

C-2022-3031624
PECO Late Filed Exhibit

P F 10087

D-2013-547

This Indenture, made this *4th* day of *June*

A. D. 19 *79*, between **MANATAWNA CONSTRUCTION CO., INC.**

a corporation organized and existing under the laws of the

Commonwealth of Pennsylvania, (hereinafter called the Grantor), of the one part, and **PHILADELPHIA ELECTRIC COMPANY**, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, (hereinafter called the Grantee), of the other part:

WHEREAS, the Grantor(s) is the owner(s) of premises situate on the northwest side of Cathedral Road, in the 21ST WARD, City of PHILADELPHIA, Commonwealth of PENNSYLVANIA, as more particularly described in a Deed dated November 30, 1977 and recorded in the Office for the Recording of Deeds in and for the City of Philadelphia, aforesaid, in Deed Book DCC 1536, page 498 &c.,;

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John J. ...

Now, therefore, this Indenture Witnesseth: That the said Grantor(s) for and in consideration of the sum of ONE DOLLAR (\$1.00), lawfully money unto well and truly paid by the Grantee at and before the sealing and delivery of this indenture, the receipt whereof is hereby acknowledged, do(es) hereby give and grant to the said Grantee, and its successors and assigns, the perpetual right, liberty, privilege and authority to locate, re-locate, construct, erect, install, renew, replace, add to, operate and maintain on, over, under, along, across and within said premises such communication, gas and electric transmission and distribution facilities as from time to time the Grantee, its successors or assigns, shall determine are necessary or proper to supply said premises and those adjacent thereto with communication service and gas and electricity, for the service of light, heat and power (hereinafter referred to as facilities), together with the right of ingress and egress and the right to trim and keep trimmed, in a workmanlike manner, all trees, roots and branches of trees to the extent determined necessary by said grantee, its Successors and Assigns; to provide sufficient clearance for the protection of the aforesaid facilities; together with the right to attach said facilities to the buildings erected or to be erected on said premises.

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

- (1) The location of said facilities to be installed and constructed by virtue of this agreement shall be shown and delineated on plans prepared by the Grantee, copies of which will be in the possession of the parties hereto having first been approved by them;
- (2) The final grades of all locations where the facilities are to be constructed on said premises are to be established by Grantor(s) prior to the construction of said facilities;
- (3) Grantor(s) agree(s) to establish and stake property lines as needed before said facilities are constructed;
- (4) Grantor(s) agree(s) to reimburse the Grantee for any excess cost incurred due to changes deemed feasible in the opinion of Grantee and made in facilities constructed hereunder to accommodate Grantor(s) in accordance with the then effective provisions of its tariff;
- (5) Grantor(s) agree(s) to keep the area where underground facilities are located clear of trees, tall shrubs, buildings or any other permanent structure which could, in the opinion of Grantee, interfere with the construction, maintenance or use of the said facilities as provided for under the terms of this agreement;
- (6) Grantor(s) agree(s) that the initial exercise of any of the powers and rights herein granted shall not be construed as limiting Grantee's rights and privileges hereunder;

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(7) Any utility easement shown on the developers' recorded plan shall not be construed as limiting the Grantee's rights hereunder.

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The conditions herein contained shall enure to and bind the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the said Grantor to these presents has hereunto caused its common or corporate seal to be hereunto affixed, duly attested, the day and year first above written.



James A. Nolan
Secretary

MANATAWA CONSTRUCTION CO., INC.
BY: *James A. Nolan*
President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF

On this, the 4th day of June AD, 1979 before me, *Diana T. Sagon*, the undersigned officer, personally appeared *James A. Nolan*, who acknowledged himself to be the President of *Manatwa Construction Co.*, a corporation, and that he as such President, being authorized to do so executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

Diana T. Sagon
Notary Public

A Notary Public and the Notary Seal shall be returned to the Notary Public upon the expiration of the term of office.

DANA T. SAGON, Notary Public
Withamers Two, Manata, Co.
My Commission Expires May 1981

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Right of Way
Indenture

From

MANATAVNA CONSTRUCTION CO.,
INC.

To

PHILADELPHIA ELECTRIC COMPANY

21st Ward
Philadelphia
Pennsylvania

JUN 25

000001 CLKB 07/25/79

RECORDED IN DEPARTMENT OF RECORDS IN CITY OF PHILADELPHIA
BOOK D.V.C. No. 2013
PAGE 503
JUN 25 1979
WITNESSED BY LAND AND SURVEY OFFICE OF THE CITY OF PHILADELPHIA



[Handwritten signature]

