

PIPELINE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") made this 23rd day of March 2017, by and between PECO ENERGY COMPANY, a Pennsylvania corporation (the "Grantor") and TOWAMENCIN MUNICIPAL AUTHORITY (the "Grantee").

BACKGROUND

A. Grantor is the owner, in fee, of a certain parcel of ground situate in Towamencin Township, Montgomery County, Pennsylvania, being tax parcel #53-00-10304-002, as described on Exhibit "A" attached (the "Property"), used for the transmission and distribution of electricity.

B. Grantee has requested that Grantor grant Grantee the right to install a 30 inch pvc sewer interceptor under and across so much of the Property as lies within a twenty (20) foot wide strip of ground.

NOW, THEREFORE, Grantor, for and in consideration of the sum of FOUR THOUSAND SEVEN HUNDRED DOLLARS (\$4,700.00), the receipt whereof is hereby acknowledged, insofar as it has the power, title and authority so to do, hereby grants unto Grantee the right, liberty and privilege to lay, construct, install, use, operate, maintain, repair, renew, remove, and replace one (1) thirty (30) inch diameter pvc sewer interceptor together with appurtenances (the "Pipeline") in, under, across and through so much of the Property as lies within a twenty (20) foot wide strip of ground and a variable width temporary construction area (the "Easement Area"), bounded and described in accordance with attached plan from Bursich, Job #157566; Dwg. No. Ex 157566, attached hereto as Exhibit "B" and more fully described on Exhibit "B-1" attached hereto.

CONTAINING 0.145 Acres in the permanent easement and .47 Acres, more or less in the temporary easement.

BEING part of the same premises which Susan C. Wilkie by Deed dated 1/22/1968 and recorded 8/5/1968 in Deed Book 3521, Page 1031 in the Recorder of Deed in and for Montgomery County granted unto Philadelphia Electric Company, in fee.

AND the said Philadelphia Electric Company is now known as PECO Energy Company

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 Pipeline. If the Pipeline interferes with Grantor's use of the Property for Grantor's corporate purposes, Grantee agrees to relocate the Pipeline 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 Pipeline 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 Pipeline and re-grading in order to maintain the drainage pattern existing prior to the construction of the Pipeline. 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 Pipeline 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 Pipeline 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 Pipeline 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 Pipeline 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 Pipeline 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 Pipeline.

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 Pipeline 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. (a) If cathodic protection systems are to be installed, Grantee shall furnish engineering plans or drawings of cathodic protection systems for Grantor's review and approval prior to installation. Cathodic protection tests shall be performed

on the completed Pipeline by and at the expense of Grantee, and Grantee shall provide Grantor with written results of such tests within thirty (30) days following installation of the cathodic protection system.

(b) Grantee shall use 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 which might lead to undermining Grantor's Facilities.

(c) If a leak or spill occurs from the Pipeline, Grantee agrees to notify Grantor within twenty-four (24) hours and provide Grantor with a written report within five (5) business days. Grantee agrees to immediately commence and complete cleanup operations and satisfy all requirements of Grantor, the Environmental Protection Agency and any other governmental agency for the cleanup of the leak or spill and further agrees to assume full responsibility for the costs of the cleanup.

(d) The Pipeline shall have a minimum cover as approved or as specified by Grantor. Grantee is aware Grantor intends to traverse over the Pipeline with vehicles generally weighing 38,000 pounds per axle and the Pipeline shall be installed accordingly. Grantor does not warrant that any approved or specified cover will protect the Pipeline.

(e) Manholes shall not extend above grade unless otherwise approved by Grantor.

(f) Grantee shall install and maintain, at its expense, permanent markers for the Pipeline at strategic locations longitudinally and where the Pipeline enters and leaves the Easement Area and at all angles in the Pipeline. The markers must be approved by Grantor prior to their installation which Grantee agrees to complete no later than six (6) months following completion of the Pipeline in the Easement Area.

10. (a) Grantee assumes all risk of loss, injury or damage to the Pipeline 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 Pipeline, 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 Pipeline (or seven (7) months if it shall be necessary to de-energize Grantor's Facilities) Grantee shall contact Grantor's Transmission & Substations Department using the telephone number appearing in the Construction Standards) 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 Department 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 Pipeline 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 Pipeline and shall save Grantor harmless from any such charge or assessment at Grantee's sole cost and expense.

17. Construction or installation of the Pipeline shall be completed within ten (10) years from the date of this Agreement. If Grantee fails to complete the construction or installation of the Pipeline 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 Pipeline 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
Telephone: 215 841-5381

Grantee:

Towamencin Municipal Authority
2225 Kriebel Road
Lansdale, PA 19446
Attn: Brent Wagner

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 Pipeline 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.

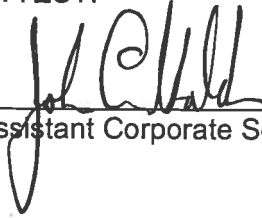
(g) The failure of a party to insist, in any one or more instances, on performance of any of the terms, covenants and conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term, covenant or condition, 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.



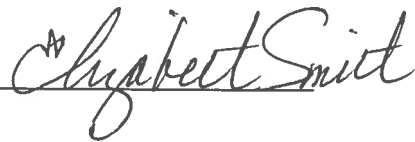
ATTEST:


Assistant Corporate Secretary

PECO ENERGY COMPANY


BY: 
Manager, Real Estate & Facilities

ATTEST/WITNESS:


Christie Smith

GRANTEE:

TOWAMENCIN MUNICIPAL AUTHORITY

BY: 

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF *Philadelphia* : SS.

On this, the *23rd* day of *March* 2017, before me, a Notary Public, the undersigned officer, personally appeared *BENJAMIN E. HENRY*, 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.

Suzanne M. Lydzinski
Notary Public

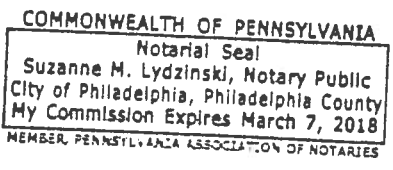


Exhibit "A"

AUG-5-63

00047

DEEDS

200

A

100 of DEEDS CO., 11 N. 15th St., Philadelphia

7.00

This Indenture Made the Twenty Second

day of January in the year of our Lord one thousand nine hundred and sixty-eight (1968) Between SUSAN C. WILKIE of the City of Philadelphia, Singlewoman

(hereinafter called the Grantor -), of the one part, and PHILADELPHIA ELECTRIC COMPANY, a corporation of the Commonwealth of Pennsylvania, (hereinafter called the Grantee -), of the other part;

Witnesseth, That the said Grantor for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, unto her well and truly paid by the said Grantee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release and confirm unto the said Grantee, its Successors and Assigns,

ALL THAT CERTAIN tract or piece of land with the buildings and improvements thereon erected, situate in the Township of Towamencin, County of Montgomery, Commonwealth of Pennsylvania, bounded and described according to a survey and plan thereof made by Stanley F. Moyer, Registered Engineer, and Land Surveyor, Souderton, Pennsylvania, on November 8, 1947, as follows:

BEGINNING at a corner in Towamencin Creek, said point being S. 43° 20' W., the distance of 100.41 feet from the center line of Kriebel Road; thence along lands of William R. Moyer, and across Kriebel Road, N. 43° 20' E., the distance of 1088.45 feet to an iron pin a corner; thence along other lands of Lawrence Merle Overdorff, and Minnie Leon, his wife, of which this was a part, the next two (2) courses and distances: (1) S. 46° 40' E., the distance of 480.50 feet to an iron pin; thence (2) S. 43° 20' W., the distance of 1128.33 feet, the line crossing Kriebel Road and Towamencin Creek, to an iron pin; thence along lands now or late of William Seifert, N. 41° W., the distance of 32.30 feet to an iron pin a corner; thence N. 36° 30' W., the distance of 214.50 feet to the iron pin; thence N. 47° W., the distance of 236.74 feet to the place of beginning.

CONTAINING 12.115 acres, more or less.

BEING the same premises which JACOB I. ZIEGLER and MILDRED P. ZIEGLER, his wife, by Indenture bearing date the 22nd day of January, A.D., 1968, and recorded in the Office for Recording of Deeds &c., in and for the County of Montgomery, aforesaid, in Deed Book 3499, page 32 &c., granted and conveyed unto SUSAN C. WILKIE, Singlewoman, in fee.

BOOK 3521 PAGE 1031

EXHIBIT "A"

Exhibit "B"

4579313

EXHIBIT "B-1"

4579313



Legal Description

March 7, 2017

RE: Temporary Construction Easement
Kriebel Rd. Interceptor
Towamencin Township
Montgomery County

ALL THAT CERTAIN tract of land known as Sanitary Sewer Easement situated in Towamencin Township, Montgomery County, Commonwealth of Pennsylvania, as shown on a plan by Bursich Associates, entitled "Exhibit Plan" Drawing No. EX157566, dated June 02, 2016, being more fully described as follows;

Beginning at a point; said point being a common corner of lands n/l PECO and the lands n/l Towamencin Township on the existing southwesterly legal right of way of Kriebel Road (33' Wide);

THENCE 1) along said right of way of Kriebel Road, South 58 degrees 54 minutes 25 seconds East, a distance of 307.29 feet to a point;

THENCE 2) along the same, South 59 degrees 03 minutes 59 seconds East, a distance of 13.94 feet to a point;

THENCE 3) along the lands n/l Towamencin Township, South 10 degrees 08 minutes 17 seconds West, a distance of 61.87 feet to a point;

THENCE 4) through the lands n/l PECO, North 61 degrees 14 minutes 59 seconds West, a distance of 316.56 feet to a point;

THENCE 5) along the lands n/l Towamencin Township, North 10 degrees 08 minutes 17 seconds East, a distance of 75.69 feet to the POINT OF BEGINNING.

CONTAINING a gross area of 20,629 SF more or less

www.bursich.com

Pottstown Corporate Office: 2129 East High Street • Pottstown, PA 19404 • 610.323.0040 • 610.323.9240 (F)

Southampton: 706 Lakeside Drive • Southampton, PA 18986 • 215.364.2510 • 215.364.1047 (F)



Legal Description

March 7, 2017

RE: Sanitary Sewer Easement
Kriebel Rd. Interceptor
Towamencin Township
Montgomery County

ALL THAT CERTAIN tract of land known as Sanitary Sewer Easement situated in Towamencin Township, Montgomery County, Commonwealth of Pennsylvania, as shown on a plan by Bursich Associates, entitled "Exhibit Plan" Drawing No. EX157566, dated June 02, 2016, being more fully described as follows;

Beginning at a point; said point being a common corner of lands n/l PECO and the lands n/l Towamencin Township on the existing southwesterly legal right of way of Kriebel Road (33' wide); thence along the following course and distance:

1. thence along the lands n/l Towamencin Township, South 10 degrees 08 minutes 17 seconds East, a distance of 49.07 feet to a true point of Beginning;

THENCE 1) through the lands n/l PECO, South 61 degrees 37 minutes 57 seconds East, a distance of 315.85 feet to a point;

THENCE 2) along the lands n/l Towamencin Township, South 10 degrees 08 minutes 17 seconds West, a distance of 21.06 feet to a point;

THENCE 3) through the lands n/l PECO, North 61 degrees 40 minutes 37 seconds West, a distance of 315.77 feet to a point;

THENCE 4) along the lands n/l Towamencin Township, North 10 degrees 08 minutes 17 seconds East, a distance of 21.32 feet to the POINT OF BEGINNING.

The intent of this easement is to be centered along the sanitary sewer pipe line.

CONTAINING a gross area of 6,356 SF more or less

www.bursich.com

Pottstown Corporate Office • 2129 East High Street • Pottstown, PA 19464 • 610.323.4049 • 610.323.8242 (F)

Southampton • 706 Lakeside Drive • Southampton, PA 18966 • 215.364.2520 • 215.364.1047 (F)

EXHIBIT "C"

4579313



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 610-648-7913, 610-725-7133 or 610-725-7105 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> <u>(volts)</u>	<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

<u>Nominal Operating Voltage</u> (volts)	<u>Distance</u>	
	<u>(feet)</u>	<u>(meters)</u>
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 PECO OHT, Overhead Transmission Center, 1040 Swedesford Road, Berwyn, Pa. 19312, Telephone 610-648-7913, 610-725-7133 or 610-725-7105. After this notification, PECO will review the project and coordinate with the contractor on what precautionary safety measures, if any, are

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

ELECTRIC CONSTRUCTION STANDARDS



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appropriate: If transmission line outages are required, the contractor and representatives of PECO OHT will work together to develop a tentative schedule.

- 6.2 The contractor shall also contact PECO OHT at 610-648-7913, 610-725-7133 or 610-725-7105 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 T&S OHT at 610-648-7913, 610-725-7133 or 610-725-7105. 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 OHT at 610-648-7913, 610-725-7133 or 610-725-7105 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



- 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 PECO OHT 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



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**

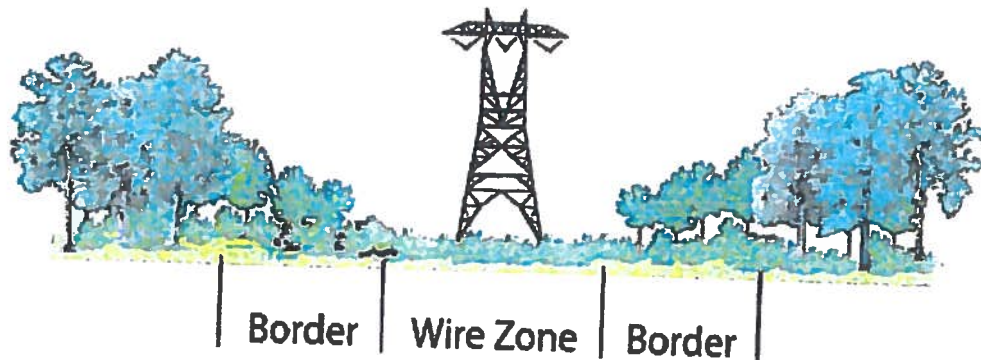
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PECO

S-7073

"C"

- 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
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ELECTRIC CONSTRUCTION STANDARDS**



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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
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**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.

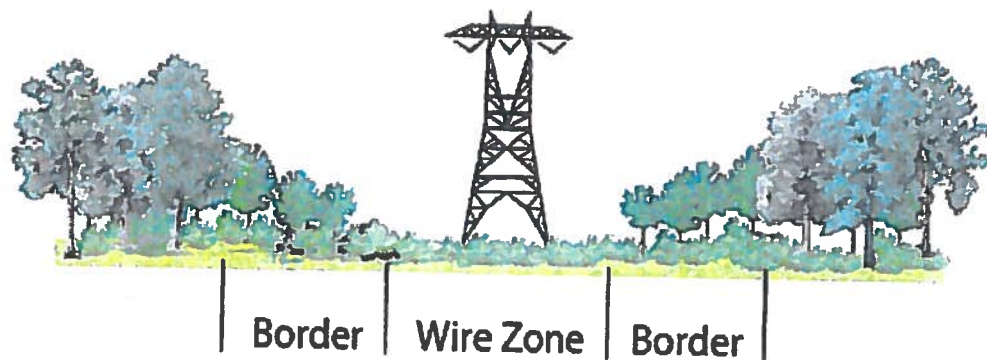
**SECONDARY USES FOR RIGHTS-OF-WAY ALONG
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- 3.0 FINAL DRAWINGS** - Submission of the final drawings shall be required before PECO will consider granting final approval of the project and before any work may begin on PECO property. Six (6) copies and 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
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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
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**GENERAL CONDITIONS REGULATING APPROVED SECONDARY
USES FOR TRANSMISSION LINE RIGHTS-OF-WAY OF PECO AND ITS
SUBSIDIARIES**

**CONTACT WITH POWER LINES CAN RESULT IN DEATH OR SERIOUS BURNS
CALL PECO AT 610-648-7913, 610-725-7105 OR 610-725-7133 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

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3.0 SAFETY AND CLEARANCES

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

4.0 DRAWINGS

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

5.0 RELOCATION

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

6.0 INSTALLATION

6.1 User agrees that all construction work performed by User or its agents within the right-of-way shall be performed in accordance with accepted engineering practices. User understands that PECO may require the bonding and/or grounding of improvements to eliminate the effects of induced voltage.

6.2 User agrees that no charge or assessment for the installation of any underground facility shall be made or imposed upon any part of PECO's right-of-way through which any underground facility passes and User shall save PECO harmless from any such charge or assessment at User's sole cost and expense. PECO shall be permitted to connect to Users facilities without a connection charge.

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

ELECTRIC CONSTRUCTION STANDARDS

(6/95) Page 2 of 7 REV (2/2017)

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

(6/95) Page 3 of 7 REV (2/2017)

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).

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- 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.

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16.5.2 Electric transmission and distribution facilities will be added or removed from the right-of-way from time to time. Before PECO adds or removes facilities, the owners of any pipeline or metallic communication line on the PECO right-of-way shall be responsible for completing an initial or revised inductive interference study, submitting it to PECO for review and installing required mitigation, including on PECO's facilities, and at Users sole cost and expense, in a timely manner.

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

17.0 **MARKINGS FOR UNDERGROUND FACILITIES**

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

18.0 **BARRIERS**

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

19.0 **DAMAGE TO PECO FACILITIES**

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

20.0 **OUTDOOR ADVERTISING**

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.

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22.0 RESTORATION OF PROPERTY

User agrees upon completion of any work done to: (1) restore the ground to a condition at least equal to that existing prior to such installation, including but not limited to back filling, properly tamping and 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"

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