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2012 SEP 28 AM 10: 23

PA.P.U.C.  
SECRETARY'S BUREAU

September 25, 2012

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

RE: Deed of Easement, Temporary Easement for Construction Purposes  
between PECO Energy Company and Hilltown Township, Bucks  
County

Dear Ms. Chiavetta:

Enclosed for filing and approval pursuant to §507 of the Public Utility Code is an original and one copy of a Deed of Easement and related documentation between PECO Energy Company and Hilltown Township for temporary easement for construction purposes.

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,

A handwritten signature in black ink, appearing to read "Merrick L. Friel", written over a white background.

Merrick L. Friel  
Senior Legal Analyst

Enclosures

cc: Diana Gaiser



**PECO Energy Company**  
Real Estate & Facilities

2301 Market Street, N3-3  
Philadelphia, PA 19103

Telephone 215.841.5385  
Fax 215.841.5419  
www.exeloncorp.com  
www.exeloncorp.com

RECEIVED  
2012 SEP 28 AM 10:23  
PA.P.U.C.  
SECRETARY'S BUREAU

September 4, 2012

Mr. Richard Schnaedter, Manager  
Hilltown Township  
13 West Creamery Road, P.O. Box 260  
Hilltown, PA 18927

RE: Letter Agreement  
Slope Easement, Channel Easement, and Temporary Construction Easement  
NE/S of Mill Road  
Hilltown Township  
PE 5890-1

Dear Mr. Schnaedter:

PECO Energy Company (the "Grantor") agrees to grant to Hilltown Township (the "Grantee") a slope easement consisting of 0.081 acres, a channel easement consisting of 0.050 acres in the form attached hereto, and a temporary construction easement consisting of 0.175 acres in the form attached hereto for the purpose of replacing a structurally deficient bridge on Mill Road, as shown on the Plans attached (the "Property"), upon the terms and conditions of this Letter Agreement (the "Agreement").

The consideration for the slope easement and channel easement is Two Thousand Eight Hundred (\$2,800.00) Dollars. The consideration for the temporary construction easement is One Thousand Three Hundred (\$1,300.00) Dollars. These amounts were based upon an Appraisal dated June 5, 2012 prepared by Bart F. Brigidi, Inc. on behalf of the Grantee.

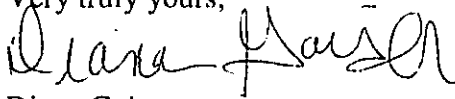
The Grantee agrees that the work done on the Property is under and the subject to the following:

1. All work shall conform to PECO Construction Standard S-7070, 7073, and 7074
2. Access to the Transmissions structures must be maintained

3. No construction equipment or material shall be stored under the transmission line
4. Grantee must comply with all local, state and federal and Grantor environmental requirements at all times including but not limited to the following:
  - No soils may be brought onto the site without prior approval of the clean fill paperwork by PECO Environmental Department.
  - No hazardous materials may be stored on PECO property including any vehicles.
  - In the event of a leak of any substance on PECO property, Grantee must notify PECO within twenty-four (24) hours and provide a written report within five (5) business days.
  - Grantee shall follow all conditions of the E&S approved plan and CP-11 permit.
5. PA 1 call must be made to locate all underground existing PECO lines.
6. Grantee must pay the cost of relocation, if needed for this project, of existing PECO aerial or underground circuits
7. Grantor shall file a copy of this Agreement with the Pennsylvania Public Utility Commission promptly upon the execution hereof and the 33<sup>rd</sup> day after such filing shall be the effective date of this Agreement, unless prior to such date proceedings are instituted as provide in Section 507 of the Pennsylvania Public Utility Law, Title 66, and in the event of the institution of such proceedings, then this Agreement shall become effective as to Grantor only after approval by the Pennsylvania Public Utility Commission.

Should you have any questions regarding this matter, please do not hesitate to contact me at 215-841-5382. Please acknowledge the Grantee's acceptance of the terms of this Agreement by returning a copy executed on behalf of the Grantee and returning it to my attention.

Very truly yours,



Diana Gaiser  
Real Estate Representative

Attachments

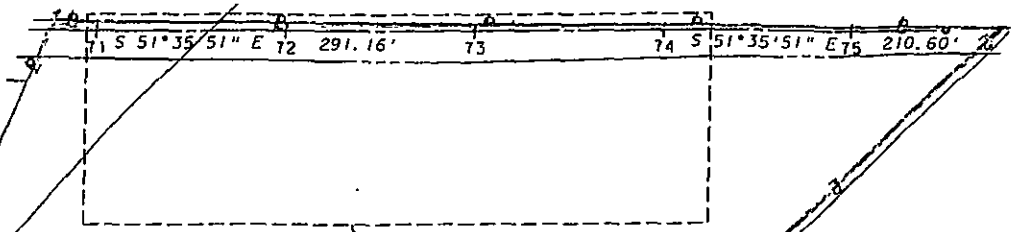
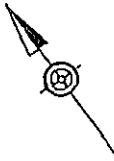
AGREED: HILLTOWN TOWNSHIP

By: 

Name:  
Title:

Township Manager  
Richard C. Schnaedter

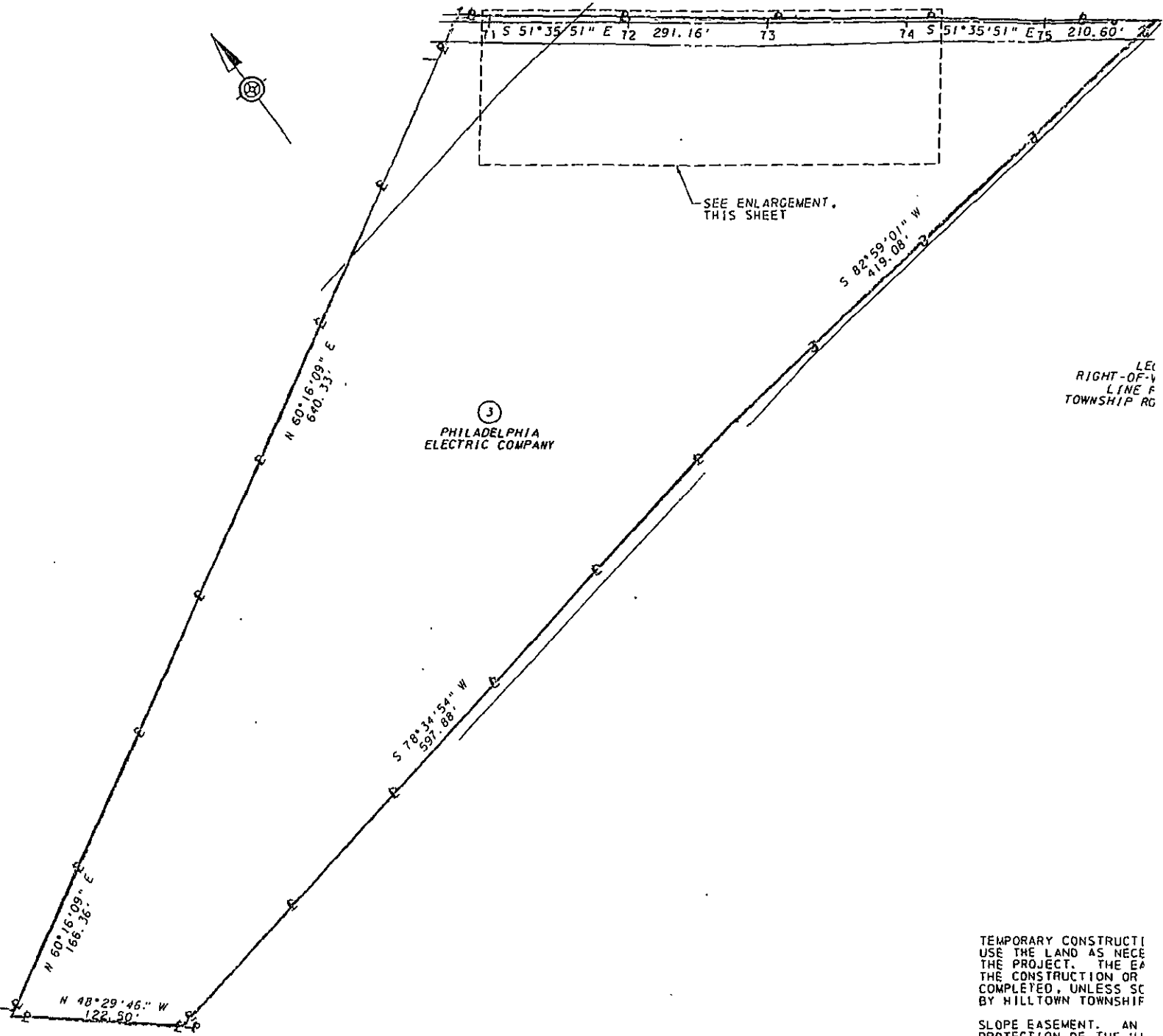
Date: 9/6/2012



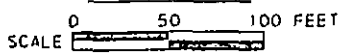
SEE ENLARGEMENT,  
THIS SHEET

LET  
RIGHT-OF-WAY  
LINE F  
TOWNSHIP RG

③  
PHILADELPHIA  
ELECTRIC COMPANY



**PLOT PLAN**

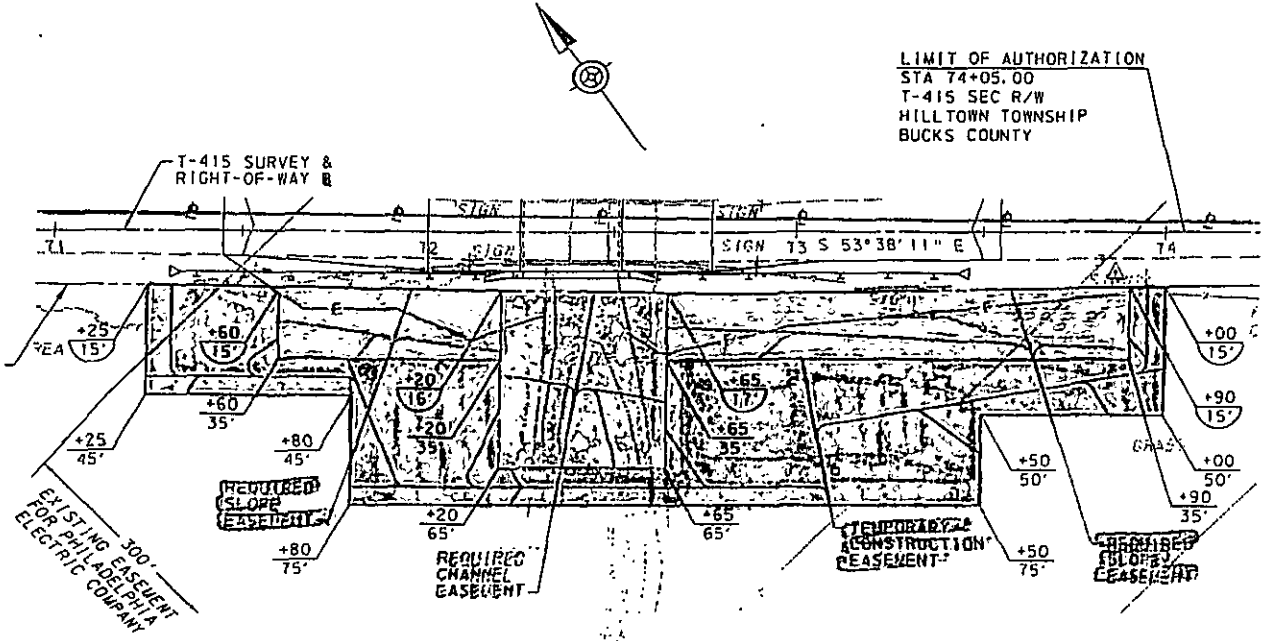


TEMPORARY CONSTRUCTION USE THE LAND AS NEEDED FOR THE PROJECT. THE EASEMENT AREA FOR THE CONSTRUCTION OR RECONSTRUCTION, UNLESS SPECIFIED BY HILLTOWN TOWNSHIP

SLOPE EASEMENT. AN EASEMENT FOR THE PROTECTION OF THE HILLTOWN TOWNSHIP TO CONSTRUCT, INSPECT, AND ALTER DRAINAGE FACILITIES ON THE LAND. THE EASEMENT AREA IS NOT DEPENDENT ON THE PROPERTY OWNER FROM THE AREA WHICH IS NOT DEPENDENT ON THE SUPPORT AND PROTECTION AND THE SAFETY OF THE

CHANNEL EASEMENT. AN EASEMENT FOR THE PROTECTION OF THE HILLTOWN TOWNSHIP TO CONSTRUCT, INSPECT, RECONSTRUCT AND MAINTAIN THE CHANNEL. THE EASEMENT AREA IS NOT DEPENDENT ON THE PROPERTY OWNER FROM THE AREA WHICH IS NOT DEPENDENT ON THE FLOW OF WATER.

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
6-0	BUCKS	T-415	R/W	8 OF 8
HILLTOWN TOWNSHIP				
REVISION NUMBER	REVISIONS			DATE BY



3  
PHILADELPHIA  
ELECTRIC COMPANY  
ENLARGEMENT

0 25 50 FEET  
SCALE

EASEMENT. AN EASEMENT TO  
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TRAVELING PUBLIC.

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KING ANY LEGAL USE OF THE  
IMENTAL TO THE NECESSARY

	<b>RIGHT-OF-WAY CLAIM INFORMATION</b>			
	COMMONWEALTH OF PENNSYLVANIA - DEPARTMENT OF TRANSPORTATION			
ROUTE <u>T-415</u> SEC. NO. <u>  </u> R/W <u>  </u> HILLTOWN TOWNSHIP <u>  </u> BUCKS COUNTY		PARCEL NO. <u>  3  </u> SHEET NO. <u>  5  </u> CLAIM NO. <u>  </u>		
PROPERTY OWNER(S) <u>PHILADELPHIA ELECTRIC COMPANY</u>				
GRANTOR(S) <u>HERBERT D. TINSMITH, SINGLEMAN</u>				
BOOK NO. <u>1934</u>	DEED <u>5.203</u>	AREAS	ACRE/±	
PAGE <u>1090</u>	CALCULATED <u>  </u>	REQUIRED AREA	ACRE/±	
DATE OF DEED <u>06/02/69</u>	ADVERSES <u>  </u>	TEMP CONSTR		
DATE OF RECORD <u>06/02/69</u>	EFFECTIVE <u>  </u>	EASEMENT	<u>0.175</u>	
CONSIDERATION <u>\$10,500.00</u>	TOTAL REQ'D R/W <u>  </u>	SLOPE EASEMENT	<u>0.081</u>	
TAX STAMPS <u>  </u>	TOTAL RESIDUE <u>  </u>	CHANNEL EASEMENT	<u>0.050</u>	
	RESIDUE LT <u>  </u>	VERIFICATION DATE <u>4/20/11</u>		
	RESIDUE RT <u>  </u>	DRAWN BY <u>QEI</u>		
		SCALE: AS NOTED		

PRIVATE PROPERTY LINES ARE PLOTTED FROM THE DEED OF RECORD, RECORDED SUBDIVISION OR LOT PLANS, EXISTING TOPOGRAPHICAL FEATURES AND LIMITED FIELD DATA. PRIVATE PROPERTY LINES WERE NOT SURVEYED BY THE PROFESSIONAL LAND SURVEYOR RESPONSIBLE FOR THE PROJECT.

THIS PROPERTY PLOT PLAN IS NOT TO BE SUBSTITUTED FOR A BOUNDARY SURVEY.

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

**CONTACT WITH POWER LINES CAN RESULT IN DEATH OR SERIOUS BURNS**

**CALL PECO AT 610-648-7926 or 7913 BEFORE WORKING IN THE  
VICINITY OF PECO ELECTRIC TRANSMISSION LINES**

**1 DEFINITIONS:** As used in this Standard:

- 1.1 PECO means PECO and its subsidiaries.
- 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 electric transmission lines means construction or other work activities on or adjacent to rights-of-way or easements that contain PECO 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>PECO Recommended Distance</u>		<u>OSHA (1926.1408) Regulatory Distance</u>	
	(feet)	(meters)	(feet)	(meters)
500,000	35	10.7	25	7.7
230,000	25	7.7	20	6.1
138,000	20	6.1	15	4.6
69,000	15	4.6	15	4.6
34,000 and below	12	3.7	10	3

- 2 **APPROVAL:** All contractors engaged in construction or other work activities on PECO rights-of-way must obtain the specific advance written approval of PECO Real Estate Department, 2301 Market Street, Philadelphia, Pa. 19101, Telephone (215) 841-5471.

- 3 **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 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.
- 4 **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 **NOTIFICATION:** In addition to the advance approval required in paragraph 2, the contractor shall contact PECO 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 electric transmission lines, the contractor shall contact PECO New Business Group (800-841-4141) and Transmission and Substations OHT Supervisor, Overhead Transmission Center, 1040 Swedesford Road, Berwyn, Pa. 19312, Telephone 610-648-7926 or 610-648-7913. After this notification, PECO 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 OHT Supervisor at 610-648-7926 or 7913 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 electric transmission lines occurs, the contractor shall immediately contact the OHT Supervisor at 610-648-7926 or 7913. Construction or other work activities in the vicinity of PECO transmission lines without prior notice to PECO in accordance with paragraphs 5.1 and 5.2 is potentially dangerous and is absolutely forbidden.
  - 5.4 In addition to electric transmission lines, PECO 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 at 610-648-7926 or 7913 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 facilities, the contractor shall call the PECO System Operations at 215-841-5144 as soon as possible.

6 **OUTAGES:**

6.1 PECO 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 for the additional generating costs, as determined by PECO System Operations Division.

6.2 If an emergency occurs on the PECO 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's use and shall cease work within the vicinity of the line.

7 **REIMBURSEMENT BY CONTRACTOR:** PECO shall be reimbursed by the contractor for all costs and expenses incurred in implementing any precautionary safety measures.

8 **BLASTING:** No blasting shall be permitted in the vicinity of transmission line facilities without specific advance written approval by PECO. Notification of intent to blast shall be made in accordance with paragraph 5.2.

9 **EXCAVATIONS:**

9.1 No one shall excavate closer than 35 feet to PECO transmission structures or anchors without specific advance written approval by PECO. Notification of intent to excavate shall be made in accordance with paragraphs 5.1 and 5.2.

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 **GROUNDING SYSTEM:** The contractor shall notify the OHT Supervisor in the event *he/she or any subcontractor uncovers or destroys any transmission line grounding leads*. The repairs to this equipment shall be made by PECO 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 **STORAGE:** No buildings, storage sheds, trailers, combustible or hazardous materials shall be placed or stored under a transmission line conductor or within 50 feet of a structure.
- 12 **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 at the address described in paragraph 5.1 upon completion of the clean-up operations so that PECO may arrange an inspection to assure compliance with these requirements.

## **INFORMATION REQUIRED TO EVALUATE PROPOSED TRANSMISSION LINE RIGHT-OF-WAYS SECONDARY USES OF PECO AND ITS SUBSIDIARIES**

PECO 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 of PECO and its Subsidiaries" and S-7074, "General Conditions Regulating Approved Secondary Uses for Transmission Line Rights-of-Way of PECO and Its Subsidiaries" respectively. In order to properly evaluate these proposed secondary uses, PECO requires that certain information be submitted to its Real Estate Department as follows:

### **1.0    PRELIMINARY PLANS**

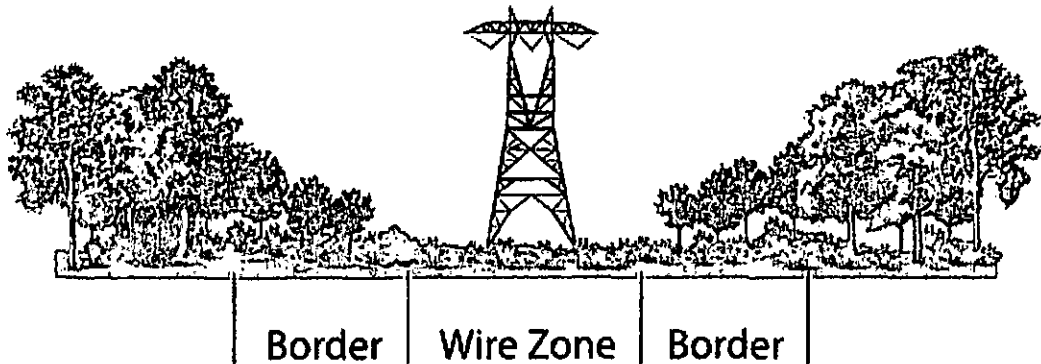
*PECO will accept for review and comment a preliminary sketch or concept plan prepared in advance of formal drawings for the purpose of determining the feasibility of a particular right-of-way use. This plan shall indicate the proposed use and general location in relation to PECO's facilities. Six (6)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

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

- 2.1**    Location of all PECO transmission and distribution structures, including identification numbers, poles, guys manholes, and all underground facilities.
- 2.2**    Grade elevations at the base of all PECO 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 regarding is necessary, include both existing and final grades on the plans.
- 2.6**    Where plantings are proposed, the location, the height above final grade at maturity, the number and the species shall be specified.

## **SECONDARY USES FOR RIGHTS-OF-WAY ALONG ELECTRIC TRANSMISSION LINES OF PECO AND ITS SUBSIDIARIES ELECTRIC CONSTRUCTION STANDARDS**

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- 2.7 The diagram above provides guidance for planting within the electric transmission right-of-way. Grasses and herbaceous plants are permitted in the wire zone. Trees may not be planted in the wire zone. Small growing trees or shrubs may be permitted in the border zone of the right-of-way.
- 2.8 The location, size, and, depth of all proposed underground facilities such as water and sewer lines shall be specified.
- 2.9 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.
- 3.0 **SAFETY** - All plans and drawings, preliminary and final, involving work in the vicinity of PECO 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 and Its Subsidiaries" and comply with its provisions.**

**SECONDARY USES FOR RIGHTS-OF-WAY ALONG  
ELECTRIC TRANSMISSION LINES OF  
PECO AND ITS SUBSIDIARIES  
ELECTRIC CONSTRUCTION STANDARDS**

(6/95) Page 2 of 3 REV (3/2011)

## **4.0 REFERENCES**

### **4.1 PECO Construction Standards**

- 4.1.1** S-7070: "Conditions for Working in the Vicinity of Electric Transmission Lines of PECO and Its Subsidiaries"
- 4.1.2** S-7072: "Secondary Uses for Rights-of-Way along Electric Transmission Lines of PECO and Its Subsidiaries"
- 4.1.3** S-7074: "General Conditions Regulating Approved Secondary Uses for Transmission Line Rights-of-Way of PECO and its Subsidiaries."

**SECONDARY USES FOR RIGHTS-OF-WAY ALONG  
ELECTRIC TRANSMISSION LINES OF  
PECO AND ITS SUBSIDIARIES  
ELECTRIC CONSTRUCTION STANDARDS**

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

**CONTACT WITH POWER LINES CAN RESULT IN DEATH OR SERIOUS BURNS**

**CALL PECO AT 610-648-7926 OR 610-648-7913 BEFORE WORKING IN THE  
VICINITY OF PECO ELECTRIC TRANSMISSION LINES**

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

**1.0     UNDERSTANDING**

- 1.1**     User understands that PECO'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 harmless from penalties, fines, costs or damages resulting from User's failure to do so.
- 1.3**     User understands that PECO, 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 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.

**2.0     APPROVAL**

*All proposed secondary uses of PECO rights-of-way shall be subject to the prior written approval of the PECO Real Estate Department, 2301 Market Street, Philadelphia, PA 19101, Telephone (215) 841-5471. All related notifications, submissions and requests for approval, unless otherwise specified, shall be directed to the PECO Real Estate Department.*

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

**ELECTRIC CONSTRUCTION STANDARDS**

(6/95) Page 1 of 7 REV (3/2011)

### **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 transmission lines may occur, User and all contractors and subcontractors must obtain from the PECO Real Estate Department the current version of PECO Electric Construction Standard S-7070, "Conditions for Working in the Vicinity of Electric Transmission Lines of PECO and Its Subsidiaries" and must comply with its provisions. **Construction or other work activities in the vicinity of PECO transmission lines without prior notice to PECO 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, 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 Real Estate Department for any relocation of PECO facilities. Approved relocations shall be performed only by PECO or its agents at Users 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 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's right-of-way through which any underground facility passes and User shall save PECO harmless from any such charge or assessment at User's sole cost and expense. PECO shall be permitted to connect to Users facilities without a connection charge.

## **GENERAL CONDITIONS REGULATING APPROVED SECONDARY USES FOR TRANSMISSION LINE RIGHT-OF-WAY OF PECO AND ITS SUBSIDIARIES**

### **ELECTRIC CONSTRUCTION STANDARDS**

(6/95) Page 2 of 7 REV (3/2011)

## **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. 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 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's access across its right-of-way at all times.

## **8.0 IMPROVEMENTS**

User, at Users 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's right-of-way arising or resulting from Users 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 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.
- 9.2** When permission is granted by PECO 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 Electric Construction Standard S-7071, "Right-of-Way Fences, Gates and Barricades."

## **11.0 LOCKS**

PECO 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 RIGHT-OF-WAY OF PECO AND ITS SUBSIDIARIES**

## **ELECTRIC CONSTRUCTION STANDARDS**

(6/95) Page 3 of 7 REV (3/2011)

**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 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, 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 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 for its corporate purposes.

Where plantings are installed without the prior written consent of PECO, User shall remove or relocate plantings as requested by PECO. No compensation will be paid by PECO for this work.

**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 right-of-way.

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

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

**ELECTRIC CONSTRUCTION STANDARDS**

(6/95) Page 4 of 7 REV (3/2011)

- 16.3 User shall furnish engineering plans of pipeline cathodic protection systems for PECO 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.
- 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, 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 Users sole cost and expense and reviewed by PECO 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 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 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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**ELECTRIC CONSTRUCTION STANDARDS**

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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 adds or removes facilities, the owners of any pipeline or metallic communication line on the PECO right-of-way shall be responsible for completing an initial or revised inductive interference study, submitting it to PECO for review and installing required mitigation, including on PECO's facilities, and at Users 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 Users 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 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.

## **19.0 DAMAGE TO PECO FACILITIES**

User shall be responsible for any damage caused to PECO facilities and shall be required to reimburse PECO for the cost of repairing the damage. All such damage shall be promptly reported to PECO System Operations, 800-841-4141.

## **20.0 OUTDOOR ADVERTISING**

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

## **21.0 INSPECTIONS**

User understands and agrees that PECO 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 RIGHT-OF-WAY OF PECO AND ITS SUBSIDIARIES**

## **ELECTRIC CONSTRUCTION STANDARDS**

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**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, any and all fences and other improvements injured thereby, and landscaping damaged during the course of users work.

**23.0 REFERENCES**

23.1 PECO 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 of PECO and Its Subsidiaries"
- 23.1.3 S-7072 - "Secondary Uses For Rights-of-Way along Electric Transmission Lines of PECO and Its Subsidiaries"
- 23.1.4 S-7073 - "Information Required to Evaluate Proposed Transmission Line Rights-of-Way Secondary Uses of PECO and Its Subsidiaries"

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

**ELECTRIC CONSTRUCTION STANDARDS**

(6/95) Page 7 of 7 REV (3/2011)

Prepared By: GRABOWSKI ASSOCIATES, P.C.  
One South Fifth Street  
P.O. Box 192  
Perkasie, PA 18944

Return To: GRABOWSKI ASSOCIATES, P.C.  
One South Fifth Street  
P.O. Box 192  
Perkasie, PA 18944

Site Location: 15-22-135 and 15-22-214

LPA - 12 (6/07)

FEDERAL PROJECT NO.	N/A
PROJECT NAME/ROUTE	Mill Road Bridge Replacement
COUNTY	Bucks
MUNICIPALITY	Hilltown Township
PARCEL NO.	15-22-106-1 and 15-22-106-2
CLAIM NO.	N/A
CLAIMANT	N/A

## DEED OF EASEMENT

THIS INDENTURE, made this 17 day of September, 2012 by PECO ENERGY COMPANY, a Pennsylvania Corporation, owner(s) of property affected by the construction or improvement of the above mentioned Route, their heirs, executors, administrators, successors and/or assigns, hereinafter, whether singular or plural, called the GRANTORS, and the TOWNSHIP OF HILLTOWN, hereinafter called the GRANTEE,

### WITNESSETH:

WHEREAS the GRANTEE has indicated its authorization to condemn property for the above highway from the aforementioned property; and

WHEREAS the parties hereto have agreed that, in lieu of condemnation, the GRANTOR will convey to GRANTEE, an easement and other estate(s) as designated, if any, from the property or a portion thereof required by the GRANTEE,

NOW, THEREFORE, in consideration of the sum of Two Thousand Eight Hundred (\$2,800.00) Dollars and other good and valuable consideration, the GRANTOR does hereby grant and convey to the GRANTEE an easement and such other estate(s), if any, as designated on the plot plan attached hereto and made a part hereof and set forth below.

BEING all or a portion of the same property conveyed or devised to the GRANTOR by Herbert D. Tinsmith, a single man, dated and recorded on June 2, 1969.

LPA-12(6/07)      N/A        N/A        9/17/2012    
Claim Number    Claimant    Date

THIS is an easement which is further identified on GRANTEE plans as Tax Parcel No. 15-22-106-1 and 15-22-106-2.

Reserving, however, to the GRANTOR the right to deep mine minerals and remove gas and oil within the areas hereunder acquired from a minimum depth to be determined by the GRANTEE, from mine shafts or by means of wells located off the right-of-way.

The GRANTOR does further remise, release, quitclaim and forever discharge the GRANTEE or any agency or political subdivision thereof or its or their employees or representatives of and from all suits, damages, claims and demands which the GRANTOR might otherwise have been entitled to assert under the provisions of the Eminent Domain Code, 26 PA.C.S. § 101 et seq., for or on account of this conveyance and any injury to or destruction of the aforesaid property of the GRANTOR through or by reason of the aforesaid highway construction or improvement, except damages, if any, under Section 710 (Limited Reimbursement of Appraisal, Attorney and Engineering Fees) and Section 711 (Payment on Account of Increased Mortgage Costs) of the Eminent Domain Code; provided, however, that if relocation of a residence or business or farm operation is involved, this release shall likewise not apply to damages, if any, under Section 902 (Moving Expenses) and/or Section 903 and/or 904 (Replacement Housing) of the Eminent Domain Code.

The GRANTOR does further indemnify the GRANTEE against any claim made by any lessee of the aforesaid property who has not entered into a Settlement Agreement with the GRANTEE.

Attached hereto and incorporated herein are two (2) granted Easements from GRANTOR to GRANTEE and include a Permanent Slope Easement and a Channel Easement.

Certificate of Residence

I hereby certify the Grantee's precise residence to be:  
13 W. Creamery Road, P.O. Box 260, Hilltown, Pennsylvania 18927

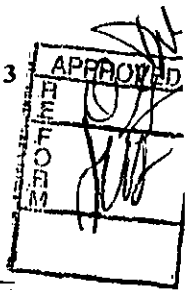
Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Agent for the Grantee

The GRANTOR has executed or caused to be executed these presents, intending to be legally bound thereby.  
\_\_\_\_\_

LPA-12(6/07)     N/A         N/A      
Claim Number Claimant

9/17/2012  
Date



**INDIVIDUALS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ENTITIES\***

GRANTOR:

PECO Energy Company

BY: [Signature]

Michael A. Williams

Director of Real Estate and Facilities

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

\* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity.

**INDIVIDUAL**

**ENTITY**

<p>STATE OF PENNSYLVANIA COUNTY OF _____</p> <p>On this _____ day of _____, 20____, before me, _____, the undersigned officer, personally appeared _____</p> <p>_____, known to me (or satisfactorily proven) to be the person(s) whose name(s) _____ subscribed to the within instrument, and acknowledged that _____ executed the instrument for the purposes contained in it.</p> <p>In witness whereof, I hereto set my hand and official seal.</p> <p>_____ [Signature]</p> <p>_____ [Title]</p> <p>[Seal]</p>	<p>STATE OF PENNSYLVANIA COUNTY OF <u>PHILADELPHIA</u></p> <p>On this <u>17<sup>th</sup></u> day of <u>SEPTEMBER</u>, 20<u>12</u>, before me, <u>DANIEL F. PACHECO</u>, the undersigned officer, personally appeared <u>MICHAEL A. WILLIAMS</u>, who acknowledged <u>HIM</u> self to be the <u>DIRECTOR, RE &amp; F</u> [title] of <u>PECO ENERGY CO.</u> [name of entity], and that as such <u>DIRECTOR, RE &amp; F</u> [title], being authorized to do so, executed the foregoing instrument for the purposes contained in it by signing on behalf of the entity as <u>DIRECTOR, RE &amp; F</u> [title]</p> <p>In witness whereof, I hereto set my hand and official seal.</p> <p><u>[Signature]</u> [Signature]</p> <p><u>NOTARY PUBLIC</u> [Title]</p> <p>[Seal]</p>
---	--

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Daniel F. Pacheco, Notary Public  
City of Philadelphia, Philadelphia County  
My Commission Expires Aug. 20, 2016  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



FEDERAL PROJECT NO.	N/A
PROJECT NAME/ROUTE	Mill Road Bridge Replacement
COUNTY	Bucks
MUNICIPALITY	Hilltown Township
PARCEL NO.	15-22-106-1 & 15-22-106-2
CLAIM NO.	N/A
CLAIMANT	N/A

**TEMPORARY EASEMENT  
FOR CONSTRUCTION  
PURPOSES**

THIS INDENTURE, made this *17* day of *September*, 2012 by PECO ENERGY COMPANY, a Pennsylvania Corporation, Owner(s) of property affected by the construction or improvement of the above mentioned transportation improvement, their heirs, executors, administrators, successors and/or assigns, hereinafter, whether singular or plural, called the OWNERS, and the TOWNSHIP OF HILLTOWN, hereinafter called the PURCHASER.

**WITNESSETH:**

WHEREAS the PURCHASER has indicated its authorization to condemn real property for the above transportation improvement from the aforesaid property; and

WHEREAS the parties hereto have agreed that, in lieu of condemnation, the OWNERS will grant to the PURCHASER a temporary easement for construction purposes from the aforesaid property,

NOW, THEREFORE, in consideration of the sum of One Thousand Three Hundred (\$1,300.00) Dollars, the OWNERS hereby grant to the PURCHASER a temporary easement for the purpose of undertaking the above construction or improvement, said easement to extend to the area shown on the plot plan attached hereto and made a part hereof and to authorize the entry and re-entry of employees, agents and contractors of the PURCHASER upon said area to do any and all work necessary for the completion of the project, including the removal of any buildings and/or other structures located on the area covered by the easement; provided, however, that, upon completion of the project, the PURCHASER shall be obligated to restore the area covered by the easement to a condition commensurate with that of the balance of the property of the OWNER, such restoration to include removal of debris, filling of holes left by the removal of buildings or structures, draining, filling and/or capping of wells, cesspools and septic tanks; grading and sowing of grass. The estimated completion date of the construction or improvement is October 31, 2014. The temporary easement for construction area is as designated on the plot plan attached hereto and made a part hereof and set forth below.

The OWNERS do further remise, release, quitclaim and forever discharge the PURCHASER or any agency or political subdivision thereof or its or their employees or representatives of and from all suits, damages, claims and demands which the OWNERS might otherwise have been entitled to assert under the provisions of the Eminent Domain Code, 26 Pa.C.S. § 101 et seq., for or on account of this conveyance and any injury to or destruction of the aforesaid property of the OWNERS through or by reason of the aforesaid construction or improvement.

The Parties have executed or caused to be executed these presents, intending to be legally bound thereby.

**INDIVIDUALS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ENTITIES\***

OWNER

PECO Energy Company

BY:

Michael A. Williams

Director of Real Estate and Facilities

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

\* Use this block for a corporation, partnership, LLC,

Government entity, school district, church, trust club, association, POA, attorney-in-fact, executor, administrator or any other entity.



**PURCHASER**

BY:

HILLTOWN TOWNSHIP





U.S. POSTAGE  NINET DUES  
ZIP 19103 \$ 002.90<sup>0</sup>  
02 1W  
0001375901 SEP 25 2012



**Exelon.**

2301 Market Street, S23-1  
Philadelphia, PA 19103

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