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Associate General Counsel
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January 6, 2012

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

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

U-00963117

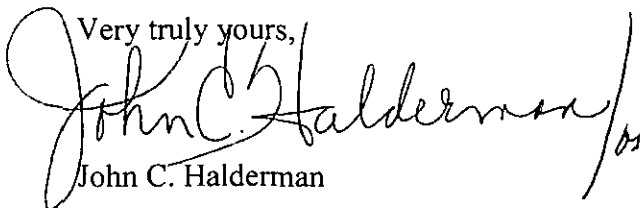
RE: First Amendment to Trail License Agreement between PECO Energy Company
and Towamencin Township, Montgomery County, Pennsylvania

Dear Ms. Chiavetta:

Enclosed for filing and approval pursuant to §507 of the Public Utility Code is an original
and one copy of a First Amendment to Trail License Agreement between PECO Energy
Company and Towamencin Township, Montgomery County, Pennsylvania.

Kindly advise me of the Commission's approval thereof. Enclosed for your convenience
is a self-addressed U.S. postage paid envelope.

Very truly yours,


John C. Halderman

JCH/as
enclosures

cc: Lori Dougherty

FIRST AMENDMENT TO LICENSE AGREEMENT

This First Amendment to License Agreement (this "Amendment") is entered into as of the 30th day of December, 2011 by and between PECO ENERGY COMPANY, with its principal mailing address at 2301 Market Street, PO Box 8699, Philadelphia, Pennsylvania 19101-8699 ("Licensor") and TOWAMENCIN TOWNSHIP, with its principal mailing address at P.O. Box 303 1675 Sumneytown Pike, Kulpsville, Pa 19443 ("Licensee").

WHEREAS, Licensor and Licensee entered into a License Agreement dated November 26th, 1996 (the "License") for the sole purpose of a public hiking, and bicycling trail (the "License Area").

WHEREAS, Licensor and Licensee wish to amend the License to increase the annual rental fee and to extend License term.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, and in consideration of the Premises, Licensor and Licensee agree that

1. The annual rental charge, is increased to \$1,000.00, effective December 1, 2011.
2. The term of the License is extended for an additional fifteen (15) years, commencing on December 1, 2011 and expiring on November 30, 2026.
3. Licensor shall file a copy of this License with the Pennsylvania Public Utility Commission promptly upon the execution hereof, the 33rd day after such filing shall be the effective date hereof, unless prior to such date proceedings are instituted as provided in Section 507 of the Pennsylvania Public Utility Law, Title 66, and in the event of the institution of such proceedings, then this License shall become effective as to Licensor only after approval by the Pennsylvania Public Utility Commission.
4. Except as otherwise provided herein, all other terms, conditions and provisions of the Lease shall remain in full force and effect.

(EXECUTED BY THE PARTIES ON THE FOLLOWING PAGE)

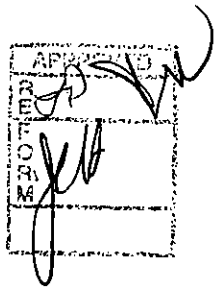
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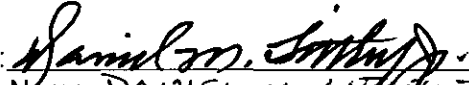
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed the day and year first above written.

PECO ENERGY COMPANY

BY: 
M.A. Williams
Director, Real Estate & Facilities



TOWAMENCIN TOWNSHIP

BY: 
Name: DANIEL H. LITTLE, JR.
Title: Chairman, Board of Supervisors

PE File No. 5816

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TRAIL LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License"), made this 26th day of November, 1996, by and between **PECO ENERGY COMPANY**, a Pennsylvania corporation ("Licensor") and **TOWAMENCIN TOWNSHIP** ("Licensee").

BACKGROUND

A. The Licensee desires to enter upon and use certain lands and rights of way of Licensor in Towamencin Township, Montgomery County, Pennsylvania, as more particularly shown shaded in yellow on the plans attached as Exhibits "A-1" and "A-2" hereto (hereinafter collectively the "Premises"), which are now and will hereafter be used by Licensor for its corporate purposes.

B. Licensor is willing to permit Licensee so to enter upon and use the Premises upon the terms and conditions of this License.

NOW, THEREFORE, in consideration of the covenants, promises and agreements herein contained, and intending to be legally bound, the parties agree as follows:

1. Grant of License. Licensor insofar as it has the right, title and authority so to do hereby grants and consents Licensee a License and permission to enter upon and use the Premises for the purpose of developing a trail for use by the general public for hiking and bicycling (the "Trail"). On the segments of Premises where Licensor does not own fee title it shall be the responsibility of Licensee to obtain the permission necessary from the underlying fee owner, to occupy said property.

2. Term. The term of License and permission shall be for fifteen (15) years beginning the 1ST day of December, 1996 and ending the 30TH day of November, 2011 ("Term").

3. No Assignment. This License shall be deemed and construed to be the personal privilege of the Licensee only and no assignment or transfer thereof shall be made without the prior written consent of Licensor except that the general public is permitted to use the Trail for hiking and bicycling.

4. Licensed Premises. The Premises shall generally be a twenty (20) foot wide strip of ground along the outer edge of Licensor's property but may cross and recross

Licensors property as required to accommodate the physical features of Licensor's property and to enter and reenter when the trail leaves Licensor's property. The actual location of the Premises shall be as shown on plans prepared by Licensee and approved by Licensor in writing prior to construction of the trail. Licensee agrees that the edge of the twenty (20) foot wide strip shall not be closer than twenty-five feet from any tower or steel pole structure without the prior written approval of Licensor.

5. Use of the Premises. Licensee shall use the Premises and Trail in a manner acceptable to and approved by Licensor. Licensee's use of the Premises shall not interfere with Licensor's full use, operation and maintenance of the Premises for its corporate purposes. Licensee shall not permit the Premises, or any part thereof, to be used except as herein specifically provided. Licensee agrees to protect the Premises from any and all trespassers and adequately to notify and warn the public that the Premises is private property and that all trespassing is prohibited except for its use as a hiking and bicycle trail.

6. Public Relations. Licensee is aware that there may be public concerns which may be encountered as a result of Licensee's plan to establish and use the Trail. Licensee agrees that it will meet and discuss these concerns with the property owners adjoining the Trail and actively work with them to reasonably resolve all such concerns.

7. Leases and Licenses. (a) Portions of the Premises are subject to existing leases and licenses granted by Licensor. Licensor will notify those tenants that their leases or licenses are affected by this License. Licensee shall discuss its use of the Premises with the existing tenants of the Licensor and resolve any concerns with such tenants in a reasonable and timely manner. Any damages to crops or other property of such tenants or future tenants caused by Licensee or others shall be the sole responsibility of Licensee.

(b) Licensor reserves the right and privilege to grant easements and leases on, over, or under any part of the Premises for any purpose whatsoever.

8. Publicity and Signs. Licensee agrees to (a) erect and install signs and notices approved by Licensor at each end of and entrance to the Trail indicating Licensor's ownership of the Premises and the contribution of the use of Licensor's property to the development of the Trail. Licensee agrees that any signs or notices posted by it on the Premises or any pamphlets, brochures, or other informational material distributed by Licensee which involves the Premises shall so acknowledge Licensor's contribution;

(b) provide the appropriate media releases which will inform the general public of the donation by Licensor of the use of its property for the Trail upon the execution of this License; and

(c) provide Licensor with copies of all media releases, pamphlets, brochures, and other informational material distributed by Licensee which involves the Trail.

9. Trail Design. Licensee recognizes that Licensor is concerned about the possibility of unauthorized use of the Trail and its property by motorized vehicles such as all terrain vehicles (ATV's), motorcycles, and snowmobiles. Licensee agrees to incorporate control and safety measures into its design to discourage such unauthorized use and to protect the public. Such design factors shall include, but are not limited to, signs, barricades, and deflectors around obstructions such as towers, poles and guy wires. Licensee shall be solely responsible for the design of the Trail and all improvements but will review such designs with Licensor before finalizing the designs. Licensee shall also modify the trail safety system if required in the future for improvement of safety. Licensee's trail design and subsequent construction shall not hinder Licensor's access to Licensor's property.

10. Plans. (a) Licensee shall submit six (6) copies of detailed plans and profiles to Licensor's Real Estate Division showing the proposed construction of the Trail, any alteration or improvements to be constructed and all proposed grading, including existing grading, fencing and grounding protection, paving, drainage facilities, landscaping, lighting fixtures, utilities and any other possible proposed alteration to the Premises in accordance with Licensor's Electric Construction Standard S-7073, a copy of which is attached hereto. **LICENSEE SHALL NOT COMMENCE THE CONSTRUCTION OR INSTALLATION OF THE TRAIL OR ANY ALTERATIONS OR IMPROVEMENTS UPON THE PREMISES AT ANY TIME UNTIL LICENSEE HAS RECEIVED WRITTEN APPROVAL FROM LICENSOR OF LICENSEE'S PLANS.** Licensee reserves the right to refuse to review or approve plans not in accordance with Licensor's standard. Licensee shall notify Licensor immediately upon the completion of any approved construction in order that a final inspection can be made by Licensor to insure compliance with plans approved by Licensor.

(b) Any relocation or other adjustment or modification of Licensor's facilities, if acceptable to Licensor, to accommodate the Trail or Licensee's improvements for the Trail shall be performed by Licensor at the sole cost and expense of Licensee on a cost plus overhead basis. Licensee shall pay an estimate of the costs prior to Licensor performing such work. Any overpayment will be refunded following completion and any unpaid amount over the estimate paid by Licensee shall be paid to Licensor within thirty (30) days following Licensor's bill therefor to Licensee.

(c) Construction of the Trail and any improvements made by Licensee shall be done at the sole cost and expense of Licensee.

11. Drainage. All work performed by Licensee shall be done in a manner that will not adversely affect the drainage upon the Premises, Licensor's property and property

of others adjacent thereto. Any drainage problems created by Licensee shall be corrected at Licensee's sole cost and expense and without additional use of Licensor's property.

12. Maintenance of Premises. Licensee shall (a) maintain the Premises and Trail and all improvements thereon at Licensee's sole cost and expense. Licensee shall not erect, alter or remove any fences or other structures on the Premises and shall not plant, destroy, cut or remove any trees, nor remove any rock, stone, gravel, soil or other natural material or property of Licensor from the Premises without the prior written consent of Licensor. Licensee shall cut grass and trim shrubbery, cut and destroy any Canada thistles or weeds commonly known as chicory, succory or blue daisy or other objectionable or obnoxious weeds or vegetation on the Premises and shall also cut and destroy all brush in excess of three (3) feet in height on the Premises. Licensee shall also remove and properly dispose of all trash and other debris, if any, on or which may be on the Premises. Licensee may not use and expressly agrees not to use Licensor's property for disposal purposes.

(b) maintain the Trail and any improvements thereon, whether existing at the date of this License or installed hereafter, in good order and condition at all times and at its sole cost and expense.

(c) establish and enforce rules and regulations for use of the Trail, prevent unauthorized uses and obtain assistance from police when required;

(d) police and maintain all areas adjoining the Trail which are affected by the authorized or unauthorized use of the Trail; and

(e) handle all complaints from adjoining property owners and other parties relating to the Trail within a reasonable period of time upon notification of such complaints.

13. Licensor's Facilities. Licensee understands and acknowledges that the business of Licensor involves the construction, maintenance, operation and use of structures, fixtures and facilities with appurtenances, now or which may hereafter be erected on the Premises and property adjacent thereto which are used or useful in connection with the generation, conversion, transmission or distribution of electricity, gas and communications services. Licensee shall not touch, handle, tamper with or contact, directly or indirectly any of the structures, fixtures and facilities of Licensor.

14. Indemnification of Licensor: Waiver and Release. Licensee hereby agrees to indemnify, defend and save harmless Licensor, its officers, agents and employees, from and against all claims for damages, costs and expenses (including without limitation, reasonable attorneys' fees) in connection with loss of life, personal injury or

damage to property arising out of the occupancy or use of the Premises by Licensee, its agents, employees, contractors, invitees and others, unless solely attributable to the gross negligence of Licensor. Licensee hereby releases and waives any and all claims against Licensor for injury or damages occurring upon the Premises or arising out of this License, unless solely attributable to the gross negligence of Licensor.

15. Recreational Act. Licensor shall have all benefits of the Act of Assembly of February 2, 1966, No. 586 S1 et. seq., 68 P.S. 477-1 et. seq. limiting liability of land owners to make land and water areas available to the public for recreational purposes.

16. Insurance. (a) In addition to the indemnification contained in paragraph 14, but not in limitation thereof, Licensee agrees to carry and maintain Comprehensive General Liability Insurance, including Broad Form Contractual Liability, with a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence throughout the term of this License and any renewal thereof, with an insurance company or companies acceptable to Licensor. Such insurance shall name the Licensor, its officers, directors, agents and employees, as additional insured, be primary insurance for all purposes and contain cross-liability provisions and provide for a waiver of all rights of subrogation to the extent of such insurance coverage. Duplicate policies or certificates of insurance shall be delivered to Licensor within ten (10) days after the signing of this License together with a certification of the insurance company or companies that the premiums for the policy or policies have been fully paid and that the policy or policies shall not be canceled or suspended by the insurance company or companies without ten (10) days prior written notice from the insurance company or companies to Licensor. Thereafter, duplicate policies or certificates of insurance shall be delivered to Licensor at least ten (10) days prior to the expiration of the then current policy or policies of insurance. The amount or type of insurance may be revised by Licensor from time to time by giving notice thereof to Licensee.

(b) Upon Licensee's failure to provide and maintain the insurance, Licensor shall have the right, but not the obligation, to purchase the insurance or any part thereof, either with or without including Licensee as insured, and Licensee agrees to reimburse Licensor for the cost of the insurance within ten (10) days following Licensor's bill for same.

17. Compliance with Laws. Licensee shall comply with all notices, rules, regulations, laws and ordinances of all governmental and regulatory agencies in its use of the Premises without expense to Licensor.

18. Termination. (a) Either party may terminate this License and permission at the end of the Term by giving the other party written notice of termination at least thirty (30) days prior to the end of the term. If notice is not given then this License and permission

shall continue upon the same terms and conditions from month to month until terminated by either party giving the other at least thirty (30) days prior written notice.

(b) Upon the expiration of said thirty (30) days notice to terminate this License shall absolutely cease and terminate. The Licensee shall, without any recourse, vacate the Premises within the thirty (30) day period, leaving the Premises in as good condition as at the time of execution of this License.

(c) If Licensee uses the Premises for purposes other than above-mentioned, or if Licensee shall abandon or cease to use the Premises, or shall violate or fail in any particular to comply with any of the terms, conditions, covenants and provisions in this License then this License shall thereupon automatically terminate forthwith and the privileges of Licensee hereunder shall thereupon immediately cease and terminate. In the event that this License shall terminate by reason of any of the foregoing and Licensee has not vacated the Premises or has failed to remove from the Premises any improvements, property and/or materials thereon belonging to Licensee, then Licensor may serve written notice upon Licensee to vacate the Premises and/or to remove all such improvements, property and materials within five (5) days after the date of such notice.

(d) If Licensee fails to vacate the Premises and/or fails to remove Licensee's improvements, property and/or materials within the period specified in paragraphs 18 (b) and (c), then the title to such improvements, property and/or materials may, at Licensor's option, automatically be and become vested in Licensor without further or additional act or acts on the part of the Licensee or Licensor and Licensor at its option shall have the right to remove same at the sole cost and expenses of the Licensee, which cost and expense Licensee hereby agrees to pay to Licensor no later than ten (10) days after demand to do so from Licensor.

19. Notices. All notices given by either party shall be in writing served personally upon the other party; or sent by United States certified mail, return receipt requested or sent by a recognized commercial courier service, addressed to the other party at its address, which the parties agree shall be

Licensor:

PECO ENERGY COMPANY
2301 Market Street
Philadelphia, PA 19101
Attention: Manager, Real Estate Division

Licensee:

TOWAMENCIN TOWNSHIP
Parks & Recreation Director
P. O. Box 303
1675 Sumneytown Pike
Kulpsville, PA 19443-0303

20. Fees. Licensee shall pay Licensor FIFTY DOLLARS (\$50.00) for the preparation and issuance of this License at signing. Licensee shall also pay Licensor a fee of ONE HUNDRED DOLLARS (\$100.00) annually in advance, while this License remains in effect. The first payment shall be made at signing, and all additional payments shall be made to Licensor on or before the 1st day of each February this License is in effect.

21. Taxes. (a) Licensee shall pay all real property taxes and other charges and assessments levied upon or assessed against Licensor or Licensor's property caused by this License or the construction of the Trail or Licensee's improvements and shall save Licensor harmless from any such taxes, charges and assessments at its sole cost and expense.

(b) Licensee agrees that no charge or assessment shall be made or imposed upon Licensor or its property for the cost of installing the Trail or improvements and shall save Licensor harmless from any such charge or assessment at Licensee's sole cost and expense.

22. Late Charge. In the event that any fee shall become overdue for a period in excess of five (5) days, Licensee shall pay an additional charge to defray the expenses of handling equivalent to five percent (5%) of each overdue fee. Such additional charge shall be due on demand and payable as an additional fee. Acceptance by Licensor of overdue fees or additional fees shall not be construed as a waiver of Licensee's obligation to pay such fees or additional fees as set forth in this License.

23. Licensor's Standards. In addition to the provisions set forth in this License, the Licensee further agrees to comply with all the conditions contained in Licensor's Electric Construction Standards S-7070, S-7073 and S-7074 attached hereto as Exhibits "B", "C" and "D", respectively, as they affect Licensee's use of the Premises and as may be modified by Licensor from time to time. If any provision of this License conflicts with any provision of such Standards then Licensor shall solely determine which provision shall prevail.

24. Hazardous Material. (a) Licensee shall not cause or permit, as a result of any act or omission on the part of Licensee, the placement or presence of any flammable or

other forms of explosives, radioactive materials, petroleum and petroleum products, hazardous wastes or toxic substances, or related materials, asbestos or any material containing asbestos, or any other substance or materials as defined by any federal, state or local environmental law, ordinance, rule, or regulation now existing or hereinafter enacted ("Hazardous Materials") upon the Premises or Licensor's adjoining property.

(b) Licensee acknowledges that during its observation of the Premises it found no physical evidence of Hazardous Materials stored thereon.

(c) If Licensee receives notice from any governmental authority regarding Hazardous Materials on, from or affecting the Premises then Licensee shall immediately notify Licensor.

(d) Licensee hereby agrees to indemnify, defend and hold harmless Licensor from any claim, investigation, litigation, damages, cost and expenses (including, but not limited to, reasonable attorneys' fees) arising out of (i) failure to comply with environmental laws; and (ii) any Hazardous Materials in, on or under the Premises arising out of or in any way related to or caused by the Licensee or Licensee's activities on the Premises. The obligations and liabilities under this section shall survive the termination of this License and shall be continuing.

25. Licensor's Mortgage. This License is subject to the lien of the First and Refunding Mortgage dated May 1, 1923, of The Counties Gas and Electric Company (to which PECO Energy Company is successor) to Fidelity Trust Company (to which First Union National Bank, is successor) as the same has been and may hereafter be amended and supplemented for the security of presently outstanding bonds of Licensor and additional bonds which may hereafter be issued and outstanding under such mortgage as so amended and supplemented.

26. Public Utility Commission Approval. Licensor shall file a copy of this License with the Pennsylvania Public Utility Commission promptly upon the execution hereof, the 33rd day after such filing shall be the effective date hereof, unless prior to such date proceedings are instituted as provided in Section 507 of the Pennsylvania Public Utility Law, Title 66, and in the event of the institution of such proceedings, then this License shall become effective as to Licensor only after approval by the Pennsylvania Public Utility Commission.

27. Miscellaneous. (a) This License shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

(b) The waiver by Licensor of any breach of any covenant, obligation or condition of this License shall not be deemed to be a waiver of any subsequent breach of any covenant, obligation or condition.

(c) This License shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

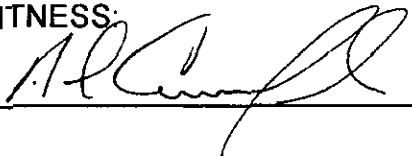
(d) This License constitutes the entire agreement between the parties and may not be amended, altered or modified except by written instrument executed by the parties hereto.

(e) This License may be executed in counterpart copies, each of which shall constitute an original, but all of which together shall constitute one and the same instrument.

Executed as of the day and year first above written.

PECO ENERGY COMPANY

WITNESS:




BY: 


Manager, Real Estate Division

TOWAMENCIN TOWNSHIP

WITNESS:



Richard D. Lanning, Jr.
Secretary - Board of Supervisors

BY: 

David C. Onorato, Chairman
Board of Supervisors

BY: _____

File Nos. PE 5845 ✓	PE 5833 ✓	PE 5832 ✓
PE 5844	PE 5972 ✓	PE 5829
PE 5843 ✓	PE 5832 ✓	PE 5830
PE 5842 ✓	PE 5827 ✓	PE 5828 ✓
PE 5841-1 ✓	PE 5827-1 ✓	PE 5828-1 ✓
PE 5841 ✓	PE 5933 ✓	PE 5826 ✓
	PE 5933-1 ✓	PE 5816 ✓

AJC/sm

**CONDITIONS FOR WORKING IN THE VICINITY OF
ELECTRIC TRANSMISSION LINES OF
PECO ENERGY COMPANY AND ITS SUBSIDIARIES**

CONTACT WITH POWER LINES CAN RESULT IN DEATH OR SERIOUS BURNS

**CALL PECO ENERGY AT 610-648-7920 OR 7921 BEFORE WORKING IN THE
VICINITY OF PECO ENERGY ELECTRIC TRANSMISSION LINES**

1.0 DEFINITIONS: As used in this Standard:

- 1.1 PECO Energy means PECO Energy Company and its subsidiaries, including but not limited to Susquehanna Power Company and Susquehanna Electric Company.
- 1.2 Contractor means natural person, firm, business association, company, partnership, corporation, tenant, lessee, grantee or licensee who or which is controlling or performing the job or activity that necessitates the approval and notification required by this standard.
- 1.3 In the vicinity of PECO Energy electric transmission lines means construction or other work activities on or adjacent to rights-of-way or easements that contain PECO Energy electric transmission lines, including but not limited to any use of cranes, booms, hoists, ladders or other equipment or items that might come within the clearance distances set forth in Table I, below.

TABLE I

Clearance Distance to Transmission Lines

<u>Nominal Operating Voltage</u> (volts)	<u>Distance</u>	
	(feet)	(meters)
500,000	35	10.7
230,000	25	7.7
138,000	20	6.1
69,000	15	4.6
34,000 and below	12	3.7

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- 2.0 APPROVAL: All contractors engaged in construction or other work activities on PECO Energy rights-of-way must obtain the specific advance written approval of PECO Energy Real Estate Department, 2301 Market Street, Philadelphia, Pa. 19101, Telephone (215) 841-5395.
- 3.0 CONTRACTOR'S DUTY AND RESPONSIBILITY: It is the contractor's duty and responsibility to ensure that all construction or other work activities in the vicinity of PECO Energy electric transmission lines shall be performed in accordance with the latest applicable federal, state and local statutes and regulations governing the safe operation of cranes, booms, hoists, ladders or other equipment and safe work practices of personnel in the vicinity of electric transmission lines.

**CONDITIONS FOR WORKING IN THE VICINITY OF
ELECTRIC TRANSMISSION LINES OF
PECO ENERGY COMPANY AND ITS SUBSIDIARIES
ELECTRIC CONSTRUCTION STANDARDS**



PECO ENERGY

EXHIBIT "B"

S-7070

- 4.0 **RESPONSIBILITY FOR SUB-CONTRACTORS:** The prime contractor shall be responsible for supplying copies of the S-7070 to all sub-contractors and determining that the sub-contractors are familiar with the information contained therein.
- 5.0 **NOTIFICATION:** In addition to the advance approval required in paragraph 2, the contractor shall contact PECO Energy in accordance with the following schedule:
- 5.1 As soon as possible, but no less than thirty (30) calendar days before construction or other work activities are to start, if at any time any construction or work activities may or could take place in the vicinity of PECO Energy electric transmission lines, the contractor shall contact the PECO Energy Consumer Energy Services Group, Transmission and Substations (T&S) Expediter, Overhead Transmission Center, 1040 Swedesford Road, Berwyn, Pa. 19312, Telephone 610-648-7920 or 610-648-7921. After this notification, PECO Energy will review the project and coordinate with the contractor on what precautionary safety measures, if any, are appropriate. If transmission line outages are required, the contractor and representatives of the T&S will work together to develop a tentative schedule.
- 5.2 The contractor shall also contact the T&S Expediter at 610-648-7920 or 7921 at least ten (10) working days before construction or other work activity is to begin to confirm scheduling and arrangements.
- 5.3 If at any time during construction or other work activities, a previously unanticipated need for equipment or personnel in the vicinity of PECO Energy electric transmission lines occurs, the contractor shall immediately contact the CMTT Expediter at 610-648-7920 or 7921. **Construction or other work activities in the vicinity of PECO Energy transmission lines without prior notice to PECO Energy in accordance with paragraphs 5.a. and 5.b. is potentially dangerous and is absolutely forbidden.**
- 5.4 In addition to electric transmission lines, PECO Energy rights-of-way and easements may also contain distribution lines. **Contractor shall treat all overhead power lines as energized and potentially dangerous.** Contractor shall notify PECO Energy at 610-648-7920 or 7921 if at any time any construction or other work activities may or could take place in the vicinity of any overhead power lines.
- 5.5 In the event of any contact with PECO Energy facilities, the contractor shall call the PECO Energy System Operations at 215-841-5141 as soon as possible.
- 6.0 **OUTAGES:**
- 6.1 PECO Energy shall determine the available time periods for line outages in the event de-energizing conductors is necessary. If the contractor insists on a specific day or time for an outage which results in the use of inefficient generation, the contractor shall reimburse PECO Energy for the additional generating costs, as determined by PECO Energy System Operations Division.

**CONDITIONS FOR WORKING IN THE VICINITY OF
ELECTRIC TRANSMISSION LINES OF
PECO ENERGY COMPANY AND ITS SUBSIDIARIES
ELECTRIC CONSTRUCTION STANDARDS**

(6/87) Page 2 of 3 Revised 6/95

S-7070



PECO ENERGY

- 6.2 If an emergency occurs on the PECO Energy system during a scheduled line outage period and that line is required to maintain system integrity, the contractor shall, within one hour, make the transmission line available for PECO Energy's use and shall cease work within the vicinity of the line.
- 7.0 REIMBURSEMENT BY CONTRACTOR: PECO Energy shall be reimbursed by the contractor for all costs and expenses incurred in implementing any precautionary safety measures.
- 8.0 BLASTING: No blasting shall be permitted in the vicinity of transmission line facilities without specific advance written approval by PECO Energy. Notification of intent to blast shall be made in accordance with paragraph 5.b.
- 9.0 EXCAVATIONS:
- 9.1 No one shall excavate closer than 25 feet to PECO Energy transmission structures or anchors without specific advance written approval by PECO Energy. Notification of intent to excavate shall be made in accordance with paragraphs 5.a. and 5.b.
- 9.2 Contractors shall comply with the provisions of the Pennsylvania or Maryland One-Call Systems. In Pennsylvania, call 1-800-242-1776. In Maryland, call 1-800-257-7777.
- 10.0 GROUNDING SYSTEM: The contractor shall notify CMTT Division in the event he or any sub-contractor uncovers or destroys any transmission line grounding leads. The repairs to this equipment shall be made by PECO Energy personnel at the contractor's expense. Contractors and their personnel shall not touch, handle or attempt to repair any exposed or severed grounding leads.
- 11.0 STORAGE: No buildings, storage sheds, trailers, combustible or hazardous materials shall be placed or stored under a transmission line conductor or within 25 feet of a structure.
- 12.0 CLEAN-UP OPERATIONS: After completing construction, the contractor shall remove all unused material and debris, re-establish all roads and trails and return the right-of-way to its original condition within thirty (30) calendar days of work completion. The contractor shall notify PECO Energy at the address described in paragraph 5.a. upon completion of the clean-up operations so that PECO Energy may arrange an inspection to assure compliance with these requirements.

**CONDITIONS FOR WORKING IN THE VICINITY OF
ELECTRIC TRANSMISSION LINES OF
PECO ENERGY COMPANY AND ITS SUBSIDIARIES
ELECTRIC CONSTRUCTION STANDARDS**

(6/87) Page 3 of 3 Revised 6/95



PECO ENERGY

S-7070

**INFORMATION REQUIRED TO EVALUATE PROPOSED
TRANSMISSION LINE RIGHTS-OF-WAY SECONDARY USES
PECO ENERGY COMPANY AND ITS SUBSIDIARIES**

PECO Energy Company (PECO Energy) considers proposed secondary uses of transmission line rights-of-way in accordance with its electric construction standards S-7072, "Secondary Uses for Rights-of-Way Along Electric Transmission Lines" and S-7074, "General Conditions Regulating Approved Secondary Uses for Transmission Line Rights-of-Way of PECO Energy Company and Its Subsidiaries" respectively. In order to properly evaluate these proposed secondary uses, PECO Energy requires that certain information be submitted to its Real Estate Department as follows:

1.0 PRELIMINARY PLANS

PECO Energy will accept for review and comment a preliminary sketch or concept plan prepared in advance of formal drawings for the purpose of determining the feasibility of a particular right-of-way use. This plan shall indicate the proposed use and general location in relation to PECO Energy's facilities. Six (6) copies of this preliminary report shall be submitted to PECO Energy Real Estate Department, 2301 Market Street, Philadelphia, PA 19101.

2.0 FINAL DRAWINGS - Submission of the final drawings shall be required before PECO Energy will consider granting final approval of the project and before any work may begin on PECO Energy property. Six (6) copies of the final drawings containing the following information shall be submitted for approval to the PECO Energy Real Estate Department:

- 2.1** Location of all PECO Energy transmission and distribution structures, including identification numbers, poles, guys manholes, and all underground facilities.
- 2.2** Grade elevations at the base of all PECO Energy facilities.
- 2.3** Proposed road and parking lot details including location, type of construction, grade elevations, drainage plans, and the location of any curbs, sidewalks or protective barriers.
- 2.4** The location and height of all proposed street lights.
- 2.5** Where regrading is necessary, include both existing and final grades on the plans.
- 2.6** Where plantings are proposed, the location, number and species shall be specified.
- 2.7** The location, size, and, depth of all proposed underground facilities such as water and sewer lines shall be specified.
- 2.8** All plans shall be drawn to a suitable scale and elevations shall be referenced to U.S. Coast & Geodetic datum or other datum acceptable to PECO Energy.

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**INFORMATION REQUIRED TO EVALUATE PROPOSED
TRANSMISSION LINE RIGHTS-OF-WAY SECONDARY USES
PECO ENERGY COMPANY AND ITS SUBSIDIARIES
ELECTRIC CONSTRUCTION STANDARDS**

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PECO ENERGY

EXHIBIT "C"

S-7073

3.0 **SAFETY** - All plans and drawings, preliminary and final, involving work in the vicinity of PECO Energy electric lines must include the following:

CONTACT WITH POWER LINES CAN RESULT IN DEATH OR SERIOUS BURNS. TREAT ALL OVERHEAD POWER LINES AS ENERGIZED AND POTENTIALLY DANGEROUS. All contractors and subcontractors must obtain copies of PECO Energy Electric Construction Standard S-7070, "Conditions for Working In the Vicinity of Electric Transmission Lines of PECO Energy and Its Subsidiaries" and comply with its provisions.

4.0 **REFERENCES**

4.1 PECO Energy Company Construction Standards

4.1.1 S-7070: "Conditions for Working in the Vicinity of Electric Transmission Lines of PECO Energy and Its Subsidiaries"

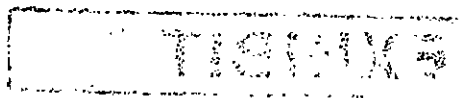
4.1.2 S-7072: "Secondary Uses for Rights-of-Way Along Electric Transmission Lines"

4.1.3 S-7074: "General Conditions Regulating Approved Secondary Uses for Transmission Line Rights-of-Way of PECO Energy Company and Its Subsidiaries"

**INFORMATION REQUIRED TO EVALUATE PROPOSED
TRANSMISSION LINE RIGHTS-OF-WAY SECONDARY USES
PECO ENERGY COMPANY AND ITS SUBSIDIARIES
ELECTRIC CONSTRUCTION STANDARDS**

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S-7073



PECO ENERGY

**GENERAL CONDITIONS REGULATING APPROVED SECONDARY USES
FOR TRANSMISSION LINE RIGHTS-OF-WAY OF
PECO ENERGY COMPANY AND ITS SUBSIDIARIES**

CONTACT WITH POWER LINES CAN RESULT IN DEATH OR SERIOUS BURNS

**CALL PECO ENERGY AT 610-648-7920 OR 610-648-7921 BEFORE WORKING IN THE
VICINITY OF PECO ENERGY ELECTRIC TRANSMISSION LINES**

The following GENERAL CONDITIONS regulate approved secondary uses of PECO Energy transmission line rights-of-way, whether owned in fee or controlled by easement. The acceptable non-transmission line uses are summarized in PECO Energy Electric Construction Standard S-7072, "Secondary Uses for Rights-of-Way Along Electric Transmission Lines."

1.0 UNDERSTANDING

- 1.1** User understands that PECO Energy's business includes construction, installation, maintenance, operation and use of structures, fixtures, facilities and instrumentation, with appurtenances, which now exist or which may hereafter be placed on the right-of-way, which are used or useful for the generation, conversion, transmission or distribution of electricity, or gas or telecommunications services.
- 1.2** User agrees to comply with all requirements of any of the constituted public authorities, and with the terms of any federal or state statute or local ordinance or regulation applicable to the use of the right-of-way, and agrees to indemnify and hold PECO Energy harmless from penalties, fines, costs or damages resulting from User's failure to do so.
- 1.3** User understands that PECO Energy, its successors and assigns, shall have the right to continue to use its rights-of-way for the purposes listed in paragraph 1.1 hereof. PECO Energy reserves the right to require User to relocate or remove any installations, improvements, or plantings. Any relocation or removal shall be accomplished in accordance with the terms and conditions of User's written lease agreement, if applicable, or in accordance with terms and conditions specified by PECO Energy.

2.0 APPROVAL

All proposed secondary uses of PECO Energy rights-of-way shall be subject to the prior written approval of the PECO Energy Real Estate Department, 2301 Market Street, Philadelphia, PA 19101, Telephone (215) 841-5395. All related notifications, submissions and requests for approval, unless otherwise specified, shall be directed to the PECO Energy Real Estate Department.

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**GENERAL CONDITIONS REGULATING APPROVED SECONDARY USES
FOR TRANSMISSION LINE RIGHTS-OF-WAY OF
PECO ENERGY COMPANY AND ITS SUBSIDIARIES
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S-7074



PECO ENERGY

EXHIBIT "D"

3.0 SAFETY AND CLEARANCES

CONTACT WITH POWER LINES CAN RESULT IN DEATH OR SERIOUS BURNS. User shall treat all overhead power lines as energized and potentially dangerous. If at any time, construction or other work activities in the vicinity of PECO Energy transmission lines may occur, User and all contractors and subcontractors must obtain from the PECO Energy Real Estate Department the current version of PECO Energy Electric Construction Standard S-7070, "Conditions for Working in the Vicinity of Electric Transmission Lines of PECO Energy Company and Its Subsidiaries" and must comply with its provisions. Construction or other work activities in the vicinity of PECO Energy transmission lines without prior notice to PECO Energy in accordance with the S-7070 is potentially dangerous and is absolutely forbidden.

4.0 DRAWINGS

Prior to the start of any construction on the right-of-way, User shall submit to PECO Energy, for its approval, plans prepared in accordance with Electric Construction Standard S-7073, "Evaluation of Proposed Transmission Line Rights-of-Way Secondary Uses."

5.0 RELOCATION

User must obtain the prior written approval of PECO Energy Real Estate Department for any relocation of PECO Energy facilities. Approved relocations shall be performed only by PECO Energy or its agents at User's sole cost and expense.

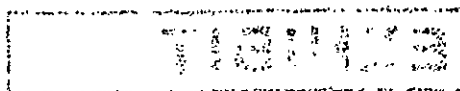
6.0 INSTALLATION

- 6.1 User agrees that all construction work performed by User or its agents within the right-of-way shall be performed in accordance with accepted engineering practices. User understands that PECO Energy may require the bonding and/or grounding of improvements to eliminate the effects of induced voltage.
- 6.2 User agrees that no charge or assessment for the installation of any underground facility shall be made or imposed upon any part of PECO Energy's right-of-way through which any underground facility passes and User shall save PECO Energy harmless from any such charge or assessment at User's sole cost and expense. PECO Energy shall be permitted to connect to User's facilities without a connection charge.

**GENERAL CONDITIONS REGULATING APPROVED SECONDARY USES
FOR TRANSMISSION LINE RIGHTS-OF-WAY OF
PECO ENERGY COMPANY AND ITS SUBSIDIARIES
ELECTRIC CONSTRUCTION STANDARDS**

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S-7074



PECO ENERGY

7.0 EXCAVATIONS

- 7.1 There shall be no construction or excavation within 25 feet of any tower, steel pole structure, wood pole structure or guy anchor without the prior specific written approval of PECO Energy. No construction or excavation shall be permitted in the area between a pole or structure and its associated guy wire anchor. User shall exercise care to prevent cave-ins which could disturb PECO Energy facilities.
- 7.2 User shall comply with the provisions of the Pennsylvania or Maryland One-Call Systems. In Pennsylvania, call 1-800-242-1776. In Maryland, call 1-800-257-7777.
- 7.3 To prevent injuries, User is required to cover all open ditches at night or whenever otherwise unattended.
- 7.4 User agrees that any trenches dug during the installation or subsequent repair of underground facilities shall be properly planked to insure PECO Energy's access across its right-of-way at all times.

8.0 IMPROVEMENTS

User, at User's sole cost and expense, shall install and maintain any public improvements required or necessary for the proposed use, such as sewer or water main extensions, curbs, sidewalks or roadway paving. User also agrees that no charge or assessment shall be made or imposed upon any part of PECO Energy's right-of-way arising or resulting from User's improvements.

9.0 ACCESS

- 9.1 At all times, User shall provide an access route at least 16 feet wide for ingress and egress of PECO Energy vehicles as necessary for the construction and maintenance of its structures and facilities within the right-of-way and adjacent premises, unless this provision is waived in writing by PECO Energy.
- 9.2 When permission is granted by PECO Energy for a highway, road or driveway to cross its right-of-way at an elevation different from the existing elevation of the right-of-way, the construction shall include a ramp from each side of the road to meet the existing right-of-way elevation. Access ramps shall be at least 16 feet wide with a maximum grade of 15%.

10.0 GATES

All fencing within the right-of-way shall include a 16 foot wide gate(s) or wire barricade(s) as described in PECO Energy Electric Construction Standard S-7071, "Right-of-Way Fences, Gates and Barricades."

11.0 LOCKS

PECO Energy shall have the right to install its own lock on any gates within the right-of-way. User shall provide, at its sole cost and expense, a dual/multiple locking system for this purpose.

**GENERAL CONDITIONS REGULATING APPROVED SECONDARY USES
FOR TRANSMISSION LINE RIGHTS-OF-WAY OF
PECO ENERGY COMPANY AND ITS SUBSIDIARIES
ELECTRIC CONSTRUCTION STANDARDS**



12.0 EXPLOSIVES

User shall not use or store explosives or flammable materials in any form within the right-of-way.

13.0 DRAINAGE

In order to prevent erosion or other drainage problems and to prevent dirt from being placed above any concrete tower foundations, User shall not alter the grade of the right-of-way except as approved under paragraph four hereof.

14.0 PARKING LOTS AND DRIVEWAYS

PECO Energy shall have the right to use any driveway or parking lot located within the right-of-way without being responsible for any damage caused thereto. User shall construct driveways and parking lots to withstand the weight of vehicles which distribute 38,000 pounds per axle.

15.0 LIMITATION OF DAMAGES FOR PLANTINGS

If required by PECO Energy, User shall remove or relocate plantings blocking access to PECO facilities within 30 days after receiving notice. If prior notice cannot be given or if such removal or relocation is not timely completed, PECO Energy shall gain access to its facilities and compensation for damage to User, if any, shall not exceed pro rata rental for the portion of the right-of-way used by PECO Energy for its corporate purposes.

16.0 UNDERGROUND FACILITIES

16.1 The installation of any underground facilities required by User shall be completed at User's expense, in accordance with the Erosion and Sedimentation Control Regulations of the Pennsylvania Department of Environmental Resources (PA-DER) or any other environmental regulatory agency or governmental agency, and with the minimum possible damage to the ground within the PECO Energy right-of-way.

16.2 Any underground installation shall meet applicable standards for minimum cover unless otherwise specified by PECO Energy. PECO Energy reserves the right to require greater than minimum cover. User is aware PECO Energy intends to cross over underground facilities with vehicles generally weighing 38,000 pounds per axle, and the pipeline(s) shall be installed accordingly. PECO Energy does not warrant that any approved or specified cover will protect the pipeline(s).

16.3 User shall furnish engineering plans of pipeline cathodic protection systems for PECO Energy review and approval prior to installation. Cathodic protection interference tests shall be performed on the completed facility at the expense of User. User shall furnish any other information required by PECO Energy.

**GENERAL CONDITIONS REGULATING APPROVED SECONDARY USES
FOR TRANSMISSION LINE RIGHTS-OF-WAY OF
PECO ENERGY COMPANY AND ITS SUBSIDIARIES
ELECTRIC CONSTRUCTION STANDARDS**



16.4 User shall take special care to avoid leakage at pipe joints or seepage into open ditches during the construction, installation, use, maintenance, repair, renewal, removal or replacement of the pipeline(s).

16.4.1 In the event of a leak or a spill involving gasoline, oil or other toxic or hazardous materials or pollutants, User agrees to satisfy all requirements specified by, PECO Energy, the PA DER, the Environmental Protection Agency (EPA), or any environmental regulatory agency or other governmental agency for the cleanup of said leak or spill. User further agrees to assume full responsibility for the cost of the cleanup and any future liability resulting from the leak or spill.

16.5 All proposed pipeline or metallic communication line installations which will longitudinally occupy any transmission line right-of-way for a distance greater than 200 feet must have an inductive interference study completed at User's sole cost and expense and reviewed by PECO Energy prior to construction of the proposed facility.

16.5.1 At a minimum, inductive interference study shall include the following:

16.5.1.1 Induced voltage on the proposed facility at emergency rating of each transmission line (individually) on the right-of-way.

16.5.1.2 Induced voltage on the proposed facility at emergency rating of each distribution line (individually) on the right-of-way.

16.5.1.3 Induced voltage on the proposed facility at emergency rating of all electric lines on the right-of-way.

16.5.1.4 Induced voltage on the proposed facility during a fault (both phase to ground and three phase) on each transmission line on the right-of-way. Faults on the electric transmission lines shall be located at either end of the proposed facility to be installed on the right-of-way and at the middle of the occupation. Fault studies shall also be conducted at any additional locations specified by the PECO Energy engineer.

16.5.1.5 If the proposed facility to be installed on the right-of-way is a bare metal structure (i.e. metal pipe), User shall supply to PECO Energy voltage gradient plots of the area around any transmission structure within 50 feet of the facility. If the voltage gradients around any electric structure increase, User, at its sole cost and expense, must install mitigation prior to the proposed pipeline installation.

**GENERAL CONDITIONS REGULATING APPROVED SECONDARY USES
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PECO ENERGY COMPANY AND ITS SUBSIDIARIES
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16.5.2 Electric transmission and distribution facilities will be added or removed from the right-of-way from time to time. Before PECO Energy adds or removes facilities, the owners of any pipeline or metallic communication line on the PECO Energy right-of-way shall be responsible for completing an initial or revised inductive interference study, submitting it to PECO Energy for review and installing required mitigation, including on PECO Energy's facilities, and at User's sole cost and expense, in a timely manner.

16.5.3 User shall maintain all inductive interference mitigation systems in good operating condition and check for proper operation once each year.

17.0 MARKINGS FOR UNDERGROUND FACILITIES

In order to minimize the number of future dig-ins, User shall be required, as part of any underground installation, to install and maintain at User's expense, permanent markers to identify the location of the underground facility. Pipelines and other similar installations shall be marked where the line enters and exits the right-of-way, at intermediate points along straight runs of pipe and at all angle points where the line changes direction.

18.0 BARRIERS

User shall take precautions to protect PECO Energy structures and facilities, including but not limited to protective barriers. The location of any protective barriers shall be delineated on plans prepared by User and approved by PECO Energy.

19.0 DAMAGE TO PECO ENERGY FACILITIES

User shall be responsible for any damage caused to PECO Energy facilities and shall be required to reimburse PECO Energy for the cost of repairing the damage. All such damage shall be promptly reported to PECO Energy System Operations, (215) 841-5141.

20.0 OUTDOOR ADVERTISING

User shall furnish plans for PECO Energy's prior approval. Plans must show both horizontal and vertical views of User's proposed structure(s) in relationship to PECO Energy facilities.

21.0 INSPECTIONS

User understands and agrees that PECO Energy or its authorized agents have the right to enter the right-of-way at any time for any corporate purpose.

**GENERAL CONDITIONS REGULATING APPROVED SECONDARY USES
FOR TRANSMISSION LINE RIGHTS-OF-WAY OF
PECO ENERGY COMPANY AND ITS SUBSIDIARIES
ELECTRIC CONSTRUCTION STANDARDS**



22.0 RESTORATION OF PROPERTY

User agrees upon completion of any work done to: (1) restore the ground to a condition at least equal to that existing prior to such installation, including but not limited to back filling, properly tamping and reseeded the surface of the ground above the facilities and, if necessary, refilling and reseeded following any subsequent settlement of the ground in order to maintain the drainage pattern existing prior to such installation; and (2) repair and put into good condition to the satisfaction of PECO Energy, any and all fences and other improvements injured thereby, and landscaping damaged during the course of users work.

23.0 REFERENCES

23.1 PECO Energy Company Electric Construction Standards

23.1.1 S-7070 - "Conditions For Working in the Vicinity of Electric Transmission Lines of PECO Energy Company and Its Subsidiaries"

23.1.2 S-7071 - "Rights-of-Way Fences, Gates and Wire Barricades"

23.1.3 S-7072 - "Secondary Uses For Rights-of-Way Along Electric Transmission Lines"

23.1.4 S-7073 - "Information Required to Evaluate Proposed Transmission Line Rights-of-Way Secondary Uses"

**GENERAL CONDITIONS REGULATING APPROVED SECONDARY USES
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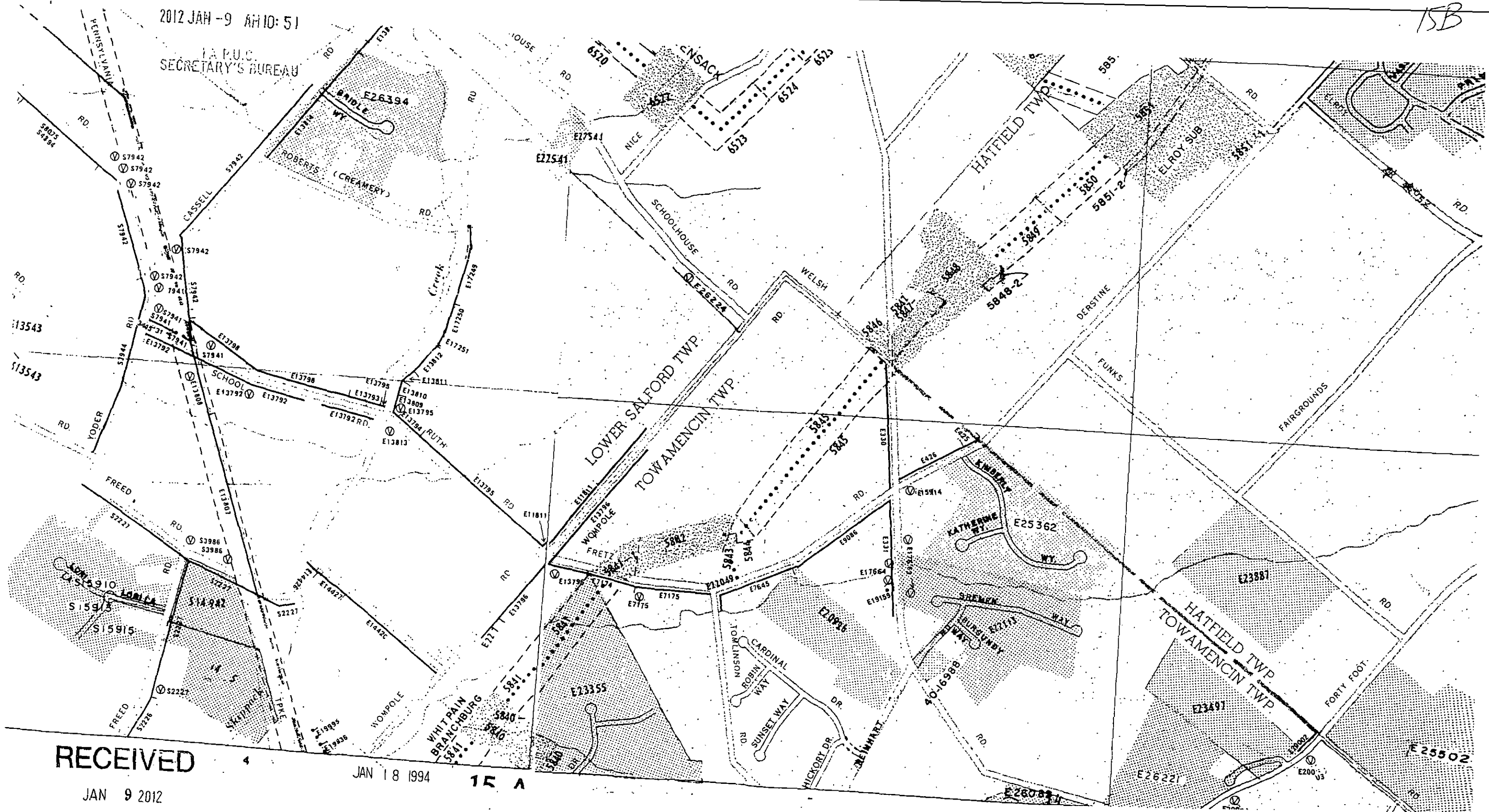
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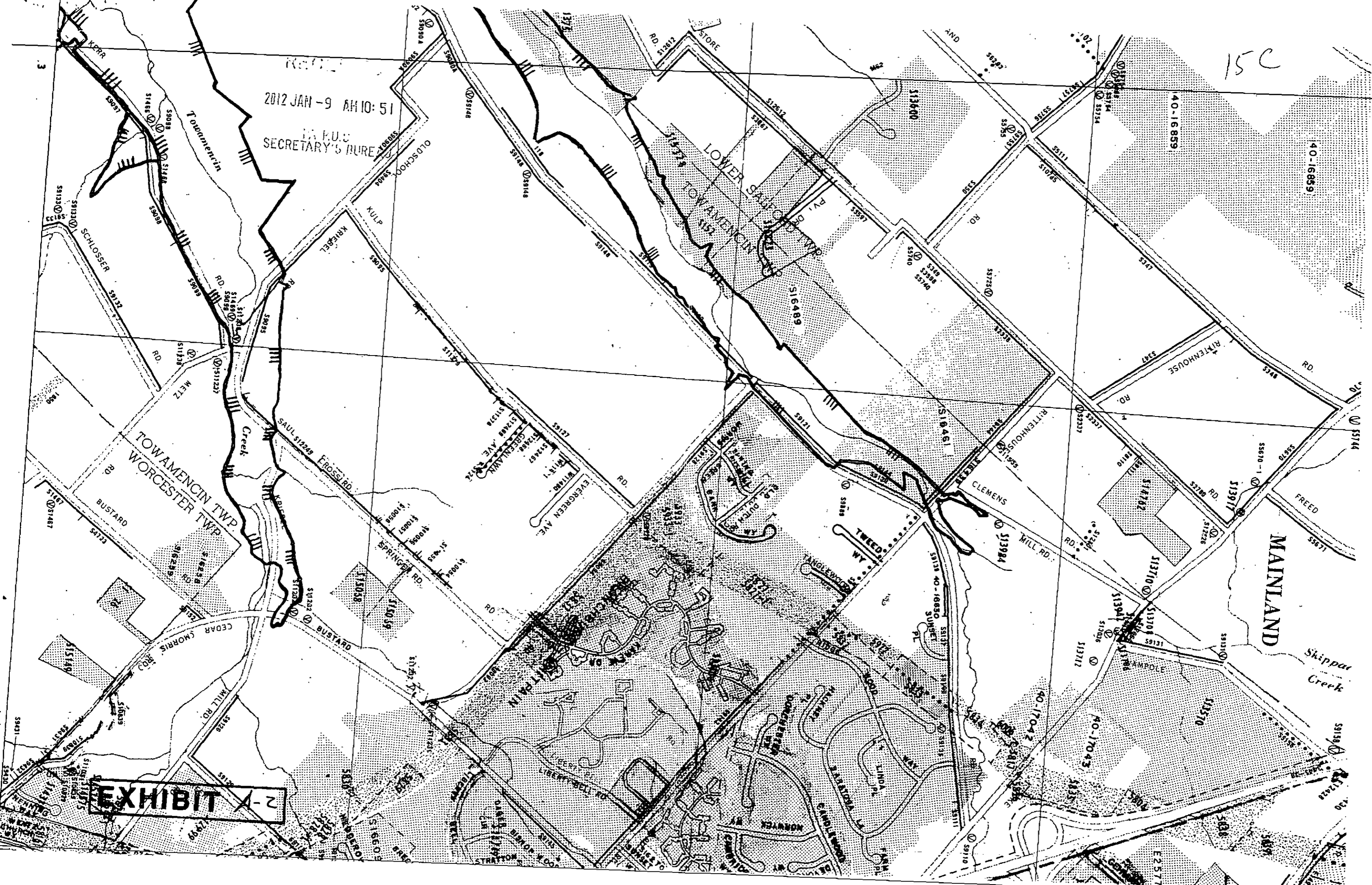


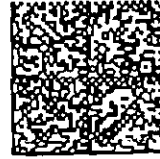
EXHIBIT 2-X

J. Halderman

Exelon

Legal Department.
2301 Market Street; S23-1
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Philadelphia, PA 19101-8699

Business Services
Company



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