said property and will warrant and defend same against the lawful claims and demands of all persons.

Second: Railroad Company, insofar as it may legally do so and its present title permits, grants to Electric Company the right: (1) to make such additions, revisions, or changes to the existing steel-pole structures on the property or to add such additional steel-pole structures as may be necessary, between points "A" and "B" shown on Exhibit "A", to permit the attachment of the transmission circuits of Electric Company and wire facilities of Railroad Company and to use jointly with Railroad Company, the said steel-pole structures on the property, (2) to perform such other work as may be required to relocate the existing wire facilities of Railroad Company in order to accommodate the facilities of Electric Company, (3) to construct and maintain on the right-of-way of Railroad Company's Fort Washington Branch, new steel-pole structures of Electric Company as shown on said Exhibit "A", as a part of and for the support of said transmission circuits, (4) to occupy all of said steel pole structures with two (2) three-phase, nominal 132,000-volt transmission circuits, 795,000 CM ACSR conductors, and two (2) 4/0 copper ground wires (134,600 CM ACSR on Fort Washington Branch), one circuit of which, shown in yellow on said Exhibit "A", will be operated initially as a three-phase nominal 66,000-volt circuit, the other being shown as a dotted white line on said Exhibit "A", to be erected in the future; said circuits to extend the full length of the Railroad right-of-way between points designated "A" and "C" on said Exhibit "A", all of said facilities, including conductors, insulators, crossarms, ground wires, and other appurtenances, being herein referred to collectively unless otherwise specifically indicated, as "transmission circuits", and (5) to operate, maintain, renew, and repair said transmission circuits, as well as supporting steel-pole structures, and to make the connections thereto shown on the attached Exhibit "A", under and subject to the following terms and conditions.

Third: (a) Electric Company, at its expense, shall make such removals, installations, additions, strengthening, changes, and renewals and perform such other

work as may be necessary to accommodate the transmission circuits of Electric Company and also the wire facilities of Railroad Company, to the end that Railroad Company shall have support at least equal to that which Railroad Company presently has.

(b) Railroad Company shall, as part consideration hereof and without any charge, have the right to support from any structures between points "A" and "B", including all structures hereafter erected by Electric Company, present and future catenary systems, transmission and power lines, signal apparatus, signal and communication lines, 11-kv feeder line, ground wires used exclusively by Railroad, and all insulators, apparatus, and appurtenances related to any of these items, and any other facilities necessary to railroad operations or which may be substituted for the same.

(c) Electric Company shall reimburse Railroad Company for the cost of modifying or transferring present wire facilities of Railroad upon or to new structures erected by Electric Company or any existing structures which are modified by Electric Company, and also for the replacement of present transmission circuits used by Railroad by an 11,000-volt feeder line.

(d) If in the future the structures used by Electric Company should require modification as a result of any future attachments by Railroad Company, other than as provided in the foregoing subparagraph (c), Railroad Company will pay the cost involved for such modification.

(e) All railroad longitudinal catenary, signal apparatus, signal power lines, 11-kv feeder line, ground wires used exclusively by Railroad, and insulators or appurtenances related to any of these items shall be maintained, repaired, and renewed by and at the sole cost and expense of Railroad Company.

(f) Electric Company, at its expense, shall maintain, repair, and renew the structures and transmission circuits used by Electric Company, including without limitation the ground wires and electrification structures and other property described or included in Article First hereof and in subdivisions (1), (3), and (4) of Article Second hereof. In the event Electric Company should fail to make any repairs or renewals as may be requested from time to time by Railroad Company, Railroad Company may, in order to protect and safeguard its property, traffic, patrons, or employes from damage or injury, at any time, with or without notice to Electric Company, make such repairs and renewals and furnish such material therefor as it deems adequate and necessary, at the sole cost and expense of Electric Company, which cost and expense Electric Company agrees to pay to Railroad Company on demand.

Fourth: (a) Electric Company, at its sole cost and expense, shall promptly make such changes, adjustments, or relocations in any structures or in its transmission circuits located on the aforesaid property and used by Electric Company, as may from time to time be requested by the Regional Manager of Railroad Company, or his agent, when in his opinion such change may be necessary for railroad purposes. Electric Company shall also remedy any inductive interference growing out of, or resulting from the presence of its said circuits. In the event Electric Company should fail to make any such changes, adjustments, or relocations in the structures or in its transmission circuits, or correct inductive interference, Railroad Company may do so, and Electric Company agrees to pay to Railroad Company on demand the cost and expense thereof.

(b) Electric Company shall also pay to Railroad Company on demand, any additional cost that may from time to time arise or grow out of any changes or rearrangements of the structures and transmission circuits used exclusively by Railroad Company, or relocations of right-of-way of Railroad Company where such additional cost would not have been incurred except by the presence of the structures and transmission circuits owned by Electric Company.

Fifth: (a) Before commencing any work, advance notice shall be given by Electric Company to the Regional Manager of Railroad Company, or his agent, which notice shall not, however, be less than forty-eight (48) hours; PROVIDED, in case of an emergency, the notice may be given in such manner and at such time as shall be reasonably applicable to the situation. The work shall be performed at such time and in such manner as shall be satisfactory to the Regional Manager of Railroad Company, or his agent; PROVIDED, however, that Railroad Company shall have the right to perform, upon notice to Electric Company, such part of any work as it may deem expedient to do with its own forces, and Electric Company shall reimburse Railroad Company the cost and expense thereof.

(b) Electric Company and Railroad Company shall each, upon notice from the other, given twenty-four (24) hours in advance, de-energize whatever circuits are required in order to facilitate the maintenance or repair of the structures and circuits or for the performance of any other work required in connection with matters or things hereinbefore mentioned. In an emergency, the parties shall immediately

take such action as may be necessary.

(c) In the course of any work by Electric Company, Electric Company shall, in addition to any other necessary and appropriate precautions, furnish any necessary qualified watchmen to warn workmen, or other persons about the work, of the approach of any train or other moving equipment upon the tracks of Railroad Company, and to keep all workmen or other persons, equipment, and materials a safe distance from the tracks (including any power, communication, and signal wires which are not de-energized) so that there will be no contacts with trains, rolling equipment, or wires. If Railroad Company deems it desirable, it may furnish such watchmen, as well as inspectors or other necessary personnel, during the course of any work by Electric Company, and Electric Company agrees to pay Railroad Company the cost thereof.

Sixth: Commencing with the effective date of this agreement as hereinafter provided, Electric Company shall pay to the Pennsylvania Railroad Company in addition to the sum mentioned in Article First hereof and as compensation for the initial circuit the sum of NINE THOUSAND, FOUR HUNDRED, THIRTY DOLLARS (\$9,430.00) per annum. Electric Company shall give not less than sixty (60) days' advance notice of intention to install the second circuit, and at the expiration of said period, but before the installation is commenced, the compensation to be paid hereunder shall be increased to FOURTEEN THOUSAND, THREE HUNDRED, FIFTEEN DOLLARS (\$14,315.00) per annum, as total compensation for both circuits. The compensation to be paid by Electric Company to Railroad Company shall be payable in advance in equal, quarterly installments, without prior demand, at the office of the Treasurer of The Pennsylvania Railroad Company in Philadelphia, or at such other place as the Railroad Company may designate. In addition to the aforesaid compensation, Electric Company shall pay or reimburse Railroad Company for the proper and equitable proportion of any and all taxes which may be assessed against Railroad Company by any governmental authority by reason of said facilities of Electric Company. In the event of the termination of this agreement without default on the part of Electric Company, Railroad Company shall refund to Electric Company the rateable and equitable proportion of such compensation (excluding taxes, if any, for which Railroad Company may be unable to secure a credit or refund from public authority) paid for the period intervening between the date of such termination and the end of the period for which such payment shall have been made.

Seventh: Should Electric Company abandon any structures and facilities,

or any part thereof, at any time in the future, or should this agreement be terminated, whichever occurs first, Electric Company shall promptly remove at no cost to Railroad Company the transmission circuits and any portions of the structures not necessary to Railroad Company in its operations, or if Electric Company shall not promptly remove same, Railroad Company may do so and Electric Company hereby agrees to reimburse Railroad Company upon demand for its expenses incurred in such removal provided, however, that Electric Company, at its sole cost and expense, may remove the facilities, or any part thereof, of Electric Company, at any time, except those which Railroad Company desires to remain for the use or support of its facilities, as set forth in Article Seventh hereof. Title to all portions of the structures of Electric Company between points "A" and "B" deemed necessary by Railroad Company for its operations shall revert to and vest in the Railroad Company free and clear of all liens and encumbrances of Electric Company and without payment therefor by Railroad Company, and Electric Company shall execute and deliver such document as may be necessary to transfer or confirm title to or in Railroad Company.

Eighth: This Agreement shall take effect as of the _____ day of November, A. D. 1958, and shall continue in full force and effect from said date for a period of twenty-five (25) years, or until midnight, October 31st, A. D. 1983, and, unless Electric Company shall give notice to Railroad Company of its desire to terminate the agreement at the end of said term by at least eighteen (18) months' prior notice in writing, this agreement shall continue in force and effect for a further term of twenty-five (25) years, or until midnight, October 31st, A. D. 2008, and unless the agreement is terminated by either party by at least eighteen (18) months' prior notice in writing before the expiration of the second 25-year term, the agreement shall continue from year to year, until terminated by either party by giving twelve (12) months' prior notice in writing. Notwithstanding, however, the said term of renewal term, it is understood and agreed that if Electric Company shall fail, neglect or refuse to keep and perform any or the obligations required to be kept and performed by it, and such default shall not be remedied or cured within ninety (90) days after written notice thereof from Railroad Company, Railroad Company may thereupon, at its option by written notice to Electric Company, terminate this agreement, and in such event the agreement shall immediately cease and determine upon receipt of such notice; but all and singular the terms and provisions hereof shall continue with respect to any and all matters or

things occurring or arising from acts or happenings prior to or upon such termination until the same have been fully settled, paid, satisfied, and complied with, and settlement made between the parties hereto in accordance with the terms hereof. Any indulgence shown in not insisting in any one or more instances upon strict performance of any term or provision hereof, or to exercise the option herein contained, shall not be construed as a waiver or relinquishment for the future of such term or provision, which term or provision shall continue and remain in full force and effect. Waivers, changes, Alterations, modifications, or supplements to this agreement shall be made only in writing, by exchange of letters or other documents signed or executed by the respective Regional Manager or higher officer of Railroad Company and by the respective Vice-President, Engineering, or higher officer of Electric Company. Any notice given or required under this Agreement shall be in writing and considered as duly given if served personally upon any of the aforesaid officers of the respective parties hereto, or if mailed, postpaid, by United States Registered Mail, addressed to said parties at the address first hereinbefore given.

Ninth: The Electric Company hereby releases and agrees to protect, indemnify, and save harmless Railroad Company (which when used herein shall also include any owner, lessor, lessee, successor, or assignee of the line of railroad involved):

(a) From all damages or payments for damage to the facilities, property, or equipment of or used by Electric Company, whether attributable to any negligence of Railroad Company, its officers, employes, or agents, or otherwise, provided, however, that if such damage to facilities, property, or equipment, shall result in whole or in part from the negligence or fault of Railroad Company, the cost and expense of repairing, reconstructing, or replacing such damaged facilities, property, or equipment (but not damages arising from loss of use or interference with such facilities of Electric Company or damage to other property of Electric Company not covered by this agreement) shall be borne equally by Railroad Company and Electric Company.

(b) All loss, damage, and expense which Railroad Company may directly or indirectly suffer, be subjected to, or for which it may be held liable, by reason of injury (including death) to officers or employes of or other persons sent by Electric Company upon the property or premises of Railroad Company in connection with the facilities used by Electric Company, whether attributable to any unsafe condition of the premises of Railroad Company, operations thereon, unsafe condition of the

facilities used by Electric Company, or any fault or neglect on the part of Railroad Company, its officers, and employees or otherwise;

Except as to persons and property hereinbefore mentioned, all other loss, damage, and expense, as well as claims or actions, involving persons and property shall be borne by the party at fault and equally where there is joint or concurring fault; it being agreed, however, that Railroad Company shall not be deemed negligent in respect to any unsafe condition of the facilities which Electric Company itself (and not Railroad Company) rehabilitates, constructs, maintains, repairs, renews, changes, or alters; and the parties shall so protect, indemnify, and save harmless each other.

If a claim or action is made or brought against either party and for which the other party may be responsible or liable hereunder, in whole or in part, such party shall be notified thereof by registered mail and permitted to participate in the handling or defense of such matter.

Tenth: This agreement shall be subject to any and all applicable provisions of the Pennsylvania Public Utility Law.

Eleventh: It is understood and agreed by Electric Company that Railroad Company shall not be required by this agreement (1) to continue to operate trains on the branches covered by this agreement by an overhead catenary system, or to use or to continue to use such a system, or (2) to operate trains on the said branches, or (3) to continue to be the owner of the property on which said branches are constructed. Railroad Company agrees that in the event of sale of the branches or any part thereof by Railroad Company to any person other than the Electric Company such sale will be made subject to the rights of Electric Company under this agreement.

This agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; PROVIDED, however, that Electric Company, or any successor or assignee holding under it, them, or any of them, shall give notice in writing to Railroad Company, its successor or assignee, within ninety (90) days of any such transfer or assignment; otherwise the right or privilege covered by this agreement shall cease and determine at the expiration of said ninety-day period. It is understood and agreed that Electric Company shall, however, not have the right to transfer or assign this agreement to, or permit the use of the said facilities by, any person or corporation other than a public utility having substantially similar franchise powers to those of Electric Company in the general territory comprehended

by this agreement.

IN WITNESS WHEREOF, the said parties hereto have caused this agreement to be duly executed the day and year first hereinbefore written.

THE CONNECTING RAILWAY COMPANY,

By [Signature]
Vice President

Attest: [Signature]
ASSISTANT Secretary

THE PENNSYLVANIA RAILROAD COMPANY,
operating the railroad of The Connecting Railway Company as Lessee through its lease of The Philadelphia and Trenton Rail Road Company,

By [Signature]
Vice President,
Trans. & Maint.

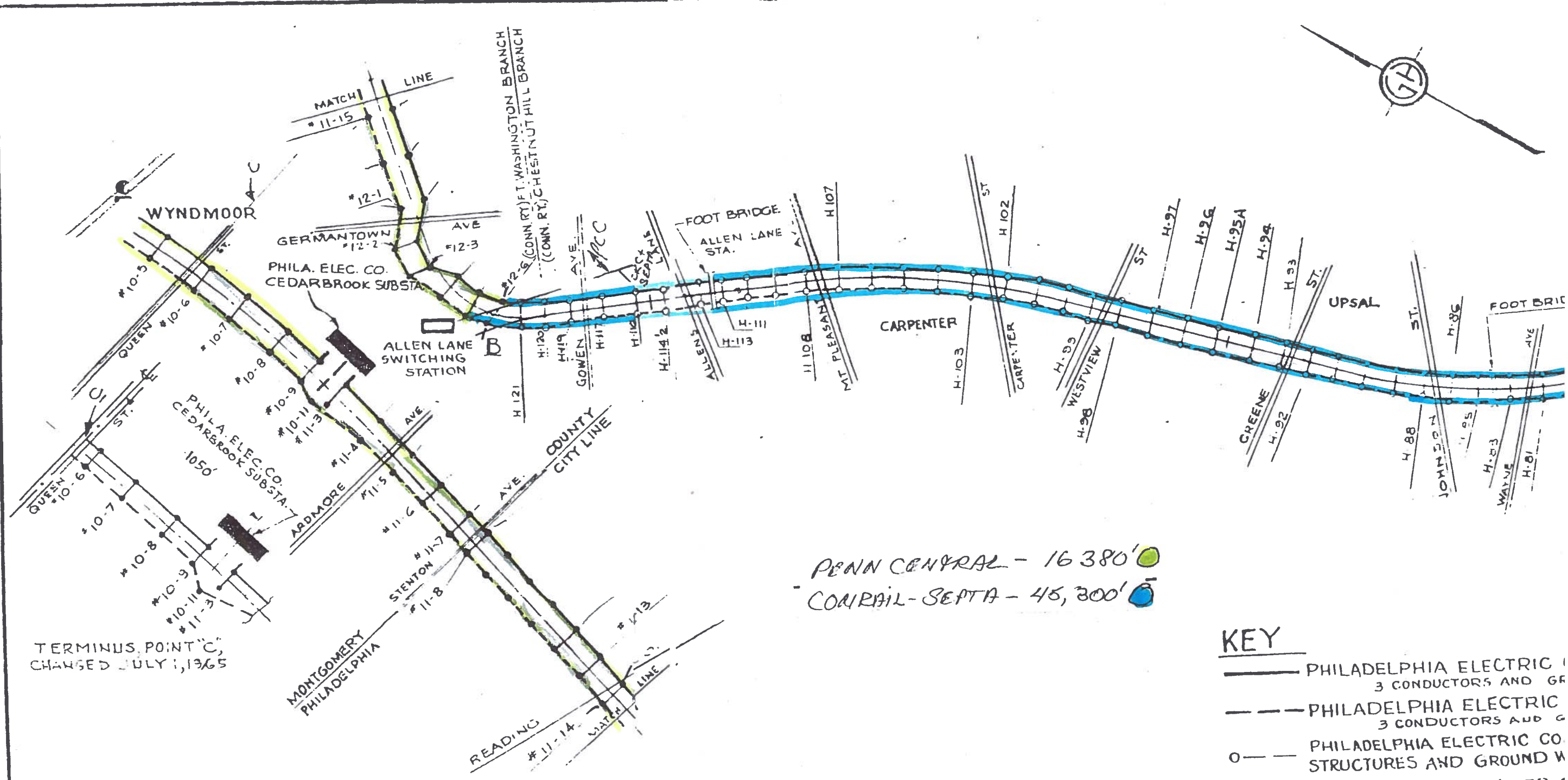
Attest: [Signature]
ASSISTANT Secretary



PHILADELPHIA ELECTRIC COMPANY,





By [Signature]
Vice President

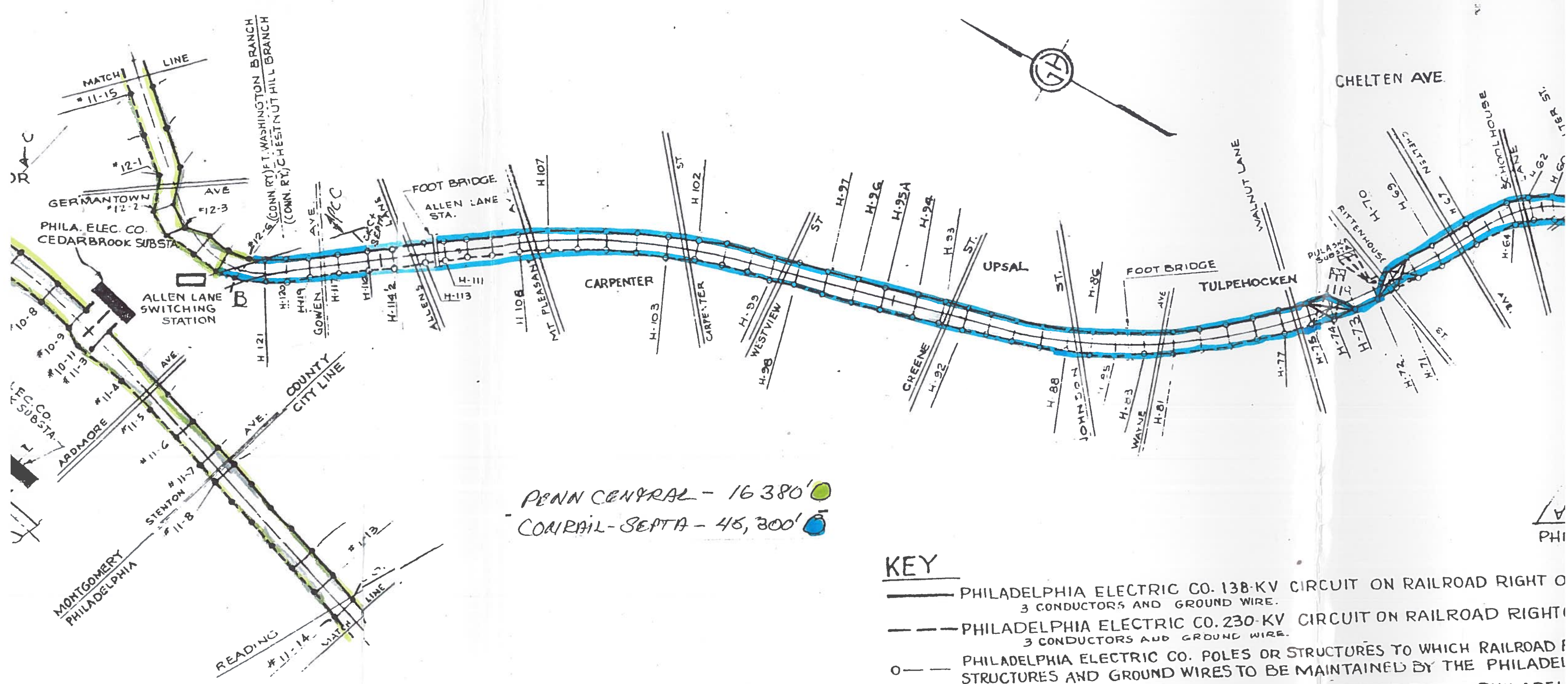
Attest: [Signature]
Secretary

[Handwritten notes]
1. B. K. K.



PENN CENTRAL - 16,380' 
 CONRAIL-SEPTA - 45,300' 

- KEY**
-  PHILADELPHIA ELECTRIC CO. 3 CONDUCTORS AND GROUND WIRE
 -  PHILADELPHIA ELECTRIC CO. 3 CONDUCTORS AND GROUND WIRE
 -  PHILADELPHIA ELECTRIC CO. STRUCTURES AND GROUND WIRE
 -  POLES TO BE INSTALLED, (C)



PENN CENTRAL - 16,380' ●
 COMRAIL-SEPTA - 45,300' ●

KEY

- PHILADELPHIA ELECTRIC CO. 138-KV CIRCUIT ON RAILROAD RIGHT OF WAY
3 CONDUCTORS AND GROUND WIRE.
- PHILADELPHIA ELECTRIC CO. 230-KV CIRCUIT ON RAILROAD RIGHT OF WAY
3 CONDUCTORS AND GROUND WIRE.
- — PHILADELPHIA ELECTRIC CO. POLES OR STRUCTURES TO WHICH RAILROAD POWER
STRUCTURES AND GROUND WIRES TO BE MAINTAINED BY THE PHILADELPHIA ELECTRIC CO.
- — POLES TO BE INSTALLED, OWNED AND MAINTAINED BY THE PHILADELPHIA ELECTRIC CO.

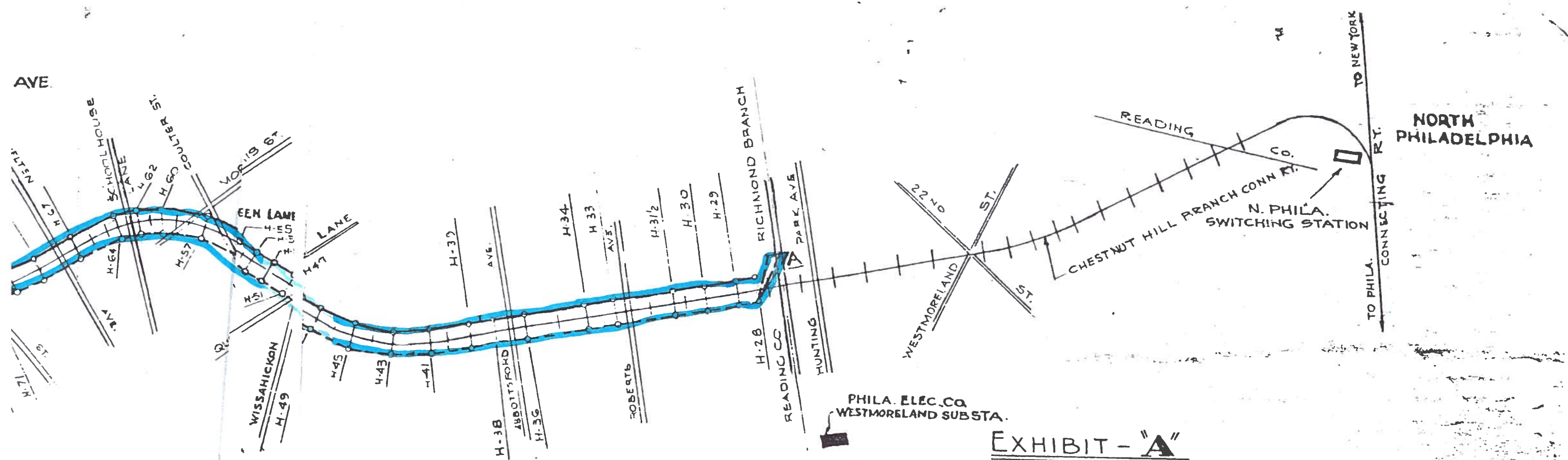


EXHIBIT - "A"
THE PENN CENTRAL TRANSPORTATION CORPORATION
EASTERN REGION
HARRISBURG DIVISION EAST

PLAN TO ACCOMPANY AGREEMENT WITH THE PHILADELPHIA ELECTRIC COMPANY FOR TRANSMISSION LINES ON PROPERTY OF THE PENN CENTRAL TRANSPORTATION COMPANY - ONE (1) CIRCUIT 3-PHASE, 138-KV, 3-WIRE, 795,000 CM ACSR CONDUCTOR, (INITIALLY 66 KV), ONE (1) CIRCUIT 3-PHASE, 230-KV, 3-WIRE, 1,590,000 CM ACSR CONDUCTOR AND TWO (2) 4/0 COPPER GROUND WIRES FROM A POINT 50 FT. SOUTH OF ELECTRIFICATION STRUCTURE H-28 NEAR HUNTING PARK AVE., PHILADELPHIA, PA. ALONG THE CHESTNUT HILL BRANCH, CONNECTING RAILWAY COMPANY TO ELECTRIFICATION STRUCTURE H-121 WEST OF ALLEN LANE, THENCE ALONG THE FORT WASHINGTON BRANCH, CONNECTING RAILWAY COMPANY WITH CONDUCTORS AS DESCRIBED ABOVE AND TWO (2) 134,600 CM ACSR GROUND WIRES, TO A POINT AT WYNDMOOR, MONTGOMERY COUNTY, PENNSYLVANIA, APPROXIMATELY 1050 FEET NORTH OF THE CEDARBROOK SUBSTATION OF THE PHILADELPHIA ELECTRIC COMPANY.

APPROVED TO INCLUDE 230 KV LINE:
 PHILA. ELEC. CO. CHIEF ENGR. P.C.T. CO. DATE

RAILROAD RIGHT OF WAY
 RAILROAD RIGHT OF WAY
 WHICH RAILROAD FACILITIES ARE AT THE PHILADELPHIA ELECTRIC COMPANY
 BY THE PHILADELPHIA ELECTRIC COMPANY

SCALE: 1" = 1000 FT.

45 FF-17

OFFICE OF ELECTRICAL ENGINEER, PHILA.
 DATE: 3-1-58