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October 29, 2021

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

**Re: Bill of Sale and Trail License Agreement between PECO Energy Company  
and Royersford Borough, Montgomery County, Pennsylvania**

Dear Ms. Chiavetta:

Enclosed for filing and approval pursuant to §507 of the Public Utility Code are a Bill of Sale and a Trail License Agreement between PECO Energy Company and Royersford Borough, Montgomery County, Pennsylvania. Please forward the Bill of Sale and Trail License Agreements to the Bureau of Technical Utility Services Department for approval.

Royersford Borough seeks to build a recreational trail to connect to the Schuylkill River Trail which lies on the other side of the Schuylkill River. PECO Energy has agreed to transfer ownership of an unused PECO owned railroad bridge crossing the Schuylkill River for this purpose. In consideration of this, Royersford Borough will grant an easement for PECO to cross the Schuylkill River at this bridge to access its facilities.

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  
Enclosures

## Bill of Sale

**THIS BILL OF SALE** (the "Bill of Sale") is made of the <sup>29<sup>th</sup></sup> day of September, 2021 and is effective October 7<sup>th</sup>, 2021 by **PECO ENERGY COMPANY**, a Pennsylvania corporation ("Seller") and **ROYERSFORD BOROUGH** ("Purchaser").

KNOW ALL MEN BY THESE PRESENTS:

Seller is the owner of 700 feet of the western side of a bridge over the Schuylkill River located in Spring City Borough, Chester County known as the "The Royersford Trestle Bridge." Bridge, as shown on Exhibit "A" attached (the "Bridge").

It is the intent of Seller to hereby sell transfer, convey, set-over and deliver to Purchaser all of Seller's right, title and interest in and to the Bridge.

1. Bill of Sale.

Seller, in consideration of the sum of One Dollar (\$1), does hereby sell, transfer, set-over and delivers unto Purchaser, its successors and assigns, all right, title and interest of Seller in and to the Bridge, reserving unto Seller an easement for electric transmission and distribution facilities in the form attached hereto as Exhibit "B."

TO HAVE AND TO HOLD the Bridge unto Purchaser, its successors and assigns, forever.

2. Assumption.

Purchaser accepts the foregoing transfer and assumes and agrees to be bound by and to perform and observe all of the obligations, covenants, terms and conditions to be performed or observed regarding the Bridge arising on or after the date hereof. Purchaser further agrees to indemnify Seller and hold Seller harmless from and against any and all claims, liens, damages, demands, causes of action, liabilities, lawsuits, judgments, losses, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) (collectively, the "Losses") asserted against or incurred by Seller by reason of or arising out of any failure by Purchaser to perform or observe the obligations, covenants, terms and conditions assumed by Purchaser hereunder arising in connection with the Bridge and related to the period on or after the date hereof.

3. Acceptance of Property.

Purchaser hereby accepts the Bridge on an "AS IS, WHERE IS" AND "WITH ALL FAULTS" CONDITION AND BASIS and acknowledges that the Bridge has been conveyed and transferred hereunder without any representation or warranty by Seller whatsoever and, to the extent permitted by applicable law, Purchaser expressly disclaims any representation or warranty implied by law.

4. Exclusions from the Transfer.

It is hereby acknowledged by the parties that the transfer of the Bridge shall not include claims relating to any real property tax refunds or rebates for periods accruing prior to the date hereof or existing insurance claims, which claims are hereby reserved by Seller.

6. Counterpart Copies.

This Bill of Sale may be executed in two or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto had executed a single copy of this Bill of Sale.

*[Signatures on following pages]*

IN WITNESS WHEREOF, intending to be legally bound hereby, the Purchaser has caused this Bill of Sale to be executed as of the date first written above.

**PURCHASER:**

ROYERSFORD BOROUGH

By: Donna Ziegler

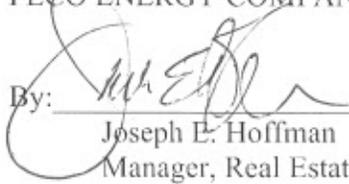
[Signatures Continue on Next Page]

IN WITNESS WHEREOF, intending to be legally bound hereby, the Seller has caused this Bill of Sale to be executed as of the date first written above.

**SELLER:**

PECO ENERGY COMPANY, a Pennsylvania corporation

By: \_\_\_\_\_

A handwritten signature in black ink, appearing to read "Joe Hoffman", is written over a horizontal line. The signature is stylized and cursive.

Joseph E. Hoffman  
Manager, Real Estate & Facilities

EXHIBIT A

Premises



EXHIBIT B

Easement

Prepared by and Return to:  
John C. Halderman  
PECO Energy Company  
2301 Market Street  
Philadelphia PA 19103  
Phone 215 841-4263

Parcel ID:

### Right of Way

**File No.:**  
**Quad Map No.:**

**ROYERSFORD BOROUGH** (the "Grantor"), owner of bridge over the Schuylkill River in Spring City Borough, County of Chester, Pennsylvania, as shown the plan attached hereto as Exhibit "A" (the "Premises"), for and in consideration of the sum of **ONE DOLLAR (\$1.00)**, the receipt whereof is hereby acknowledged, hereby grants to **PECO ENERGY COMPANY** (the "Company"), the full, free and uninterrupted right, liberty, privilege and authority to locate, relocate, install, renew, remove, replace, add to, operate and maintain on, over, under, along, across and within the premises such electric, gas and communication transmission and distribution facilities and appurtenances (the "Facilities") as from time to time the Company, shall determine are necessary or proper to supply its customers with gas service, together with the right of ingress and egress and the right to trim and keep trimmed, cut down and remove, in a workmanlike manner, all trees, roots, and branches of trees to the extent determined necessary by the Company, to provide sufficient clearance for the protection of the Facilities.

The aforesaid rights are granted under and subject to the following conditions:

- (1) The Grantor agrees to keep the area where the Facilities are located clear of buildings or any other permanent structure which could, in the opinion of the Company, interfere with the construction, maintenance or use of its Facilities;
- (2) The Grantor agrees that the initial exercise of any of the rights herein granted shall not be construed as limiting the Company's rights and privileges hereunder.

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

EXECUTED THIS 29<sup>th</sup> DAY OF September, 2021.

ROYERSFORD BOROUGH

By: Donna Ziegler

COMMONWEALTH OF PENNSYLVANIA :

: §

COUNTY OF Montgomery :

On this 29 day of September, 2021, before me a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Donna Ziegler, who acknowledged him/herself to be the Borough Manager of Royersford Borough a corporation, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by him/herself as such officer.

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

Jessica M Wong [SEAL]  
Notary Public

My Commission Expires: June 28, 2025

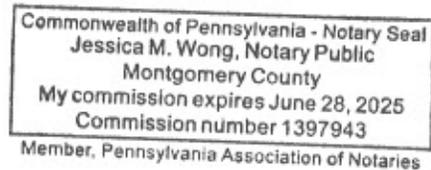


Exhibit A

Premises

