

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") made this 26<sup>th</sup> day of May 2016, by and between PECO ENERGY COMPANY, a Pennsylvania corporation (the "Grantor") and UPPER GWYNEDD TOWNSHIP (the "Grantee").

### BACKGROUND

A. Grantor is the owner, in fee, of a certain parcel of ground, being Tax Parcel Number 56-00-06109-00-9, situate in Upper Gwynedd Township, Montgomery County, Pennsylvania (the "Property"), used for the transmission and distribution of electricity.

B. Grantee has requested that Grantor grant Grantee the right to perform grading on so much of the Property as lies within a fifteen (15) foot wide strip of ground in connection with the installation of a drainage facility on Grantee's adjoining property.

NOW, THEREFORE, Grantor, insofar as it has the power, title and authority so to do, hereby grants unto Grantee the right, liberty and privilege to perform grading (the "Facilities") on so much of the Property of Grantor, situate in Upper Gwynedd Township, Montgomery County, Pennsylvania, as lies within a fifteen (15) foot wide strip of ground (the "Easement Area"), bounded and described in accordance with the highlighted area of a plan (CONSTRUCTION & POST CONSTRUCTION STORMWATER MANAGEMENT PLAN DRAWINGS PENNBROOK WATER QUALITY BASINS, UPPER GWYNEDD TWP, MONTGOMERY COUNTY, PA EROSION & SEDIMENT CONTROL PLAN (BASIN 1), T&M ENGINEERING 74 West Broad Street, Bethlehem, PA; last revised 1/22/2016) attached hereto as Exhibit A and described in Exhibit B attached hereto.

TOGETHER with the right of ingress and egress to, from and over the Easement Area as reasonably necessary for the exercise of the rights granted herein.

UNDER and SUBJECT, nevertheless, to certain conditions, easements and restrictions as appear of record or to which a survey or personal inspection might otherwise reveal; ALSO UNDER AND SUBJECT to the express conditions hereinafter set forth, the faithful performance of which constitutes an essential part of the consideration hereof.

1. (a) Grantee acknowledges that Grantor's business includes the construction, installation, maintenance, operation and use of structures, fixtures, facilities and instrumentation, with appurtenances (the "Grantor's Facilities"), now or which may hereafter be constructed on, over, under and across the Property and Easement Area, which are used or useful for the generation, conversion, transmission or distribution of electricity, gas and communications.

(b) Grantee agrees to comply with all requirements of any of the constituted public authorities and with the terms of any federal, state or local laws or regulations applicable to Grantee's use of the Easement Area (collectively, "Laws"), and save Grantor harmless from penalties, fines, damages or costs (including without limitation reasonable attorney's fees) resulting from Grantee's failure to do so.

(c) Grantor reserves the right to use the Easement Area for its corporate purposes at all times and to grant easements, leases or other rights upon the Easement Area for any purposes that do not interfere with the use of the Facilities. If the Facilities interfere with Grantor's use of the Property for Grantor's corporate purposes, Grantee agrees to relocate the Facilities at its sole cost and expense, within a reasonable period following notice from Grantor to do so. Grantor, subject to such internal approvals as Grantor may require, shall provide Grantee with such alternate right of way within the Property as may be reasonably required for such relocation. Grantor reserves the right as Grantor deems necessary to cut down, trim and remove any trees, brush or other vegetation that interferes with or potentially interferes with Grantor's facilities.

2. (a) Grantee shall lay, construct, install, use, maintain, repair, renew, remove, replace and operate the Facilities at its sole cost and expense, in a good and workmanlike manner and in conformity with all Laws, and with the Construction Standards and the Approved Plans, as defined in Section 13, doing as little damage as possible to the Property and Easement Area.

(b) Grantee shall, upon completion of any work done, (1) restore the Property and Easement Area to a condition at least equal to that existing prior to such work including, but not limited to properly filling, tamping, seeding and re-seeding the surface using native grasses only, refilling following any subsequent settlement due to any excavation made for the Facilities and re-grading in order to maintain the drainage pattern existing prior to the construction of the Facilities. Grantee shall use native grasses seed mix unless otherwise specified by Grantor. The use of biosolid fertilizers is prohibited. Any drainage problems created by Grantee shall be corrected at its sole cost and expense without additional use of the Property, (2) remove all material and debris and re-establish Grantor's right-of-way roads or trails to their original condition and (3) repair and put into good condition or replace if necessary, at its sole cost and expense, and to the satisfaction of Grantor, any and all property and improvements of Grantor damaged by the construction or installation of the Facilities including, but not limited to, fences and shrubbery. Any such repairs or replacement required for Grantor's Facilities shall be performed by Grantor at Grantee's sole cost and expense.

(c) Grantee shall maintain the Facilities at its sole cost and expense in accordance with applicable Laws and good utility practice.

3. Grantee shall exercise particular care in laying, constructing, installing, using, maintaining, repairing, renewing, removing or replacing the Facilities to avoid interference, contact with or damage to Grantor's facilities. Grantee will not cause or permit any material, boom, crane or similar mechanical equipment, nor any part thereof, to come within: (a) thirty-five (35) feet (10.7 meters) of a 500 kV conductor; (b) twenty-five (25) feet (7.7 meters) of a 230 kV conductor; (c) twenty (20) feet (6.1 meters) of a 133 kV conductor; (d) fifteen (15) feet (4.6 meters) of a 69 kV conductor and (e) twelve (12) feet (3.7 meters) of any electric conductor less than 69 kV without Grantor's prior approval as hereinafter provided in Section 15. Grantee shall not permit equipment to operate within five (5) feet of any tower foundations, poles or anchor guys supporting said towers or poles. The Facilities shall be constructed at least twenty-five (25) feet away from any tower leg or structure and at least ten (10) feet from any wood poles or anchors supporting Grantor's Facilities. No excavation shall be made closer than twenty-five (25) feet to Grantor's transmission towers or structures without specific written approval by Grantor. Any work performed in the Easement Area shall be performed in accordance Grantor's General Conditions Regulating Approved Uses for Transmission Line Rights-of-Way of PECO and its Subsidiaries, and the related standards referenced therein including PECO form S-7070 and S-7074 (with any revisions thereto or successor standards), a copy of which is attached as Exhibit "C".

4. Grantee shall adhere at all times to current occupational safety and health regulations (OSHA) and Pennsylvania Department of Labor and Industry Regulations, or regulations of any other agency having jurisdiction, regarding the safe operation of cranes, booms and hoists or other equipment in the vicinity of energized conductors. If Grantee uncovers or damages any electric transmission line grounding leads or counterpoise wire or damages any of Grantor's facilities, Grantee shall immediately notify Grantor's Transmission & Substations Work Dispatcher as provided in Section 15 and any damage to Grantor's facilities shall be repaired or replaced by Grantor at Grantee's sole cost and expense. Grantee or its contractors shall not touch, handle or attempt to repair any exposed and/or severed grounding leads or counterpoise wire or other facilities. Grantee is responsible to inform equipment operators of the nature and location of underground facilities in the Easement Area.

5. (a) If Grantee requests Grantor's approval to operate equipment closer to conductors than permitted in Section 3, and provided Grantor can accommodate such request, Grantor's facilities must be de-energized and grounded prior to the start of any construction operation which shall require any part of such equipment to be positioned closer to Grantor's facilities than provided in Section 3. Grantee shall not permit any equipment or material to contact a de-energized conductor. Grantee must notify Grantor's Transmission & Substations Work Dispatcher, as provided in Section 15, at least seven (7) months prior to any work requiring Grantor's facilities to be de-

energized. If such request can be accommodated a schedule shall be developed by Grantor to allow for Grantee's construction, if feasible. Grantee shall reimburse Grantor for any costs including, but not limited to, additional generating costs as determined by Grantor as a result of such de-energizing of Grantor's facilities. If an emergency occurs during the period Grantor's facilities are de-energized and Grantor's facilities are required to maintain its system operation, Grantee must make Grantor's facilities available for use within one (1) hour of notification.

(b) Notwithstanding anything herein to the contrary, Grantor is under no obligation whatsoever to de-energize or relocate any of Grantor's facilities to accommodate the Facilities including its installation, maintenance, removal or replacement.

6. Grantee shall use special care not to disturb or undermine Grantor's facilities in any manner whatsoever. Grantee shall not interfere with or block Grantor's access to Grantor's facilities or the Property at any time and when necessary shall properly plank excavations to facilitate Grantor's access with men, equipment and vehicles.

7. Grantee shall not store or use explosives on the Easement Area or the Property for the construction, installation, maintenance, renewal, removal or replacement of the Facilities.

8. No buildings, storage sheds, trailers, equipment, dirt, rock or materials of any type are permitted to be stored on the Property or the Easement Area at any time. Grantee shall not park equipment or vehicles on the Easement Area or Property at any time except when actually performing work permitted hereunder on the Easement Area. Grantee is granted the right to construct the Facilities and no other rights or permission for any other use of the Property and the Easement Area is granted hereunder. Grantee shall not bring soils onto, or remove soils from, the Property without Grantor's prior written consent.

9. Intentionally Deleted.

10. (a) Grantee assumes all risk of loss, injury or damage to the Facilities or personal property and all risk of injury or death to its employees, contractors, workmen, or any other person or persons from any causes whatever, including but not limited to claims for injuries to employees of Grantor, Grantee or their contractors or subcontractors. To the fullest extent permitted by applicable law, Grantee shall at all times hereafter indemnify, defend and save harmless Grantor, its officers, directors, employees, agents, contractors, invitees and affiliates ("Grantor Parties"), from and against any and all claims, actions, liability, damages, costs and expenses (including

attorneys' fees) in connection with loss of life, personal injury, or damage to property caused to any person in or about the Property and the Easement Area (including but not limited to claims for injuries to employees of Grantor, Grantee or their contractors or subcontractors) or arising out of the occupancy or use of the Easement Area by Grantee or occasioned wholly or in part by the act or omission of Grantee, its employees, agents, contractors, invitees, and affiliates regardless of the concurrent negligence of Grantor Parties unless attributable to the sole negligence of the Grantor Parties. In furtherance of the foregoing and not by limitation thereof, Grantee hereby waives any defense Grantee may otherwise have under applicable workers' compensation laws.

(b) For the purpose of this Agreement, "Hazardous Materials" shall include, without limitation, any flammable explosives, radioactive materials, petroleum and petroleum products, hazardous waste 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, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended (42 U.S.C. 9601 &c), the Hazardous Materials Transportation Act, as amended (49 U.S.C. 1801 &c), the Pennsylvania Hazardous Sites Cleanup Act and in the regulations adopted and the publications promulgated pursuant thereto at any time (collectively "Environmental Laws").

(c) Grantee will be responsible for compliance with any and all Environmental Laws, including any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmentally unsafe conditions on the Easement Area, including the presence of Hazardous Materials, as may now or at any time hereafter be in effect, except with respect to environmentally unsafe conditions resulting from activities of Grantor. Grantee covenants and agrees that it shall not cause or permit, as a result of any act or omission on the part of Grantee or any of its agents, employees, or licensees, the placement or presence of Hazardous Materials in or on the Property in violation of Environmental Laws or a release of such materials onto the Property and shall keep the Property free and clear of any liens imposed pursuant to Environmental Laws arising from Grantee's failure to do so. In the event Grantee receives notice from any governmental authority regarding Hazardous Materials on, from or affecting the Property, Grantee shall notify Grantor within twenty-four (24) hours and provide a written report to Grantor within five (5) business days. Grantee shall not bring any soils onto the Easement Area or make any grade changes without the prior written consent of Grantor.

(d) Grantee hereby agrees to indemnify, defend (with counsel acceptable to Grantor) and hold harmless Grantor from any claims, actions, demands,

damages, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of (i) Grantee's failure to comply with Environmental Laws; (ii) any Hazardous Materials or environmentally unsafe conditions on, in or under the Property arising out of or in any way related to or caused by the Grantee, its subtenants or their respective activities on the Property; and (iii) any breach or default by Grantee of its representations or obligations under this Section, including without limitation, enforcing the obligations of Grantee under this Section and reasonable attorneys' fees. The obligations and liabilities of Grantee under this Section shall survive the expiration or earlier termination of this Agreement and shall be continuing. Grantor reserves the right to inspect the Property for compliance with the provisions of this Section.

11. (a) In addition to the indemnifications contained in Section 10, but not in limitation thereof, Grantee agrees to carry and maintain Commercial General Liability Insurance (with coverage consistent with ISO Form CG0001 (12/04) providing bodily injury, property damage and personal/advertising injury coverage (including but not limited to coverage for claims against Grantor for injuries to employees of Grantee or its contractors or subcontractors) with a combined single limit of not less than Four Million Dollars (\$4,000,000) per occurrence and shall include blanket contractual liability coverage for Grantee's obligations under this Agreement with an insurance company or companies acceptable to Grantor. Grantee shall furnish Grantor with evidence of such insurance in the form of a policy or certificate of insurance. The policy or certificate shall name Grantor, its officers, agents and employees, as additional insured, be primary insurance for all purposes, contain cross-liability provisions, and provide for a waiver of all rights of subrogation which Grantee's insurance carrier may have against Grantor.

(b) The policy or certificate shall be forwarded to Grantor prior to commencing any work on the Easement Area, and contain a provision that Grantor be notified with at least ten (10) days prior notice in the event of cancellation of the insurance.

(c) Insurance coverage provided by Grantee or its contractors or subcontractors under this Agreement shall not include any of the following: any claims made insurance policies; any self-insured retention or deductible amount greater than Two Hundred Fifty Thousand Dollars (\$250,000) unless approved in writing by Grantor; any endorsement limiting coverage available to Grantor which is otherwise required by this Agreement; and any policy or endorsement language that (1) negates coverage to Grantor for Grantor's own negligence, (2) limits the duty to defend Grantor under the policy, (3) provides coverage to Grantor only if Grantee is negligent, (4) permits the recovery of defense costs from any additional insured, or (5) limits the scope of coverage for liability assumed under a contract.

12. If any lien is filed against the Property by any contractor of Grantee for work done on the Property, Grantee shall cause same to be discharged or satisfied within fifteen (15) days of service or upon notice of same, whichever shall be sooner. Grantee shall indemnify, defend and hold harmless Grantor against all costs and expenses (including, without limitation reasonable attorneys' fees arising out of any such liens.

13. Prior to performing any work in the Easement Area, Grantee shall submit to Grantor's Real Estate & Facilities Department for review and approval, eight (8) paper copies and one (1) electronic copy of plans showing all proposed alterations or improvements to be constructed in the Easement Area ("Grantee's Improvements") prepared in accordance with Grantor's Electric Construction Standard S-7073, and the related standards referenced therein ( with any revisions thereto or successor standards, the "Construction Standards"), a copy of which is attached as Exhibit "C". All plans must be drawn to scale with units in feet and submitted in Microstation format referenced to applicable state plane Pennsylvania south coordinates (NAD83 and NAVD88 datum) showing Grantee's Improvements, including without limitation, building location and elevation, light poles, parking areas, roads and other paved areas, proposed grading (including existing grade), drainage facilities, landscaping and other required information, together with the location of Grantor's Facilities. Grantee must also submit to Grantor for approval plans and permits for erosion and sedimentation control, wetlands permits and vegetation removal plans. Grantor reserves the right to decline to review drawings submitted without the required information. Grantor will use commercially reasonable efforts to complete its review of Grantee's plans within ninety (90) days of receipt thereof. If Grantor has not completed its review of Grantee's plans and notified Grantee within such 90-day period, Grantee shall have the right to terminate this Agreement. If the plans are disapproved Grantor shall give written notice of the reasons for such disapproval. GRANTEE SHALL NOT COMMENCE ANY ALTERATIONS OR THE CONSTRUCTION OR INSTALLATION OF GRANTEE'S IMPROVEMENTS UPON THE EASEMENT AREA INITIALLY OR AT ANY FUTURE TIME UNTIL GRANTEE HAS RECEIVED WRITTEN APPROVAL FROM GRANTOR OF GRANTEE'S PLANS ("APPROVED PLANS"). ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE APPROVED PLANS AND THE CONSTRUCTION STANDARDS. Grantee shall notify Grantor upon completion of any approved Grantee improvements in order that, at Grantor's option, a final inspection can be made by Grantor to insure compliance with plans approved by Grantor. In the event of an emergency, Grantee shall take immediate step to notify Grantor of the nature of the emergency and necessary emergency repairs and shall make good faith efforts to obtain advance approval from Grantor.

14. If it should be deemed necessary by Grantor to take precautionary measures such as, but not limited to, relocating Grantor's facilities, supplying safety inspectors to insure that any work performed is done in a safe and proper manner, de-

energizing conductors, and erecting barricades due to the installation, construction, maintenance, renewal, removal, repair, or replacement of the Facilities, then Grantee shall pay for any such measures taken by Grantor on a cost plus overhead basis within thirty (30) days of submission of a bill therefor from Grantor. It is understood and agreed that this shall, in no way, relieve Grantee from any liability in connection with the rights herein granted.

15. (a) At least two (2) months prior to the commencement of any construction or other work on the Easement Area or Facilities (or seven (7) months if it shall be necessary to de-energize Grantor's Facilities) Grantee shall contact Grantor's Work Dispatcher, Transmission & Substations, 1040 Swedesford Road, Berwyn, Pennsylvania, 19312 (Telephone No. 610-648-7920 or 7921) to make arrangements with Grantor's representatives to review Grantee's previously approved plans or drawings to determine what precautionary measures, if any, are required. Grantee shall again contact Grantor's Transmission & Substations Work Dispatcher at least five (5) days prior to beginning any work in the Easement Area as notice that work is to commence and to confirm previously made precautionary measures and other arrangements. **PRIOR APPROVAL OF GRANTEE'S PLANS OR DRAWINGS BY GRANTOR DOES NOT CONSTITUTE NOTICE TO OR APPROVAL BY GRANTOR FOR GRANTEE TO COMMENCE WORK ON THE PROPERTY OR THE EASEMENT AREA. GRANTEE AGREES THAT ABSOLUTELY NO WORK SHALL BEGIN ON THE EASEMENT AREA, INITIALLY OR AT ANY FUTURE TIME, UNLESS GRANTEE HAS MADE PROPER ARRANGEMENTS AND GIVEN THE REQUIRED NOTICE AS AFORESAID.**

(b) The Easement Area and the Property are or may be utilized for underground electric, gas and communication facilities. Grantee shall contact the Pennsylvania ONE CALL SYSTEM (telephone no. 1-800-242-1776) to determine the location of any underground facilities at least five (5) working days prior to performing any work in the Easement Area.

16. (a) Grantee shall pay all real property taxes and other charges and assessments levied upon or assessed against Grantor or the Property caused by the construction or presence of the Facilities and shall save Grantor harmless from any such taxes, charges and assessments at its sole cost and expense.

(b) Grantee covenants and agrees that no charge or assessment shall be made or imposed upon Grantor or the Property for the cost of installing and constructing the Facilities and shall save Grantor harmless from any such charge or assessment at Grantee's sole cost and expense.

17. Construction or installation of the Facilities shall be completed within ten (10) years from the date of this Agreement. If Grantee fails to complete the

construction or installation of the Facilities or thereafter ceases to use the same, or fails to comply with the covenants, agreements or conditions of this Agreement, then the easement herein granted shall be and become null and void and of no further force and effect, and all rights hereunder shall revert to Grantor. In such event Grantee shall execute and deliver a release to Grantor, in recordable form, abrogating the easement herein granted and remove the Facilities and restore the Easement Area to good order and condition as set forth in Section 2 (b) within sixty (60) days following notice from Grantor to do so.

18. Grantee may not assign its interest in this Agreement without the prior written approval of Grantor.

19. All notices given by either party shall be in writing served personally upon the other party; 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 as follows:

Grantor:

PECO Energy Company  
2301 Market Street  
Philadelphia, PA 19103  
Attn: Manager, Real Estate & Facilities

Grantee:

Leonard Perrone  
Upper Gwynedd Township  
One Parkside Place  
West Point, PA 19483

20. This Agreement is made under and subject to the lien of the First and Refunding Mortgage dated as of May 1, 1923, of the Counties Gas and Electric Company (to which PECO Energy Company is Successor) to Fidelity Trust Company (to which US Bank, National Association is Successor) as the same has been heretofore and may hereafter be amended and supplemented for the security of the presently outstanding bonds of Grantor and other and additional bonds which may hereafter be issued and outstanding under said Mortgage as so amended and supplemented.

21. Grantor shall file a copy of this Agreement with the Pennsylvania Public Utility Commission (the "PUC") promptly after the execution hereof. The effective date

of this Agreement shall be the 33rd day after such filing of this Agreement, unless prior to such date the PUC has instituted as permitted under Section 507 of the Pennsylvania Public Utility Law, Title 66. In the event proceedings are instituted, then this Agreement shall become effective only after approval by the PUC.

22. (a) In the event of a non-monetary default of Grantee under this Agreement, including Grantee's failure to construct the Facilities in accordance with Approved Plans, Grantor shall have the right to take any and all corrective actions Grantor deems necessary or appropriate to cure the default of Grantee and charge the cost thereof to Grantee.

(b) In addition to any other rights set forth in this Agreement, but without limitation, Grantor may enforce this Agreement by legal or equitable proceedings against the Grantee either to specifically enforce, restrain, or enjoin the violation of any restriction, covenant, condition, agreement, term, representation, or warranty herein contained or to recover damages. Notwithstanding any other provision of this Agreement, it is understood and agreed that the remedies permitted pursuant to this Agreement other than equitable remedies may be inadequate in the case of any breach by Grantee of its obligations contained herein. Accordingly, Grantee agrees that in such instances, Grantor shall be entitled to preliminary injunctive relief from a court of competent jurisdiction without bond or proof of damages, and Grantee shall not plead in defense that there would be an adequate remedy at law.

23. (a) The covenants, agreements and conditions herein contained shall inure to and bind the respective successors and, to the extent permitted, assigns of the parties hereto.

(b) Any amendments or modifications of this Agreement shall be made only in a writing executed by all parties to this Agreement (or their permitted successors and assigns).

(c) This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the Commonwealth of Pennsylvania without giving effect to the conflict of law principles thereof.

(d) This Agreement (including the exhibits hereto), and the other documents and instruments specifically provided for herein and therein contain the entire understanding between the parties concerning the subject matter hereof and thereof and, except as expressly provided for herein, supersede all prior understandings and agreements, whether oral or written, between them with respect to the subject matter hereof and thereof.

(e) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(f) The parties do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation or understanding established under this Agreement, except insofar as such third party may be the beneficiary of an indemnity hereunder.

(g) The failure of a party to insist, in any one or more instances, on performance of any of the terms, covenants and conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term, covenant or condition, but the obligations of the parties with respect thereto shall continue in full force and effect. No waiver of any provision or condition of this Agreement by a party shall be valid unless in writing signed by such party or operational by the terms of this Agreement. A waiver by one party of the performance of any covenant, condition, representation or warranty of the other party shall not invalidate this Agreement, nor shall such waiver be construed as a waiver of any other covenant, condition, representation or warranty. A waiver by any party of the time for performing any act shall not constitute a waiver of the time for performing any other act or the time for performing an identical act required to be performed at a later time.

**(EXECUTED BY THE PARTIES ON THE FOLLOWING PAGE)**

EXECUTED the day and year first above written.

PECO ENERGY COMPANY

BY: [Signature]  
Benjamin E. Henry  
Manager, Real Estate & Facilities



UPPER GWYNEDD TOWNSHIP

Grantee:

BY: [Signature]  
Kenneth E. Kroberger  
President

COMMONWEALTH OF PENNSYLVANIA:

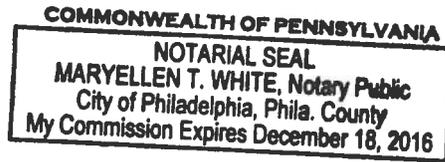
: SS.

COUNTY OF :

On this, the 7th day of July, 2014, before me, a Notary Public, the undersigned officer, personally appeared Benjamin E. Hurst, who acknowledged himself to be Manager, Real Estate & Facilities of PECO ENERGY COMPANY, a corporation and that he as such Manager, Real Estate & Facilities, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Manager, Real Estate & Facilities.

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

*Maryellen T. White*  
\_\_\_\_\_  
Notary Public



File No. 4270

Initial- EJM/ejm

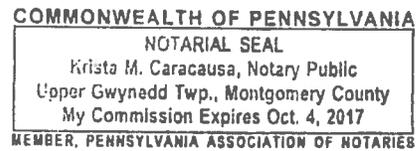
COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF *Montgomery* : SS.  
:

On this, the *23<sup>rd</sup>* day of *May* 201*6*, before me, a *Notary Public*, the undersigned officer, personally appeared *Kenneth E. Koberger* known to me (or satisfactorily proven) to be the person(s) whose name is/are subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.

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

*Krista M. Caracausa*  
\_\_\_\_\_  
Notary Public



File No. 4270

Initial- EJM/ejm

P299501

Exhibit "A"  
CONSTRUCTION & POST CONSTRUCTION STORMWATER MANAGEMENT PLAN DRAWINGS  
PENNBROOK WATER QUALITY BASINS, UPPER GWYNEDD TWP, MONTGOMERY COUNTY, PA  
EROSION & SEDIMENT CONTROL PLAN (BASIN 1)  
T&M ENGINEERING  
74 West Broad Street, Bethlehem, PA; last revised 1/22/2016

**SEQUENCE OF CONSTRUCTION**

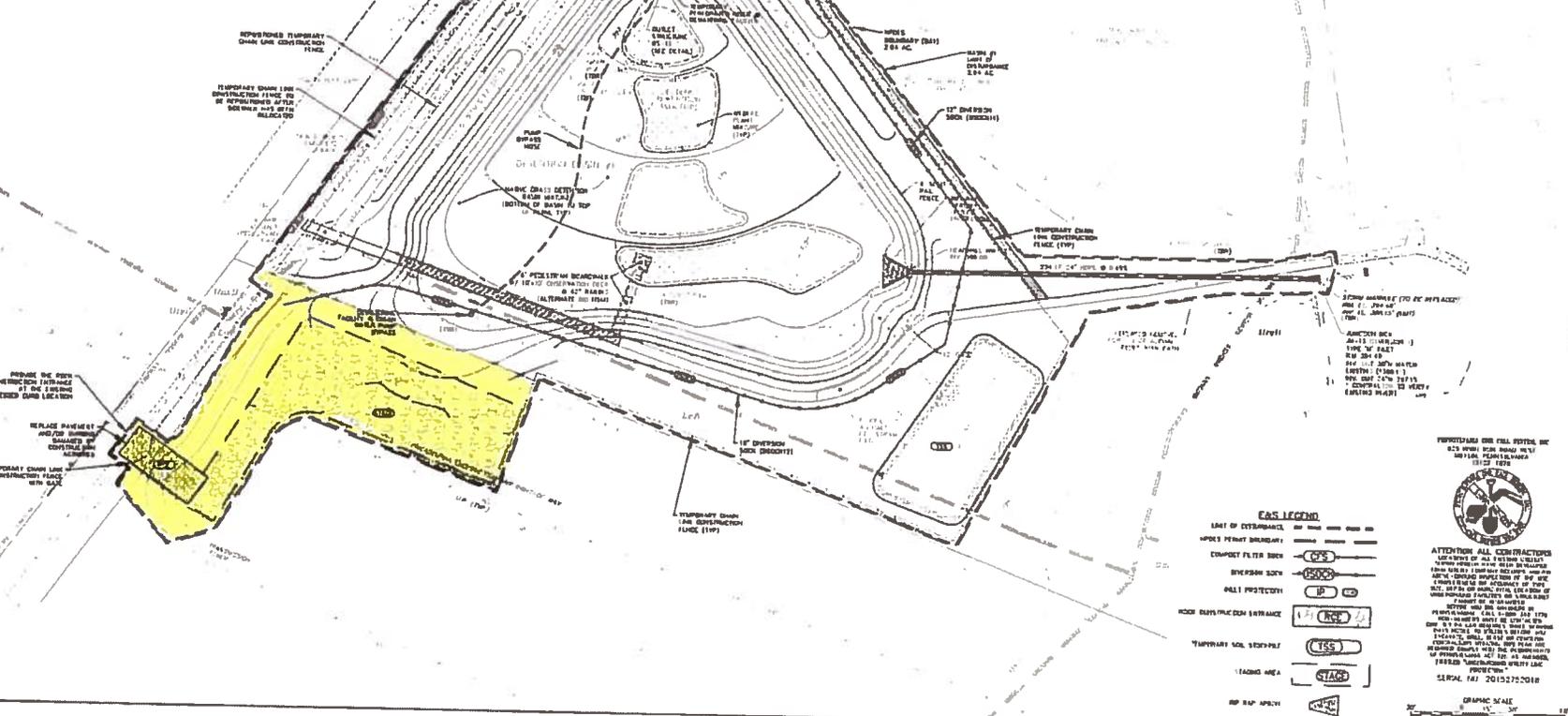
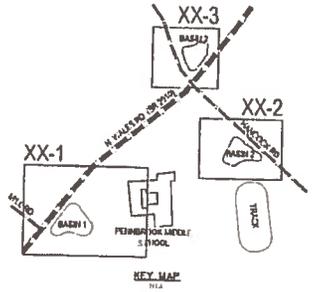
1. ALL EROSION PREVENTION MEASURES SHALL BE INSTALLED PRIOR TO THE BEGINNING OF ANY CONSTRUCTION ACTIVITY.
2. THE SEQUENCE OF CONSTRUCTION SHALL BE AS FOLLOWS:
  - a. INSTALL EROSION PREVENTION MEASURES.
  - b. EXCAVATE AND CONSTRUCT STORMWATER BASINS.
  - c. CONSTRUCT STORMWATER CONDUITS AND PIPES.
  - d. CONSTRUCT STORMWATER PUMPS AND ELECTRICAL SYSTEMS.
  - e. CONSTRUCT STORMWATER STORAGE TANKS.
  - f. CONSTRUCT STORMWATER TREATMENT FACILITIES.
  - g. CONSTRUCT STORMWATER DISTRIBUTION NETWORKS.
  - h. CONSTRUCT STORMWATER COLLECTION NETWORKS.
  - i. CONSTRUCT STORMWATER INFILTRATION SYSTEMS.
  - j. CONSTRUCT STORMWATER RETENTION SYSTEMS.
  - k. CONSTRUCT STORMWATER DIVERSION SYSTEMS.
  - l. CONSTRUCT STORMWATER TREATMENT SYSTEMS.
  - m. CONSTRUCT STORMWATER STORAGE SYSTEMS.
  - n. CONSTRUCT STORMWATER DISTRIBUTION SYSTEMS.
  - o. CONSTRUCT STORMWATER COLLECTION SYSTEMS.
  - p. CONSTRUCT STORMWATER INFILTRATION SYSTEMS.
  - q. CONSTRUCT STORMWATER RETENTION SYSTEMS.
  - r. CONSTRUCT STORMWATER DIVERSION SYSTEMS.
  - s. CONSTRUCT STORMWATER TREATMENT SYSTEMS.
  - t. CONSTRUCT STORMWATER STORAGE SYSTEMS.
  - u. CONSTRUCT STORMWATER DISTRIBUTION SYSTEMS.
  - v. CONSTRUCT STORMWATER COLLECTION SYSTEMS.
  - w. CONSTRUCT STORMWATER INFILTRATION SYSTEMS.
  - x. CONSTRUCT STORMWATER RETENTION SYSTEMS.
  - y. CONSTRUCT STORMWATER DIVERSION SYSTEMS.
  - z. CONSTRUCT STORMWATER TREATMENT SYSTEMS.
3. THE SEQUENCE OF CONSTRUCTION SHALL BE AS FOLLOWS:
  - a. EXCAVATE AND CONSTRUCT STORMWATER BASINS.
  - b. CONSTRUCT STORMWATER CONDUITS AND PIPES.
  - c. CONSTRUCT STORMWATER PUMPS AND ELECTRICAL SYSTEMS.
  - d. CONSTRUCT STORMWATER STORAGE TANKS.
  - e. CONSTRUCT STORMWATER TREATMENT FACILITIES.
  - f. CONSTRUCT STORMWATER DISTRIBUTION NETWORKS.
  - g. CONSTRUCT STORMWATER COLLECTION NETWORKS.
  - h. CONSTRUCT STORMWATER INFILTRATION SYSTEMS.
  - i. CONSTRUCT STORMWATER RETENTION SYSTEMS.
  - j. CONSTRUCT STORMWATER DIVERSION SYSTEMS.
  - k. CONSTRUCT STORMWATER TREATMENT SYSTEMS.
  - l. CONSTRUCT STORMWATER STORAGE SYSTEMS.
  - m. CONSTRUCT STORMWATER DISTRIBUTION SYSTEMS.
  - n. CONSTRUCT STORMWATER COLLECTION SYSTEMS.
  - o. CONSTRUCT STORMWATER INFILTRATION SYSTEMS.
  - p. CONSTRUCT STORMWATER RETENTION SYSTEMS.
  - q. CONSTRUCT STORMWATER DIVERSION SYSTEMS.
  - r. CONSTRUCT STORMWATER TREATMENT SYSTEMS.
  - s. CONSTRUCT STORMWATER STORAGE SYSTEMS.
  - t. CONSTRUCT STORMWATER DISTRIBUTION SYSTEMS.
  - u. CONSTRUCT STORMWATER COLLECTION SYSTEMS.
  - v. CONSTRUCT STORMWATER INFILTRATION SYSTEMS.
  - w. CONSTRUCT STORMWATER RETENTION SYSTEMS.
  - x. CONSTRUCT STORMWATER DIVERSION SYSTEMS.
  - y. CONSTRUCT STORMWATER TREATMENT SYSTEMS.
  - z. CONSTRUCT STORMWATER STORAGE SYSTEMS.

**TEMPORARY AND PERMANENT STABILIZATION SPECIFICATIONS**

- SEE SHEET E11 FOR SPECIFICATIONS
- CONSTRUCTION ENTRANCE NOTES**
1. CONTRACTOR IS RESPONSIBLE FOR PREPARING AND FOR MAINTAINING ALL PERMITS.
  2. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  3. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  4. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  5. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  6. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  7. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  8. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  9. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  10. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  11. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  12. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  13. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  14. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  15. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  16. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  17. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  18. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  19. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  20. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  21. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  22. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  23. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  24. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  25. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  26. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  27. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  28. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  29. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  30. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  31. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  32. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  33. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  34. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  35. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  36. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  37. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  38. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  39. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  40. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  41. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  42. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  43. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  44. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  45. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  46. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  47. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  48. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  49. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  50. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  51. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  52. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  53. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  54. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  55. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  56. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  57. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  58. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  59. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  60. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  61. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  62. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  63. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  64. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  65. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  66. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  67. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  68. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  69. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  70. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  71. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  72. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  73. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  74. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  75. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  76. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  77. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  78. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  79. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  80. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  81. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  82. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  83. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  84. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  85. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  86. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  87. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  88. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  89. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  90. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  91. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  92. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  93. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  94. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  95. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  96. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  97. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  98. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  99. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.
  100. CONTRACTOR SHALL MAINTAIN ALL PERMITS CURRENT AND VALID AT ALL TIMES.

**SOILS TABULATION**

SOIL TYPE	DESCRIPTION	PERCENT	DEPTH (FT)
1	CLAY	100	0-12
2	SAND	100	12-24
3	SILT	100	24-36
4	GRAVEL	100	36-48
5	COARSE SAND	100	48-60
6	MEDIUM SAND	100	60-72
7	FINE SAND	100	72-84
8	SILT	100	84-96
9	CLAY	100	96-108
10	GRAVEL	100	108-120
11	COARSE SAND	100	120-132
12	MEDIUM SAND	100	132-144
13	FINE SAND	100	144-156
14	SILT	100	156-168
15	CLAY	100	168-180
16	GRAVEL	100	180-192
17	COARSE SAND	100	192-204
18	MEDIUM SAND	100	204-216
19	FINE SAND	100	216-228
20	SILT	100	228-240
21	CLAY	100	240-252
22	GRAVEL	100	252-264
23	COARSE SAND	100	264-276
24	MEDIUM SAND	100	276-288
25	FINE SAND	100	288-300
26	SILT	100	300-312
27	CLAY	100	312-324
28	GRAVEL	100	324-336
29	COARSE SAND	100	336-348
30	MEDIUM SAND	100	348-360
31	FINE SAND	100	360-372
32	SILT	100	372-384
33	CLAY	100	384-396
34	GRAVEL	100	396-408
35	COARSE SAND	100	408-420
36	MEDIUM SAND	100	420-432
37	FINE SAND	100	432-444
38	SILT	100	444-456
39	CLAY	100	456-468
40	GRAVEL	100	468-480
41	COARSE SAND	100	480-492
42	MEDIUM SAND	100	492-504
43	FINE SAND	100	504-516
44	SILT	100	516-528
45	CLAY	100	528-540
46	GRAVEL	100	540-552
47	COARSE SAND	100	552-564
48	MEDIUM SAND	100	564-576
49	FINE SAND	100	576-588
50	SILT	100	588-600
51	CLAY	100	600-612
52	GRAVEL	100	612-624
53	COARSE SAND	100	624-636
54	MEDIUM SAND	100	636-648
55	FINE SAND	100	648-660
56	SILT	100	660-672
57	CLAY	100	672-684
58	GRAVEL	100	684-696
59	COARSE SAND	100	696-708
60	MEDIUM SAND	100	708-720
61	FINE SAND	100	720-732
62	SILT	100	732-744
63	CLAY	100	744-756
64	GRAVEL	100	756-768
65	COARSE SAND	100	768-780
66	MEDIUM SAND	100	780-792
67	FINE SAND	100	792-804
68	SILT	100	804-816
69	CLAY	100	816-828
70	GRAVEL	100	828-840
71	COARSE SAND	100	840-852
72	MEDIUM SAND	100	852-864
73	FINE SAND	100	864-876
74	SILT	100	876-888
75	CLAY	100	888-900
76	GRAVEL	100	900-912
77	COARSE SAND	100	912-924
78	MEDIUM SAND	100	924-936
79	FINE SAND	100	936-948
80	SILT	100	948-960
81	CLAY	100	960-972
82	GRAVEL	100	972-984
83	COARSE SAND	100	984-996
84	MEDIUM SAND	100	996-1008
85	FINE SAND	100	1008-1020
86	SILT	100	1020-1032
87	CLAY	100	1032-1044
88	GRAVEL	100	1044-1056
89	COARSE SAND	100	1056-1068
90	MEDIUM SAND	100	1068-1080
91	FINE SAND	100	1080-1092
92	SILT	100	1092-1104
93	CLAY	100	1104-1116
94	GRAVEL	100	1116-1128
95	COARSE SAND	100	1128-1140
96	MEDIUM SAND	100	1140-1152
97	FINE SAND	100	1152-1164
98	SILT	100	1164-1176
99	CLAY	100	1176-1188
100	GRAVEL	100	1188-1200



- EAS LEGEND**
- 1" LINE OF EROSION CONTROL
  - 2" LINE OF EROSION CONTROL
  - 3" LINE OF EROSION CONTROL
  - 4" LINE OF EROSION CONTROL
  - 5" LINE OF EROSION CONTROL
  - 6" LINE OF EROSION CONTROL
  - 7" LINE OF EROSION CONTROL
  - 8" LINE OF EROSION CONTROL
  - 9" LINE OF EROSION CONTROL
  - 10" LINE OF EROSION CONTROL
  - 11" LINE OF EROSION CONTROL
  - 12" LINE OF EROSION CONTROL
  - 13" LINE OF EROSION CONTROL
  - 14" LINE OF EROSION CONTROL
  - 15" LINE OF EROSION CONTROL
  - 16" LINE OF EROSION CONTROL
  - 17" LINE OF EROSION CONTROL
  - 18" LINE OF EROSION CONTROL
  - 19" LINE OF EROSION CONTROL
  - 20" LINE OF EROSION CONTROL
  - 21" LINE OF EROSION CONTROL
  - 22" LINE OF EROSION CONTROL
  - 23" LINE OF EROSION CONTROL
  - 24" LINE OF EROSION CONTROL
  - 25" LINE OF EROSION CONTROL
  - 26" LINE OF EROSION CONTROL
  - 27" LINE OF EROSION CONTROL
  - 28" LINE OF EROSION CONTROL
  - 29" LINE OF EROSION CONTROL
  - 30" LINE OF EROSION CONTROL
  - 31" LINE OF EROSION CONTROL
  - 32" LINE OF EROSION CONTROL
  - 33" LINE OF EROSION CONTROL
  - 34" LINE OF EROSION CONTROL
  - 35" LINE OF EROSION CONTROL
  - 36" LINE OF EROSION CONTROL
  - 37" LINE OF EROSION CONTROL
  - 38" LINE OF EROSION CONTROL
  - 39" LINE OF EROSION CONTROL
  - 40" LINE OF EROSION CONTROL
  - 41" LINE OF EROSION CONTROL
  - 42" LINE OF EROSION CONTROL
  - 43" LINE OF EROSION CONTROL
  - 44" LINE OF EROSION CONTROL
  - 45" LINE OF EROSION CONTROL
  - 46" LINE OF EROSION CONTROL
  - 47" LINE OF EROSION CONTROL
  - 48" LINE OF EROSION CONTROL
  - 49" LINE OF EROSION CONTROL
  - 50" LINE OF EROSION CONTROL
  - 51" LINE OF EROSION CONTROL
  - 52" LINE OF EROSION CONTROL
  - 53" LINE OF EROSION CONTROL
  - 54" LINE OF EROSION CONTROL
  - 55" LINE OF EROSION CONTROL
  - 56" LINE OF EROSION CONTROL
  - 57" LINE OF EROSION CONTROL
  - 58" LINE OF EROSION CONTROL
  - 59" LINE OF EROSION CONTROL
  - 60" LINE OF EROSION CONTROL
  - 61" LINE OF EROSION CONTROL
  - 62" LINE OF EROSION CONTROL
  - 63" LINE OF EROSION CONTROL
  - 64" LINE OF EROSION CONTROL
  - 65" LINE OF EROSION CONTROL
  - 66" LINE OF EROSION CONTROL
  - 67" LINE OF EROSION CONTROL
  - 68" LINE OF EROSION CONTROL
  - 69" LINE OF EROSION CONTROL
  - 70" LINE OF EROSION CONTROL
  - 71" LINE OF EROSION CONTROL
  - 72" LINE OF EROSION CONTROL
  - 73" LINE OF EROSION CONTROL
  - 74" LINE OF EROSION CONTROL
  - 75" LINE OF EROSION CONTROL
  - 76" LINE OF EROSION CONTROL
  - 77" LINE OF EROSION CONTROL
  - 78" LINE OF EROSION CONTROL
  - 79" LINE OF EROSION CONTROL
  - 80" LINE OF EROSION CONTROL
  - 81" LINE OF EROSION CONTROL
  - 82" LINE OF EROSION CONTROL
  - 83" LINE OF EROSION CONTROL
  - 84" LINE OF EROSION CONTROL
  - 85" LINE OF EROSION CONTROL
  - 86" LINE OF EROSION CONTROL
  - 87" LINE OF EROSION CONTROL
  - 88" LINE OF EROSION CONTROL
  - 89" LINE OF EROSION CONTROL
  - 90" LINE OF EROSION CONTROL
  - 91" LINE OF EROSION CONTROL
  - 92" LINE OF EROSION CONTROL
  - 93" LINE OF EROSION CONTROL
  - 94" LINE OF EROSION CONTROL
  - 95" LINE OF EROSION CONTROL
  - 96" LINE OF EROSION CONTROL
  - 97" LINE OF EROSION CONTROL
  - 98" LINE OF EROSION CONTROL
  - 99" LINE OF EROSION CONTROL
  - 100" LINE OF EROSION CONTROL



ATTENTION ALL CONTRACTORS  
 THIS DRAWING IS THE PROPERTY OF THE ENGINEER AND ARCHITECT. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED THEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER AND ARCHITECT. ANY UNAUTHORIZED USE OF THIS DRAWING IS PROHIBITED AND WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW. THE ENGINEER AND ARCHITECT ASSUME NO LIABILITY FOR ANY DAMAGE, LOSS, OR INJURY, INCLUDING CONSEQUENTIAL DAMAGES, ARISING FROM THE USE OF THIS DRAWING. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR COMPLYING WITH ALL APPLICABLE REGULATIONS AND ORDINANCES. THE ENGINEER AND ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY SUCH VIOLATIONS. THIS DRAWING IS THE PROPERTY OF THE ENGINEER AND ARCHITECT AND SHALL BE RETURNED TO THEM UPON COMPLETION OF THE PROJECT. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER AND ARCHITECT. ANY UNAUTHORIZED USE OF THIS DRAWING IS PROHIBITED AND WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW. THE ENGINEER AND ARCHITECT ASSUME NO LIABILITY FOR ANY DAMAGE, LOSS, OR INJURY, INCLUDING CONSEQUENTIAL DAMAGES, ARISING FROM THE USE OF THIS DRAWING. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR COMPLYING WITH ALL APPLICABLE REGULATIONS AND ORDINANCES. THE ENGINEER AND ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY SUCH VIOLATIONS. THIS DRAWING IS THE PROPERTY OF THE ENGINEER AND ARCHITECT AND SHALL BE RETURNED TO THEM UPON COMPLETION OF THE PROJECT.

NO.	DATE	DESCRIPTION	BY	CHKD.
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				
42				
43				
44				
45				

Exhibit "B"  
Legal Description of Property



YOUR GOALS. OUR MISSION.

February 29, 2016  
Revised March 23, 2016

Project No. GWND00130

**LEGAL DESCRIPTION  
BASIN 1  
DRAINAGE/ACCESS EASEMENT  
THROUGH LANDS OF  
PHILADELPHIA ELECTRIC COMPANY  
TMP 56-00-06109-00-9  
TO BE GRANTED TO UPPER GWYNEDD TOWNSHIP  
FOR PENNBROOK WATER QUALITY BASINS**

**UPPER GWYNEDD TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA**

ALL THAT CERTAIN piece, parcel, or tract of land situated in the Township of Upper Gwynedd, County of Montgomery, and Commonwealth of Pennsylvania being a portion of lands now or formerly of Philadelphia Electric Company (TMP 56-00-06109-00-9) being shown on a plat titled "Water Quality Basin Access Easement - Basin 1 Through Lands of Philadelphia Electric Company" prepared by T & M Associates, dated February 29, 2016, revised March 23, 2016, and being more particularly described as follows, to wit:

**BEGINNING** at a point on the northerly line of the Philadelphia Electric Company Right of Way (Parcel 56-00-06109-00-9) and the easterly right-of-way line of North Wales Road (SR 2010) at a corner of lands now or formerly of the North Penn School District (TMP 56-00-03646-00-6), said point being 35 feet measured perpendicularly from the centerline of said North Wales Road (SR 2010), thence:

1. Along said northerly right of way line of Philadelphia Electric Company Right of Way (Parcel 56-00-06109-00-9) and also along lands now or formerly of the North Penn School District (TMP 56-00-03646-00-6), South 58 degrees 41 minutes 30 seconds East, a distance of 41.53 feet to a point, thence;
2. Through said lands of the Philadelphia Electric Company Right of Way (Parcel 56-00-06109-00-9), of which this is a part, the following two courses and distances, First: South 45 degrees 53 minutes 27 seconds West, a distance of 181.16 feet to a point, thence;
3. Second: North 44 degrees 06 minutes 33 seconds West, a distance of 40.00 feet to a point on the easterly right-of-way line of North Wales Road (SR 2010) , thence;
4. Along said easterly right-of-way line of North Wales Road (SR 2010) parallel to and 35 feet easterly of the centerline of said North Wales Road (SR 2010) North 45 degrees 53 minutes 27 seconds East, a distance of 170.00 feet the first mentioned point and place of the **BEGINNING**.

Containing 7,023.3 square feet or 0.161 acre of land as described herein.

**EXHIBIT B**

Exhibit "C"  
Construction Standards



S-7070

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, derricks, ladders or other equipment or items that might come within the horizontal distances set forth in Table I, to PECO overhead conductors.

TABLE I  
Horizontal Distance to Transmission Lines

<u>Nominal Operating Voltage</u> (volts)	<u>Distance</u>	
	<u>(feet)</u>	<u>(meters)</u>
500,000	50	15.2
230,000 & below	20	6.1

- 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.

CONDITIONS FOR WORKING IN THE VICINITY OF  
PECO ELECTRIC TRANSMISSION LINES

ELECTRIC CONSTRUCTION STANDARDS



- 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. OSHA 29 CFR 1926.1408 to 1926.1410 regulations governs the safe operation of cranes and derricks 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. Subcontractors utilizing cranes, booms, hoists, or other equipment in the vicinity of electric transmission lines must adhere to the requirements of OSHA 29 CFR 1926.1408 to 1926.1410 regulations.
- 5 Work activities that are not applicable to the requirements of OSHA 29 CFR 1926.1408 to 1926.1410 shall be considered in the vicinity of PECO electric transmission lines if such work might come within the clearance distances of Table II.

**TABLE II**  
**Clearance Distance to Transmission Lines**

Nominal Operating Voltage (volts)	Distance	
	(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

- 6 **NOTIFICATION:** In addition to the advance approval required in paragraph 2, the contractor shall contact PECO in accordance with the following schedule:
  - 6.1 As soon as possible, but no less than sixty (60) 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

CONDITIONS FOR WORKING IN THE VICINITY OF  
PECO ELECTRIC TRANSMISSION LINES

**ELECTRIC CONSTRUCTION STANDARDS**



S-7070

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.

- 6.2 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.
  - 6.3 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 6.1 and 6.2 is potentially dangerous and is absolutely forbidden.
  - 6.4 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.
  - 6.5 In the event of any contact with PECO facilities, the contractor shall call the PECO System Operations at 800-841-4141 as soon as possible.
- 7 OUTAGES:
- 7.1 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.
  - 7.2 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.

CONDITIONS FOR WORKING IN THE VICINITY OF  
PECO ELECTRIC TRANSMISSION LINES

ELECTRIC CONSTRUCTION STANDARDS



S-7070

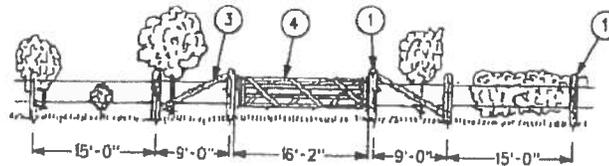
- 8 **REIMBURSEMENT BY CONTRACTOR:** PECO shall be reimbursed by the contractor for all costs and expenses incurred in implementing any precautionary safety measures.
- 9 **BLASTING:** No blasting shall be permitted in the vicinity of transmission line facilities without specific advance written approval by PECO. Notification of intent to blast shall be made in accordance with paragraph 6.2.
- 10 **EXCAVATIONS:**
  - 10.1 No one shall excavate closer than 25 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 6.1 and 6.2.
  - 10.2 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.
- 11 **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.
- 12 **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.
- 13 **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 6.1 upon completion of the clean-up operations so that PECO may arrange an inspection to assure compliance with these requirements.

CONDITIONS FOR WORKING IN THE VICINITY OF  
PECO ELECTRIC TRANSMISSION LINES

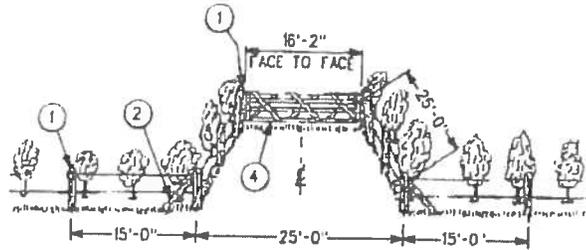
ELECTRIC CONSTRUCTION STANDARDS

# RIGHT OF WAY FENCES GATES AND WIRE BARRICADES TRANSMISSION LINES

REV.NO.	EC*	DATE	DRAWN BY	DESCRIPTION
1		3-20-16	CBC	REISSUED STANDARD



**FIGURE 1**  
**STANDARD RIGHT-OF-WAY ACCESS**  
SEE INSTALLATION POLICY BELOW



**FIGURE 2**  
**SPECIAL RIGHT-OF-WAY ACCESS**  
SEE INSTALLATION POLICY AND GENERAL NOTE (a) BELOW

### GENERAL NOTES

- (a) PROVIDE 25 FOOT SET-BACK SHOWN IN FIGURE 2 FOR ACCESS FROM PUBLIC ROADS ONLY WHERE THERE IS LIMITED TRAFFIC VISIBILITY.
- (b) ALL WOOD SHALL BE PRESSURE TREATED IN ACCORDANCE WITH THE LATEST REVISION OF AWPA STANDARD C4 OR C5. WOOD MEMBERS MAY BE CUT FROM USED UTILITY POLES IF IN SOUND CONDITION. ALL WOOD MEMBERS SHALL BE A MINIMUM OF 8" SQUARE OR 8" IN DIAMETER AND 9'-0" LONG.
- (c) ALL BOLTS SHALL BE CUT TO WITHIN ONE INCH OF THE TIGHTENED NUT, THREADS NICKED, BURRED OR TACKWELDED TO PREVENT REMOVAL OF THE NUT, AND ALL CUTS, NICKS AND OTHER DAMAGE COATED WITH GALVANOX (OR EQUAL) TO PREVENT DETERIORATION OF HARDWARE.
- (d) POSTS SHALL BE SET TO A DEPTH OF 48 INCHES AND THE EARTH BACKFILL WELL TAMPED AROUND THE POST. ROOF ALL POSTS 12 INCHES ABOVE TOP ATTACHMENT WITH 4 INCH SLOPE FRONT TO BACK.
- (e) K5417 LOCKS SHALL BE INSTALLED ON GATES AND WIRE BARRICADES. PROVISIONS SHALL BE MADE FOR PROPERTY OWNERS LOCK WHERE APPROPRIATE.
- (f) GATE POSTS AND POSTS FOR WIRE BARRICADES SHALL BE SUPPORTED BY WOOD STRUTS OR PUSH BRACES.

### BILL OF MATERIAL

ITEM	CODE NO.	DESCRIPTION
1	199-52611	WOOD POST
2	199-52611	WOOD PUSH BRACE
3	199-52611	WOOD STRUT
4	199-31039	STEEL FARM GATE, LESS HINGES
5		
6	135-79055	GUY WIRE, 1/8" EHS R/W LOCK, NO. K5417
7		
8		
9	199-51769	GATE HINGE (2 REQ'D PER GATE)
10	199-43833	WOOD KEDGE, 3" X 12" X 18"
11		3/8" MACHINE BOLT-LENGTH AS REQ'D
12	132-76053	2" SQUARE WASHER
13	132-23504	3/8" BOLT EYE
14	132-12542	3-BOLT CLAMP, GALV.
15	199-62429	NO TRESSPASSING SIGN
16	199-71916	1/8" GALVANIZED CHAIN
17		
18		
19	199-65609	FENCE STAPLES
20		INSULATED HANDLE - SPRING LOADED
21	137-36331	SPOOL INSULATOR, PORCELAIN, 3/8" X 3"
22	132-57220	LAG BOLT, 1/2" X 6"
23	132-76017	ROUND WASHER FOR 1/2" LAG BOLT
24	135-79829	LASHING WIRE (FOR TIE WIRE)
25		EXISTING FENCE DICTATES MATERIALS
26		3" X 4" X 2'-0" WOOD BLOCK

### INSTALLATION POLICY

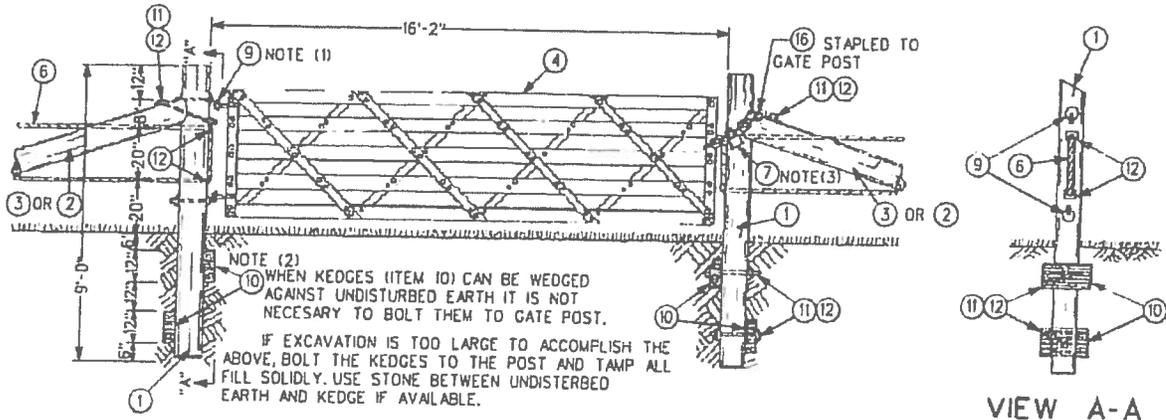
#### ACCESS FROM PUBLIC ROADS

- NO GATE OR WIRE BARRICADE SHALL BE INSTALLED WHERE THE R/W INTERSECTS A PUBLIC ROAD EXCEPT UNDER THE FOLLOWING CIRCUMSTANCES:
1. UPON WRITTEN REQUEST FROM A GOVERNMENTAL AGENCY (BORO, TOWNSHIP, ETC.) OR LAW ENFORCEMENT AGENCY (POLICE DEPT., ETC.).
  2. UPON WRITTEN REQUEST FROM THE PROPERTY OWNER, LEASEE, OR ADJACENT PROPERTY OWNER.
  3. WHEN CONSIDERED TO BE IN THE BEST INTEREST OF PECO FOR THE PROTECTION OF THE R/W.

#### ACCESS AT OTHER LOCATIONS

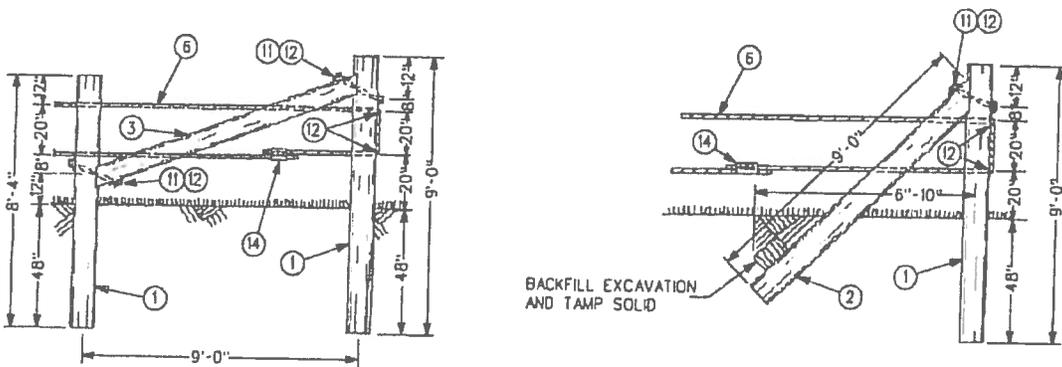
ACCESS SHALL BE PROVIDED AT FENCED PROPERTY LINES, PASTURE FENCES ETC. IN ACCORDANCE WITH FIG. 1. THE TYPE OF CONSTRUCTION (GATE OR WIRE BARRICADE) SHALL BE DETERMINED AFTER DISCUSSION WITH THE AFFECTED PROPERTY OWNER.

RIGHT OF WAY FENCES  
GATES AND WIRE BARRICADES  
TRANSMISSION LINES



- NOTE (1)
- NOTE (2) WHEN KEDGES (ITEM 10) CAN BE WEDGED AGAINST UNDISTURBED EARTH IT IS NOT NECESSARY TO BOLT THEM TO GATE POST. IF EXCAVATION IS TOO LARGE TO ACCOMPLISH THE ABOVE, BOLT THE KEDGES TO THE POST AND TAMP ALL FILL SOLIDLY. USE STONE BETWEEN UNDISTURBED EARTH AND KEDGE IF AVAILABLE.
- NOTE (3)
- (1) GATE HINGES O BE SET AS SHOWN TO PREVENT THE REMOVAL OF THE GATE.
  - (2) WOOD KEDGES REQUIRED ON ALL GATE POSTS.
  - (3) TO INSTALL A SECOND LOCK ON A CHAIN, CUT THE CHAIN AT A CONVENIENT NUMBER OF LINKS FROM THE FIRST LOCK AND REPLACE THE LINK WITH A SECOND LOCK.

DETAIL 1  
FARM GATE



- (1) CUT GAIN IN POST TO RECIEVE PUSH STRUT.
- (2) CUT PROPER SLANT IN PUSH BRACE BY PLACING STRUT IN POSITION ADJACENT TO POST.
- (3) DRILL  $\frac{1}{8}$ " HOLES IN POST AND BRACE FOR THREADING  $\frac{1}{8}$ " GUY WIRE.
- (4) THREAD  $\frac{1}{8}$ " GUY WIRE THROUGH PROPER HOLES IN POSTS, PULL WIRE TO DESIRED TENSION AND JOIN WITH A 3-BOLT CLAMP.

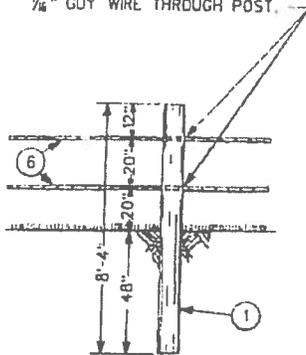
DETAIL 3  
STRUT

- (1) CUT GAIN IN POST TO RECIEVE PUSH BRACE.
- (2) CUT PROPER SLANT IN PUSH BRACE BY PLACING BRACE IN POSITION ADJACENT TO POST.
- (3) DRILL  $\frac{1}{8}$ " HOLES IN POST AND BRACE FOR THREADING  $\frac{1}{8}$ " GUY WIRE.
- (4) THREAD  $\frac{1}{8}$ " GUY WIRE THROUGH PROPER HOLES IN POSTS, PULL TO DESIRED TENSION AND JOIN WITH A 3-BOLT CLAMP.

DETAIL 4  
PUSH BRACE

# RIGHT OF WAY FENCES GATES AND WIRE BARRICADES TRANSMISSION LINES

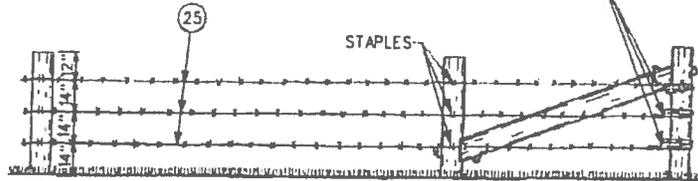
1/4" HOLES FOR THREADING  
1/4" GUY WIRE THROUGH POST.



- (1) RECOMMENDED SPACING FOR WIRE STRANDS IS AS SHOWN.
- (2) EXISTING WIRE STRANDS OR PROPERTY OWNERS REQUIREMENTS MAY DICTATE OTHER SPACING.

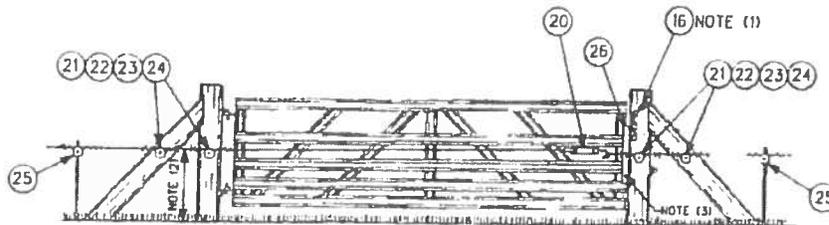
**DETAIL 5**  
FENCE POST

PULL WIRE SNUG, WRAP 4 TURNS AROUND POST AND 6 CLOSE WRAPS AROUND WIRE. STAPLE TO POST.



- (1) FOR THE USE IN MAINTAINING EXISTING WIRE FENCES.
- (2) NUMBER OF WIRE STRANDS AND SPACING IS DETERMINED BY THE EXISTING FENCE INSTALLATION.
- (3) RECOMMENDED POST SPACING IS 15 FEET.

**DETAIL 6**  
WIRE FENCES



- (1) SECURE CHAIN TO POST WITH STAPLES SO THAT IT WILL NOT CONTACT THE ELECTRIC FENCE WHEN THE CHAIN IS HANGING OPEN.
- (2) HEIGHT DETERMINED BY EXISTING FENCE INSTALLATION.
- (3) SECURE WOOD BLOCK TO POST WITH 1/4" BOLTS TO PREVENT THE METAL GATE FROM MAKING CONTACT WITH THE ELECTRIC FENCE.

**DETAIL 7**  
ELECTRIC FENCES



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

**1.0 INTRODUCTION**

PECO electric transmission lines are high voltage power lines that move bulk power from substation to substation. Voltages vary from 69,000 to 500,000 volts. PECO's transmission lines are located in a transmission right-of-way which is a strip of land (corridor) that is either an easement or owned in fee. An easement is an agreement that grants PECO the right to build, maintain, modify and operate electric transmission lines as well as manage the vegetation in the easement area. Corridor widths vary by transmission line voltage and other factors. PECO has the right to prohibit anything in the right-of-way that would interfere with these rights or pose a threat to the safe and reliable operation of a transmission or other power line.

Minimum clearance requirements of the transmission lines to structures, vegetation and other obstructions are established by National Electric Safety Code (NESC) and enforced by the North American Electric Reliability Corporation (NERC) reliability standards. NERC is the organization responsible for ensuring the reliability of the power system in the United States and is certified by the Federal Energy Regulatory Commission (FERC).

**POLICY AND CONFORMANCE**

Proposed secondary uses for the right-of-way shall be submitted through the PECO Real Estate Department and must conform to the uses in Section 3.3 and 3.4 and comply with Electric Construction Standard S-7074, "General Conditions Regulating Approved Secondary Uses for Transmission Line Rights-of-Way of PECO and Its Subsidiaries." Uses listed in S-7072 Section 3.2 are not permitted. Subject to PECO approval, non-obstructive, compatible usage of the right-of-way based on safety, system reliability, location, zoning, and adjoining uses may be permitted. All such uses require PECO Engineering approval of both preliminary and final drawings and must comply with PECO and regulatory safety standards. Preliminary and final drawings must comply with PECO Electric Construction Standard S-7073, "Information Required to Evaluate Proposed Transmission Line Rights-of-Way Secondary Uses of PECO and Its Subsidiaries." This document has been developed to address the most frequently asked questions about property owner use of PECO's electric transmission rights-of-way and does not cover all restrictions or all possible situations.

**3.0 CLASSIFICATION OF RIGHT-OF-WAY USES**

**3.1** Transmission line rights-of-way secondary uses are classified for general guidance as follows:

**3.2 Unacceptable Uses**

**3.2.1** Structures, including the following;

- (a) buildings
- (b) manufactured/mobile homes
- (c) sheds

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

(Page 1 of 3 REV (3/2016))

- (d) car ports
- (e) greenhouses
- (f) tents
- (g) playhouses, playsets, trampolines, satellite system
- (h) swimming pools (including associated equipment and decking)
- (i) billboards
- (j) dumpsters and trash receptacles
- (k) tree farms
- (l) propane or fuel tanks
- (m) septic systems or other tanks (above and below grade)
- (n) signs
- (o) mulching operations

3.2.2 Dumping Debris of any type, including;

- (a) Flammable material
- (b) Building material
- (c) Wrecked or disabled vehicles
- (d) Fill or rubble not approved by T&S Engineering
- (e) Any other object (below or above grade) that in PECO's opinion may interfere with the electric transmission right of way

3.2.3 Attachment to PECO structures is prohibited without a written agreement with PECO

3.2.4 Any drainage feature that allows water to pond, causes erosion, directs storm water toward the right of way or limits access to or around PECO facilities is prohibited. This includes storm drainage pipes, downspouts, wet-storm water basins, ponds & rain gardens.

3.3 **Restricted Use - Requests must be reviewed and approved by T&S Engineering**

3.3.1 Fence shall not exceed 8 ft in height and shall be installed at a minimum of 25 feet away from poles, towers and guy anchors. Fences shall not parallel the conductors within the rights of way but may cross from one side to the other at any angle not less than 30 degrees from the centerline. If a fence crosses the right of way, a gate (16 feet wide at each crossing) shall be installed by the property owner, per PECO's specifications. 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.

3.3.2 Grading (cuts or fill) shall be no closer than 25 feet from poles, towers, guys and anchors and the slope shall not exceed 4:1. Grading or filling near PECO facilities which will prevent easy vehicle and/or equipment access or create ground-to-conductor clearance violations will not be permitted. Storage or

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

(Page 2 of 3 REV (3/2016))



S-7072

stockpiling of dirt or any construction material is prohibited. Sedimentation control, including re-vegetation, is required per PA DEP regulations.

3.3.3 Roads, driveways, sewer/water lines, other utility lines or any underground facilities shall not parallel the centerline within the right of way but may cross, from one side to the other, at any angle not less than 30 degrees from the centerline. No portion of such facility or corresponding easement shall be closer than 25 feet from poles, towers, guys and anchors. Roundabouts, cul-de-sacs and intersections (such as roads, driveways and alleyways) are not permitted.

3.3.4 Parking may be permitted within a 69 to 230 kV right-of-way provided that:

- (a) Construction and/or grading shall be 25' or more from PECO structures, guys or anchors.
- (b) Lighting plans must be approved by PECO prior to installation
- (c) Access in and into the right-of-way must be maintained for PECO maintenance crews
- (d) Parking in a 500 KV right-of-way is not permitted

3.4 Acceptable Uses - Requests must be reviewed and approved by PECO

3.4.1 Agricultural pursuits including.

- (e) Pastureland
- (f) Farming (except tree or horticultural farm, mulching operations)
- (g) Vineyards

3.4.2 Wildlife Preserves

3.4.3 Park lands and approved recreational use

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

(Page 3 of 3 REV (3/2016))



S-7073

**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 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) paper copies and one (1) electronic copy on a cd (or email) of this preliminary report shall be submitted to PECO Real Estate Department, 2301 Market Street, Philadelphia PA.

**2.0 FORMAL PLAN SUBMITTAL**

Plans shall be submitted for review in Microstation "DGN" format referenced to PA South state plane coordinates (NAD83 and NAVD88), units in feet. The site plan shall show the proposed site plan, elevation, parking areas, road locations, grades, drainage and the location of PECO's transmission structures drawn to scale for T&S Engineering clearance study. Pending T&S engineering approval, proposed plans which do not add an aerial obstruction (object above grade) within 35' of a transmission line may be submitted as a sketch drawn to scale. Six (6) paper copies and one (1) electronic copy on a cd (or email) of all the plans, elevation and documents shall be submitted to PECO Real Estate Department, 2301 Market Street, Philadelphia PA.

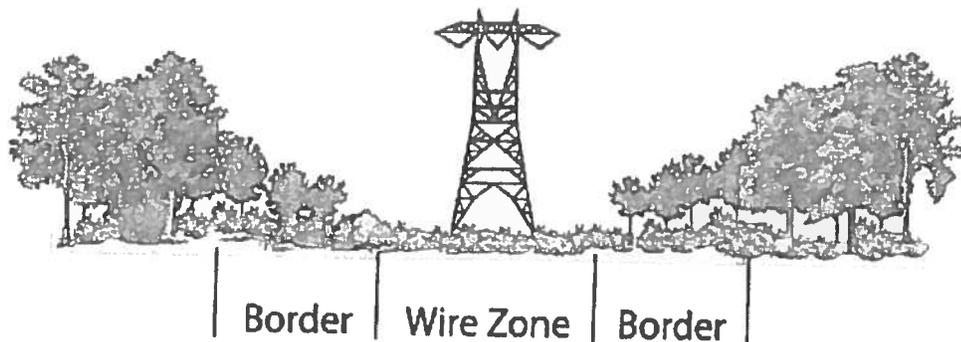
**SECONDARY USES FOR RIGHTS-OF-WAY ALONG  
ELECTRIC TRANSMISSION LINES OF  
PECO AND ITS SUBSIDIARIES  
ELECTRIC CONSTRUCTION STANDARDS**

Page 1 of 3 REV (3/2016)

**PECO**

**S-7073**

- 3.0 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 and one (1) electronic copy on a cd (or email) of the final drawings containing the following information shall be submitted for approval to the PECO Real Estate Department:
- 3.1** Plan shall be drawn to scale in Microstation "DGN" format referenced to PA South state plane coordinates (NAD83 and NAVD88), units in feet.
  - 3.2** Location of all PECO transmission and distribution structures, including identification numbers, poles, guys manholes, and all underground facilities.
  - 3.3** Grade elevations at the base of all PECO facilities.
  - 3.4** 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.
  - 3.5** The location and height of all proposed lights.
  - 3.6** Where regarding is necessary, include both existing and final grades on the plans.
  - 3.7** Where plantings are proposed, the location, the height above final grade at maturity, the number and the species shall be specified.



- 3.8** 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.

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



S-7073

3.9 The location, size, type and, depth of all proposed underground facilities such as water and sewer lines shall be specified.

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

**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.**

5.0 **REFERENCES**

5.1 PECO Construction Standards

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

5.1.2 S-7072: "Secondary Uses for Rights-of-Way along Electric Transmission Lines of PECO and Its Subsidiaries"

5.1.3 S-7074: "General Conditions Regulating Approved Secondary Uses for Transmission Line Rights-of-Way of PECO and it Subsidiaries."

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

Page 3 of 3 REV (3/2016)

**PECO**

**S-7073**



S-7074

**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**

Page 1 of 7 REV (3/2016)

**PECO**

**S-7074**



S-7074

**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**

Page 2 of 7 REV (3/2016)



S-7074

**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) 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**

Page 3 of 7 REV (3/2016)

**PECO**

**S-7074**



S-7074

**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-DEP) 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**

Page 4 of 7 REV (3/2016)

**PECO**

**S-7074**



S-7074

- 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 DEP, 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  
FOR TRANSMISSION LINE RIGHT-OF-WAY OF PECO AND ITS  
SUBSIDIARIES**

**ELECTRIC CONSTRUCTION STANDARDS**

Page 5 of 7 REV (3/2016)

**PECO**

**S-7074**



S-7074

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

Outdoor advertising is not permitted in an active and occupied transmission right of way.

#### 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**

Page 6 of 7 REV (3/2016)

**PECO**

**S-7074**



S-7074

**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 reseeding the surface of the ground above the facilities and, if necessary, refilling and reseeding 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**

Page 7 of 7 REV (3/2016)

**PECO**

**S-7074**