

INDEX TO EXHIBITS

Docket Nos. A-2024-3051167, A-2024-3051213

P-2024-3051163,

Hearing Date: February 11, 2025

<u>LETTER</u>	<u>FOR IDENTIFICATION</u>	<u>IN EVIDENCE</u>
Snyder Exhibit A	115	---
Packet		
Snyder Exhibit B	119	---
Three Packets		

GRID # 35649 ⑨ 18579
P & L CO. CORPORATE FILES

Braden Snyder
Original Easement

Braden
Snyder
Exhibit
A.

SUBJECT, CONT.

THIS DEED, Made this Eighth day of April
in the year one thousand nine hundred and thirty-one by and between Harry L. Grove
and S. Elizabeth Grove, his wife

of York County in the State of Pennsylvania, hereinafter called the Grantors, and
PENNSYLVANIA WATER AND POWER COMPANY, a corporation of the State of Pennsylvania,
hereinafter called the Company.

WITNESSETH, that in consideration of the sum of Five Dollars and other valuable considerations,
this day paid, the receipt whereof is hereby acknowledged, the Grantor do hereby grant and convey
unto the Company, its successors and assigns, a Right of Way 150 feet in width over the land situate
and adjoining lands of Ellis G. Bender, William C. Thompson, Clarence
J. Flaherty and Maurice I. Parrott and wife, containing 93 acres and
25 perches,
in the Township of Chambersford York County and

acquired by Harry L. Grove from REV. JOHN L. GROVE, et al. by Deed
dated November 8, 1900 and recorded among the Land Records of York
County, in Liber No. 128, folio 467, etc.

to be used for the erection, and maintenance thereon of an electrical transmission line, including the
necessary towers, structures, wires, cables, attachments, appliances, and ground wires beneath the sur-
face of the right of way; together with the right to enter upon the property using, as far as practicable,
existing roads thereon for the purpose of construction, patrol, repair and maintenance work connected
with the transmission line, and also the right to cut down, trim, remove and keep cut all trees and
brush upon the right of way or adjacent property which might at any time interfere with or be liable to
interfere with or fall upon the transmission line, but such trees as spring may not be cut
hereto and made a part hereof. Marked with No. 60-Y-33.

The center line of the said right of way herein granted shall be as shown upon the blueprint attached
by _____ in any manner which does not interfere with the transmission line and the proper
maintenance thereof, but no buildings or structures of any kind are to be erected on the right of way.
Should any damage be done to growing crops during the construction, patrol, repair or maintenance
of this transmission line, the Company will pay the Grantors _____ therefor or assigns, for such damage.

County of Pennsylvania,
County of York,
Recorded in Record Book 25 Page 125
the 19 day of May 1931
John W. Young

Safe Harbor
9359
COUNTY

INDEX No. 60-Y-33

Grant of

Right of Way

From

Harry L. Grove and
S. Elizabeth Grove, his
wife

To

Pennsylvania Water
and Power Company

Dated - April 8th, 1931.

YORK COUNTY PA
NO 8 1931
John W. Young
P. W. P. CO.
1611 LEXINGTON BLDG
BALTIMORE, MD.
FOR ORIGINAL FILE

as may be done according to the prevailing market prices of the crops. The Company will also pay for the cost of repairing any fences that may be damaged during such work.

WITNESS the hand and seal of said Grantor

TEST: [Signature] [SEAL]
[Signature] [SEAL]
[Signature] [SEAL]

STATE OF PENNSYLVANIA, }
COUNTY OF YORK }

On this 8th day of April, A. D. 1931, before me, the subscriber, a Notary Public for the Commonwealth of Pennsylvania, residing at Kidderwood, Penna., came the above-named BARRY H. GROVE and S. ELIZABETH GROVE, his wife,

and acknowledged the foregoing Indenture to be his act and deed, and desired the same to be recorded as such.

WITNESS my hand and notarial seal the day and year aforesaid.

[Signature]
Notary Public for the Commonwealth of Pennsylvania
My Comm. Expires Feb 27, 1932

STATE OF PENNSYLVANIA, }
COUNTY OF YORK }

On this _____ day of _____, A. D. 1931, before me, the subscriber, a Notary Public for the Commonwealth of Pennsylvania, residing at _____, came the above-named _____

and acknowledged the foregoing Indenture to be _____ act and deed, and desired the same to be recorded as such.

WITNESS my hand and notarial seal the day and year aforesaid.

Notary Public

2nd counter offer offer addnl' line

Modifications to PPL right of way easement

- Remove "fiber optics". No rights of any kind shall be conveyed above or below ground to construct, operate or maintain, any devices, equipment or structures that are not directly related to the transmission of electrical power.
- Right of ingress and egress shall be limited to soil conditions as to minimize compaction and damage to the soil structure. This shall include the prohibition of any maintenance, repairs and/or reconstruction, excluding emergency repairs, during times of increased rainfall or any time when the ground could otherwise be considered muddy.
- PPL shall pay fair market value for any trees cut from the property.
- PPL shall have no other rights to the property and/or easement/right of way for any use other than what is stated in this easement. Additionally PPL shall have no rights to construct, reconstruct, operate or maintain any structures, apparatuses or any other type of equipment, above or below ground, that are not directly related to the proposed 500kv line and 230kv line on single pole structure and the transmission of power through said lines.
- The land in the right of way may be farmed by the grantors, their heirs or assigns, or used by them in any manner which does not interfere with the transmission line and the proper maintenance thereof, including the right to install fencing 12' in height or less at any time, without notice.
- PPL shall pay to repair any fencing damaged by their activity's. *added 7/15/24*
- Due to ongoing concerns, issues and damages from the prior reconstruction, any land in, under or around the right of way, including areas used for ingress and/or egress, that is impacted in any way during construction, reconstruction or maintenance of the transmission lines shall have a payment of 500% of the value of any crops grown on said lands or any other damages in the case of another use of the land. Values of said crops and/or damages are to be set by and proven by the grantor, their heir or assigns.
- Any land impacted and or disturbed by construction, reconstruction and/or maintenance, including areas used for ingress and/or egress shall be returned to its original state. This includes repairing soil compaction and maintaining the quality of topsoil and the removal of any foreign material, deposited during construction, reconstruction or maintenance from the land. This includes the removal of unused and/or old structures, apparatuses and equipment above and below ground.
- If either party breaches this agreement, then the breaking party shall pay court costs and attorney fees for the non breaking party.

Compensation for proposed PPL right of way

Minimum compensation shall be \$45,000.00, in addition to an annual payment of \$2,500.00 per year, from PPL, its successors, assigns and lessees, payable to the grantor, their heirs or assigns.

Prepared 7/15/24

Braden Snyder
final ppl offer

This instrument solely grants, vests or confirms a public utility easement.

Prepared by and return to:
PPL Electric Utilities Corporation

Attn: Jeff Eberwein

Project: Chanceford - Doubs

Phone: 610-774-5458

Address: 2 North 9th Street GENN4
Allentown, PA 18101

Parcel ID#: 21000EM005100

Amendment of Public Utility Easement

KNOW ALL MEN BY THESE PRESENTS, That Braden Ray Snyder, of 737 Muddy Creek Forks Road, Airville, located in York County, Commonwealth of Pennsylvania 17302, hereinafter referred to as "GRANTOR", in consideration of the sum of One Dollar (\$1.00) and other consideration, paid at the date hereof by PPL ELECTRIC UTILITIES CORPORATION, hereinafter referred to as "PPL", the receipt whereof being hereby acknowledged, and in lieu of condemnation, does hereby irrevocably grant and convey unto PPL, its successors, assigns and lessees, the right to construct, operate and maintain, and from time to time to reconstruct its overhead and underground electric transmission, distribution and communication lines, including but not limited to such poles, towers, guys, anchors, cables, wires, fiber optics, fixtures and apparatus above and below ground, hereinafter referred to as "PPL Facilities", for PPL's use only, that may be from time to time necessary for the convenient transaction of the business of PPL, its successors, assigns and lessees, upon, across, over, under, along and within strip(s) of land 200 feet in width, as shown on the plan attached hereto as Exhibit "A" and incorporated by reference herein, ("Easement Area"), said Easement Area being a part of the property which GRANTOR owns, or in which GRANTOR has any interest in the Township of Chanceford, County of York, Commonwealth of Pennsylvania (as further described in certain deed dated July 24, 2020 and recorded in the Office for Recording of Deeds in and for York County in Deed Instrument Number 2020039206) (the "GRANTOR property"), including the right of ingress and egress over and across the GRANTOR Property to and from the Easement Area at all times for any of the purposes aforesaid; also the right to cut down, trim, remove and to keep cut down and trimmed by mechanical means or otherwise, any and all trees, brush or other undergrowth now or hereafter growing on or within the Easement Area, as well as the right to cut down, trim and remove and to keep cut down and removed any and all trees adjoining or outside of the Easement Area which in the judgment of PPL, its successors, assigns and lessees, may or could potentially at any time interfere with the construction, reconstruction, maintenance or operation of the PPL Facilities or menace the same, and in connection therewith, the right to remove, if necessary, the root systems of said trees, brush or other undergrowth, and to treat said brush and undergrowth with herbicides labeled to allow their use for the removal and control of said vegetation.

And further, in consideration of said payments, GRANTOR does hereby understand, covenant and agree to and with PPL, its successors, assigns and lessees, that no buildings, swimming pools or any other improvements or structures whatsoever shall be built, constructed or placed on, under or within the Easement Area; that no flammable or explosive materials of any kind shall be stored on, under or within the Easement Area; and that PPL, its successors, assigns and lessees, shall be informed of any proposed changes in use of the land, or changes in grade under or within the Easement Area.

It is further understood and agreed that PPL, its successors, assigns and lessees, shall not be limited in its or their enjoyment of the rights hereby granted for such PPL Facilities as may be first constructed in the Easement Area, but shall have, at all times in the future, the right to construct, operate and maintain, and from time to time to reconstruct, additional PPL Facilities of any type necessary for the convenient transaction of the business of PPL upon, across, over, under, along and within the Easement Area.

This Amendment of Public Utility Easement shall be binding on GRANTOR and PPL and his/her/their/its heirs, executors, administrators, successors and/or assigns.

This Amendment of Public Utility Easement amends and supersedes, but only insofar as it relates to the property now owned by the GRANTOR herein, that certain Grant of Public Utility Easement between Harry L. Grove and S. Elizabeth Grove and PPL, dated April 8, 1931 and recorded in the Office of Recording of Deeds in and for York County, Pennsylvania in Deed Book 25-A Page 268 ("Original Easement"). As of the date that this Amendment of Public Utility Easement is executed, the Original Easement shall cease to be of any force and effect, and all of PPL's rights shall be governed in accordance with the terms hereof.

Any and all damages caused to crops and grains during construction and maintenance of the said PPL Facilities shall be paid for by PPL at fair market value.

PPL shall restore GRANTOR Property to substantially the same condition that the property was in prior to the construction, installation or repair of the electric facilities.

GRANTOR may desire, on some future date, to construct a fence within the Easement Area; GRANTOR understands this construction requires submitting plans to PPL showing such improvements, and an Encroachment Agreement in recordable form permitting GRANTOR to encroach upon the Easement Area upon terms and conditions acceptable to PPL shall not be unreasonably denied.

IN WITNESS WHEREOF, the undersigned has caused the execution hereof, this ____ day of _____, 2024.

Braden Ray Snyder

Witness
By:

Commonwealth of Pennsylvania)

:SS

County of York)

On this _____ day of _____, 2024, before me, the undersigned officer, personally appeared Braden Ray Snyder known to me (or satisfactorily proven) to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

Notary Public

Austin Weseloh
Transmission ROW & Real Estate Supervisor

PPL Electric Utilities
645 Hamilton Street, Suite 601
Allentown, PA 18101-1179
Tel. 610-774-4973



To: Braden Ray Snyder
737 Muddy Creek Forks Road
Airville, Pennsylvania 17302

Re: Amendment of Public Utility Easement
Parcel ID: 21000EM005100

MEMORANDUM

This Memorandum refers to the Amendment of Public Utility Easement granted to PPL Electric Utilities Corporation ("Grantee") by Braden Ray Snyder ("Grantor") dated _____.

By the signing of the Amendment of Public Utility Easement for parcel number 21000EM005100, Grantor and Grantee agree to the following terms and conditions:

- 1) Grantee shall use commercially reasonable best efforts to give a minimum of 6 months prior notification to Grantor so he may harvest all marketable timber within the Right of Way ("ROW") corridor prior to construction starting. Grantee Notification is herein defined as the date in which Grantee notifies Grantor in writing of construction starting.
- 2) Grantor shall have 6 months from Grantee Notification to complete the timbering activities, associated clean up and any applicable permit close out.
- 3) Should Grantor wish to continue the timber activities after the 6 months has expired, he may do so only after receiving written permission from Grantee. It is at Grantee's sole discretion if the timbering activities may continue after the 6 months has expired. The request for permission to continue harvesting activities shall be sent to:

PPL Electric Utilities Corp
Attn: Transmission ROW & Real Estate Supervisor
645 Hamilton Street, Suite 601
Allentown, PA 18101

Signature Page to Follow

Signature Page

Austin K. Weseloh
Transmission ROW & Real Estate Supervisor
PPL Electric Utilities

Date

Braden Ray Snyder

Date



Damage Release

KNOW ALL MEN BY THESE PRESENTS, that Braden Ray Snyder, of 737 Muddy Creek Forks Road, Airville, Pennsylvania 17302, for and in consideration of the sum of Seven Thousand Nine Hundred Fifteen Dollars and 41/100 (\$7,915.41) in hand paid by **PPL Electric Utilities Corporation**, the receipt whereof is hereby acknowledged, do hereby remise, release, quitclaim and forever discharge the said PPL Electric Utilities Corporation, its respective officers, agents, employees, successors, assigns and all persons or entities, whether or not named herein, who may be jointly or severally liable, of and from all suits, claims, demands, actions, damages and claims for damages or contribution whatsoever arising out of or resulting from any injury, loss or damage that may have been caused to farming equipment and hay crops, grain, land, and personal property in the Township of Chanceford, County of York, Commonwealth of Pennsylvania, by reason of the construction, reconstruction and/or maintenance by the said PPL Electric Utilities Corporation of its overhead and/or underground electric line facilities, upon, over, under and across said property to the day of the date of these presents. Owner shall maintain in the strictest confidence the terms of this Agreement, including the amount payable hereunder.

Signed, sealed and delivered this _____ day of _____, 2024.

Braden Ray Snyder

Line Chanceford - Doubs
ER/CCN 10067951
Doc-Grid _____
Map _____

Bray Smith Ex B

 <p>ppl PPL Electric Utilities</p>	<p>Right of Way, Real Estate, Siting, and Permitting Requirements for Transmission Interconnection Projects</p>	<p>Document #: EU00566031 Revision #: 1 Effective Date: 03/01/2022 Page 1 of 15</p>
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PPL Electric Utilities

PPL ELECTRIC UTILITIES

**RIGHT OF WAY, REAL ESTATE, SITING, AND PERMITTING
REQUIREMENTS FOR TRANSMISSION INTERCONNECTION
PROJECTS**

Effective Date: March 1, 2022



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1. PURPOSE

To inform potential Interconnection Customers ("IC") of PPL Electric Utilities Corporation's ("PPL") technical standards, requirements, and procedures for the siting, acquisition and permitting of right-of-way ("ROW") and real estate ("RE"). This document applies to all ROW and RE being acquired by an IC for interconnection facilities that will be owned by PPL.

2. RELATIONSHIP TO THE PJM INTERCONNECTION PROCESS

As part of PJM's interconnection process, the IC is responsible for obtaining site control of both its generating facilities and the interconnection facilities to connect to PPL's transmission facilities. The requirements contained within this document should be followed prior to or contemporaneously with the PJM interconnection process. The IC should coordinate with PPL as early as possible in the process to identify issues and help ensure a successful project.

3. SCOPE OF WORK FOR INTERCONNECTION CUSTOMERS

IC must ensure a successfully completed project. IC will be responsible for siting, acquiring, and permitting ROW, RE and off ROW rights required for facilities to be owned by PPL in accordance with PPL's standards, requirements, and procedures included in this document, (collectively "PPL Policies"). PPL strongly encourages IC to meet with PPL and discuss the project. This upfront coordination will go a long way to ensure a successful project. IC and PPL should be collaborating and in routine communication throughout the project. Ultimately, PPL Policies will govern the IC's activities in siting, permitting, negotiating and securing all ROW and RE, including, but not limited to temporary or permanent access roads, temporary workspaces, transmission corridors, substation or switchyard properties and distribution facilities required for the project. Should IC acquire any ROW or RE that violates PPL Policies, it shall be the IC's responsibility, at its sole cost and expense, to cure the violation prior to transferring the ROW or RE rights to PPL. If IC is unable or unwilling to cure the violation of PPL Policies, PPL shall be relieved of all obligations to accept the transfer of ownership of the ROW or RE which would have otherwise been required under the applicable Interconnection Service Agreement ("ISA") or Interconnection Construction Services Agreement ("CSA").

4. SITING OF FACILITIES TO BE OWNED BY PPL

To ensure facilities that will be owned by PPL are constructed in appropriate locations that promote safety of PPL employees and PPL's contractors, as well as the public, minimizes construction and operational costs and minimizes impacts to both the natural and built environments, IC shall complete a comprehensive Siting Study (as defined herein). When preparing the Siting Study, the IC shall engage appropriate resources that are experienced in siting high-voltage electric facilities in Pennsylvania to assist in the process. It is advisable to have an outreach strategy and meet with municipal, county, and state regulatory officials. The IC shall



conduct all siting studies consistent with good industry practices and PPL's Policies as generally summarized herein. The Siting Study and recommended preferred alternative route or site shall be provided to PPL for review and approval prior to the IC initiating ROW and/or RE acquisition activities. Initiation of acquisition activities prior to the approval of the Siting Study and preferred alternative(s) will be solely at the IC's risk and PPL will not be obligated to take ownership of the ROW and/or RE until all PPL's concerns are alleviated at IC's sole cost. The Siting Study shall include at a minimum the following components:

- a. A project study area map and defined study area.
- b. Environmental inventories, including a detailed description and mapping of the built and natural characteristics of the study area. At a minimum, the environmental inventories shall include scenic areas, historic areas and sites, land use, soil and sedimentation, plant and wildlife habitats, terrain, hydrology, landscape, archaeology, geology, historic uses, scenic areas, wilderness areas and cultural resources.
- c. A detailed description of each proposed route and/or site.
- d. Description of the public outreach that was completed during the siting process, including a complete list of who was invited to the meetings, the names of people that attended the meetings and a summary of information that was provided to the public from the IC and feedback/input that was provided to the IC by the public. At a minimum, the IC shall inform the public about the need for the project, the siting process, how the preferred alternative will be selected and ultimately, the final location for the facilities. The public shall have sufficient opportunity to provide input on the alternatives prior to the selection of the preferred alternative.
- e. A discussion of the merits/detriments of each alternative and how each alternative impacts the identified environmental inventories.
- f. The preferred line route and/or substation/switchyard site and a description of the decision making used in selecting it. The decision-making process shall carefully balance public concerns, environmental impacts, engineering considerations, facility operation, and maintenance costs.
- g. A discussion of the measures that will be implemented to mitigate the impact of the preferred alternative on the environmental inventories.
- h. A standard 125-year title search ("Title Report") for each property over which it pursues a ROW or RE right.
- i. For sites that will be purchased in fee the following additional items are needed:
 - i. Provide all environmental and site due diligence reports outlined in section 6.3 below.

The Siting Study shall be provided and approved in writing by PPL prior to the IC initiating acquisition of the ROW and/or RE needed to construct the facilities. Once the Siting Study is approved by PPL, the IC may begin acquisition of the ROW and/or RE as described below. Acquisition of the ROW and/or RE prior to the approval of the Siting Study and preferred



alternative(s) will be solely at the IC's risk, as PPL will not be obligated to take ownership of the ROW and/or RE until all PPL's concerns are alleviated at IC's sole cost.

If PUC approval is required, the IC shall submit all required information that is needed for PPL to prepare, submit and obtain approval in accordance with Siting Regulations (52 Pa. Code §§ 57.71-76) and the Interim Guidelines for Siting (52 Pa. Code §§ 69.3101-3107) ("Siting Regulations"). PPL will prepare the application (Letter of Notification or Full Siting Application) at the IC's sole cost. The information must be provided in accordance with the schedule provided by PPL. Information shall include all items specified within the Siting Regulations and the items listed below:

- a. Detailed description of the project need with sufficient information to demonstrate to the PUC that the project is needed.
- b. Description of the proposed transmission line including detailed engineering information including pole heights, conductor type, tensions, conductor ratings, etc. needed to prepare an application as specified in the PUC siting regulations.
- c. Analysis of at least two (2) alternative routes and justification for selection of the preferred route.
- d. Maps and drawings showing the location of the proposed ROW and/or RE, including depictions of proposed access roads, pull pads, and temporary workspaces.
- e. List of all landowner information, including tax parcels crossed by the proposed route.

5. ROW ACQUISITION

5.1. General ROW Acquisition Requirements

IC shall acquire ROW in accordance with PPL Policies. ROW acquisition is only appropriate for transmission lines, distribution lines, temporary workspaces and access roads. PPL requires that substations and switchyards be located on RE that will be transferred to PPL in fee simple absolute ownership. ROW width for transmission facilities is as follows: 500 kV – 200', 230 kV – 150', 138 kV – 100', and 69 kV- 100'. ROW width for distribution facilities, lines less than 69 kV, is 50'. Exceptions to ROW width are generally not made. However, PPL may, in its sole judgement and discretion, consider extenuating circumstances.

5.2. Form of Easement

IC shall acquire the ROW by using an easement with the verbiage of the form easement attached hereto as Exhibit "1" (Individual or Corporate) and incorporated by reference herein ("PPL Form Easement"). IC shall acquire temporary or permanent access roads, at PPL's sole discretion by using an agreement substantially similar to the form temporary or permanent access road agreement attached hereto as Exhibit "2 and 3" respectively and incorporated by reference herein ("Temporary Access Road" and/or "Permanent Access Road"). It is PPL's preference that IC obtains the ROW in the name of PPL. However, if IC obtains the ROW in its own name, it must



ensure that it has the full right and authority to assign without consent and transfer the ROW to PPL. IC is not permitted to make any changes or alterations to the PPL Form Easement without the prior written approval of PPL, which approval may be granted or withheld in PPL's sole judgment and discretion. In the event that the IC must acquire ROW, encroachments, occupations, or licenses from any state or federal agency (including, but not limited to: State Game Lands, DCMR, Appalachian Trail, National Park Service, etc.) or railroads (collectively "Agency") along the proposed route, IC must obtain PPL's written approval prior to agreeing to any terms and conditions with the Agency. In the event that IC secures rights in the form of a license agreement with an Agency, IC shall prepay for a fifty (50) year term.

5.3. Landowner Negotiation and Due Diligence

- a. In all dealings with landowners, IC shall use ethical business and negotiation practices. IC shall keep an electronic contact diary recording every interaction that IC has with a landowner. Every thirty (30) days after landowner negotiations have begun IC shall provide PPL with a copy of its contact diaries.
- b. PPL must approve in writing any Landowner special requests (e.g., call before entering, enter at a certain location, stay off land on a specific date) to be included in the PPL Form Easement, however approval of special requests is at PPL's sole discretion. IC shall submit all special requests to PPL and PPL shall have ten (10) business days to review and approve. All approved special requests must be documented on a ("Special Conditions Report") attached hereto as Exhibit 4 for tracking and preservation.
- c. IC shall, at its sole cost and expense, obtain a standard 125-year Title Report for each property over which it pursues a PPL Form Easement including all the items outlined and attached hereto as Exhibit 5 - Title Requirements. IC shall provide PPL, for its review and approval, the applicable Title Report prior to executing any PPL Form Easement with a landowner and PPL shall have thirty (30) business days to review and comment on the Title Report. IC shall resolve all of PPL's comments to the Title Report, to PPL's satisfaction, in its sole discretion, before executing any PPL Form Easement. If IC is unable or unwilling to resolve PPL's comments to the Title Report, PPL shall be released from any obligation under the ISA and/or CSA to accept ownership of the ROW.
- d. IC shall, at its sole cost and expense, obtain a survey drawing for each property over which it pursues a PPL Form Easement in substantially the same form as attached hereto as Exhibit 6 ("Survey Plat"). IC shall provide PPL the applicable Survey Plat for review and approval, which PPL shall have ten (10) business days to provide. IC shall resolve all of PPL's comments to the Survey Plat to PPL's satisfaction in its sole discretion, before executing any PPL Form Easement. Upon execution of the PPL Form Easement, IC shall obtain landowners initials on the Survey Plat to show the landowner agrees with the ROW location. Survey Plat is to be recorded as an exhibit to the PPL Form Easement. If IC is



unable or unwilling to resolve PPL's comments to the Survey Plat, PPL shall be released from any obligation under the ISA and/or CSA to accept ownership of the ROW.

- e. IC shall be responsible, at its sole cost and expense, for identifying and obtaining all RE Permits and Approvals (hereinafter defined) for the ROW, off ROW, and/or access in accordance with PPL's Policies related to ROW and/or RE as stated in this document.

5.4. Execution and Recording

- a. IC shall provide PPL, for its review and approval, the final execution version, including all exhibits, of the PPL Form Easement fifteen business (15) days in advance of having the landowner execute the PPL Form Easement.
- b. The PPL Form Easement shall not list the consideration paid to the landowner. IC shall have the landowner execute a separate ("Additional Consideration Agreement") attached hereto as Exhibit 7, which should list the amount paid for the agreement, and an acknowledgement section for the landowner to acknowledge the payment has been received. The Additional Consideration Agreement shall be provided to PPL within five (5) days of execution of the PPL Form Easement along with proof of payment (i.e., check or wire).
- c. IC shall provide proof, to PPL's satisfaction, that the landowner has the full right and authority to execute the PPL Form Easement. IC shall provide this proof of signature authority ten (10) days in advance of having the landowner execute the PPL Form Easement.
- d. IC shall be responsible, at its sole cost and expense, to record the PPL Form Easement. IC shall provide PPL proof of recording within ten (10) days after recording. In the event IC obtained the ROW in its name IC shall be responsible for executing a written assignment of the ROW to PPL and be responsible for recording the assignment. IC shall provide PPL proof of recording the assignment within ten (10) days after recording.
- e. Within thirty (30) days of recording the last PPL Form Easement and/or assignment, IC shall provide PPL a copy of its entire ROW acquisition file at a minimum including: complete contact diaries, recorded PPL Form Easement, initialed Survey Plat, Temporary Access Road, Permanent Access Road, workspace agreements, Additional Consideration Agreement and Title Reports.

6. ACQUISITION OF REAL ESTATE IN FEE SIMPLE

6.1. General RE Acquisition Requirements



IC shall acquire RE in accordance with PPL Policies. IC acknowledges that actions it takes during the RE acquisition process can create obligations that run with the land in perpetuity and that the PPL Policies are reasonable to protect PPL's interest as the ultimate owner of the land. PPL requires that substations and switchyards be located on RE that will be transferred to PPL in fee simple absolute ownership. The size or acreage of the RE needed to meet PPL Policies is dependent on many factors including voltage of transmission facilities, topography, environmental features, and drainage features. IC should review the proposed RE early in the process with PPL, but at a minimum of ninety (90) days prior to executing an agreement of sale. IC must be able to show that the size of the RE is adequate to support the project, including all operational, environmental and drainage requirements. PPL shall have twenty (20) business days to provide IC its comments, objections or approval in writing. If IC is unable or unwilling to resolve PPL's comments and objections to the RE, PPL shall have the option to be released from any obligation under the ISA and/or CSA to accept ownership of the RE.

6.2. Landowner Negotiation and Due Diligence

- a. In all dealings with landowners IC shall use ethical business and negotiation practices. IC shall keep a contact diary recording every interaction that IC has with a landowner. Every thirty (30) days after landowner negotiations have begun IC shall provide PPL with a copy of its contact diaries.
- b. IC shall provide PPL, for its review and approval, a copy of the proposed agreement of sale ("AOS") fifteen (15) business days in advance of executing the AOS with the landowner. IC shall not agree to any terms which would allow the landowner to reserve any rights on the Property (hereinafter defined) ultimately to be owned by PPL.
- c. IC shall, at its sole cost and expense, obtain a standard 125-year Title Report for each parcel of RE it intends to transfer to PPL ("Property") including all of the items in Exhibit 5 attached hereto. IC shall provide PPL, for its review and approval, the applicable Title Report ninety (90) days in advance of IC closing on the Property with landowner. PPL shall have thirty (30) business days to provide IC its comments and objections to the Title Report. IC shall resolve all of PPL's comments and objections to the Title Report, to PPL's satisfaction, in its sole discretion, before closing on the Property. If IC is unable or unwilling to resolve PPL's comments and objections to the Title Report, PPL shall have the option to be released from any obligation under the ISA and/or CSA to accept ownership of the Property, or to accept what title IC can give, provided that IC provide PPL an indemnification agreement, as contemplated by the ISA and/or CSA, indemnifying PPL from any liability or obligations imposed by the encumbrances IC was unable to remove.



- d. The Title Report shall include a copy of all leases on the Property, even if unrecorded. PPL may accept, at its sole discretion, the Property with active/valid leases, otherwise all leases will need to be terminated prior to IC transferring the Property to PPL.
- e. An ALTA survey is required and will be prepared and stamped by a licensed professional surveyor, depicting at a minimum all easements and encumbrances located on the Property, buildings, and structures including height.

6.3. Environmental and Site Due Diligence

- a. IC shall, at its sole cost and expense, will perform a Phase I environmental study on the Property. The Phase I shall be provided to PPL within ninety (90) days of signing the AOS. PPL shall provide its comments to IC within thirty (30) business days of receiving the Phase I. IC shall upon PPL's request perform a Phase II environmental study if PPL determines, in its sole discretion, that additional investigation is warranted. IC shall remediate, at its sole cost and expense, all environmental issues identified in the Phase I and Phase II environmental studies prior to transferring the Property to PPL. Phase I must be updated if the Phase I is more than 180 days old on the closing date. IC to submit the updated Phase I to PPL and PPL shall provide its comments to IC within ten (10) business days of receiving the updated Phase I or the closing will be delayed. Environmental contamination that was unidentified due to contractor oversight or negligence in the development of the Phase I and Phase II reports will remain the responsibility of the IC to remediate in accordance with state and federal regulations (when applicable).
- b. IC shall, at its sole cost and expense, obtain a geotechnical study ("Geotech Study") for the Property including a Karst features study. IC shall provide PPL, for its review and approval, the applicable Geotech Study within ten (10) days of receiving the Geotech Study. PPL shall have thirty (30) business days to provide comments to IC. IC shall resolve all of PPL's comments to the Geotech Study, to PPL's satisfaction in its sole discretion, before closing on the Property. If IC is unable or unwilling to resolve PPL's comments to the Geotech Study, PPL shall be released from any obligation under the ISA and/or CSA to accept ownership of the Property. At a minimum, enhanced possibilities for sinkholes, poor stormwater infiltration soil characteristics, and evidence of historic mining activity must be clearly described and disclosed if present on the subject Property. Construction plans must account for geological hazards identified in the Geotech Study.
- c. It is understood and agreed that IC and IC's agents, representatives, engineers, contractors and subcontractors shall, from time to time after the full execution of the AOS to purchase the Property, be required to enter the Property for the purposes of appraising, inspection, survey, taking of measurements, marking of test borings, preparation of plans or other tests of surface and subsurface conditions or other environmental and other studies, generally for the ascertainment of the condition of the



Property as PPL may deem necessary or advisable. IC shall, (a) defend and save harmless PPL from, and indemnify PPL against, any liability or expense for injuries to or death of persons or damage to property arising from the exercise of IC's due diligence activities by IC or its employees, agents or contractors. More specifically, IC shall indemnify, protect, defend and hold PPL harmless from any and all liens, losses, liabilities, claims, demands, damages, costs and expenses arising out of or relating to IC performing due diligence investigations on the Property.

6.4. RE Permits and Approvals

- a. IC shall be responsible, at its sole cost and expense, to identify and obtain all applicable land related permits and approvals to acquire the ROW, off ROW, access, and/or Property, construct the improvements to be located thereon, and transfer the Property to PPL (collectively "RE Permits and Approvals"). The RE Permits and Approvals shall include, but not be limited to, any and all zoning, subdivision, land development, stormwater, highway occupancy, and building code approvals.
- b. IC shall provide PPL a copy of all RE Permits and Approvals thirty (30) days in advance of the initial submission to the applicable governmental agency, and ten (10) days in advance of any subsequent submission. PPL will review draft RE Permits and Approvals to determine whether IC's RE Permits and Approvals will have an impact on PPL's future ownership of the Property. PPL shall provide IC with comments, to the initial submission of the RE Permits and Approvals within fifteen (15) business days and any subsequent submissions within five (5) business days. If IC fails to timely provide PPL any RE Permits and Approvals or submission referenced in this paragraph, or if any of PPL's comments to the RE Permits and Approvals are not resolved to PPL's satisfaction, in PPL's sole discretion, PPL shall be relieved of its obligation to take ownership of the Property under the ISA and/or CSA.
- c. IC shall comply, at its sole cost and expense, with all PPL Policies related to RE Permits and Approvals stated in this document.

6.5. Closing

- a. Closing to transfer the Property from IC to PPL shall occur at a time consistent with the requirements of the ISA and/or CSA and AOS, but in any event, shall not occur prior to the RE Permits and Approvals having been issued and closed.
- b. Possession is to be given at the time of closing by delivery of a special warranty deed conveying the Property from IC to PPL.



- c. Taxes shall be apportioned pro rata for the Property as of date of closing, which apportionment shall be based upon the actual fiscal years of the taxing authorities for which the subject taxes are levied.
- d. It is understood and agreed that all closing costs, including, but not limited to, transfer taxes imposed by any governmental body shall be paid by IC.
- e. IC shall give a good and marketable title and as such will be insured by any reputable title insurance company at regular rates.
- f. IC shall complete a title bringdown two (2) business days before closing. PPL will review the title bringdown within one (1) day and authorize IC to proceed with closing.
- g. Risk of loss shall remain on IC until closing.
- h. IC agrees to execute and/or deliver to PPL at closing any and all affidavits and documentation required by PPL's title insurance company or required by law.
- i. Deed preparation and acknowledgement are to be paid by IC.
- j. Within thirty (30) days of closing, IC shall provide PPL a copy of its entire RE acquisition file at a minimum including, but not limited to: AOS, complete contact diaries, recorded deed, Alta Survey, Temporary Access Road, Permanent Access Road, Title Reports and closing binders.

7. PERMITTING REQUIREMENTS

7.1. General Permitting Requirements

- a. PPL has a legitimate and vested interest on behalf of itself and its customers in ensuring the proper environmental permitting and compliance actions occur on both ROW and RE that will ultimately be owned by PPL as part of the IC's project. Proper environmental permitting and environmental compliance affects customer satisfaction, environmental stewardship, regulatory relations, social license to construct and operate, and ensures that PPL and its customers are not exposed to unnecessary legal and operational costs in the short and long term. PPL may also agree, at its sole discretion, to allow the IC to perform certain permitting activities for ROW and RE where PPL is performing construction for its interconnection facilities.
- b. As part of the project, IC is responsible for conducting a proper environmental assessment and obtaining all required permits and approvals in compliance with all local, county, state, and federal environmental regulations and implementation of best management practices ("BMPs") throughout the construction and restoration phases,



including but not limited to Pennsylvania Code Title 25 §§ 102, 105, and 106 regulations, National Environmental Policy Act 42 U.S.C. §§ 4321 et seq., Pennsylvania's Solid Waste Management Act, Clean Fill Policy, and Oil Pollution Act (collectively "Environmental Permits and Approvals"). The Environmental Permits and Approvals and associated environmental compliance work shall be consistent with PPL's Policies contained herein.

- c. IC shall make all reasonable efforts to design post construction storm water management BMPs ("PCSM BMPs") utilizing passive technology that does not require pumps, motors, or any other mechanical devices for the routine proper function of the PCSM BMP. All PCSM BMPs including, but not limited to, infiltration basins, swales, berms, and detention basins shall be in good working order prior to PPL taking ownership.
- d. IC shall provide PPL a copy of all Environmental Permits and Approvals thirty (30) days in advance of the initial submission to the applicable governmental agency, and ten (10) days in advance of any subsequent submission. PPL will review draft Environmental Permits and Approvals to determine whether IC's Environmental Permits and Approvals will have an impact on PPL's future ownership of the Property. PPL shall provide IC with comments, to the initial submission of the Environmental Permits and Approvals within fifteen (15) business days and any subsequent submissions within five (5) business days. If IC fails to timely provide PPL any Environmental Permits and Approvals or submission referenced in this paragraph, or if any of PPL's comments to the Environmental Permits and Approvals are not resolved to PPL's satisfaction, in PPL's sole discretion, PPL shall be relieved of its obligation to take ownership of the Property under the ISA and/or CSA.
- e. PPL strongly recommends that IC engage a consulting firm with demonstrable experience in permitting electric utility high-voltage facilities in Pennsylvania.
- f. When the IC is performing construction of PPL facilities, before PPL takes ownership, the IC shall coordinate a site review with designated PPL representatives, including environmental or permitting representatives. The IC shall invite the PPL environmental/permitting representative to a final project closure walk down to sign-off on all environmental aspects before PPL takes ownership. All Environmental Permits and Approvals associated with the project will be closed to the satisfaction of the applicable regulatory Agencies and PPL prior to PPL taking ownership.

7.2. Guidelines for Environmental Permitting

a. Environmental Permitting

The following concepts shall be considered when developing all Environmental Permits and Approvals. IC is responsible for identification, development of permitting packages, and acquisition of all required Environmental Permits and Approvals as well as compliance with all applicable laws and regulations. Any and all permit fees will be paid



by IC. Unless otherwise agreed to by PPL in its sole discretion, the following concepts shall be applied to all Environmental Permits and Approvals:

- i. To the extent practical, existing roads will be used to access the ROW or RE.
- ii. Stormwater controls shall NOT directly discharge into any municipal separate storm sewer system (MS4).
- iii. IC shall not use any vegetation as a credit for stormwater credits/calculations.
- iv. Complex stormwater management systems shall be avoided. The stormwater flows shall all be gravity flows. Deviations must be specifically approved by PPL in writing at its sole discretion.
- v. All permanent PCSM BMPs will be in good working order at the time of transfer of ownership to PPL.
- vi. All required stormwater easements will be obtained and transferred to PPL as part of the transfer of ownership of the ROW or RE.

b. Mitigation Plan – Protected Species, Wetlands and Streams

- i. To the extent the site development and Environmental Permits and Approvals require offsetting mitigation, the IC will either:
 1. Purchase applicable offsetting credits from a third party; or
 2. Develop, monitor, and maintain offsets on land owned and maintained by IC or their assignee. The mitigation site(s) (e.g. wetland mitigation, habitat mitigation/restoration, stream enhancement, etc.) is not to be part of the final Property to be owned by PPL. IC shall enter into a contractual arrangement with PPL obligating IC to maintain the mitigation site in perpetuity or until closed out by Agency.
- ii. PPL will not accept ownership or any obligation to manage mitigation sites unless it is agreed to by PPL in writing at its sole discretion.

c. PCSM Plans and BMPs

IC shall incorporate the following considerations into all PCSM Plans:

- i. To the extent possible, permanent PCSM BMPs obligations, when required, will be minimized. Permanent PCSM BMPs will only be allowed on fee-owned substation/switchyard Properties to be owned by PPL.



- ii. If PCSM BMPs obligations in the RE Permits and Approvals and/or Environmental Permits and Approvals application will require monitoring more frequently than twice per year and after significant rain events as defined by Pennsylvania DEP regulation, PPL approval in writing will be required at its sole discretion.
- iii. All linear projects (i.e. transmission line rebuild/builds) shall be permitted such that restoration as defined by the Pennsylvania DEP is the only PCSM BMP requirement. There shall be no ongoing or permanent PCSM BMPs or other long term permit obligations utilized with a transmission corridor or ROW without express written agreement by PPL in their sole discretion.

d. Government Contacts

It is advisable to regularly meet with municipal, county, state, and Federal regulatory/permitting officials. These meetings should start early in the process before permits are developed and submitted and continue through construction and restoration phases of the project as needed. These meetings have several benefits including providing valuable information on local permitting expectations and establishing lines of communication with the IC.

e. Permit Closure

Prior to acceptance of any ROW, RE or facilities by PPL, IC shall close all open Environmental Permits and Approvals. A closed Environmental Permit and Approval shall mean the time after applicable appeal periods have closed. Within (30) days of receiving the last closed Environmental Permits and Approvals, the IC shall provide PPL a copy of its entire Environmental Permit and Approval file at a minimum including:

- i. A copy of all final Environmental Permits and Approvals. At a minimum, IC shall provide a single (full size and color) paper copy and a PDF of each document.
- ii. A copy of the approved "As Built" permit drawings.
- iii. Copies of all documentation of the weekly/post rain event site inspections.
- iv. Copies of all stormwater easements, including recording information.
- v. Copies of the executed Notice of Termination (NOT) that were filed and approved by the Agency. The NOT shall include all findings noted during the final site inspection that will be addressed by IC prior to PPL accepting the



ROW, RE and/or facilities, and proof that all co-permittees have been removed from the permit.

7.3. Guidelines for Environmental Compliance

a. Spill Prevention Control and Countermeasure ("SPCC")

The Federal Oil Pollution regulations in 40 CFR § 112 require that certain facilities that store or use oil on-site prepare a SPCC plan. IC shall ensure compliance with the applicable regulations and alert PPL when any ROW, RE or facility to be owned by PPL is being designed that will have a total of 1,320 gallons of oil storage (including storage of oil in electrical equipment), or a change in oil filled equipment for an existing facility. If required, IC shall develop and issue the SPCC plan prior to the project's "in service" day, in compliance with all applicable laws. A digital copy of the plan shall be provided to PPL in a form that is editable (e.g. MS Word). PPL will not accept ownership of the ROW, RE or facility without this plan issued unless written permission is received from PPL, at its sole discretion. The SPCC plan will be formally transferred to PPL in writing at the time PPL assumes ownership of the facility.

b. Emergency Planning and Community Right-to-Know Act ("EPCRA")

IC and PPL are required to comply with many environmental regulations dealing with chemical tracking, storage, and reporting after construction is complete and the site "operational". The Emergency Planning and Community Right-to-Know Act was created to help communities plan for emergencies involving hazardous substances. IC shall ensure full compliance with EPCRA by ensuring that a complete listing of all Tier II chemicals permanently on-site (e.g., battery acid) are available. This list shall be provided to PPL prior to site turnover.

Exhibit 1 - Form Easement (Individual) 1.31.2022

PPL Form 100-19 Ind. (7/2018)

This instrument solely grants, vests or confirms a public utility easement.

Prepared by and return to:
PPL Electric Utilities Corporation

Attn:

Project:

Phone:

Address: 2 North 9th Street GENN4
Allentown, PA 18101

Parcel ID#:

Grant of Public Utility Easement

KNOW ALL MEN BY THESE PRESENTS, That Landowner Name of Landowner Address, City, _____
located in County Name County, State Zip, _____

hereinafter referred to as "GRANTOR", in consideration of the sum of One Dollar (\$1.00) and other consideration, paid at the date hereof by PPL ELECTRIC UTILITIES CORPORATION, hereinafter referred to as "PPL", the receipt whereof being hereby acknowledged, and in lieu of condemnation, does hereby irrevocably grant and convey unto PPL, its successors, assigns and lessees, the right to construct, operate and maintain, and from time to time to reconstruct its overhead and underground electric transmission, distribution and communication lines, including but not limited to such poles, towers, guys, anchors, cables, wires, fiber optics, fixtures and apparatus above and below ground, hereinafter referred to as "PPL Facilities", for PPL's use only, that may be from time to time necessary for the convenient transaction of the business of PPL, its successors, assigns and lessees, upon, across, over, under, along and within strip(s) of land _____ feet in width, as shown on the plan attached hereto as Exhibit "A" and incorporated by reference herein, ("Easement Area"), said Easement Area being a part of the property which GRANTOR owns, or in which GRANTOR has any interest in the Township/Borough of _____, County of _____, Commonwealth of Pennsylvania (as further described in certain deed dated _____ and recorded in the Office for Recording of Deeds in and for _____ County in Deed Book _____ Page _____) (the "GRANTOR property"), including the right of ingress and egress over and across the GRANTOR Property to and from the Easement Area at all times for any of the purposes aforesaid; also the right to cut down, trim, remove and to keep cut down and trimmed by mechanical means or otherwise, any and all trees, brush or other undergrowth now or hereafter growing on or within the Easement Area, as well as the right to cut down, trim and remove and to keep cut down and removed any and all trees adjoining or outside of the Easement Area which in the judgment of PPL, its successors, assigns and lessees, may or could potentially at any time interfere with the construction, reconstruction, maintenance or operation of the PPL Facilities or menace the same, and in connection therewith, the right to remove, if necessary, the root systems of said trees, brush or other undergrowth, and to treat said brush and undergrowth with herbicides labeled to allow their use for the removal and control of said vegetation.

Exhibit 1 - Form Easement (Individual) 1.31.2022

And further, in consideration of said payments, GRANTOR does hereby understand, covenant and agree to and with PPL, its successors, assigns and lessees, that no buildings, swimming pools or any other improvements or structures whatsoever shall be built, constructed or placed on, under or within the Easement Area; that no flammable or explosive materials of any kind shall be stored on, under or within the Easement Area; and that PPL, its successors, assigns and lessees, shall be informed of any proposed changes in use of the land, or changes in grade under or within the Easement Area.

It is further understood and agreed that PPL, its successors, assigns and lessees, shall not be limited in its or their enjoyment of the rights hereby granted for such PPL Facilities as may be first constructed in the Easement Area, but shall have, at all times in the future, the right to construct, operate and maintain, and from time to time to reconstruct, additional PPL Facilities of any type necessary for the convenient transaction of the business of PPL upon, across, over, under, along and within the Easement Area.

This Grant of Public Utility Easement shall be binding on GRANTOR and PPL and his/her/their/its heirs, executors, administrators, successors and/or assigns.

Exhibit 1 - Form Easement (Individual) 1.31.2022

IN WITNESS WHEREOF, the undersigned has caused the execution hereof, this _____ day of _____
20____.

Landowner Name

Landowner Name

Witness
By: _____

Exhibit 1 - Form Easement (Individual) 1.31.2022

Commonwealth of Pennsylvania)

:SS

County of _____)

On this _____ day of _____, 20____, before me, the undersigned officer, personally appeared Landowner Name known to me (or satisfactorily proven) to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

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

Notary Public

Exhibit 1 - Form Easement (Corporate) 1.31.2022

PPL Form 100-19 Ind. (7/2018)

This instrument solely grants, vests or confirms a public utility easement.

Prepared by and return to:
PPL Electric Utilities Corporation

Attn: _____ Project:

Phone:

Address: 2 North 9th Street GENN4
Allentown, PA 18101

Parcel ID#:

Grant of Public Utility Easement

KNOW ALL MEN BY THESE PRESENTS, That Business Name of Business Address, City
located in County Name County, State Zip.

hereinafter referred to as "GRANTOR", in consideration of the sum of One Dollar (\$1.00) and other consideration, paid at the date hereof by PPL ELECTRIC UTILITIES CORPORATION, hereinafter referred to as "PPL", the receipt whereof being hereby acknowledged, and in lieu of condemnation, does hereby irrevocably grant and convey unto PPL, its successors, assigns and lessees, the right to construct, operate and maintain, and from time to time to reconstruct its overhead and underground electric transmission, distribution and communication lines, including but not limited to such poles, towers, guys, anchors, cables, wires, fiber optics, fixtures and apparatus above and below ground, hereinafter referred to as "PPL Facilities", for PPL's use only, that may be from time to time necessary for the convenient transaction of the business of PPL, its successors, assigns and lessees, upon, across, over, under, along and within strip(s) of land _____ feet in width, as shown on the plan attached hereto as Exhibit "A" and incorporated by reference herein, ("Easement Area"), said Easement Area being a part of the property which GRANTOR owns, or in which GRANTOR has any interest in the Township/Borough of _____, County of _____, Commonwealth of Pennsylvania (as further described in certain deed dated _____ and recorded in the Office for Recording of Deeds in and for _____ County in Deed Book _____ Page _____) (the "GRANTOR property"), including the right of ingress and egress over and across the GRANTOR Property to and from the Easement Area at all times for any of the purposes aforesaid; also the right to cut down, trim, remove and to keep cut down and trimmed by mechanical means or otherwise, any and all trees, brush or other undergrowth now or hereafter growing on or within the Easement Area, as well as the right to cut down, trim and remove and to keep cut down and removed any and all trees adjoining or outside of the Easement Area which in the judgment of PPL, its successors, assigns and lessees, may or could potentially at any time interfere with the construction, reconstruction, maintenance or operation of the PPL Facilities or menace the same, and in connection therewith, the right to remove, if necessary, the root systems of said trees, brush or other undergrowth, and to treat said brush and undergrowth with herbicides labeled to allow their use for the removal and control of said vegetation.

Exhibit 1 - Form Easement (Corporate) 1.31.2022

And further, in consideration of said payments, GRANTOR does hereby understand, covenant and agree to and with PPL, its successors, assigns and lessees, that no buildings, swimming pools or any other improvements or structures whatsoever shall be built, constructed or placed on, under or within the Easement Area; that no flammable or explosive materials of any kind shall be stored on, under or within the Easement Area; and that PPL, its successors, assigns and lessees, shall be informed of any proposed changes in use of the land, or changes in grade under or within the Easement Area.

It is further understood and agreed that PPL, its successors, assigns and lessees, shall not be limited in its or their enjoyment of the rights hereby granted for such PPL Facilities as may be first constructed in the Easement Area, but shall have, at all times in the future, the right to construct, operate and maintain, and from time to time to reconstruct, additional PPL Facilities of any type necessary for the convenient transaction of the business of PPL upon, across, over, under, along and within the Easement Area.

This Grant of Public Utility Easement shall be binding on GRANTOR and PPL and his/her/their/its heirs, executors, administrators, successors and/or assigns.

Exhibit 1 - Form Easement (Corporate) 1.31.2022

IN WITNESS WHEREOF, said GRANTOR has caused this agreement to be executed in its corporate name by its proper officers, this _____ day of _____, 20____.

Business Name

By: _____
Authorized Signer Name

Witness
By:

Title: Title of Authorized Signer

Exhibit 1 - Form Easement (Corporate) 1.31.2022

Commonwealth of Pennsylvania)

:SS

County of _____)

On this _____ day of _____, 20____, before me, the undersigned officer, personally appeared Authorized Signer who acknowledged himself/herself to be the Title of Business Name and that he/she as such Title, being authorized to do so, executed the foregoing instrument for the purposes stated therein.

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

Notary Public

Parcel ID#:

TEMPORARY ACCESS ROAD AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That Landowner Name herein after referred to as (Grantor) with an address of Landowner Address (Property), for the consideration of _____ Dollars and 00/100 (\$ _____), do hereby, grant and convey unto PPL Electric Utilities Corporation, hereinafter referred to as (PPL), the right, liberty and privilege of constructing, maintaining and using a temporary access roadway, as shown on the plan hereto attached and made a part here of; located in the Township of _____, County of _____, Commonwealth of Pennsylvania, in Deed Book _____ Page _____, for the purpose of free ingress, egress and regress to and for said PPL, its successors, assigns, lessees, licensees, tenants, agents, workmen, employees, contractors and subcontractors, together with necessary motor vehicles, equipment and other apparatus at all times within the period of time required for the construction and maintenance activities of a PPL transmission facility; also the right to cut down and trim any trees, brush or other undergrowth upon, along or adjacent to said temporary access roadway which in the judgment of said PPL, may at any time interfere with the construction, maintenance or use of said temporary access roadway.

PPL agrees that it will repair any damage to the Property that was a direct result of this Agreement and restore the Property to its prior condition within a reasonable period of time upon completion of its construction and maintenance activities.

WITNESS his/her/their/its hand and seal this _____ day of _____, 20_____.

Witness:

Grantor:

Prepared by and return to:
PPL Electric Utilities Corporation

Attn:

Phone:

Address: 2 North 9th Street GENN4
Allentown, PA 18101

Parcel ID#:

ACCESS ROAD EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That Landowner Name, with an address of Landowner Address, hereinafter referred to as **(GRANTOR)**, in consideration of the sum of Ten Dollars (\$10.00) and other consideration, paid at the date hereof by PPL Electric Utilities Corporation, hereinafter referred to as **(PPL)**, the receipt whereof is hereby acknowledged, do hereby for **GRANTOR** and **GRANTOR's** heirs, executors, administrators and assigns, irrevocably grant and convey unto **PPL**, its successors, assigns, lessees or licensees, the right, liberty and privilege of constructing and maintaining, at **PPL's** convenience, together with the free and uninterrupted use of and passage in and along a permanent access road as shown on the plan dated _____, Drawing Number _____, hereto attached and made a part hereof; generally _____ feet in width, in addition to a temporary width of _____ feet for construction purposes, extending in a _____ direction from _____ through the property which **GRANTOR** owns or in which **GRANTOR** has an interest situate in the Township/Borough of _____, County of _____, Commonwealth of Pennsylvania, in Deed Book _____, Page _____, for a distance of approximately _____ feet to the property line of lands now or formerly of _____, together with free ingress, egress and regress to and for **PPL**, its successors, assigns, lessees, licensees, tenants, agents, workmen, employees and contractors, with necessary motor vehicles and other apparatus at all times for any and all purposes, into, along, upon and out of said access road; also the right to cut down and trim any trees, brush or other undergrowth upon, along or adjacent to said access road which in the judgment of **PPL**, its successors, assigns, lessees and licensees, may at any time interfere with the construction, maintenance or use of said access road.

WITNESS his/her/their/its hand and seal this _____ day of _____, 20_____.

Witness:

Grantor:

Exhibit 3 - Permanent Access Road Agreement 1.31.2022

COMMONWEALTH OF _____)
: SS
COUNTY OF _____)

I HEREBY CERTIFY that on the _____ day of _____, 20____, before me, a Notary Public for the Commonwealth aforesaid, commissioned for the residing in the Township/Borough of _____ County of _____, personally appeared the above named Landowner Name, and acknowledged the following instrument to be his/her/its act and deed, and desired the same to be recorded as such.

WITNESS my hand and notarial seal the day and year aforesaid.

Notary Public

Exhibit 5 - Title Requirements 1.31.2022

Abstract Requirements Documents for 125 year searches:

1. One (1) Full copy of all document in the following order:
 - Abstract Cover Sheet
 - Assessment information
 - Tax Maps
 - Subdivision plan(s) recording information referenced, cover sheet and site plan
 - Current Deed
 - Chain of title deeds (present first in order)
 - Adverse conveyances
 - Outstanding Fiduciary interest
 - Open Mortgages (we do not need satisfied mortgages)
 - Judgments, Liens, Pending Civil Action, Lis Pendens
 - Miscellaneous (Right of ways, conservation easements, etc.)

2. Electronic copy which can be sent to PPL's FTP site: <https://files2u.golweb.com/>

3. The cover sheet should highlight items that may be an immediate concern:
 - a. Environmental deed restriction or covenant in compliance with the Uniform Environmental Covenants Act (UECA) of 2007.
 - b. A Post Construction Stormwater Management (PCSM) Instrument Filing Notice in compliance with 25 Pa. Code §§ 102.7 and 102.8(m).
 - c. Any evidence of Bankruptcy filed to any Judgments, State or Federal Tax Liens or pending Civil Action cases.
 - d. Active Estate Administration
 - e. Federal farming easements (USDA) and county conservation easements
 - f. Superfund sites
 - g. Active foreclosures, tax sale, sheriff sales, etc.
 - h. Judgments and Liens, if not satisfied
 - i. Unpaid back taxes and Inheritance and Estate Taxes
 - j. Quitclaim deeds

4. Title search requests should be fulfilled within 2-3 weeks unless a time extension has been granted.

BY REV'D APPR.



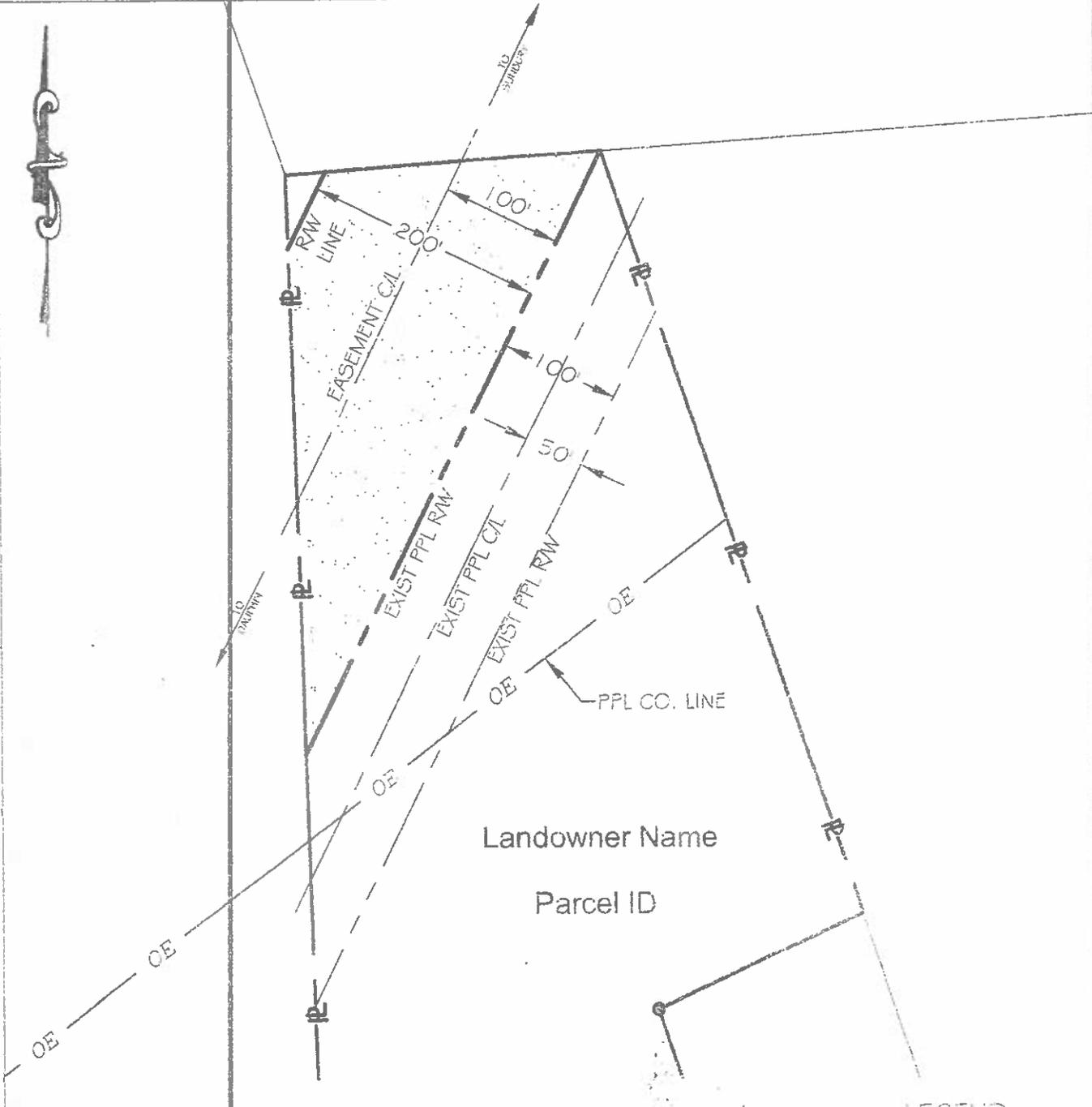
REVISION

ECN/FCN

ACCT.

DATE

NO.



Landowner Name

Parcel ID

PPL RIGHT OF WAY
 Agreement Dated _____
 Copy of this Plan Received By _____
 Date _____

NOTE: FOR EXACT LOCATION OF RW AND/OR FACILITIES WITHIN THE RW, CONTACT THE LOCAL PPL ELECTRIC UTILITIES CORPORATION OFFICE.

LEGEND
 REBAR



ACCT.-	[Document Name]
ECN #-	PLAN SHOWING ELECTRIC LINE RIGHT OF WAY OVER PROPERTY OF
SCALE-	Landowner Name
BY-	DEED BOOK , PAGE [County Name], [State]
REV'D-	[Locality Name]
DATE	APPROVAL DATE
NO.	

[Document Name]		PPL ELECTRIC UTILITIES	
AC	A	DRAWING NO.	SHEET NO.
CAD ID	FORMAT		REVISION

Form 4861 (2/2013)



ADDITIONAL CONSIDERATION AGREEMENT

TO BE RECEIVED BY Landowner Name, whose address is Landowner Address,
Parcel ID _____, from **PPL ELECTRIC UTILITIES CORPORATION** for the
sum of _____ Dollars and 00/100 (\$) being additional
consideration for electric and communication line, and facilities upon and over property
which he/she/they/it own(s) or in which he/she/they/it has/have an interest in _____
Township, _____ County, Pennsylvania, the original privileges for which were granted to
said Company in an agreement executed by Landowner Name under the date of
_____.

WITNESS his/her/their/its hand and seal the day and date first above written.
Signed, sealed and delivered in the presence of:

RECEIVED _____, 20____ from PPL Electric Utilities for the sum
of _____ Dollars and 00/100 (\$) in full payment for the
further consideration above mentioned.



Transmission Standard
Form 5474

Real Estate, Right of Way Acquisition and Permitting
Requirements and Procedures for Independent Power
Producers

Revision: 00
Effective Date: 07/17/2018
Sheet 1 of 2

PPL Electric Utilities Corporation's ("PPL") Real Estate, Right of Way
Acquisition and Permitting Requirements and Procedures for Independent
Power Producers

Contributing Parties:

	Signature	Department	Date
		<i>Primary Group</i>	
Preparer:		Trans Siting/ROW/Permits/RE	7/17/18
Reviewer:		Trans Siting/ROW/Permits/RE	7/17/18
Approver:		Trans Siting/ROW/Permits/RE	7/17/18

Interfacing Groups

Group 1:			
Group 2:			
Group 3:			
Group 4:			

Document Information:

Location Code: General Office - GENN4

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**Transmission Standard
Form 5474
Real Estate, Right of Way Acquisition and Permitting
Requirements and Procedures for Independent Power
Producers**

Revision: 00
Effective Date: 07/17/2018
Sheet 2 of 2

Record of All Issued Revisions

Revision	Pages	Section	Description	Issue Date
00	All	All	Initial Issue	07/17/2018

Primary Distribution

PPL Electric Utilities Corporation's ("PPL") Real Estate, Right of Way Acquisition and Permitting Requirements and Procedures for Independent Power Producers

PURPOSE

To inform potential Independent Power Producer developers ("IPP" or "Developer") of PPL's technical standards, requirements, and procedures for the acquisition and permitting of real estate ("RE") and right-of-way ("ROW") in connection with the IPP exercising its option to build Transmission Owner ("TO") equipment and facilities.

PPL'S PERFORMANCE OF RE AND ROW ACQUISITION

PPL's Real Estate team has a proven track record of successfully acquiring needed RE and ROW for PPL's transmission projects. PPL's teams and processes are scalable to meet the demands of both large and small projects. As a public utility, PPL can exercise the power of eminent domain when justified by public need, and is also generally exempt from municipal zoning, subdivision, land development, and building code regulations. This results in PPL being able to complete projects in a more efficient and cost effective manner as compared to non-public utility entities. For inquiries, or to request additional information on how PPL can assist the IPP with its RE and ROW acquisition process please contact PPL's Transmission Real Estate and Right-of-Way Supervisor.

SCOPE OF WORK FOR DEVELOPERS

Should Developer choose to self-perform the acquisition of RE and ROW for its project, it will be responsible for acquiring such rights in accordance with the terms of the standards, requirements, and procedures of this document, and PPL's Siting Requirements for IPP's available on the PJM website (collectively "PPL Policies"). The PPL Policies will govern the Developer's activities in negotiating and securing all RE and ROW, including, but not limited to access roads, transmission and distribution facilities required for the project. Should Developer acquire any ROW or RE in a manner that violates the PPL Policies it shall be the Developer's responsibility, at its sole cost and expense, to cure the violation prior to transferring the ROW or RE rights to PPL. If Developer is unable or unwilling to cure the violation of PPL Policies, PPL shall be relieved of all obligations to accept the transfer of ownership of the ROW or RE which would have otherwise been required under the applicable Interconnection Construction Services Agreement ("CSA").

ROW ACQUISITION

1. **General ROW Acquisition Requirements** – Developer shall acquire ROW in accordance with PPL Policies. ROW acquisition is only appropriate for transmission lines.

distribution lines, and access roads. PPL requires that substations and switchyards be located on land that will be transferred to PPL in fee simple absolute ownership.

2. Form of Easement – Developer shall acquire the ROW by using an easement substantially similar to the form easement attached hereto as Exhibit “1”, and incorporated by reference herein (“PPL Form Easement”). It is PPL’s preference that Developer obtains the ROW in the name of PPL. However, if Developer obtains the ROW in its own name, it must ensure that it has the full right and authority to assign and transfer the ROW to PPL. Developer is not permitted to make any change or alteration to the PPL Form Easement without the prior written approval of PPL, in PPL’s sole judgment and discretion. In the event that the Developer must acquire ROW, crossings, occupations, or licenses from any state or federal agency (State Game Lands, DCMR, Appalachian Trail, National Park Service, etc.) or railroad (collectively “Agency”) along the proposed route, Developer must obtain PPL’s written approval prior to agreeing to any terms and conditions with the Agency. In the event that Developer secures rights in the form of a license agreement with an Agency, Developer shall prepay for a fifty (50) year term.

3. Siting Approval – Developer must submit a siting application consistent with PPL’s Policies for PPL’s review and approval before contacting any landowners to acquire ROW. PPL shall have thirty (30) days to review and provide comment to Developer’s siting application. Developer must resolve all of PPL’s comments, to PPL’s satisfaction, before contacting landowners and acquiring ROW. The siting application must include the following:

- a. Analysis of at least two (2) alternative routes, and justification for selection of the preferred route.
- b. Maps and drawings showing the location of the proposed ROW, including depictions of proposed access roads, pull pads, and temporary work spaces. ROW width shall be governed by PPL’s standards and are as follows: i) 100ft – 69kV, ii) 100ft – 138kV, iii) 150ft – 230kV, and iv) 200ft – 500kV.
- c. List of all property owners, including addresses, of those individuals and entities from which Developer will be seeking ROW agreements.
- d. List of all culturally sensitive areas, including churches, cemeteries, schools, parks, and historic sites to be affected by the proposed ROW.

4. Landowner Negotiation and Due Diligence –

- a. In all dealings with landowners Developer shall use ethical business and negotiation practices. Developer shall keep a contact diary recording every interaction that Developer has with a landowner. Every thirty (30) days after landowner negotiations have begun Developer shall provide PPL with a copy of its contact diaries. Within ten (10) days after the ROW has been recorded Developer shall provide PPL a copy of the final contact diary for the landowner.

- b. PPL must approve in writing any Landowner special requests (e.g., call before entering, enter at a certain location, stay off land on a specific date) to be included in the ROW agreement. All approved special requests must be documented on a Special Conditions Spreadsheet for tracking and preservation.
- c. Developer shall, at its sole cost and expense, obtain a standard 100 year title search ("Title Report") for each property over which it pursues a ROW agreement. Developer shall provide PPL, for its review and approval, the applicable Title Report prior to executing any ROW agreement with a landowner. Developer shall resolve all of PPL's comments to the Title Report, to PPL's satisfaction in its sole discretion, before executing any ROW agreement. If Developer is unable or unwilling to resolve PPL's comments to the Title Report PPL shall be released from any obligation under the CSA to accept ownership of the ROW.
- d. Developer shall be responsible, at its sole cost and expense, for obtaining all Permits and Approvals (hereinafter defined) for the ROW in accordance with the Permitting Requirements stated in this document.

5. Execution and Recording –

- a. Developer shall provide PPL, for its review and approval, the final execution version, including all exhibits, of the ROW agreement ten (10) days in advance of having the landowner execute the ROW agreement.
- b. The ROW agreement shall not list the consideration paid to the landowner. Developer shall have the landowner execute a separate Additional Consideration Form which should list the amount paid for the ROW, and an acknowledgement from the landowner that landowner has received said payment. The Additional Consideration Form shall be provided to PPL within five (5) days of execution of the ROW agreement.
- c. Developer shall provide proof, to PPL's satisfaction, that the landowner has the full right and authority to grant the ROW. Developer shall provide this proof of authority ten (10) days in advance of having the landowner execute the ROW agreement.
- d. Developer shall be responsible, at its sole cost and expense, to record the ROW agreement. Developer shall provide PPL proof of recording within ten (10) days after recording. In the event Developer obtained the ROW in its name Developer shall be responsible for executing a written assignment of the ROW to PPL, and be responsible for recording the assignment. Developer shall provide PPL proof of recording the assignment within ten (10) days after recording.

- e. Within thirty (30) days of recording the ROW agreement and/or assignment, Developer shall provide PPL a copy of its entire ROW acquisition file.

ACQUISITION OF REAL ESTATE IN FEE SIMPLE

1. General RE Acquisition Requirements - Developer shall acquire RE in accordance with PPL Policies. PPL's approval of Developer's option to build and acquire RE is expressly conditioned on Developer complying with PPL's Policies. Developer acknowledges that actions it takes during the RE acquisition process can create obligations that run with the land in perpetuity and that the PPL Policies are reasonable to protect PPL's interest as the ultimate owner of the property. Should Developer violate any of the PPL Policies PPL shall be relieved of all obligation to take ownership of the RE under the CSA.

2. Siting Approval - Developer must submit a siting application consistent with PPL's Policies for PPL's review and approval before contacting any landowners to acquire RE. PPL shall have thirty (30) days to review and provide comment to Developer's siting application. Developer must resolve all of PPL's comments, to PPL's satisfaction, before contacting landowners and acquiring RE. The siting application must include the following:

- a. Analysis of at least two (2) alternative sites, and justification for selection of the preferred site.
- b. Maps and drawings showing the location of the proposed site, including depictions of proposed road access.
- c. List of all property owners, including addresses, of those individuals and entities from which Developer will be seeking RE.
- d. List of all culturally sensitive areas, including churches, cemeteries, schools, parks, and historic sites to within three hundred (300) feet of property to be acquired.

3. Landowner Negotiations –

- a. In all dealings with landowners Developer shall use ethical business and negotiation practices. Developer shall keep a contact diary recording every interaction that Developer has with a landowner. Every thirty (30) days after landowner negotiations have begun Developer shall provide PPL with a copy of its contact diaries. Within ten (10) days after closing on the RE Developer shall provide PPL a copy of the final contact diary for the landowner.
- b. Developer shall provide PPL, for its review and approval, a copy of the proposed agreement of sale ten (10) days in advance of executing the agreement of sale with the landowner. Developer shall not agree to any terms which would allow the landowner to reserve any rights on the Property (hereinafter defined) ultimately to be transferred to PPL.

4. Clear Title –

- a. Developer shall, at its sole cost and expense, obtain a standard 100 year title search (“Title Report”) for each parcel of RE it intends to transfer to PPL (“Property”). Developer shall provide PPL, for its review and approval, the applicable Title Report ninety (90) days in advance of Developer closing on the Property with landowner. PPL shall have thirty (30) days to provide Developer its comments and objections to the Title Report. Developer shall resolve all of PPL’s comments and objections to the Title Report, to PPL’s satisfaction in its sole discretion, before closing on the Property. If Developer is unable or unwilling to resolve PPL’s comments and objections to the Title Report PPL shall have the option to be released from any obligation under the CSA to accept ownership of the Property, or to accept what title Developer can give provided that Developer provide PPL an indemnification agreement, as contemplated by the CSA, indemnifying PPL from any liability or obligations imposed by the encumbrances Developer was unable to remove.
- b. The Title Report shall include an ALTA survey, prepared and stamped by a licensed professional surveyor, depicting all easements and encumbrances located on the Property.
- c. The Title Report shall include a copy of all leases on the Property. PPL will not accept the Property unless all of the leases on the Property are terminated prior to Developer transferring the Property to PPL.

5. Environmental and Site Due Diligence –

- a. Developer shall, at its sole cost and expense, provide PPL a copy of the Phase I environmental study performed on the Property. The Phase I shall be provided to PPL ninety (90) days in advance of Developer closing on the Property with the landowner. PPL shall provide its comments to Developer within thirty (30) days of receiving the Phase I from Developer. Developer shall upon PPL’s request perform a Phase II environmental study if PPL determines, in its sole discretion, that additional investigation is warranted. Developer shall remediate, at its sole cost and expense, all environmental issues identified in the Phase I and Phase II environmental studies prior to transferring the Property to PPL.
- b. Developer shall, at its sole cost and expense, obtain a geotechnical study (“Geotech Study”) for the Property. Developer shall provide PPL, for its review and approval, the applicable Geotech Study ninety (90) days in advance of Developer closing on the Property with the landowner. Developer shall resolve all of PPL’s comments to the Geotech Study, to PPL’s satisfaction in its sole discretion, before closing on the Property. If Developer is unable or unwilling to resolve PPL’s comments to the Geotech Study PPL shall be released from any obligation under the CSA to accept ownership of the RE.

- c. It is understood and agreed that Developer and Developer's agents, representatives, engineers, contractors and subcontractors shall from time to time from after the full execution of the agreement of sale to purchase the Property, be required to enter the Property for the purposes of inspection, survey, taking of measurements, marking of test borings, preparation of plans or other tests of surface and subsurface conditions or other environmental and other studies or appraisals, and generally for the ascertainment of the condition of the Property and the obtaining of such information and data as PPL may deem necessary or advisable. Developer shall, (a) defend and save harmless PPL from, and indemnify PPL against, any liability or expense for injuries to or death of persons or damage to property arising from the exercise of Developer's due diligence activities by Developer or its employees, agents or contractors. More specifically, Developer shall indemnify, protect, defend and hold PPL harmless from any and all liens, losses, liabilities, claims, demands, damages, costs and expenses arising out of or relating to Developer performing due diligence investigations on the Property.

6. Permits and Approvals –

- a. Developer shall be responsible, at its sole cost and expense, to obtain all applicable permits and approvals to acquire the Property, construct the improvements to be located thereon, and transfer the Property to PPL (collectively "Permits and Approvals"). The Permits and Approvals shall include, but not be limited to, any and all zoning, subdivision, land development, stormwater, highway occupancy, and building code approvals.
- b. Developer shall fifteen (15) days in advance of the initial submission to the applicable governmental reviewing agency, and five (5) days in advance of any subsequent submission provide to PPL a copy of any and all plans and submissions associated with the applications for the Permits and Approvals (collectively the "Plan"). PPL shall provide Developer with comments, to the initial submission of the Plan within five (5) days and any subsequent submissions within two (2) days. Developer shall also provide to PPL copies of any engineer review letters relating to its Plan, any other review or comment letters relating to Developer's Plan and all of Developer's responses thereto. PPL shall provide Developer with comments, to such submissions within five (5) days and any subsequent submissions within two (2) days. Developer shall provide PPL with a copy of any draft resolutions of approval of Developer's subdivision and land development plan so that PPL may determine whether Developer's approval will have an impact on PPL's future ownership of the Property and PPL shall provide Developer with comments, if any, to such submissions within five (5) days and any subsequent submissions within two (2) days. If Developer fails to timely provide PPL any Plan or submission referenced in this paragraph, or if any of PPL's comments to the Permits and Approvals are not resolved to PPL's satisfaction, in PPL's sole discretion, PPL

shall be relieved of its obligation to take ownership of the Property under the CSA.

- c. Developer shall comply, at its sole cost and expense, with the Permitting Requirements stated in this document.

7. Closing –

- a. Closing to transfer the Property from Developer to PPL shall occur at a time consistent with the requirements of the CSA, but in any event, shall not occur prior to the Permits and Approvals having been issued, closed, and the expiration of the applicable appeal and maintenance periods.
- b. Possession is to be given at the time of Closing by delivery of a special warranty deed conveying the Property from Developer to PPL.
- c. Taxes shall be apportioned pro rata for the Property as of date of closing, which apportionment shall be based upon the actual fiscal years of the taxing authorities for which the subject taxes are levied.
- d. It is understood and agreed that all closing costs, including, but not limited to, transfer taxes imposed by any governmental body shall be paid by Developer.
- e. Developer shall give a good and marketable title and such as will be insured by any reputable title insurance company at regular rates.
- f. Risk of loss shall remain on Developer until closing.
- g. Developer agrees to execute and/or deliver to PPL at closing any and all affidavits and documentation required by PPL's title insurance company or required by law.
- h. Deed preparation and acknowledgement are to be paid by Developer.

PERMITTING REQUIREMENTS

1. General Permitting Requirements –

- a. When Developers select the "Option to Build" in the PJM Generator Interconnection process for which PPL will take ownership, PPL has a legitimate and vested interest on behalf of itself and its customers in ensuring the proper environmental permitting and compliance actions occur on both fee owned RE and within ROW that will ultimately be turned over to PPL as part of the IPP's project development. Proper environmental permitting and environmental compliance affects customer satisfaction, environmental

stewardship, regulatory relations, and ensures that PPL and its customers are not exposed to unnecessary legal and operational costs in the short and long term.

- b. As part of the project development, Developer is responsible for conducting a proper environmental assessment and obtaining all required Permits and Approvals in compliance with all local, county, state, and federal environmental regulations and best management practices ("BMPs"), including but not limited to, Pennsylvania Code Title 25 §§ 102, 105, and 106 regulations, Pennsylvania's Solid Waste Management Act, Clean Fill Policy, and Oil Pollution Act. The Environmental compliance and permitting work shall be consistent with PPL's guidelines contained herein.
- c. PPL strongly recommends that Developer engage a consulting firm experienced in permitting electric utility high-voltage facilities in Pennsylvania to assist in the process.
- d. At the conclusion of the construction project, and before PPL takes ownership, the Developer shall coordinate a site review with the PPL environmental compliance representative. The Developer shall invite the PPL environmental representative to a final project closure walk down to sign-off on all environmental aspects before the final regulatory permit closure documents are processed and before Project is turned over to PPL for operation.

2. Guidelines for Environmental Permitting Substation/Switchyard Sites and Transmission Lines --

- a. **Environmental Permitting** - The following concepts shall be considered when developing all Permit and Approvals Plans. Developer is responsible for identification, development of permitting packages, and acquisition of all required permits as well as compliance with all applicable laws, including environmental regulations. Any and all permit fees will be paid by Developer. Unless otherwise agreed to by PPL, the following concepts shall be applied to all permit packages:
 - i. To the extent practical, existing roads will be used to access the ROW.
 - ii. Stormwater controls shall NOT be directly connected to any government stormwater system. In short, there shall not be a piped connection from any on-site stormwater control to a government owned/operated stormwater system.
 - iii. Developer shall not use any vegetation as a credit for stormwater credits/calculations.

- iv. Complex stormwater management systems shall be avoided. The stormwater flows shall all be gravity flows and no use of pumps or lift stations allowed unless specifically approved by PPL in writing.
- v. All required stormwater easements will be obtained and transferred to PPL as part of the transfer of ownership of the RE or ROW.
- vi. PPL will accept the Developer using public utility waivers for public utility environmental permitting.

b. Mitigation Plan – Protected Species, Wetlands and Streams –

- i. To the extent the site development and permitting requires offsetting mitigation, the Developer will either:
 - 1. Purchase applicable offsetting credits from a third party; or
 - 2. Develop, monitor, and maintain offsets on land owned and maintained by Developer or their assignee. The mitigation site(s) (e.g. wetland mitigation, habitat mitigation/restoration, stream enhancement, etc.) is not to be part of the final Property to be transferred to PPL. Developer shall enter into a contractual arrangement with PPL obligating Developer to maintain the mitigation site in perpetuity.
- ii. PPL shall not accept ownership or any obligation to manage mitigation sites unless it is agreed to by PPL in writing.

c. Post Construction Stormwater Maintenance “PCSM” – Developer shall incorporate the following considerations into all PCSM Plans:

- i. To the extent possible, permanent PCSM obligations, when required, will be minimized. Permanent PCSM’s will only be allowed on fee-owned substation/switchyard properties to be transferred to PPL.
- ii. If PCSM obligations in the Permits and Approvals application will require monitoring more frequently than twice per year, and after significant rain events, PPL approval in writing will be required.
- iii. All linear projects (i.e. transmission line rebuild/builds) shall be permitted such that restoration is the only PCSM requirement. There shall be no ongoing or permanent PCSM or other long term permit obligations utilized with a transmission corridor or ROW without express written agreement by PPL.

- d. **Government Contacts** - It is advisable to meet with municipal, county, state, and Federal regulatory/permitting officials. These meetings should be held early in the process before permits are developed and submitted. These meetings have several benefits including providing valuable information on local permitting expectations and establishing lines of communication with the Developer.
- e. **Permit Closure** - Prior to acceptance of any RE, ROW, or facilities by PPL, Developer shall close all open Permits and Approvals. A closed Permit and Approval shall mean the time after applicable appeal periods have closed, and after the expiration of any applicable maintenance periods. The developer shall also provide PPL the following:
 - i. A copy of all final Permits and Approvals. At a minimum, Developer shall provide a single (full size and color) paper copy and a PDF of each document.
 - ii. A copy of the approved "As Built" permit drawings.
 - iii. Copies of documentation of the PCSM compliance.
 - iv. Copies of all stormwater easements, including recording information.
 - v. Copies of the executed Notice of Termination (NOT) that were filed and approved by the regulator. The NOT shall include all exceptions/findings noted during the final site inspection that will be addressed by Developer prior to PPL accepting the RE, ROW, and/or facilities, and proof that all co-permittees have been removed from the permit.

3. Guidelines for Environmental Compliance –

- a. **Spill Prevention Control and Countermeasure ("SPCC")** – The Federal Oil Pollution regulations in 40 CFR § 112 require that certain facilities that store or use oil on-site prepare a SPCC plan. Developer shall ensure compliance with the applicable regulations and alert PPL when any RE, ROW or facility to be turned over to PPL is being designed that will have a total of 1,320 gallons of oil storage (including storage of oil in electrical equipment), or a change in oil filled equipment for an existing facility. If required, Developer shall develop and issue the SPCC plan prior to the project's "in service" day, in compliance with all applicable laws. A digital copy of the plan shall be provided to PPL in a form that is editable (e.g. MS Word). PPL will not accept ownership of the RE, ROW or facility without this plan issued unless written permission is received from PPL.
- b. **Emergency Planning and Community Right-to-Know Act ("EPCRA")** - Developer and PPL are required to comply with many environmental regulations dealing with chemical tracking, storage, and reporting after construction is complete and

the site "operational". The Emergency Planning and Community Right-to-Know Act was created to help communities plan for emergencies involving hazardous substances. Developer shall ensure full compliance with EPCRA by ensuring that a complete listing of all Tier II chemicals permanently on-site (e.g., battery acid).

This instrument solely grants, vests or confirms a public utility easement.

Prepared by and return to:
PPL Electric Utilities Corporation

Attn:

Project:

Phone:

Address: 2 North 9th Street GENN4
Allentown, PA 18101

Parcel ID#:

Grant of Public Utility Easement

KNOW ALL MEN BY THESE PRESENTS, That _____

_____ hereinafter referred to as "GRANTOR", in consideration of the sum of One Dollar (\$1.00) and other consideration, paid at the date hereof by PPL ELECTRIC UTILITIES CORPORATION, hereinafter referred to as "PPL", the receipt whereof being hereby acknowledged, and in lieu of condemnation, does hereby irrevocably grant and convey unto PPL, its successors, assigns and lessees, the right to construct, operate and maintain, and from time to time to reconstruct its overhead and underground electric transmission, distribution and communication lines, including but not limited to such poles, towers, guys, anchors, cables, wires, fiber optics, fixtures and apparatus above and below ground, hereinafter referred to as "PPL Facilities", for PPL's use only, that may be from time to time necessary for the convenient transaction of the business of PPL, its successors, assigns and lessees, upon, across, over, under, along and within strip(s) of land _____ feet in width, as shown on the plan attached hereto as Exhibit "A" and incorporated by reference herein ("Easement Area"), said Easement Area being a part of the property which GRANTOR owns, or in which GRANTOR has any interest in the _____ of _____, County of _____, Commonwealth of Pennsylvania (as further described in certain deed dated _____ and recorded in the Office for Recording of Deeds in and for _____ County in _____ Book _____ Page _____) (the "GRANTOR property")

including the right of ingress and egress over and across the GRANTOR Property to and from the Easement Area at all times for any of the purposes aforesaid; also the right to cut down, trim, remove and to keep cut down and trimmed by mechanical means or otherwise, any and all trees, brush or other undergrowth now or hereafter growing on or within the Easement Area, as well as the right to cut down, trim and remove and to keep cut down and removed any and all trees

adjoining or outside of the Easement Area which in the judgment of PPL, its successors, assigns and lessees, may or could potentially at any time interfere with the construction, reconstruction, maintenance or operation of the PPL Facilities or menace the same, and in connection therewith, the right to remove, if necessary, the root systems of said trees, brush or other undergrowth, and to treat said brush and undergrowth with herbicides labeled to allow their use for the removal and control of said vegetation.

And further, in consideration of said payments, GRANTOR does hereby understand, covenant and agree to and with PPL, its successors, assigns and lessees, that no buildings, swimming pools or any other improvements or structures whatsoever shall be built, constructed or placed on, under or within the Easement Area; that no flammable or explosive materials of any kind shall be stored on, under or within the Easement Area; and that PPL, its successors, assigns and lessees, shall be informed of any proposed changes in use of the land, or changes in grade under or within the Easement Area.

It is further understood and agreed that PPL, its successors, assigns and lessees, shall not be limited in its or their enjoyment of the rights hereby granted for such PPL Facilities as may be first constructed in the Easement Area, but shall have, at all times in the future, the right to construct, operate and maintain, and from time to time to reconstruct, additional PPL Facilities of any type necessary for the convenient transaction of the business of PPL upon, across, over, under, along and within the Easement Area.

This Grant of Public Utility Easement shall be binding on GRANTOR and PPL and his/her/their/its heirs, executors, administrators, successors and/or assigns.

IN WITNESS WHEREOF, the undersigned has caused the execution hereof, this _____ day of _____, 20____.

Witness
By:

Commonwealth of Pennsylvania)
: SS
County of _____)

On this _____ day of _____, 20____, before me, the undersigned officer, personally appeared

known to me (or satisfactorily proven) to be the person(s) whose name(s) _____ subscribed to the within
instrument and acknowledged that _____ executed the same for the purposes therein contained.

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

Notary Public

PPL Right of Way Use Guidelines

This list of Right of Way Use Guidelines addresses the most common requests received by PPL Electric Utilities Corporation (PPL). It is not exhaustive and does not address all restrictions and possible situations. This list is intended to protect PPL's ability to operate and maintain its facilities, without interference, consistent with its right of way rights; to reduce the risk of damage to PPL facilities; to allow unencumbered access to PPL right of way; and to protect the safety of the public and utility line workers. This list is subject to change at any time and without notice. This list and allowing encroachments in no way waives any of the rights PPL reserved in the right of way and/or building restriction area grants applicable to each property. All proposed improvements and activities within the PPL transmission right of way and/or building restriction area shall be reviewed by the Transmission Right of Way Department and approved in writing prior to any activities within the right of way and/or building restriction area. PPL requires that property owners submit the attached encroachment application and applicable fee with the required documentation before the review process will begin. Contact the Transmission Right of Way Department with any additional questions concerning the rights of way. It is the Applicant's responsibility to apply to other utilities that may exist within the right of way.

Topic	Design Criteria
Burning - yard waste, bon fires, etc.	Not permitted
Debris/Waste - including piles, landfills, refuse and garbage etc.	Not permitted
Decks - above ground	Not permitted
Decks and Patios - at grade	<ul style="list-style-type: none"> • May not violate NESC, OSHA and PPL clearances as determined by PPL pose a safety concern, inhibit access or otherwise effect PPL's use of the right of way. • Vertical elements may not exceed 3 feet above grade. • No roofs or permanent awnings permitted. • May not extend more than 15 feet into the right of way.
Driveways	<ul style="list-style-type: none"> • Must not be located closer than 25 feet to PPL facilities. • Design for HS 25 loading. • Designed to cross as close to perpendicular to the right of way as practical. • Approved for PPL access.
Farming - annual crops	<ul style="list-style-type: none"> • Irrigation - refer to "Irrigation System" below. • Activities must not cause erosion within the right of way. • Using farm equipment under high voltage lines (especially 500 kV), special operating conditions will be required for the equipment to reduce or eliminate static voltages induced by these lines. • Farmer shall be responsible for maintaining all required clearances including NESC, OSHA and PPL clearances as determined by PPL, from PPL facilities (poles, towers, guy wires, conductors, etc.) and shall be responsible for all damage to PPL facilities.
Farming - trees and orchards	<ul style="list-style-type: none"> • Must be a compatible species (see "Vegetation" below), planted in the border zone (10 feet outside the outer most conductor) and may not exceed 10' in height at maturity. • Must not prevent access to PPL's facilities or interfere with safe, reliable operation/maintenance of PPL's facilities. • Vegetation that is not in compliance is subject to removal without notice or compensation. • Refer to PPL vegetation specs.
Fences and Gates	<ul style="list-style-type: none"> • Shall not exceed 10 feet in height. • All metallic parts must be grounded to industry standards to eliminate static buildup. • Shall not impede access to PPL's facilities. • Must be of the semi-solid variety to permit visibility. • Single strand (one cable or chain) is not acceptable. • Shall have 14 foot gated opening or removable sections as required to maintain access to PPL's facilities. • No fences shall be constructed parallel under the conductors. • Gates must have a SD lock supplied by PPL.
Flammable or Explosive Material Storage	Not permitted
Fueling of Vehicles	Not permitted
General Grading	<ul style="list-style-type: none"> • Grading must be at least 25 feet from any PPL facility and meet PPL approval. • Grading slope may not be steeper than 4:1. • Grading may not violate NESC, OSHA and PPL clearances as determined by PPL pose a safety concern, inhibit access or otherwise effect PPL's use of the right of way. • Grade changes in excess of 1 foot require PPL approval.
Grazing of Livestock	<ul style="list-style-type: none"> • No permanent feeding or water facilities are allowed within the right of way (no foundations).

Topic	Design Criteria
Irrigation Systems - Agricultural and/or Landscape	<ul style="list-style-type: none"> • Water shall not discharge onto the right of way and/or building restriction area. • All irrigation heads must be located outside the right of way. • All irrigation piping crossing the right of way shall not terminate in such a manner as to allow the water to surface within the right of way and/or building restriction area, shall be designed to withstand HS 25 loading and shall be located at least 25 feet from any PPL facility. • All facilities shall be visibly marked where they enter and leave the right of way. • No irrigation spray or drip will be permitted within the wire zone (the wire zone is the area directly under the conductors plus 10 feet). • All pumping locations will have emergency shut off valves or switches for use by PPL and their contractors. Emergency shut off valve or switch shall be clearly marked in the field. • No irrigated water will directly or indirectly spray any structure, overhead conductors, access roads or any PPL facilities. • Irrigation shall not cause erosion or ponding of water within the right of way. • Shall not restrict access to PPL facilities. • May not violate NESC, OSHA and PPL clearances as determined by PPL, pose a safety concern, inhibit access or otherwise effect PPL's use of the right of way
Lighting	<ul style="list-style-type: none"> • Lighting structures may not violate NESC, OSHA and PPL clearances as determined by PPL, pose a safety concern, inhibit access or otherwise effect PPL's use of the right of way. • Lighting structures shall be adequately grounded per code. • Lighting structure shall not exceed 15 feet in height and must be 25 feet horizontally from the outer-most conductor
Logging	<ul style="list-style-type: none"> • Trucks must remain a minimum of 25 feet from all PPL facilities, including but not limited to poles, towers, guy wires, conductors • All logging staging/loading areas must be located outside the right of way to allow adequate clearance to PPL facilities. • Logging activities shall not cause erosion or damage PPL's facilities or access roads. • Loggers shall be responsible for maintaining appropriate clearances from PPL facilities including conductors/wires.
Mining and Quarrying	Not permitted
Parking - cars, vans and SUVs	<ul style="list-style-type: none"> • Paved parking areas/lots shall be designed for HS 25 loading. • Parking within 25 feet of PPL facilities shall have PPL approved bollards or protective barriers. • Parking shall not restrict access to PPL's facilities. • Curb cuts shall be installed where requested by PPL to maintain access to PPL facilities.
Parking - large vehicles including tractor trailers, commercial vehicles, trailered boats, buses and RVs, etc.	Not permitted
Paths - equestrian, biking and walking	<ul style="list-style-type: none"> • Must not prevent access to PPL facilities. • Paved paths shall be designed to withstand HS 25 loading. • No path shall be constructed within 25 feet of any PPL facility.
Permanent Buildings - manufactured/mobile homes, pole barns and sheds on foundations	Not permitted
Playground Equipment - jungle gyms, sliding boards, swing sets, trampolines, etc.	<ul style="list-style-type: none"> • Equipment must be 25 feet horizontally from the outer-most conductors. • Shall not exceed 10 feet in height. • All metallic parts shall be adequately grounded to industry standards to eliminate static buildup • All equipment must meet or exceed NESC, OSHA and PPL clearances determined by PPL. • Prohibited in 230 kV and greater right of way corridors. • All equipment must be moveable.
Ponds, Lakes and Wetlands - man made	Not permitted

Topic	Design Criteria
Railroads	<ul style="list-style-type: none"> •Must meet NESC, OSHA and PPL clearances as determined by PPL, railroad shall be responsible for costs associated with additional clearances. •Shall not impede access to PPL facilities. •New communication and signal systems shall utilize insulated cable. •Appropriate remedial actions are required for open wire systems. Railroad shall be responsible for all studies and remediation costs. •PPL shall not be responsible for any electrical or communication-interferences due to our facilities. •PPL shall not be responsible for any fees associated with crossing of or performing work near any railroads within PPL rights of way.
Recreational Areas and Athletic Fields - including golf courses and ski slopes	<ul style="list-style-type: none"> •Equipment (including permanent and temporary goals, score boards, nets, backstops, fencing, etc.) shall not exceed 10 feet in height and must meet NESC, OSHA and PPL clearances as determined by PPL. •All metallic parts shall be grounded to industry standards to eliminate static buildup. •Shall not restrict access to PPL facilities. •Ski slope equipment and apparatus must be situated so as to avoid interference or contact with PPL facilities and meet NESC, OSHA and PPL clearances as determined by PPL. •Ski slopes must meet PPL clearances. •Runs parallel to transmission lines are prohibited. •Non-utility facilities associated with ski runs are regulated under Rule 385 of the Department of Labor and Industry, and the ski run developer is responsible for coordinating the review. •Snow making equipment should be situated outside the right of way and positioned to blow away from PPL facilities.
Septic Systems and Tanks - tile drains, sand mounds, leach fields, etc.	Not permitted
Sheds - without foundations	<ul style="list-style-type: none"> •Must meet NESC, OSHA and PPL clearances as determined by PPL, requirements. •Shall not exceed 10 feet in height. •Shall not restrict access to PPL facilities. •May not be more than 15 feet into the right of way. •Must not be on a foundation.
Signs - including commercial billboards and monument signs	<ul style="list-style-type: none"> •Must meet NESC, OSHA or PPL clearances as determined by PPL. •Shall be adequately grounded to industry standards to eliminate static buildup. •Shall not exceed 10 feet in height. •Shall not restrict access to PPL facilities. •Shall not be more than 10 feet into the ROW. •Billboard signs are not permitted.
Signs - street and traffic signs	<ul style="list-style-type: none"> •Must meet NESC, OSHA and PPL clearances as determined by PPL, requirements. •Shall be adequately grounded to industry standards to eliminate static buildup. •Shall not exceed 10 feet in height. •Shall not restrict access to PPL facilities.
Solar Cells and Panels	Not permitted
Stockpiling of Material -temporary or permanent	Not permitted

Topic	Design Criteria
Storm Water - infiltration systems including spray and drip irrigation, etc.	<ul style="list-style-type: none"> • Water shall not discharge onto the right of way and/or building restriction area. • All irrigation heads must be located outside the right of way and/or building restriction area. • All irrigation piping crossing the right of way shall not terminate in such a manner as to allow the water to surface within the right of way and/or building restriction area, shall be designed to withstand HS 25 loading and shall be located at least 25 feet from any PPL facility. • All facilities shall be visibly marked where they enter and leave the right of way and/or building restriction area. • No irrigation spray or drip will be permitted within the wire zone (the wire zone is the area directly under the conductors plus 10 feet). • All pumping locations will have emergency shut off valves or switches for use by PPL and their contractors. Emergency shut off valve or switch shall be clearly marked in the field. • No irrigated water will directly or indirectly spray any structure, overhead conductors, access road or any PPL facilities. • Irrigation shall not cause erosion or ponding of water within the right of way and/or building restriction area. • Shall not restrict access to PPL facilities. • May not violate NESC, OSHA and PPL clearances as determined by PPL, pose a safety concern, inhibit access or otherwise effect PPL's use of the right of way and/or building restriction area.
Storm Water - rain gardens	<ul style="list-style-type: none"> • Sized to accommodate storm water from no more than a single residential dwelling. • Must not create wetlands or cause erosion. • Shall not restrict access to PPL facilities.
Storm Water - retention ponds, detention ponds, wet ponds, etc.	<ul style="list-style-type: none"> • Standing water in the right of way and/or building restriction area is not permitted. • High water mark of any basin may not be more than 10 feet into the right of way and/or building restriction area and must be a minimum of 40 feet from any PPL facility. • Creation of wetlands is not permitted in the right of way and/or building restriction area. • Must meet NESC clearance requirements. • Shall not restrict access to PPL facilities. • Any portion of basins within PPL right of way and/or building restriction area must fully drain within 72 hours. • Must not create any erosion.
Streets and Roads	<ul style="list-style-type: none"> • Must not be located closer than 25 feet to PPL facilities. • Designed for HS 25 loading. • Designed to cross as close to perpendicular to the right of way as practical. • Curb cuts shall be installed where needed to maintain access to PPL facilities. • No intersections within the right of way.
Swimming Pools - including associated facilities and structures	Not permitted
Utilities - water, sewer, gas, electric, communications, oil, steam, etc.	<ul style="list-style-type: none"> • Facilities must be located a minimum of 25 feet horizontally from the outer most conductor/facilities and as close to the edge of the right of way as possible. • When performing maintenance on existing co-linear lines, special procedures shall be employed to reduce the risk of shock from induced voltages. • Responsibility of the Developer to ensure all EMFs and induced voltage are considered. • Must cross perpendicular to right of way and the piping shall not terminate in such a manner as to allow the water to surface within the right of way and/or building restriction area. • Required studies must be performed for cathodic protection. Applicant required to pay for study and mitigate impacts to PPL facilities. • Collinear parallel pipelines are prohibited within the right of way and/or building restriction area. • All facilities crossing the right of way shall be designed to withstand HS 25 loading and be located at least 25 feet from any PPL facility. All facilities shall be visibly marked where they enter and leave the right of way and at each turn with carsonite markers. • Fire Hydrants not permitted.

Topic	Design Criteria
Vegetation - private gardens and landscaping	<ul style="list-style-type: none"> •Native grasses, ferns and herbaceous plants are allowed in the wire zone (the wire zone is the area directly under the conductors plus 10 feet). •Approved species of small trees, large shrubs and small shrubs are allowed within the border zone (edge of wire zone to edge of right of way as long as there is adequate clearance to the conductors). •All proposed vegetation must be reviewed by PPL Transmission Right of Way and Vegetation Management. •A list of approved species can be found at the following link: www.ppelectric.com/master-pages/vegetation-management/compatible-species.aspx
Vehicles - disabled or abandoned including junk and salvage yards	Not permitted
Wells	Not permitted
Zip Lines	Not permitted