

TRAIL LICENSE AGREEMENT

THIS TRAIL LICENSE AGREEMENT (this "License"), made this 1st day of August, 2017, by and between **PECO ENERGY COMPANY**, a Pennsylvania corporation ("Licensor") and **UPPER PROVIDENCE TOWNSHIP** ("Licensee").

BACKGROUND

A. Licensee desires to enter upon and use a strip of ground with a variable width up twenty (20) feet owned by Licensor and running approximately two hundred and seventy (270) feet along Ridge Pike in Upper Providence Township, Montgomery County, Pennsylvania, as more particularly shown highlighted on the plans attached as Exhibit "A" and Exhibit "B" hereto (the "Premises"), which are now and will hereafter be used by Licensor for its corporate purposes.

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

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

1. Grant of License. Licensor, to the extent it has the power, title and right to do so, hereby grants Licensee a License granting Licensee the right to enter onto the Premises for the purposes of maintaining a trail for use by the general public for hiking, biking, jogging and walking (the "Trail"), under and subject to all easements and restrictions of record or to which a survey or personal inspection might reveal.

2. Use of the Premises. Licensee shall use the Premises and Trail in a manner acceptable to and approved by Licensor. Licensee's use of the Premises shall not interfere with Licensor's full use, operation and maintenance of the Premises for its corporate purposes. Licensor reserves the right of continuous access to and from Licensor's Facilities located upon the Premises and property adjacent thereto. Licensee shall not permit the Premises, or any part thereof, to be used except as herein specifically provided. Licensee shall notify and warn the public that use by the public of motor vehicles of any kind on the Premises is prohibited, and that the use of the Premises is limited to hiking, biking, jogging and walking.

3. Public Relations. Licensee shall be responsible for handling all complaints and concerns of the adjoining property owners and others regarding the construction, use and maintenance of the Trail.

4. Leases and Licenses. Portions of the Premises may be subject to existing leases or licenses granted by Licensor. Licensor will notify those tenants that their leases

or licenses are affected by this License. Licensee shall discuss its use of the Premises with the existing tenants of the Licensor and resolve any concerns with such tenants in a reasonable and timely manner. Any damages to crops or other property of such tenants or future tenants caused by Licensee or others shall be the sole responsibility of Licensee.

5. Licensor's Uses. (a) This License is expressly subject to Licensor's right to erect, install, use, operate, maintain, repair, renew, add to, relocate, remove Licensor's Facilities upon, along, over, under and across the Premises or necessary for the transmission or distribution of electric, gas or telecommunications services ("Licensor's Facilities"), together with the right as Licensor shall deem necessary to cut down, trim and remove any trees, brush or other vegetation that interferes or potentially interferes with Licensor's Facilities. Upon notification from Licensor to do so, Licensee agrees to relocate the Trail at Licensee's expense should Licensor require such relocation to accommodate Licensor's Facilities. Licensor shall not unreasonably require such relocation.

(b) Licensor reserves the right and privilege to grant easements and leases on, over, or under any part of the Premises for any purpose which does not unreasonably interfere with the Licensee's permitted use under this License.

6. Publicity and Signs. Licensee agrees to erect and install signs and notices approved by Licensor at each end of and entrance to the Trail indicating Licensor's ownership of the Premises and the contribution of the use of Licensor's property to the development of the Trail. Licensee agrees that any signs or notices posted by it on the Premises or any media release, pamphlets, brochures, or other informational material distributed by Licensee which involves the Premises shall so acknowledge Licensor's contribution. Licensee shall provide Licensor with copies of all media releases, pamphlets, brochures and other informational material involving the Trail for Licensor's prior approval. and other informational material distributed by Licensee which involves the Trail.

7. Trail Design. Licensee recognizes that Licensor is concerned about the possibility of unauthorized use of the Trail and its property by motorized vehicles such as all terrain vehicles (ATV's), motorcycles, and snowmobiles. Licensee agrees to incorporate control and safety measures into its design to discourage such unauthorized use and to protect the public. Such design factors shall include, but are not limited to, signs, barricades, and deflectors around obstructions such as towers, poles and guy wires. Licensee shall be solely responsible for the design of the Trail and all improvements but shall submit such designs for review by Licensor in accordance with Section 8. Licensee shall design the path to resist AASHTO H-20 truck loading for PECO maintenance vehicles traveling in the Right of Way. Licensee shall also modify the trail safety system if required in the future for improvement of safety. Licensee's trail design and subsequent construction shall not hinder Licensor's access to Licensor's property.

8. Plans. (a) Licensee shall submit to Licensor's Real Estate & Facilities Department for review and approval, six (6) paper copies and one (1) electronic copy of plans showing all proposed alterations or improvements to be constructed on the Premises ("Licensee's Improvements") prepared in accordance with Licensor's Electric

Construction Standard S-7073, and the related standards referenced therein (with any revisions or successor standards, the "Construction Standards"), a copy of which is attached as Exhibit "B". 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), or such other format as requested by Licensor, showing Licensee'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 Licensor's Facilities. Licensee shall also submit to Licensor for approval plans and permits for erosion and sedimentation control, wetland permits and vegetation removal plans. Licensor reserves the right to decline to review drawings submitted without the required information. Licensor will use commercially reasonable efforts to complete its review of Licensee's drawings within ninety (90) days of receipt thereof. If Licensor has not completed its review of Licensee's drawings and notified Licensee within such 90-day period, Licensee shall have the right to terminate this Lease, in which event all deposits shall be refunded. If the drawings are disapproved Licensor shall give written notice of the reasons for such disapproval. LICENSEE SHALL NOT COMMENCE ANY ALTERATIONS OR THE CONSTRUCTION OR INSTALLATION OF LICENSEE'S IMPROVEMENTS UPON THE PREMISES INITIALLY OR AT ANY FUTURE TIME UNTIL LICENSEE HAS RECEIVED WRITTEN APPROVAL FROM LICENSOR OF LICENSEE'S PLANS ("Approved Plans"). Licensee shall notify Licensor upon completion of any approved Licensee improvements in order that, at Licensor's option, Licensor can may a final inspection to confirm compliance with plans approved by Licensor.

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

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

9. Drainage. All work performed by Licensee shall be done in a manner that will not adversely affect the drainage upon the Premises, Licensor's property and property of others adjacent thereto. Any drainage problems created by Licensee shall be corrected at Licensee's sole cost and expense and without additional use of Licensor's property.

10. Maintenance of Premises. (a) Licensee shall maintain the Premises and Trail and all improvements thereon at Licensee's sole cost and expense. Licensee shall not erect, alter or remove any fences or other structures on the Premises and shall not plant, destroy, cut or remove any trees, nor remove from or place on the Premises any rock, stone, gravel, soil or other natural material without the prior written consent of Licensor. Licensee shall cut grass and trim shrubbery, cut and destroy any Canada thistles or weeds commonly known as chicory, succory or blue daisy or other objectionable or obnoxious

weeds or vegetation on the Premises and shall also cut and destroy all brush in excess of three (3) feet in height on the Premises. Licensee shall also remove and properly dispose of all trash and other debris, if any, on or which may be on the Premises. Licensee shall allow no temporary structures, construction materials, equipment or vehicles to be stored within a thirty five (35) foot horizontal clearance to PECO 500kV transmission conductors at any time. Licensee may not use and expressly agrees not to use Licensor's property for disposal purposes.

(b) Licensee shall establish and enforce rules and regulations for use of the Trail, prevent unauthorized uses and obtain assistance from police when required.

(c) Licensee shall police and maintain all areas adjoining the Trail which are affected by the authorized or unauthorized use of the Trail.

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

12. Indemnification of Licensor; Waiver and Release. Licensee assumes all risk of loss, injury or damage to the Trail or personal property and all risk of injury or death to its employees, contractors, or any other person or persons from any causes whatever, including but not limited to claims for injuries to employees of the Licensor Parties, Licensee or their contractors or subcontractors. To the fullest extent permitted by applicable law, Licensee shall at all times hereafter indemnify, defend and save harmless Licensor, its employees, agents, contractors and invitees ("Licensor Parties"), from and against any and all claims, actions, liability, damages, costs and expenses (including attorney's fees) in connection with loss of life, personal injury, or damage to property caused to any person in or about the Premises (including but not limited to claims for injuries to employees of Licensor, Licensee or their contractors or subcontractors) or arising out of the occupancy or use of the Premises by Licensee or occasioned wholly or in part by the act or omission of Licensee, its employees, agents, contractors and invites, regardless of the concurrent negligence of Licensor Parties, unless attributable to the sole negligence of the Licensor Parties.

13. Insurance. (a) In addition to the indemnifications contained in Section 13, but not in limitation thereof, Licensee agrees to carry and maintain Commercial General Liability Insurance (with coverage consistent with ISO Form CG 0001 (12/07)) providing bodily injury, property damage and personal/advertising injury coverage (including but not limited to coverage for claims against Licensor for injuries to employees of Licensee or its contractors or subcontractors) with limits not less than Four Million Dollars (\$4,000,000) per occurrence and shall include blanket contractual liability coverage for Licensee's obligations under this License with an insurance company or companies acceptable to Licensor. Licensee shall furnish Licensor with evidence of such insurance in the form of a

policy or certificate of insurance. The policy or certificate shall name Licensor, 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 Licensee's insurance carrier may have against Licensor.

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

(c) Insurance coverage provided by Licensee or its contractors or subcontractors under this License 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 Licensor; any endorsement limiting coverage available to Licensor which is otherwise required by this License; and any policy or endorsement language that (1) negates coverage to Licensor for Licensor's own negligence, (2) limits the duty to defend Licensor under the policy, (3) provides coverage to Licensor only if Licensee 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. Licensor may revise the type or amount of required insurance in a manner that is commercially reasonable for similar properties by giving notice thereof to Licensee.

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

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

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

17. Term and Termination. (a) The term of this License may be terminated at any time by either party without cause, upon giving thirty (30) days written notice to the other. Upon the expiration of said thirty (30) days this License shall absolutely cease and terminate. The Licensee shall, without any recourse, vacate the Premises within the thirty (30) day period after the expiration or earlier termination of this License, leaving the Premises in as good condition as at the time of execution of this License.

(b) If Licensee uses the Premises for purposes other than above-mentioned, or if Licensee shall abandon or cease to use the Premises, or shall violate or fail in any particular to comply with any of the terms, conditions, covenants and provisions in this

License then this License shall thereupon automatically terminate forthwith and the privileges of Licensee hereunder shall thereupon immediately cease and terminate. In the event that this License shall terminate by reason of any of the foregoing and Licensee has not vacated the Premises or has failed to remove from the Premises any improvements, property and/or materials thereon belonging to Licensee, then Licensor may serve written notice upon Licensee to vacate the Premises and/or to remove all such improvements, property and materials within five (5) days after the date of such notice.

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

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

Licensor:

PECO ENERGY COMPANY
2301 Market Street
Philadelphia, PA 19103
Attention: Manager, Real Estate & Facilities

Licensee:

UPPER PROVIDENCE TOWNSHIP
1286 Black Rock Road
P.O. Box 406
Oaks, PA 19456
Attention: Township Manager

19. Fees. Licensee shall pay Licensor a license review fee in the amount of Five Hundred Dollars (\$500) upon the signing of this License. Licensee shall pay Licensor a fee of Two Hundred and Fifty Dollars (\$250) annually while this License remains in effect. The first payment shall be made at signing, and all additional payments shall be made to Licensor on or before the 1st day of each June this License is in effect.

20. Taxes. (a) Licensee shall pay all real property taxes and other charges and assessments levied upon or assessed against Licensor or Licensor's property caused by

this License or the construction of the Trail or Licensee's improvements and shall save Licensor harmless from any such taxes, charges and assessments at its sole cost and expense.

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

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

22. Environmental Matters. Licensee shall comply with all applicable local, state and federal environmental laws and regulations, including but not limited to required erosion and sedimentation control permits and plans. When replanting the area Licensee must use an approved native warm season grass mix or cover. Only clean fill with proper certification with prior approval from Licensor may be brought onto the Premises. Licensee shall report to Licensor any oil spilled from vehicles or equipment on the Premises within 24 hours with a written follow up report within five (5) days.

23. Hazardous Material. (a) Licensee shall not cause or permit, as a result of any act or omission on the part of Licensee, the placement or presence of any flammable or other forms of explosives, radioactive materials, petroleum and petroleum products, hazardous wastes or toxic substances, or related materials, asbestos or any material containing asbestos, or any other substance or materials as defined by any federal, state or local environmental law, ordinance, rule, or regulation now existing or hereinafter enacted ("Hazardous Materials") upon the Premises or Licensor's adjoining property.

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

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

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

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

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

26. Miscellaneous. (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

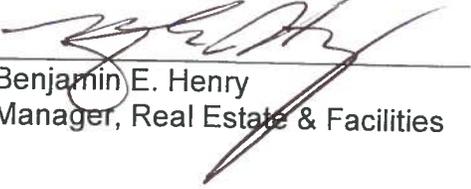
with respect thereto shall continue in full force and effect. No waiver of any provision or condition of this Agreement by a party shall be valid unless in writing signed by such party or operational by the terms of this Agreement. A waiver by one party of the performance of any covenant, condition, 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 next page.

Executed as of the day and year first above written.

PECO ENERGY COMPANY

BY:


Benjamin E. Henry
Manager, Real Estate & Facilities



UPPER PROVIDENCE TOWNSHIP

BY:


Name: Lisa A. Mossie
Title: Chairman, Board of Supervisors

Exhibits A & B
Plan of Premises



Find Properties

Refine Search

Drawing a search area

Select a shape icon above, then click on the map to start drawing a search area

Measurements

Perimeter:
Area:

E Ridge Pike W Main St
Klines Rd



61-00-02809-001



Target

E Ridge Pike

Ridge
Pennybacker Rd

250 feet

50 m

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EXHIBIT A

Exhibit C

Construction Standards

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> (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

EXHIBIT C

- 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

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

RIGHT OF WAY FENCES GATES AND WIRE BARRICADES TRANSMISSION LINES

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

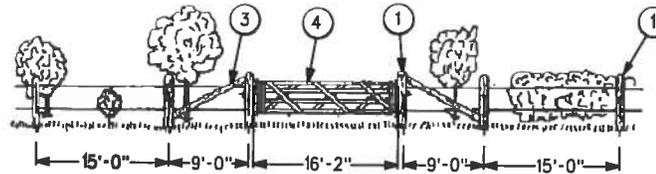


FIGURE 1
STANDARD RIGHT-OF-WAY ACCESS
SEE INSTALLATION POLICY BELOW

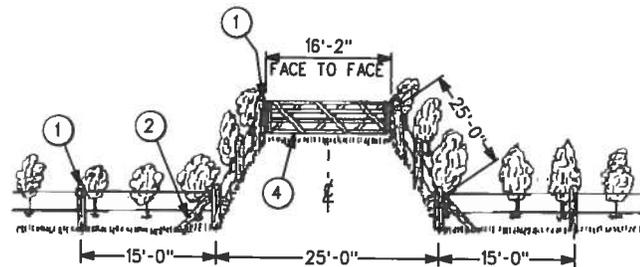


FIGURE 2
SPECIAL RIGHT-OF-WAY ACCESS
SEE INSTALLATION POLICY AND GENERAL NOTE (a) BELOW

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 ATTACHEMENT 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, 7/16" 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 | | 5/8" MACHINE BOLT-LENGTH AS REQ'D |
| 12 | 132-76053 | 2" SQUARE WASHER |
| 13 | 132-23504 | 5/8" BOLT EYE |
| 14 | 132-12542 | 3-BOLT CLAMP, GALV. |
| 15 | 199-62429 | NO TRESSPASSING SIGN |
| 16 | 199-71916 | 3/16" 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

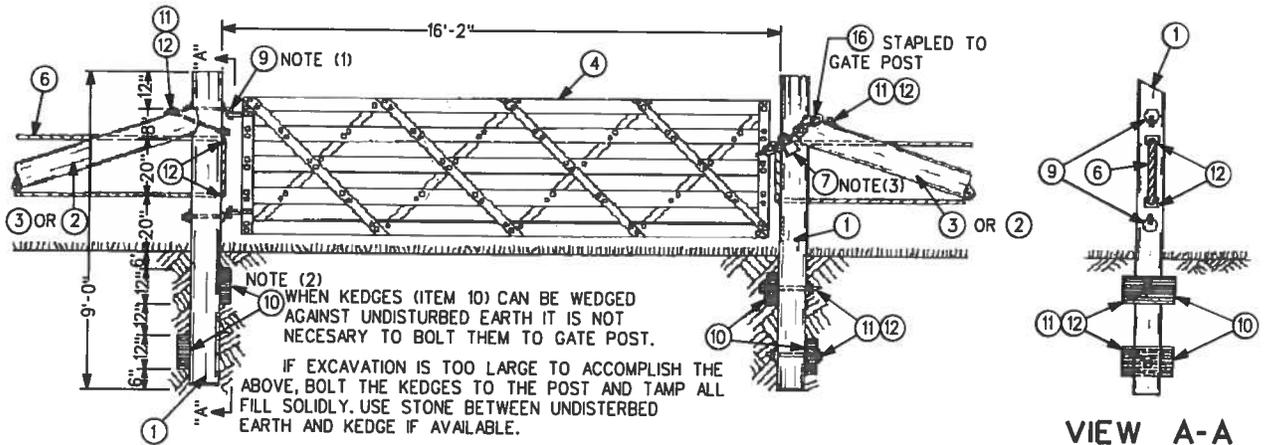
ACCESS FROM PUBLIC ROADS

- 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

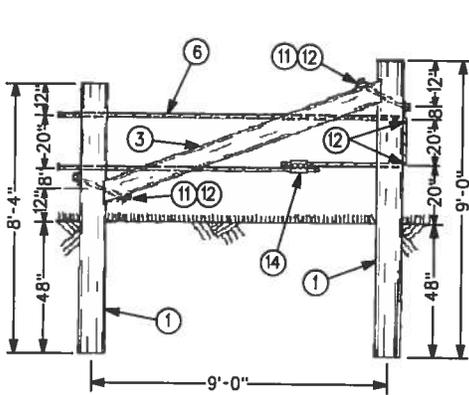
ACCESS SHALL BE PROVIDED AT FENCED PROPERTY LINES, PASTURE FENCES ETC. IN ACCORDANCE WITH FIG. 1. THE TYPE OF CONSTRUCTION (GATE OR WIRE BARRICADE) SHALL BE DETERMINED AFTER DISCUSSION WITH THE AFFECTED PROPERTY OWNER.

RIGHT OF WAY FENCES GATES AND WIRE BARRICADES TRANSMISSION LINES



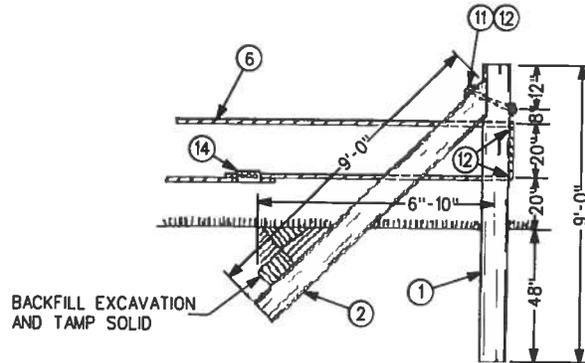
- (1) GATE HINGES O BE SET AS SHOWN TO PREVENT THE REMOVAL OF THE GATE.
- (2) WOOD KEDGES REQUIRED ON ALL GATE POSTS.
- (3) TO INSTALL A SECOND LOCK ON A CHAIN, CUT THE CHAIN AT A CONVENIENT NUMBER OF LINKS FROM THE FIRST LOCK AND REPLACE THE LINK WITH A SECOND LOCK.

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 $\frac{1}{16}$ " HOLES IN POST AND BRACE FOR THREADING $\frac{7}{16}$ " GUY WIRE.
- (4) THREAD $\frac{7}{16}$ " GUY WIRE THROUGH PROPER HOLES IN POSTS, PULL WIRE TO DESIRED TENSION AND JOIN WITH A 3-BOLT CLAMP.

DETAIL 3
STRUT

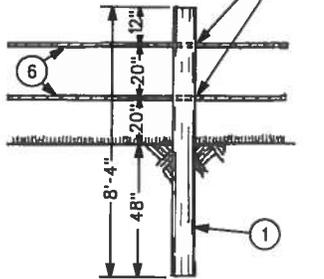


- (1) CUT GAIN IN POST TO RECIEVE PUSH BRACE.
- (2) CUT PROPER SLANT IN PUSH BRACE BY PLACING BRACE IN POSITION ADJACENT TO POST.
- (3) DRILL $\frac{1}{16}$ " HOLES IN POST AND BRACE FOR THREADING $\frac{7}{16}$ " GUY WIRE.
- (4) THREAD $\frac{7}{16}$ " GUY WIRE THROUGH PROPER HOLES IN POSTS, PULL TO DESIRED TENSION AND JOIN WITH A 3-BOLT CLAMP.

DETAIL 4
PUSH BRACE

RIGHT OF WAY FENCES GATES AND WIRE BARRICADES TRANSMISSION LINES

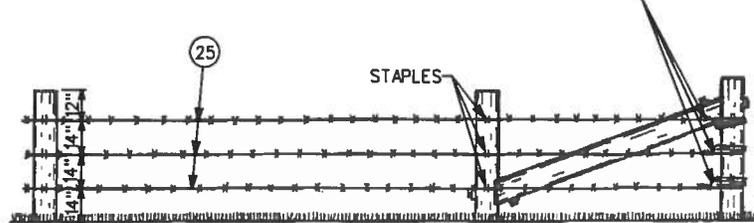
1/16" HOLES FOR THREADING
1/16" GUY WIRE THROUGH POST.



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

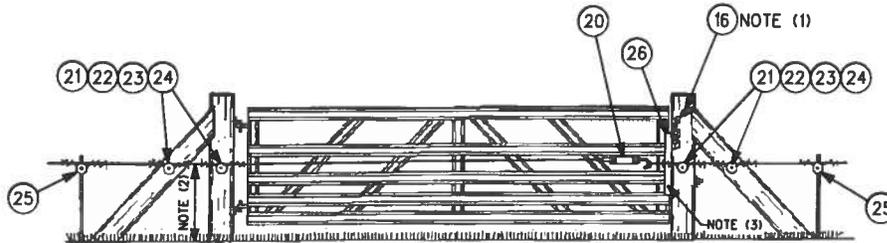
DETAIL 5
FENCE POST

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 1/8" 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

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- (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
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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
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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

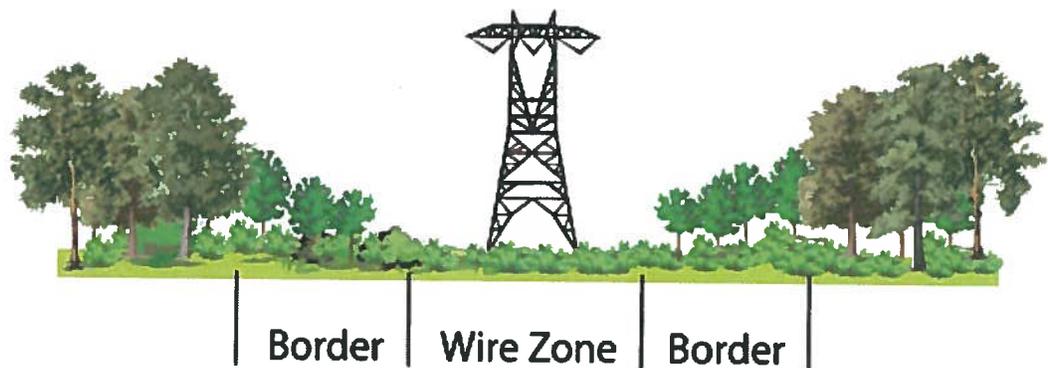
Plans shall be submitted for review in Microstation "DGN" format referenced to PA South state plane coordinates (NAD83 and NAVD88), units in feet. The site plan shall show the proposed site plan, elevation, parking areas, road locations, grades, drainage and the location of PECO's transmission structures 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
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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
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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
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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
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ELECTRIC CONSTRUCTION STANDARDS

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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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