

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Application Of NextEra Energy : Docket No. A-2026-_____
Transmission MidAtlantic, Inc., for All of :
the Necessary Authority, Approvals, and :
Certificates of Public Convenience (1) to :
Begin to Furnish and Supply Electric :
Transmission Service in Greene County and :
Fayette County, Pennsylvania; (2) for :
Certain Affiliated Interest Agreements; and :
(3) for any Other Approvals Necessary to :
Complete the Contemplated Transactions :

and

Application of NextEra Energy : Docket No. A-2026-_____
Transmission MidAtlantic, Inc., Filed : A-2026-3060856-AEL-3/4/26
Pursuant to 52 Pa. Code Chapter 57 :
Subchapter G, for Approval to Site and :
Construct a 500 kV Transmission Line :
Associated with the MidAtlantic Resiliency :
Link Project Located in Portions Of Greene :
County and Fayette County, Pennsylvania :

NextEra Energy Transmission MidAtlantic, Inc.

Statement No. 8

**Direct Testimony of
Sarah Powers**

Senior Director, Development – NextEra Energy Transmission, LLC

Topics Addressed:

**Rights-of-Way Requirements of the Project
NEET MA’s Process for Land Acquisition
Status of Right of Way Negotiations and
Acquisition
Vegetation Management Plan and Procedures
Eminent Domain**

Dated: March 3, 2026

1 **I. INTRODUCTION AND BACKGROUND OF WITNESS**

2 **Q. Please state your name and business address.**

3 A. My name is Sarah Powers. My business address is 700 Universe Boulevard, Juno Beach,
4 Florida 33408.

5

6 **Q. By whom are you employed and what is your position?**

7 A. I am employed by NextEra Energy Transmission, LLC (“NEET”) as a Senior Director,
8 Development. NEET is an indirect, wholly owned subsidiary of NextEra Energy, Inc.
9 (“NextEra Energy”) and is the upstream parent company of the applicant in this
10 proceeding, NextEra Energy Transmission MidAtlantic, Inc. (“NEET MA” or
11 “Applicant”).

12

13 **Q. Please provide an overview of your responsibilities as a Senior Director, Development**
14 **with NEET.**

15 A. In this role, my responsibilities include managing land services teams that conduct
16 landowner outreach and negotiations, overseeing due diligence operations including title
17 verification and survey coordination, and directing risk mitigation activities related to
18 easement acquisition and regulatory compliance. I also manage the teams responsible for
19 land data systems and mapping products that support acquisition planning, coordinate with
20 legal counsel on outreach and acquisition strategies, and ensure successful land rights
21 acquisition within project schedules.

22

1 **Q. On whose behalf are you submitting this testimony?**

2 A. I am submitting this testimony on behalf of NEET MA, the Applicant in this proceeding.
3 NEET MA is requesting all necessary authority, approvals, and Certificates of Public
4 Convenience (“CPC”) from the Pennsylvania Public Utility Commission (“PAPUC” or
5 “Commission”): (1) to begin to furnish and supply electric transmission service in Greene
6 County, Pennsylvania; (2) for certain affiliated interest agreements; and (3) for any other
7 approvals necessary or required. In addition, NEET MA is requesting PAPUC approval to
8 site and construct a new 500 kilovolt (“kV”) high-voltage (“HV”) transmission line
9 associated with the MidAtlantic Resiliency Link Project (“MARL Project” or the
10 “Project”) located in portions of Greene County and Fayette County, Pennsylvania.

11

12 **Q. Please describe your educational and professional background.**

13 A. I have a Master of Arts Degree in Geosciences from Florida Atlantic University, a Master
14 of Science in Ecology from Iowa State University, and a Master of Business
15 Administration degree from the University of Illinois.

16 I have worked in land and land management for 19 years and have experience in
17 several governmental agencies including the National Park Service, the Florida Fish and
18 Wildlife Conservation Commission, the South Florida Water Management District, and
19 several local county and city agencies. I joined NextEra Energy in 2016 as an analyst for
20 Florida Power & Light Company, developing its solar land acquisition and due diligence
21 program. In 2020, I moved to NextEra Energy Resources, LLC (“NextEra Energy
22 Resources”), leading renewable development and land acquisition in the South and East
23 United States. My current role is leading the land services and geospatial team for NEET.

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Q. Have you previously provided written testimony before the PAPUC or any other regulatory Commission?

A. I have not provided testimony before the PAPUC. I have previously submitted written testimony before the Kansas Corporation Commission on behalf of NEET subsidiary, NextEra Energy Transmission Southwest, LLC, in its application for line siting approval of the Wolf Creek-Blackberry 345 kV transmission line.

Q. What is the purpose of your direct testimony?

A. The purpose of my direct testimony is to support NEET MA’s *“Application of NextEra Energy Transmission MidAtlantic, Inc., Filed Pursuant to 52 Pa. Code Chapter 57 Subchapter G, for Approval to Site and Construct a 500 kV Transmission Line Associated with the MidAtlantic Resiliency Link Project Located in Portions Of Greene County and Fayette County, Pennsylvania”* (hereinafter, *“Siting Application”*). I also support NEET MA’s *“Application Of NextEra Energy Transmission MidAtlantic, Inc., for All of the Necessary Authority, Approvals, and Certificates of Public Convenience (1) to Begin to Furnish and Supply Electric Transmission Service in Greene County and Fayette County, Pennsylvania; (2) for Certain Affiliated Interest Agreements; and (3) for any Other Approvals Necessary to Complete the Contemplated Transactions”* (hereinafter, the *“CPC Application”*).

More specifically, the purpose of my testimony is to: describe the property rights NEET MA anticipates will be required for the MARL Project; explain the process that NEET MA anticipates utilizing to acquire easements for the right of way (*“ROW”*)

1 associated with the MARL Project; explain NEET MA's policy regarding landowner use
2 of the ROW area and how the ROW will be maintained after the MARL Project is placed
3 into service; and provide the status of NEET MA's efforts to acquire the ROW and
4 easements for the MARL Project.

5
6 **Q. Please provide an overview of your direct testimony and describe how your testimony**
7 **is organized.**

8 A. My direct testimony consists of seven sections, including this introductory Section I and
9 conclusion in Section VI. Section II describes the ROW requirements of the MARL
10 Project. Section III describes NEET MA's process for land and ROW acquisition, and its
11 compliance with the PAPUC's regulations related to landowner notifications and
12 interactions. Section IV provides an overview of the status of ROW negotiations and
13 acquisition. Section V provides an overview of NEET MA's ROW maintenance policies
14 and practices.

15
16 **Q. Are you sponsoring any exhibits as a part of your direct testimony?**

17 A. Yes, I am sponsoring NEET MA Exhibits SP-1 through SP-6.

- 18 • Exhibit SP-1 – Notice Packets Required by 52 Pa. Code § 57.91 and 69.3102
- 19 • Exhibit SP-2 – Sample Right-of-Entry Agreement and Option and Transmission
20 Easement Agreement
- 21 • Exhibit SP-3 – Land Agent Code of Conduct
- 22 • Exhibit SP-4 – Project Fact Sheet and Answers to Frequently Asked Questions
- 23 • Exhibit SP-5 – Detailed Maps Showing Properties Traversed by the Pennsylvania
24 Portions of the MARL Project

- Exhibit SP-6 – Vegetation Management Plan

II. RIGHT OF WAY REQUIREMENTS FOR THE MARL PROJECT

Q. How much ROW is needed for the MARL Project?

A. The total amount of ROW that NEET MA expects to acquire for the MARL Project is approximately 2,669 acres. Within Pennsylvania, NEET MA expects to acquire a total of approximately 267 acres for the Pennsylvania portions of the Proposed Route of the MARL Project (“Pennsylvania Portions”) in Greene and Fayette counties.

As described in more detail by NEET MA witness Phillip Givens, NEET MA will seek to obtain easements that are typically 200 feet wide, which may vary at some locations, based upon NEET MA’s Project design, design standards, anticipated structure types, number of structures, span distances, terrain, and soil conditions. Thus, the ROW Corridor within the Pennsylvania Portions would typically be 200 feet wide. As Mrs. Heater and Mr. Givens describe in their testimonies, there are certain areas where additional aerial easement rights are necessary to comply with electrical standards and requirements, which may require wider easements in those areas. (NEET MA St. No. 5, p. 9. NEET MA St. No. 6, p. 13.)

Q. Please describe the property rights that the Company anticipates acquiring for the Pennsylvania Portions of the MARL Project.

A. NEET MA anticipates seeking permanent easements for the development, construction, operation, and maintenance of a 500 kV electric transmission line. NEET MA also anticipates acquiring property rights for the construction of and ongoing access to the MARL Project during its operation. In addition, NEET MA anticipates needing access for

1 temporary construction material laydown areas. These laydown areas will generally
2 require about 25-40 acres and will be spaced approximately 25 miles apart to allow the
3 contractor to efficiently store and source the materials and equipment to complete the
4 Project construction. We also anticipate needing within the Pennsylvania Portions 1.6
5 acres of permanent access roads and 58.2 acres of temporary access roads outside of the
6 ROW Corridor for access to the Project during survey, construction, and restoration
7 activities. Temporary construction easements will be required for pull pads at dead-end
8 structures. Upon construction completion, the land used for temporary access roads and
9 construction access will be restored to its original use or left as is at the landowner's
10 request, consistent with permitting and restoration requirements.

11
12 **Q. May NEET MA need access to landowners' property before any easement or ROW**
13 **negotiations with landowners occur?**

14 A. Yes. NEET MA may need temporary property access to conduct additional preliminary
15 due diligence, such as environmental, cultural resources, and land surveys.

16 Prior to attempting to contact landowners, NEET MA provided packets of
17 information to fully notify Pennsylvania landowners that NEET MA plans to negotiate to
18 acquire additional rights-of-way and easements. This packet of information provided the
19 notices and information required by the Commission's regulations at 52 Pa. Code § 57.91
20 and 69.3102. A generic form packet of the information and notices provided to each
21 landowner in Pennsylvania is provided in Exhibit SP-1. As clearly set forth in these
22 notices, NEET MA is not at this time a certificated Pennsylvania public utility and,
23 therefore, does not currently have the power of eminent domain. Nevertheless, the notices

1 advise that NEET MA intends to apply for public utility status and, if approved, will have
2 the power to take property by eminent domain, subject to the approval by the Commission,
3 for the construction of transmission lines if the utility is unable to negotiate a mutually
4 acceptable agreement for the transmission line right-of-way. These notices were provided
5 to all Pennsylvania landowners at least 15 days in advance of being contacted for the
6 purpose of negotiating for the acquisition of a transmission line right-of-way.

7 As of the time of this CPC filing, NEET MA has reached out to landowners whose
8 properties are located within approximately 500 feet of the MARL Project's Proposed
9 Route ROW to request temporary property access to conduct this preliminary due
10 diligence. These surveys may further establish field conditions and resources and may help
11 NEET MA further develop plans for the avoidance, minimization, and mitigation of project
12 impacts. In addition, as discussed further below, temporary property access may be
13 required to confirm the suitability of the MARL Project's proposed access road locations.

14
15 **III. NEET MA'S PROCESS FOR LAND ACQUISITION**

16 **Q. Do NEET MA and its affiliates have experience siting new high-voltage transmission**
17 **facilities and working with landowners to mitigate impacts?**

18 A. Yes. NEET subsidiaries have extensive experience in siting, developing, and constructing
19 high-voltage transmission lines across a variety of landscapes, having built approximately
20 1,300 circuit miles of high-voltage transmission lines across various geographies and
21 landscapes, including Indiana, New York, Kansas, Missouri, Oklahoma, Nevada, New
22 Mexico, Texas, and Ontario, Canada.

23

1 **Q. Please describe NEET MA's process for contacting landowners regarding acquiring**
2 **survey access and property rights for the MARL Project.**

3 A. Once NEET MA developed its Proposed Route, including the Pennsylvania Portions,
4 NEET MA identified landowners along the Proposed Route. Subsequently, NEET MA
5 sent landowners along the Pennsylvania Portions of the Proposed Route the notices
6 required by 52 Pa. Code § 57.91 and 69.3102. After the requisite 15-day waiting period
7 had passed, NEET MA's land services team began contacting these landowners to request
8 right-of-entry to conduct preliminary surveys. During initial meetings after the requisite
9 15-day period has passed, landowners were provided with right-of-entry forms for their
10 review, along with documents detailing the project and contact information for the land
11 agent. A copy of NEET MA's standard right-of-entry form is provided in Exhibit SP-2.
12 If granted, right-of-entry permission is used to conduct on-site due diligence, confirm site
13 suitability, and address any property-specific concerns or special circumstances.

14 During subsequent meetings, NEET MA's land agents discussed with landowners
15 the prospect of entering into easement option agreements and provided easement option
16 agreements for the landowners' review. A copy of NEET MA's standard easement option
17 agreement also is provided in Exhibit SP-2. NEET MA's land agents took the time to
18 explain the easement agreements to landowners, answer any questions, address feedback
19 and requests for changes in language or compensation, and negotiate easement agreements
20 directly with a landowner's attorney if necessary. If the Commission grants NEET MA's
21 requested CPC and Siting Application, and following the Commission's approval of a final
22 route, easement options within that route will be exercised, and any options not located
23 along the final route will be released.

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Q. Please explain NEET MA’s policy regarding interactions with owners of land over which NEET MA needs to construct electric utility facilities.

A. NEET MA’s internal land team oversees its land agents in the field. NEET MA holds its land agents to the highest standard and requires them to follow a strict code of conduct when interacting with landowners, a copy of which is provided as Exhibit SP-3 to my testimony. NEET MA expects its agents to be responsive, respectful, and professional in all landowner interactions. NEET MA’s agents’ top priority is to listen and respond to landowner concerns and to work to achieve voluntary agreements with landowners.

Q. Why did the Company assign dedicated land agents to landowners along the Proposed Route?

A. NEET MA is dedicated to fostering long-term relationships with landowners. By assigning each landowner a dedicated agent, NEET MA ensures consistency and familiarity throughout the Project’s duration. We prioritize establishing local connections by hiring agents from within the community who understand the community’s culture, needs, and concerns. This approach provides landowners with a local contact who is invested in the community and understands their perspectives.

Q. What did NEET MA do after providing the notices exemplified by Exhibit SP-1 to landowners?

A. After providing the required notices, NEET MA’s land services team began contacting landowners within a stakeholder feedback-informed study corridor to request right of entry

1 to conduct on-site due diligence, confirm site suitability, and address any property-specific
2 concerns or special circumstances. In addition to the easement option agreements and
3 right-of-entry forms, land agents also provide landowners with fact sheets and answers to
4 frequently asked questions. Copies of these materials are provided in Exhibit SP-4.

5
6 **IV. STATUS OF ROW NEGOTIATIONS AND ACQUISITION**

7 **Q. Please describe the number of owners and deeded properties that will be traversed**
8 **by the Pennsylvania Portions of the MARL Project.**

9 A. There are 48 different owners in Pennsylvania of 59 deeded properties along the Proposed
10 Route for the Pennsylvania Portions of the MARL Project. Detailed maps showing the
11 properties traversed by the ROW for the Pennsylvania Portions of the proposed MARL
12 Project are provided in Exhibit SP-5.

13
14 **Q. What is the status of NEET MA's negotiations and acquisition of transmission line**
15 **ROW associated with the Pennsylvania Portions of the MARL Project?**

16 A. As of the time of this filing, NEET MA has acquired transmission line ROW via easement
17 option agreements from 18 private owners of the total 59 deeded properties along the
18 Proposed Route within Pennsylvania.

19
20 **Q. Does NEET MA plan to continue to negotiate and voluntarily acquire ROW**
21 **associated with these remaining properties?**

22 A. Yes, it does. Subject to the PAPUC's approval of the MARL Project and a final, approved
23 route, NEET MA will continue seeking to acquire necessary ROW through voluntary
24 negotiations. To the extent that NEET MA is unable to acquire necessary ROW for the

1 Project through voluntary negotiations, and NEET MA is forced to seek to obtain necessary
2 ROW through the use of eminent domain, then NEET MA will advise the Commission and
3 the parties to the Siting Application proceeding and promptly file any necessary eminent
4 domain applications. At this time, however, NEET MA has not identified any properties
5 for which it will need to exercise full applications for approval to exercise the power of
6 eminent domain and, therefore, has not submitted any such applications
7 contemporaneously with the Siting Application.

8
9 **V. NEET MA'S ROW POLICY AND MAINTENANCE OF THE ROW**

10 **Q. How do NEET subsidiaries interact with landowners after a transmission line is built
11 and placed into service?**

12 A. NEET subsidiaries are committed to establishing and maintaining long-term relationships
13 with landowners. NEET MA provides all landowners with direct contact information and
14 maintains a website, phone number, and e-mail address to allow for convenient landowner
15 contact. NEET MA's land services and operations teams will follow best practices to
16 notify landowners whenever possible ahead of maintenance or other activities that require
17 site access.

18
19 **Q. Please describe NEET MA's policy regarding the landowner's use of the ROW area.**

20 A. NEET MA's first priority is to ensure the safety of landowners and members of the public
21 and continued reliability of the line. NEET MA's easement agreements define acceptable
22 use of the easement area as any use that does not interfere with the operation of the line,
23 impact the stability of structures, or violate the minimum clearance requirements of the

1 National Electric Safety Code (“NESC”). A sample copy of NEET MA’s standard
2 easement agreement is included in Exhibit SP-2. In general, we find that we are able to
3 work directly with landowners to address or mitigate concerns regarding the use of their
4 property.

5
6 **Q. Please describe the types of activities that would be allowed in the transmission line
7 ROW for the MARL Project.**

8 A. Most farming operations can continue safely within the ROW, and NEET MA will work
9 closely with landowners during the routing and design phase of the project to ensure
10 clearances are sufficient and farming equipment can reasonably operate in the ROW.
11 Livestock agriculture, hay and pastureland grazing, and recreational hunting also typically
12 can continue to occur safely within the transmission line ROW.

13
14 **Q. Please provide examples of the types of activities that would be restricted in the
15 transmission line ROW for the MARL Project.**

16 A. Buildings, structures, plants, or other obstructions that would result in the violation of the
17 minimum clearance requirements of the NESC or would interfere with the operation and
18 maintenance of the transmission line would not be permissible. Excavation so near the
19 sides of or underneath the transmission facilities that may undermine or otherwise
20 adversely affect their stability and usability also would not be permissible. NEET MA’s
21 land services and engineering professionals collaborate with landowners throughout the
22 design and construction process to identify areas where use conflicts may occur and attempt
23 to resolve the conflict with the landowner’s help. NEET MA’s land agents will remain

1 onsite during project construction to help address landowner concerns, navigate unforeseen
2 conditions, and coordinate between construction crews and landowners.

3

4 **Q. After the MARL Project is placed in service, who will be responsible for operating
5 and maintaining the transmission line and its ROW?**

6 A. After the MARL Project is placed in service, the NEET MA Operations Group will take
7 over operation and maintenance of the line and substation. This organization has highly
8 skilled personnel, including subject matter experts on ROW maintenance and vegetation
9 management.

10

11 **Q. Please describe the procedures that will be employed to maintain the transmission
12 line ROW free of vegetation and trees following the completion of construction and
13 the commencement of operations.**

14 A. A vegetation management prescription will be developed utilizing industry best practices
15 that meet state and federal regulations. Vegetation control methods include hand and
16 mechanized tree trimming within the ROW and removal of dangerous timber outside the
17 ROW. Mowing, trimming, clearing, and spot treatment of herbicides for incompatible
18 species may be used to control the vegetation. Inspections will be performed at specified
19 intervals with a combination of aerial and ground inspections. Vegetation management
20 work prescriptions will be identified and recorded during inspections and maintenance will
21 be scheduled and carried out as required to meet the specifications of the work prescription.
22 Any herbicides that are used in ROW maintenance will comply with applicable U.S.
23 Environmental Protection Agency label requirements and other applicable requirements

1 for ROW application. Maintenance personnel that apply herbicides will be appropriately
2 licensed. Generally speaking, some higher growth of compatible species may be allowed
3 outside of the conductor zone. A copy of NEET MA's Vegetation Management Plan is
4 provided as Exhibit SP-6.

5
6 **Q. Will NEET MA's vegetation management plan observe specific legal or regulatory**
7 **standards?**

8 A. Yes. NEET MA Vegetation Management Plan follows the North American Electric
9 Reliability Corporation FAC-003-5 Transmission Vegetation Management Standard.

10
11 **Q. Are chemical sprays or other chemical means planned for vegetation control?**

12 A. Yes. Chemical sprays (specifically herbicides) will be utilized as necessary to target
13 invasive species and specific vegetation within the ROW.

14
15 **Q. Will the selected and limited use of herbicides to control vegetation on the MARL**
16 **Project ROW pose a danger to livestock or wildlife?**

17 A. No. The herbicides used to control vegetation are targeted for specific vegetation, and only
18 herbicides safe for non-targeted vegetation and safe for animals will be utilized. All
19 herbicides will comply with local, state, and federal requirements and will be applied by
20 licensed applicators.

21
22 **Q. Please describe the expected ROW maintenance cycle for the MARL Project.**

1 A. The standard vegetation maintenance cycle will be every three to five years. If necessary,
2 the schedule can be adjusted based on data from inspections.

3

4 **Q. How will NEET MA coordinate with landowners regarding maintenance activities**
5 **that need to occur on their land?**

6 A. NEET MA is committed to maintaining open and transparent communication with
7 landowners regarding any maintenance activities that occur on their property. As part of
8 our best practices, we strive to provide advance notice to landowners whenever practicable.
9 NEET's Land Services Team works closely with our Operations and Maintenance team to
10 coordinate site access and ensure that any special conditions or considerations on the
11 property are understood and respected prior to commencing work. Our goal is to ensure
12 maintenance activities are conducted safely, efficiently, and with minimal disruption to
13 landowners.

14

15 **VI. CONCLUSION**

16 **Q. Does this conclude your direct testimony?**

17 A. Yes, it does.



[Date]

IMPORTANT INFORMATION ABOUT YOUR PROPERTY

[Tax Parcel ID No.]
[Landowner Name]
[Address]

Dear [Landowner Name]:

NextEra Energy Transmission MidAtlantic, Inc. is reaching out to you as part of our community engagement on our proposed MidAtlantic Resiliency Link. This project is a 105-mile 500-kV overhead electric transmission line that will strengthen the grid and enhance reliability for homes and businesses across Pennsylvania and nearby states. The transmission line would help reduce electric outages and enable the grid to better withstand extreme events and disruptions.

You are receiving this letter because records indicate you own property along an overhead electric transmission line route being evaluated by NextEra Energy Transmission MidAtlantic, Inc. As the project developer, we are committed to cultivating and maintaining strong relationships with the local community. We are establishing ongoing, transparent dialogue with landowners like you to ensure landowners have the opportunity to be involved and provide feedback regarding the project.

In late 2025, we will be applying to the Pennsylvania Public Utility Commission (PUC) for approval to operate as a public utility within Pennsylvania. The PUC requires public utilities to notify you that your property may be considered for the location of the proposed transmission line. No sooner than 15 days from the day you receive this notice, you may be contacted by a NextEra Energy Transmission MidAtlantic, Inc. land representative to answer any questions about the project and enclosed information. In addition, we may reach out to request access to or easement on your property. All interactions with landowners will be governed by a code of conduct rooted in our company's core values of commitment to excellence, doing the right thing, and treating people with respect.

We have enclosed documents for your review to provide legal notice about a public utility's eminent domain power, right-of-way maintenance practices and land agent code of conduct.

- **Project Background in Pennsylvania**, providing details on the project and benefits to Pennsylvania
- **Land Agent Code of Conduct**, describing NextEra Energy Transmission MidAtlantic, Inc.'s standards of conduct and integrity for interacting with landowners
- **Notice of Eminent Domain Power**, describing a public utility's eminent domain power if granted public utility status by the PUC
- **Notice of Right-of-Way Practices**, describing methods NextEra Energy Transmission MidAtlantic, Inc. will use to maintain the transmission line right-of-way



- **Notice of Land Agent Practices**, providing contact information should you have concerns regarding the practices of the NextEra Energy Transmission MidAtlantic, Inc. Agents

Over the last decade, NextEra Energy Transmission and its affiliates, including NextEra Energy Transmission MidAtlantic, Inc., have built a successful record of working with local communities and regulators to develop and operate complex transmission projects across North America. Similarly, we look forward to working with you and your community on the MidAtlantic Resiliency Link.

Should you have any questions, please contact our dedicated project team by calling (833) 849-1461 or emailing MARL@NextEraEnergy.com. You also may receive updates about the project by submitting the form on the project website: www.midatlanticresiliencylink.com.

Sincerely,

A handwritten signature in blue ink that reads "Kaitlin McCormick".

Kaitlin McCormick
Senior Director, Development

Attachments: MidAtlantic Resiliency Link in Pennsylvania
Code of Conduct/Internal Practices for Interactions with Landowners
Disclosure of Eminent Domain Power
Notification of Right-of-Way Maintenance Practices
Notification Regarding Land Agent Practices

**NOTICE
EMINENT DOMAIN POWER**

NextEra Energy Transmission MidAtlantic, Inc. (referred to as “NEETMA”) is providing you the following information in connection with its anticipated applications with the Pennsylvania Public Utility Commission to obtain public utility status and to site and construct a new high-voltage (“HV”) transmission line in your area. NextEra Energy Transmission MidAtlantic, Inc. is a subsidiary of NextEra Energy Transmission, LLC, a competitive electric transmission company that owns and operates transmission infrastructure throughout North America. In anticipation of its applications to obtain public utility status and to site and construct the contemplated new HV transmission line, NextEra Energy Transmission MidAtlantic, Inc. is providing you with the following information:

NextEra Energy Transmission MidAtlantic, Inc. is presently planning to construct a new 500 kilovolt overhead transmission line, known as the “MidAtlantic Resiliency Link”, that will extend approximately 105 miles through Pennsylvania, Maryland, West Virginia, and Virginia. Approximately 10.8 miles of the MidAtlantic Resiliency Link will be located in Greene County, Pennsylvania and Fayette County, Pennsylvania. This section of the contemplated transmission line will be comprised of approximately 44 lattice towers, with an average height of approximately 145 ft. The average right-of-way for the transmission line will vary from approximately 85 ft. to 190 ft. Since a field survey and detailed engineering have not been completed, the physical dimensions of the proposed lines and the type and height of supporting structures to be used cannot be precisely determined at this time and may be subject to change.

Since the route presently under consideration could affect your property at [Address], a representative of the company will contact you in the near future to discuss the company’s plans as they may affect your property. In order to better prepare you for these discussions and to avoid possible misunderstandings, we want to take this opportunity to inform you of your legal rights and the legal rights and duties of NextEra Energy Transmission MidAtlantic, Inc. with regard to this project. You have the right to have legal counsel represent you in these negotiations. You do not have to sign any agreement without the advice of counsel. If you do not know an attorney, you may contact your local bar association.

IS NEXTERA ENERGY TRANSMISSION MIDATLANTIC, INC. A CERTIFICATED PENNSYLVANIA PUBLIC UTILITY?

No. **AT THIS TIME, NEXTERA ENERGY TRANSMISSION MIDATLANTIC, INC. IS NOT A CERTIFICATED PENNSYLVANIA PUBLIC UTILITY AND, THEREFORE, DOES NOT CURRENTLY HAVE THE POWER OF EMINENT DOMAIN.** However, NextEra Energy Transmission MidAtlantic, Inc. intends to apply for public utility status in Pennsylvania with the Public Utility Commission as part of its application for approval of the project.

If NextEra Energy Transmission MidAtlantic, Inc. obtains a certificate of public convenience to operate as a Pennsylvania public utility, NextEra Energy Transmission MidAtlantic, Inc. shall have the power to take property by eminent domain, subject to

the approval of the Public Utility Commission, for the construction of transmission lines if the utility is unable to negotiate an agreement to buy a right-of-way.

MUST YOU ACCEPT ANY OFFER MADE BY THE COMPANY FOR YOUR PROPERTY?

No. You may refuse to accept it. However, if the Public Utility Commission grants NextEra Energy Transmission MidAtlantic, Inc. a certificate of public convenience to operate as a public utility, NextEra Energy Transmission MidAtlantic, Inc. will have the power to take property by eminent domain, subject to the approval of the Public Utility Commission, for the construction of transmission lines if the utility is unable to negotiate an agreement to buy a right-of-way. If your property is condemned, you must be paid “just compensation.” “Just compensation” has been defined by the courts in Pennsylvania as the difference between the fair market value of your property before condemnation, unaffected by the condemnation, and the fair market value of your remaining property after condemnation, as affected by the condemnation.

CAN THE COMPANY CONDEMN YOUR HOUSE?

No. The company cannot condemn your house or a reasonable “curtilage” around your house and will not be able to condemn your house or a reasonable “curtilage” around your house even if it obtains public utility status. Generally, curtilage includes the land or buildings within 300 feet of your house which are used for your domestic purposes. However, the 300-foot limit does not automatically extend beyond the homeowner’s property line.

DO YOU HAVE A RIGHT TO A PUBLIC HEARING WHEN A UTILITY SEEKS TO CONDEMN YOUR PROPERTY?

Yes. When an electric utility seeks to have your property condemned, the utility must first apply to the Pennsylvania Public Utility Commission for a certificate finding the condemnation to be necessary or proper for the service, accommodation, convenience, or safety of the public. The Commission will then hold a public hearing. As the landowner whose property may be condemned, you are a party to the proceeding and may retain counsel, present evidence, and/or testify yourself in opposition to the application for a certification. If you wish to testify at the public hearing, you should make your intention known by letter to Secretary, Pennsylvania Public Utility Commission, P. O. Box 3265, Harrisburg, Pennsylvania 17120.

If the Commission approves the utility’s application for a certificate finding the condemnation in the public interest, then the utility may proceed before the local Court of Common Pleas to condemn your land. If the Commission denies the utility’s application, the utility cannot condemn your land. If you retain an attorney to represent you before the Commission, you must do so at your own expense.

The Commission will not decide how much money you should receive if your land is condemned. The only issue the Commission will decide is whether the condemnation serves the public interest. If the Commission approves the utility’s application for condemnation, the

amount of money to which you are entitled will be determined by a local Board of View or the Court of Common Pleas. However, you may at any time make an agreement with the utility as to the amount of damages you are to be paid.

**NOTICE
RIGHT-OF-WAY MAINTENANCE PRACTICES**

NextEra Energy Transmission MidAtlantic, Inc. (referred to as “NEETMA”) is providing you with the following information in connection with its anticipated application with the Pennsylvania Public Utility Commission (“Commission”) to obtain public utility status and to site and construct a new high-voltage (“HV”) transmission line in your area. NextEra Energy Transmission MidAtlantic, Inc. is a subsidiary of NextEra Energy Transmission, LLC, a competitive electric transmission company that owns and operates transmission infrastructure throughout North America. **AT THIS TIME, NEXTERA ENERGY TRANSMISSION MIDATLANTIC, INC. IS NOT A CERTIFICATED PENNSYLVANIA PUBLIC UTILITY.** However, in anticipation of its applications to obtain public utility status and to site and construct the contemplated new HV transmission line, NextEra Energy Transmission MidAtlantic, Inc. is providing you the following information on the RIGHT-OF-WAY MAINTENANCE PRACTICES for the proposed new 500 kilovolt overhead transmission line project known as the “MidAtlantic Resiliency Link.”

The methods currently used by NextEra Energy Transmission MidAtlantic, Inc. are set forth in NextEra Energy Transmission Vegetation Management Operations Manual, which will be made available to you for your inspection upon request. If you wish further information concerning right-of-way maintenance methods, you may contact the dedicated MidAtlantic Resiliency Link project team by email at MARL@NextEraEnergy.com, or by phone at (833) 849-1461. You may discuss with this person, either before or during negotiation of the right-of-way agreement, these methods and any other questions you may have about right-of-way maintenance.

If NextEra Energy Transmission MidAtlantic, Inc. is granted public utility status and authorized to construct an electric transmission line on a right-of-way across your land, it must maintain the right-of-way free of tall-growing trees and brush which might impair the reliability of electric service, the safety of the line, and access to the line or its towers. NextEra Energy Transmission MidAtlantic, Inc. or its contractors may remove and control tall-growing trees and brush by several methods: handcutting of trees, limbs, and brush; mechanical cutting with chain saws or motorized cutting machines; application of herbicides, either from the ground or from a helicopter. NextEra Energy Transmission MidAtlantic, Inc. must confine its maintenance activities to the approved right-of-way across your land, except where tall-growing trees or brush or their root systems grow into the right-of-way from adjoining land and constitute a threat to the electric transmission line and its structures.

If you believe that the maintenance method(s) that are planned to be used or are used by the company would raise problems with your use of your land adjacent to the right-of-way, it is your responsibility as the landowner to bring this to the attention of the NextEra Energy Transmission MidAtlantic, Inc. before you sign the right-of-way agreement.

If NextEra Energy Transmission MidAtlantic, Inc. is granted public utility status and authorized to construct, it will have the responsibility to maintain its rights-of-way, and regular maintenance must occur. Although you as the landowner cannot determine whether or not maintenance will occur, your right-of-way agreement may specify certain conditions on the performance of the maintenance program which are important to you. These conditions can be part of the negotiations

between you and NextEra Energy Transmission MidAtlantic, Inc. for your land, since a right-of-way agreement is a legal contract between a landowner and NEETMA. It is important for you to understand also that the maintenance methods used by NextEra Energy Transmission MidAtlantic, Inc. may change over time as the costs of maintenance or the methods of performing maintenance change. You may want to specify in your right-of-way agreement that NextEra Energy Transmission MidAtlantic, Inc. inform you of changes in its maintenance methods or in the maintenance schedule for your land.

The provisions of the right-of-way agreement are enforceable in the local Court of Common Pleas. If NextEra Energy Transmission MidAtlantic, Inc. is granted public utility status and authorized to construct, the right-of-way agreement cannot be enforced by the Pennsylvania Public Utility Commission. Any claims for damage resulting from improper maintenance of the right-of-way must be settled with NEETMA, its contractors, or in the local Court of Common Pleas at your own expense. The Commission cannot award damages for violations of the right-of-way agreement.

**NOTICE
LAND AGENT PRACTICES**

NextEra Energy Transmission MidAtlantic, Inc. (referred to as “NEETMA”) is providing you with the following information in connection with its anticipated applications with the Pennsylvania Public Utility Commission (“Commission”) to obtain public utility status and to site and construct a new high-voltage (“HV”) transmission line in your area. NextEra Energy Transmission MidAtlantic, Inc. is a subsidiary of NextEra Energy Transmission, LLC, a competitive electric transmission company that owns and operates transmission infrastructure throughout North America. **AT THIS TIME, NEXTERA ENERGY TRANSMISSION MIDATLANTIC, INC. IS NOT A CERTIFICATED PENNSYLVANIA PUBLIC UTILITY.** However, in anticipation of its applications to obtain public utility status and to site and construct the contemplated new HV transmission line, NextEra Energy Transmission MidAtlantic, Inc. is providing you with the following regarding the practices of the land agents acting on its behalf:

NextEra Energy Transmission MidAtlantic, Inc. is presently planning to construct a new 500 kilovolt overhead transmission line, known as the “MidAtlantic Resiliency Link”, that will extend approximately 105 miles through Pennsylvania, Maryland, West Virginia, and Virginia. Approximately 10.8 miles of the MidAtlantic Resiliency Link will be located in Greene County, Pennsylvania and Fayette County, Pennsylvania. Since the route presently under consideration could affect your property, a representative of the company will contact you in the near future to discuss the company’s plans as they may affect your property.

The Pennsylvania Public Utility Commission requires that NextEra Energy Transmission MidAtlantic, Inc. provide you the following contact information for concerns regarding the practices of the land agents acting on behalf of NextEra Energy Transmission MidAtlantic, Inc. in connection with the proposed construction of the transmission line.

Law Bureau
Pennsylvania Public Utility Commission
400 North Street, 3rd Floor, 4 North
Harrisburg, PA 17120
717-787-5000

Pennsylvania Office of Consumer Advocate
555 Walnut Street
5th Floor Forum Place
Harrisburg, PA 17101-1923
Phone: 717-783-5048 or toll free 800-684-6560 (PA Only)
Fax: 717-783-7152
Email: consumer@paoca.org

RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT ("**Agreement**") is made this ___ day of _____, 2025 ("**Effective Date**") between _____, whose address is _____ ("**Owner**") and NextEra Energy Transmission MidAtlantic, Inc., an Indiana corporation, whose address is 700 Universe Blvd., Juno Beach, FL 33408 ("**Operator**")

WHEREAS, Owner is the owner of title in fee simple to property identified on the attached **Exhibit A** and incorporated herein by reference ("**Property**").

WHEREAS, Operator and its employees, agents, contractors and subcontractors desire permission to enter upon the Property to conduct various studies, including but not limited to, boundary survey, geotechnical, environmental and cultural studies (including the installation of avian and bat monitoring equipment) to determine whether the Property is suitable for the construction and operation of an electric transmission line (collectively the "**Survey**").

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, Owner and Operator hereby agree as follows:

1. Owner hereby grants to Operator and its employees, agents, servants, contractors and subcontractors an unrestricted right of entry over the Owner's Property for purposes of conducting the Survey provided that such activities do not unreasonably interfere with Owner's use of the Property.

2. This Agreement shall be for a term of three (3) years from the Effective Date.

3. As consideration for Owner's permission for Operator's right of entry over the Owner's Property, Operator shall pay Owner a one-time sum of \$_____ for the right of access. Any payments will be made within sixty (60) days after Operator's execution of this Agreement. Signed and completed W-9 form required from each payee before payment is due from Operator.

4. Operator shall defend, indemnify, protect and hold Owner harmless from and against all liabilities, costs, expenses, obligations, losses, damages, claims, (collectively "**Claims**") resulting from the negligence, willful misconduct, or breach of this Agreement by Operator, its agents, contractors or employees, invitees, licensees and permittees; provided however, that such Claims are not due to the sole negligence, willful misconduct, or breach by Owner, its agents, contractors or employees, invitees, licensees or permittees.

5. Operator shall give Owner twenty-four (24) hour notification prior to entering the Property for the purposes of conducting the Survey.

6. If Operator or any of its agents, contractors and subcontractors activities on the Property pursuant to this Agreement cause damage to any of Owner's/tenant's property or growing crops being cultivated on the Property (but not grazing lands), Operator agrees to pay to Owner/tenant an amount equal to all of Owner's/tenant's out-of-pocket losses due to such damage to property or to such growing crops, which shall be an amount equal to repair the damaged

property or the revenue that the Owner/tenant would have received on the open market for said damaged crops during the growing season in which such crops were damaged or destroyed.

THE EXECUTION OF THIS AGREEMENT BY OWNER DOES NOT CREATE, IMPLY, OR IMPOSE ANY OBLIGATION ON THE OWNER TO ENTER INTO ANY FUTURE LEASE, PURCHASE AGREEMENT, RIGHT OF WAY AGREEMENT, EASEMENT AGREEMENT OR ANY OTHER AGREEMENT WITH THE OPERATOR IN CONNECTION WITH THE PROPERTY. THIS AGREEMENT GRANTS THE OPERATOR THE RIGHT OF ENTRY ONTO THE PROPERTY FOR THE SPECIFIC PURPOSES AND TIMEFRAME OUTLINED HEREIN, WITHOUT ANY COMMITMENT OR EXPECTATION OF FURTHER CONTRACTUAL ENGAGEMENTS. ANY FUTURE TRANSACTION BETWEEN OWNER AND OPERATOR IN CONNECTION WITH THE PROPERTY SHALL BE SUBJECT TO A SEPARATE NEGOTIATION AND AGREEMENT.

IN WITNESS WHEREOF, Owner and Operator have executed this Agreement effective on the date set forth above.

Owner

Signature: _____

_____ Date

Printed Name: _____

Payment Allocation. Payment due under this agreement shall be distributed as follows:

Operator

NextEra Energy Transmission MidAtlantic, Inc.
an Indiana corporation

By: _____
Matt Pawlowski, Assistant Vice President

**PREPARED BY AND
AFTER RECORDING RETURN TO**
Orin Shakerdge
NextEra Energy Transmission MidAtlantic, Inc.
700 Universe Blvd., LAW/JB
Juno Beach, FL 33408
(561) 694-4678

(This space reserved for recording information)

OPTION AND TRANSMISSION EASEMENT AGREEMENT

THIS OPTION AND TRANSMISSION EASEMENT AGREEMENT ("**Agreement**") is dated this ____ day of _____, [*insert year*] by and between [*insert Grantor's Name*], with an address of [*insert Grantor's Address*] (collectively "**Grantor**"), and NextEra Energy Transmission MidAtlantic, Inc., an Indiana corporation, with an address of 700 Universe Blvd., Juno Beach, FL 33408, Attn: Land Services Administration ("**Grantee**"). Grantor and Grantee are sometimes individually referred to as a "**Party**" and collectively, as the "**Parties**".

RECITALS

WHEREAS, Grantor is the owner of a certain tract of real property located in [*insert County*], Pennsylvania more particularly described on **Exhibit A** attached hereto and made a part hereof ("**Property**"); and

WHEREAS, Grantor desires to grant and convey to Grantee an option to acquire certain easements, including without limitation, an exclusive easement for the erection, installation and maintenance of certain facilities for the transmission of electric power over and across a certain portion of the Property on the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the good and valuable consideration set forth herein, the adequacy and receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Option.** Grantor grants to Grantee an exclusive option ("**Option**") to acquire the Easements (defined in Section 2) in accordance with the following terms and conditions.

a. The initial term of the Option shall be for three (3) years, commencing on the Effective Date and expiring on the date immediately preceding the third (3rd) anniversary of the Effective Date ("**Initial Option Term**"). Grantee shall have the right to extend the Initial Option Term for one additional three (3) year term ("**Extended Option Term**") by sending written notice to Grantor at any time prior to the expiration of the Initial Option Term. References to the "**Option Term**" shall mean the Initial Option Term and, to the extent exercised by Grantee, also the Extended Option Term, unless the context otherwise expressly requires. The term "**Effective Date**" shall mean the last date upon which this Agreement has been fully executed by both Parties.

b. During the Option Term, Grantee and its employees, agents and contractors shall have a right to enter upon the Property and the right of ingress and egress over and across the Property for the purposes of (i) surveying the Property; and (ii) performing such other tests and studies as Grantee may desire in connection with the Option, including, without limitation, environmental, avian and cultural resource assessments, threatened and endangered species assessments and geotechnical, foundation and soil tests; provided that such activities do not unreasonably interfere with Grantor's use of the Property.

c. Grantee may exercise the Option by giving written notice to Grantor ("**Option Notice**") at any time during the Option Term. Grantee shall specify in the Option Notice the date on which the Easements will become effective ("**Commencement Date**"). Along with the Option Notice, Grantee shall deliver to Grantor a proposed plan showing the contemplated location and route of the Easements (as defined in Section 2) ("**Easement Area**") which shall serve as the **Exhibit B** to this Agreement. Grantee may record the Option Notice and the **Exhibit B** in the County where the Property is located.

d. If Grantee fails to exercise the Option within the Option Term, the Option and the rights of Grantee as provided herein shall automatically terminate.

2. **Grant of Easements.** On the Commencement Date, the Easements shall automatically become effective and the Parties shall be subject to all of the terms and conditions of this Agreement. As used herein, the Transmission and Telecommunication Easement, Access Easement, and Construction Easement shall collectively be referred to as "**Easements**". Grantor shall grant to Grantee the right to investigate, inspect, survey, and conduct tests on the Property relating to the Easements, including without limitation, environmental, avian and cultural resource assessments, threatened and endangered species assessments, archeological and geotechnical tests and studies.

a. Grantor grants to Grantee an irrevocable, exclusive easement for the construction, whether above or underground, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities ("**Transmission and Telecommunication Easement**"). "**Transmission Facilities**" shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers, overhead and underground electrical transmission lines, interconnection facilities, guys, anchors, wires, poles, towers, foundations, footings, cross arms, handholes, meters, manholes, and other structures related to the transmission of electrical power. "**Telecommunication Facilities**" shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer data and other telecommunication services related to the operation of the Transmission Facilities. The Transmission Facilities and the Telecommunication Facilities are collectively and individually referred to as the "**Facilities**". The Easement Area of the Transmission and Telecommunication Easement shall not exceed 200 feet in width except in the area of a corner or turn in the Facilities, in which case the Easement Area may be extended to accommodate guys and other Facilities.

b. Grantor grants to Grantee an irrevocable, non-exclusive easement for vehicular and pedestrian ingress and egress over, across and along the Property by means of any existing roads or lanes thereon, or otherwise by such route or routes as Grantee or Grantor may construct from time to time for the purposes of constructing, maintaining, removing and operating the Facilities ("**Access Easement**"). Grantee agrees to maintain and repair all roadway improvements located on the Access Easement for the joint use thereof by Grantor and Grantee for ingress and egress over, across, and along the Access Easement; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of the roadway caused by any person using the roadway with Grantor's permission. Grantee shall have the right to install on the Property an access gate with dual locks, at its expense, in order that it, together with its contractors, agents and appointees shall have the right to access the Property. Grantee shall be responsible, at its cost and expense for all maintenance and repair for any access gate installed by Grantee.

c. Grantor grants to Grantee a temporary easement on, over, along and under the Property for the following: (1) to construct and install Facilities and (2) to store material and equipment during construction of the Facilities ("**Construction Easement**"). is expressly agreed and acknowledged that the Construction Easement is not limited to the initial construction of the Facilities, but shall also be effective during any subsequent maintenance, repair, replacement or removal of the Facilities within the Easement Area

d. During the final development and construction of the Facilities, Grantee may change the location and route of the Easements so long as the nature and extent of any such relocated or rerouted Easements are not materially different and impose no greater burden on the Property than the original locations or routes. In the event Grantee does relocate the Easements under this Section, Grantee shall provide to Grantor a revised **Exhibit B**, which shall show the location of the Easements and shall substitute for the **Exhibit B**, delivered with the Option Notice. Grantee shall have the right to record in the County where the Property is located a notice incorporating the revised **Exhibit B**.

3. **Effect of Agreement; Interest in Property.** The Parties intend that this Agreement creates a valid and present interest in the Property in favor of Grantee. Therefore, the Option shall be deemed an interest in and encumbrance on the Property which shall run with the land and shall be binding on the Property and the Grantor and its successors and assigns and shall inure to the benefit of Grantee and its successors and assigns. Grantor agrees that during the Option Term, Grantor shall not convey the Property or any other interest therein or permit any lien or encumbrance to attach to the Property unless the transferee or lien holder, as the case may be, shall agree, in writing to be bound by this Agreement. Grantor shall also protect and defend Grantee's interest in the Property and its rights and benefits hereunder.

4. **Ownership.** Grantor is the holder of fee simple title to all of the Property, and has the right, without the joinder of any other party, to enter into this Agreement and grant the Easements. Grantor agrees to warrant generally and defend its ownership of the Property and Grantee's interest in this Agreement against any other party claiming to have any ownership interest in the Property.

5. **Interference.** Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees, successors or assigns will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic or other forms of energy to or from the Property; or (iii) take any action which will interfere with or impair Grantee's access to the Property for the purposes specified in this Agreement. Grantor shall not construct or place any buildings, structures, plants, or other obstructions on the Property which would result in the violation of the minimum clearance requirements of the National Electric Safety Code or would interfere with the operation and maintenance of the Facilities. Grantor shall not excavate so near the sides of or underneath the Facilities installed as to undermine or otherwise adversely affect their stability and usability. Grantee shall also have the right and privilege to trim, cut down, or control the growth of trees or any other vegetation on the Property, as in the sole judgment of Grantee may interfere with maintenance or operation of the Facilities.

6. **Assignment & Sublease.** Grantee shall have the right, without Grantor's consent, to sell, convey, lease, transfer, or assign all or any portion of its interest in the Agreement and Property, on either an exclusive or a non-exclusive basis, or to grant subleases, co-leases, separate leases, easements, licenses or similar rights with respect to the Property (collectively, "**Assignment**"), to one or more persons or entities (collectively "**Assignee**"). Any such assignment by Grantee of its interests in this Agreement shall release Grantee from all obligations accruing after the date that liability for such obligations is assumed by the Assignee.

7. **Mortgage.** Grantee may, upon notice to Grantor, but without Grantor's consent or approval, mortgage, collateralize, assign, or otherwise encumber and grant security interests in all or any part of its interest in the Property. These various security interests in all or a part of the Property are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee**". To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

8. **Hazardous Materials.** Grantor represents and warrants that, to the best of Grantor's knowledge, the Property is not and has not been in violation of any federal, state or local environmental health or safety laws, statute, ordinance, rule, regulation or requirement ("**Environmental Laws**"), and Grantor has not received any notice or other communication from any governmental authorities alleging that the Property is in violation of any Environmental Laws. "**Hazardous Materials**" shall mean any asbestos containing materials, petroleum, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances, or toxic substances under any federal, state, or local law or regulation. Grantor represents and warrants that, except as disclosed to Grantee in writing, to the best of Grantor's knowledge, no underground storage tanks and no Hazardous Materials are or were located on the Property during or prior to Grantor's ownership of the Property. Grantor has not violated and shall not violate in a material way any Environmental Law relating to the Property.

9. **Indemnity & Insurance.** Grantee acknowledges and agrees that it shall hold Grantor and its successors and assigns in interest harmless for any liability whether known or unknown that arises from Grantee exercising its rights under this Agreement including liability resulting in injuries to persons who enter onto the Property in the exercise of its rights or any failure of Grantee to maintain its Facilities except for liability arising from the gross negligence or willful misconduct of Grantor and its successors, assigns and invitees. Grantee acknowledges and agrees that it shall maintain sufficient liability insurance that is standard in the industry.

10. **Removal.** If this Agreement is terminated, after the Option is exercised in accordance with paragraph 1.c, and after receiving a written request from Grantor, Grantee shall remove all Facilities on the Property and restore the Property to its approximate original condition that existed before Grantee constructed its Facilities all at Grantee's sole cost and expense. Such removal by Grantee shall be accomplished within one (1) year after receiving a written request from Grantor and include any Facilities to a depth of forty-eight inches (48") beneath the surface of the Property.

11. **Notice.** All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the recipient named in the preamble; (ii) upon receipt after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the party named in the preamble; or (iii) upon receipt after deposit with a nationally recognized courier service addressed by name and address to the party named in the preamble. Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party or an officer or representative, or to a different address, or both.

12. **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall be enforced to the fullest extent permitted by law.

13. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania. The Parties agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good faith negotiation. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, each shall have all remedies available at law or in equity. **Each Party waives all right to trial by jury and specifically agrees that trial of suits or causes of action arising out of this agreement shall be to the court of competent jurisdiction.**

14. **Successors and Assigns.** The Easements and any restrictions of this Agreement shall run with the Property and land affected and shall be binding on, Grantor and Grantee, together with their mortgagees, assignees, and respective successors and assigns, heirs, personal representatives, tenants or persons claiming through them.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between Grantor and Grantee respecting the subject matter. Any agreement, understanding, or representation with respect to the subject matter of this Agreement not expressly set forth in this Agreement or later in a writing signed by both parties, is null and void. This Agreement and the easement shall not be modified or amended except for in writing signed by the parties or their successors in interest.

16. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

17. **Compensation.** The compensation due by Grantee to Grantor for this Agreement is set forth in a separate Compensation Agreement between the Parties which the Parties agree shall not be recorded.

[Signatures follow on next page]

EXECUTED effective the day and year first hereinabove written.

Grantor:

[insert Grantor's Name]

Form of Individual Acknowledgment

ACKNOWLEDGMENT

Commonwealth of Pennsylvania
County of _____

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

In witness whereof, I hereunto set my hand and official seal.

Notary Public

Form of Corporate Acknowledgment

ACKNOWLEDGMENT

Commonwealth of Pennsylvania
County of _____

On this, the _____ day of _____, [*insert year*] before me, the undersigned officer, personally appeared _____ who acknowledged him/herself to be the _____ of _____, a corporation, and that he/she as such _____ being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by her/himself as _____.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

Grantee:

NextEra Energy Transmission MidAtlantic, Inc.,
an Indiana corporation

By: _____
Matt Pawlowski
Assistant Vice President

ACKNOWLEDGEMENT

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me **by means of** **physical presence** or **online notarization**, this _____ day of _____, [*insert year*] by Matt Pawlowski, as Assistant Vice President of NextEra Energy Transmission MidAtlantic, Inc., an Indiana corporation, on behalf of the company, who is personally known to me or has produced a driver’s license as identification.

(notary seal)

NOTARY PUBLIC, STATE OF FLORIDA

EXHIBIT A

Legal Description of Property

[insert Legal Description of Property and Parcel Identification Number]

EXHIBIT B

Depiction of Easements

To be provided with Option Notice

COMPENSATION AGREEMENT

In consideration for entering into the Option and Transmission Easement ("**Agreement**") with NextEra Energy Transmission MidAtlantic, Inc., an Indiana corporation ("**Grantee**"), [*insert Grantor's Name*] ("**Grantor**") shall receive the following compensation:

Option Payment. A \$[*insert amount*] option payment per year on or before each anniversary of the Effective Date during the Option Term unless Grantee elects to discontinue the Option or Grantee exercises the Option. The first option payment shall be paid within sixty (60) days after the Effective Date (as defined in the Agreement).

One-Time Payments.

(a) A signing bonus of \$[*insert amount*] if Grantor executes the Agreement on or before the date which is fifteen (15) days from the date in which the original draft of this Agreement is tendered to Grantor or Grantor's representative or attorney. The signing bonus shall not be credited against other payments to be made to Grantor under this Agreement and shall be paid within sixty (60) days of the Effective Date of the Agreement.

(b) If Grantee exercises the Option, a one-time payment calculated by multiplying \$_____ per acre for each acre of transmission line constructed on the Property which shall be paid within sixty (60) days after the Commencement Date. The acreage amount will be determined by a survey to be completed before the transmission line is constructed. Should the actual acreage amount increase on the Property after the entire transmission line has been constructed, Grantee will compensate Grantor for the additional acreage at the aforementioned per acre rate.

Crop Compensation. Each time Grantee exercises its rights under the Agreement it shall compensate Grantor or its tenants for all crops (including native or improved grass pasture) lost or destroyed by reason of the use, but in no case shall Grantee be required to pay more than a single, total crop loss in any one crop year. Damages will be calculated by the following formula: Unit Price x Unit Yield Per Acre x Acres Damaged = Damages. Prices for damaged or destroyed crops will be based on the average of the last previous March 1st and September 1st Chicago Board of Trade ("**CBOT**") prices for that crop. If the crop is not traded on the CBOT, the price shall be based on the dominant trading exchange for that crop, but the formula shall remain the same. Yield will be the average of the previous three (3) years' yields according to Grantor's records for the smallest parcel of land that includes the damaged area. If Grantor does not have yield records available, the parties will use National Agricultural Statistic Services records or other commonly used yield information available for the area. The Parties shall try in good faith to agree to the extent of damage and acreage affected. If they cannot agree, they shall have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent. A crop compensation form shall be completed and delivered to Grantee within two hundred forty (240) days after the damage occurs. Payment shall be made within sixty (60) days after mutual execution of the crop compensation form.

Confidentiality. Any amounts paid to Owner are to remain strictly, totally and completely confidential and any breach of the terms of this paragraph shall expose Owner to, and entitle Operator to seek all equitable relief as well as monetary damages from Owner.

Allocation. Payment due under the Agreement shall be distributed as follows:

[insert %]% to [insert Grantor's Name]

Signed and completed W-9 form required from each payee before payment is due from Grantee.

Grantor:

[insert Grantor's Name]

[insert month] _____, [insert year]

Code of Conduct for all Internal and External Land Services Staff

This Code of Conduct applies to all communications and interactions with stakeholders, property owners, tenants and occupants of the real property by all land services employees and sub-contractors representing NextEra Energy Transmission subsidiaries¹.

Such activities may include, but are not limited to, the performance of all negotiations for the acquisition of right-of-way, survey permitting, coordination and support activities, environmental and cultural assessments, geotechnical studies and all other activities conducted on real property not specifically owned by NextEra Energy Transmission subsidiaries.

The only objective of these activities is to obtain voluntary agreements from all parties involved.

Communication

All communications and interactions with stakeholders, property owners, tenants and occupants must be factually correct and made in good faith.

- Make truthful and accurate statements.
- Provide the party with the relevant contact information in case further communication is needed.
- Follow-up in a timely manner on all commitments to provide additional information.
- Acknowledge when the answer to a question is unknown but assure the party that the question will be investigated and the correct information will be provided later.
- Follow up promptly with the party to provide corrected information if the initial provided details are found to be incorrect.
- Provide maps and documents to keep the party properly informed.
- Represent the status of the project accurately by acknowledging its pending authorization from regulatory and permitting bodies.
- Send written communication only when an agreement has been reached to ensure accuracy.

Conduct

All communications and interactions with stakeholders, property owners, tenants and occupants of property must be respectful, reflecting honest and fair dealings.

- Identify yourself immediately as representing the project.
- Act with integrity, ensuring all interactions are respectful and free from coercion.
- Obtain unequivocal permission to enter the property for the purposes of surveying, conducting environmental assessments or other activities.
- Respect the party's wishes if not given permission to continue negotiations or perform survey or other work on their property.
- Leave the property if asked to by the party until or unless authorized by a project supervisor.
- Discontinue discussion with the party if the situation becomes acrimonious.

¹ NextEra Energy Transmission MidAtlantic, Inc. and NextEra Energy Transmission Virginia, Inc. are subsidiaries of NextEra Energy Transmission, LLC.

- Notify the party every time before entering the property in accordance with the given permission.
- Explain the scope of the work to be conducted clearly based on the permission given.

Confidentiality

All communications and interaction with stakeholders, property owners, tenants and occupants of the property are to remain confidential.

- Discuss business dealings only with the appropriate party.
- Focus on professional topics and project-related discussions.

Leading Competitive Transmission in North America

About

NextEra Energy Transmission, LLC, a subsidiary of NextEra Energy, Inc., is the leading competitive electric transmission company in North America. Through regional subsidiaries, NextEra Energy Transmission develops, finances, constructs, operates and maintains transmission assets across North America.

- » Won over 30% of all transmission solicitations in North America assigned to non-incumbents over the last 10 years
- » Operating 10 projects with a total capex of \$3.3 billion
- » Been the leading innovator in cost containment measures for customers

Delivering Transmission Solutions

NextEra Energy Transmission is uniquely adept at creating comprehensive transmission solutions for customers. By leveraging the full technical, financial and operational capabilities of our parent company, we can execute large and complex transmission projects on-time and on-budget.

Investing in Transmission Infrastructure

NextEra Energy Transmission's investments are critical to improving the efficiency and reliability of the electric grid as well as building the electric grid needed to decarbonize the U.S. economy. Combining our portfolio of operational and development projects in 16 states and Canada, NextEra Energy Transmission and its subsidiaries operate approximately 2,200 circuit miles of transmission lines across eight regional utilities, representative of \$5 billion in investments.



Project Spotlight

Trans Bay Cable

Trans Bay Cable is a 53-mile direct current electric transmission cable with a fiber optic communication cable bundled together and buried in the San Francisco Bay.

- » Trans Bay Cable can provide up to 40% of the power used daily in San Francisco.

Empire State Line

The Empire State Line is a 20-mile, 345-kV transmission line that begins in Niagara County in the town of Royalton and ends in Erie County in the town of Elma.

- » The line allows an additional 3,700 MW of renewable energy to be delivered into New York.

East-West Tie

The East-West Tie is a 450-kilometre, 230-kV double-circuit transmission line connecting the Wawa Transformer Station to the Lakehead Transformer Station.

- » The project was one of the largest investments in the electric system in Northwestern Ontario in decades and provides access to energy to support new economic growth.

Frequently Asked Questions - MidAtlantic Resiliency Link

Who is NextEra Energy Transmission MidAtlantic?

NextEra Energy Transmission MidAtlantic is a subsidiary of NextEra Energy Transmission, LLC, the leading competitive electric company in the U.S. that operates approximately 2,200 circuit miles of transmission lines across North America. NextEra Energy Transmission and its subsidiaries have substantial experience creating innovative and cost-effective transmission solutions that are critical to improving the efficiency and reliability of the electric grid. This includes developing, designing and constructing transmission projects across 16 states and Canada.



What is the MidAtlantic Resiliency Link?

The MidAtlantic Resiliency Link is a proposed transmission project designed to improve the reliability of the electric grid by building a new approximately 105-mile 500-kV transmission line across Maryland, Pennsylvania, West Virginia and Virginia as well as a new 500/138-kV substation. Other transmission developers will be responsible for building the remainder of the proposed project.

NextEra Energy Transmission MidAtlantic's MidAtlantic Resiliency Link project was selected by PJM as part of a portfolio of transmission solutions to address reliability concerns resulting from the retirement of power generation sources, support for cleaner power sources and additional electricity demand in the region.

¹ PJM Interconnection (November 2023). 2022 RTEP Window 3 - Reliability Analysis Report.

What is the role of PJM with this project?

PJM is a regional transmission organization that is charged by the Federal Energy Regulatory Commission with coordinating the sale and movement of electricity in all or parts of 13 states and the District of Columbia. It's PJM's responsibility to meet the electricity needs of the 65 million people in their footprint. This includes planning for the future needs of the electric system. The MidAtlantic Resiliency Link emerged from the PJM planning process where the project was subject to evaluation and a stakeholder review process by PJM before being approved by its Board of Managers. The project was selected and approved based upon its expandability, cost efficiency and technical effectiveness.

What is the need for this project?

PJM routinely conducts a long-range Regional Transmission Expansion Plan (RTEP) process that identifies what changes and additions to the electric grid are needed to ensure reliability. When undertaking its 2022 RTEP, PJM identified severe reliability issues resulting from the retirement of power generation sources, support for cleaner power sources and additional electricity demand in the region. In response, NextEra Energy Transmission MidAtlantic submitted the MidAtlantic Resiliency Link as a proposed solution to help address the reliability concerns.

Why was this project selected by PJM?

PJM selected proposals which were the most effective or cost-efficient solutions for addressing the transmission needs in the study area. In particular, PJM found that the MidAtlantic Resiliency Link offered the "needed reliability reinforcement to serve both the west to east transfer need and also provide a third supply source."¹

How did PJM get public input on this project?

PJM's Transmission Expansion Advisory Committee served as the main public forum for stakeholders and PJM staff to exchange ideas, discuss study assumptions and review project details. Members of the public were able to attend, either in-person or by phone, to participate in these meetings and provide their feedback to PJM.

What are the benefits of this project?

With the transmission projects solicited in the 2022 RTEP Window 3, PJM was preparing for the retirement of power generation sources, support for cleaner power sources and additional electricity demand in the region. Along with the other selected proposals, the MidAtlantic Resiliency Link helps ensure the reliable delivery of electricity while being able to scale to serve the future needs of all 65 million customers in the PJM footprint as well as all of the new generation seeking to connect to the grid.

In addition, the MidAtlantic Resiliency Link will increase electric reliability in the region, minimizing power outages and blackouts. Further, the project will spur job opportunities and investment in the local economy while generating additional opportunities for economic development through the expanded transmission capacity. Unlike other forms of development, the benefits to the economy from this project come without straining existing resources such as roadways or public services.

How is a route for this project determined?

NextEra Energy Transmission MidAtlantic is committed to working with local communities, regional stakeholders, regulators and landowners to ensure we select the most appropriate transmission route. As part of the regulatory processes to approve the project, NextEra Energy Transmission MidAtlantic has begun a detailed routing study with an external consultant to evaluate potential route alternatives. However, the points of interconnection on either end of the route have been defined by PJM. The main goal of this process is to collaborate with local communities to identify a route that avoids or limits impacts to landowners, local communities and the environment while meeting the energy reliability needs of the region.

What does the routing process entail?

The routing process is an ongoing process in which qualified employees and third-party subject-matter experts evaluate potential routes and alternatives. Obtaining input from landowners, the public, local governments and regulatory agencies is critical to the routing process as that feedback is incorporated into the routing criteria.

How can the public provide feedback on the route?

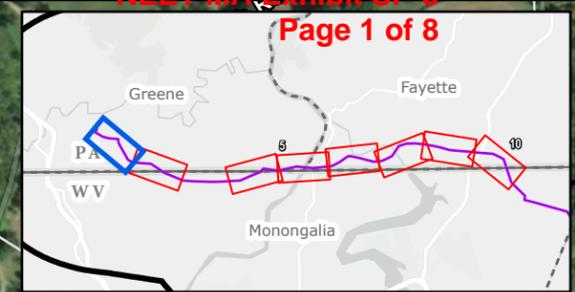
As part of the project development efforts, NextEra Energy Transmission MidAtlantic is committed to cultivating and maintaining strong relationships with local communities as well as establishing ongoing, transparent dialogue so that landowners are given the opportunity to be involved and communicate their perspectives. This includes using a variety of tools to keep the community informed about the project and gain input, including a toll-free hotline, open houses and interactive map.

When will public meetings occur on this project?

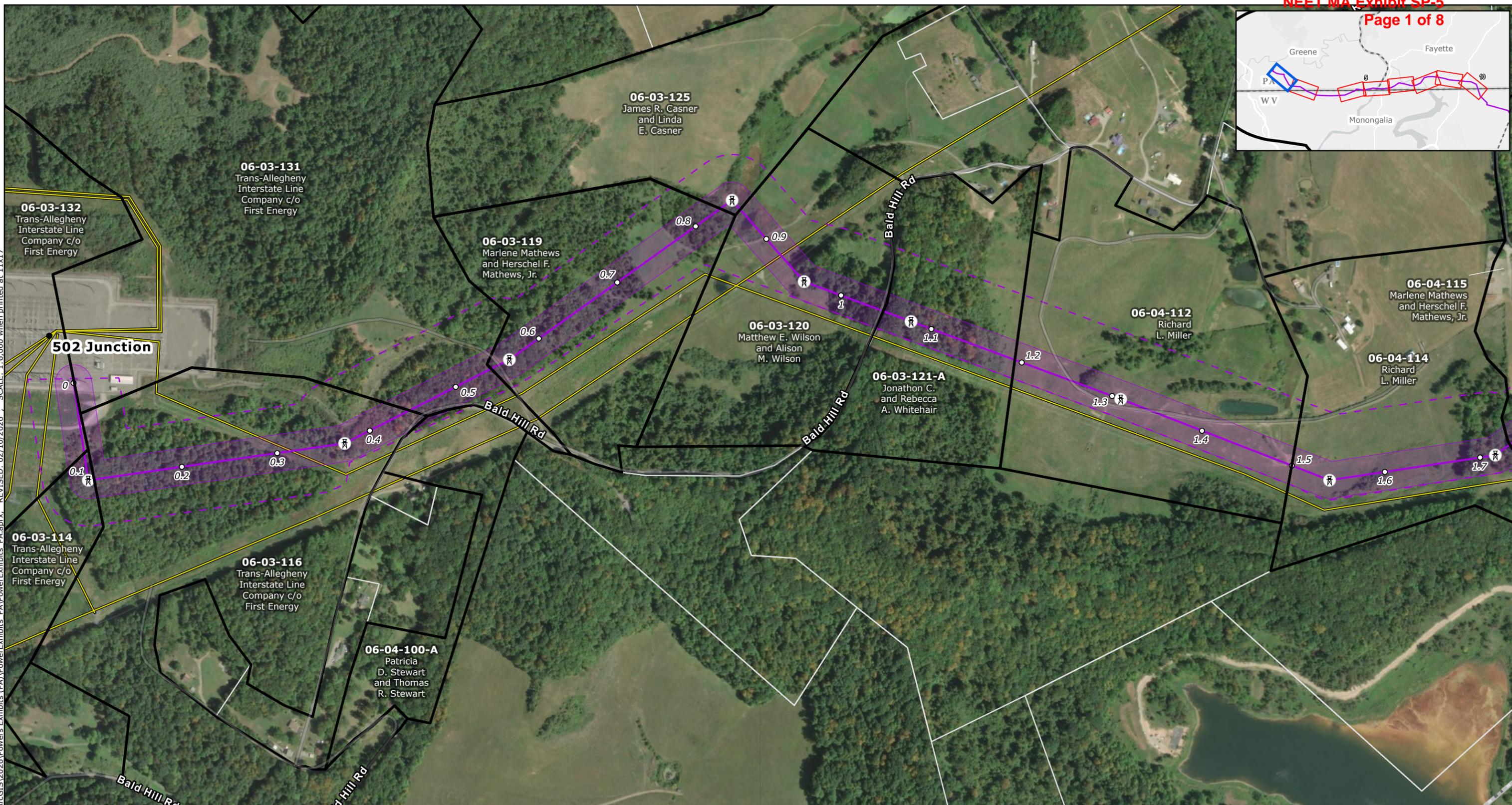
NextEra Energy Transmission MidAtlantic is currently in the process of developing a detailed routing study to evaluate route options which will be shaped by stakeholder input. As part of this process, we plan to host meetings to obtain feedback on the potential routing alternatives with these expected to occur in late Winter 2025 or early Spring 2025.

When will NextEra Energy Transmission MidAtlantic file its siting application?

NextEra Energy Transmission MidAtlantic is developing a detailed routing study to evaluate route options. Upon completion of this process and the related outreach to notify the public on the proposed route, NextEra Energy Transmission MidAtlantic will file its application with each state commission. NextEra Energy Transmission MidAtlantic is targeting Summer 2025 to file with the state commissions, which is subject to change based on the routing process and community outreach.



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- Project Components**
- Project Endpoints
 - ⊗ Towers
 - Milepost
 - Proposed Route Centerline
 - Proposed Route ROW Corridor
 - - - Aerial Easement Blowout Areas
 - - - Siting Corridor

- Approximate Parcel Boundaries**
- All Parcels
 - ▭ Parcels Crossed by the Proposed Route ROW Corridor
- Base Data**
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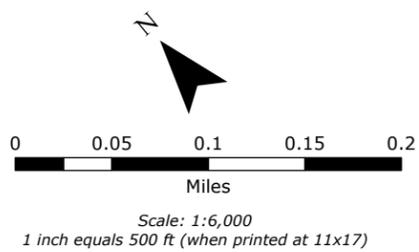
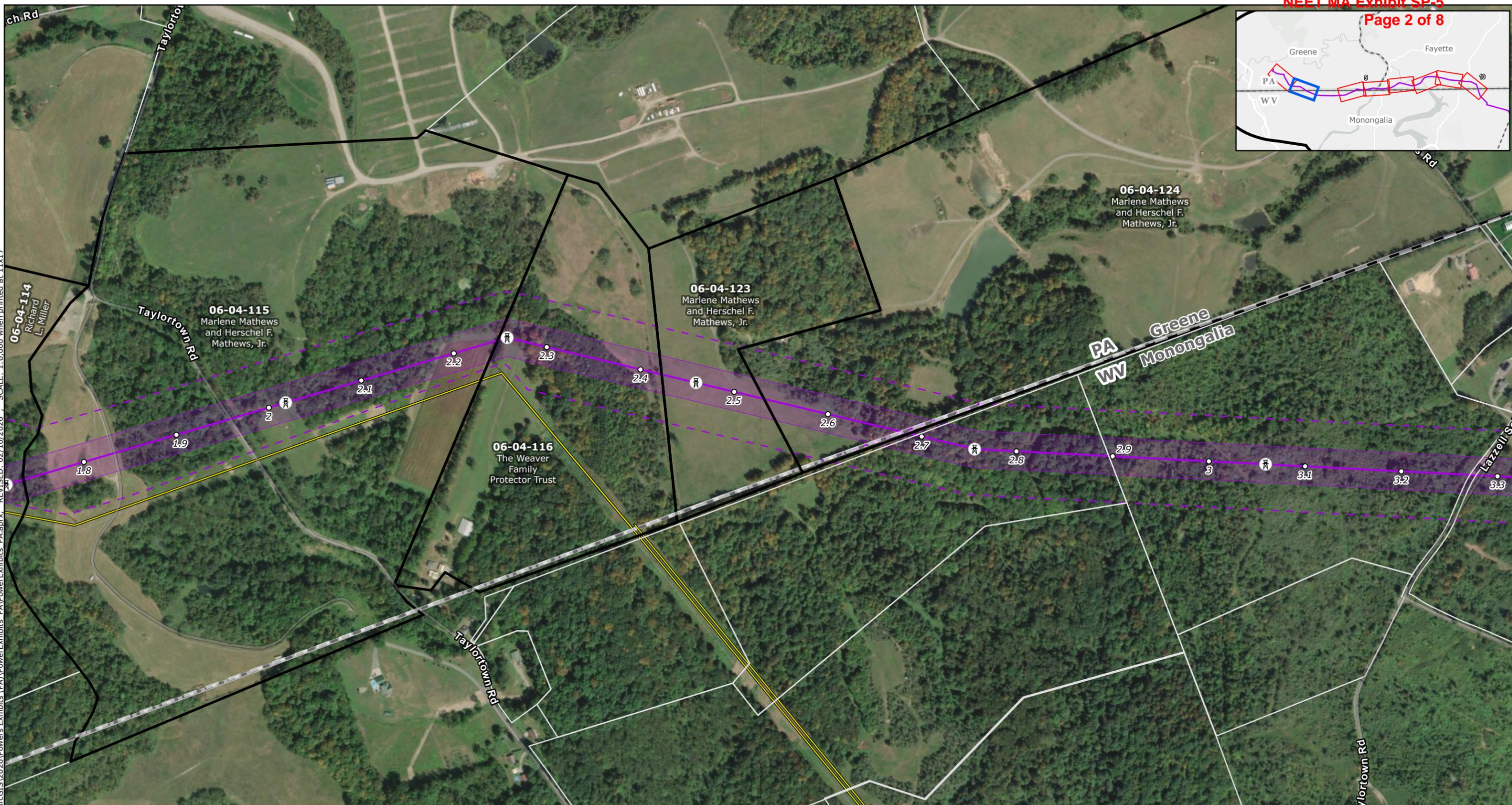
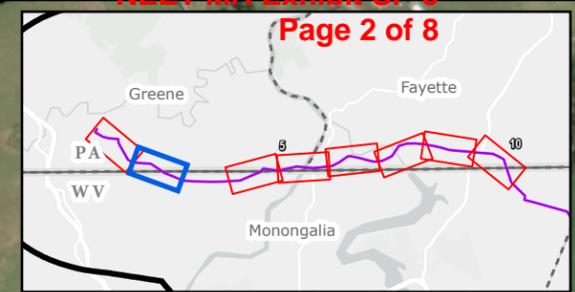


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Detailed Maps Showing
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 MidAtlantic Resiliency Link





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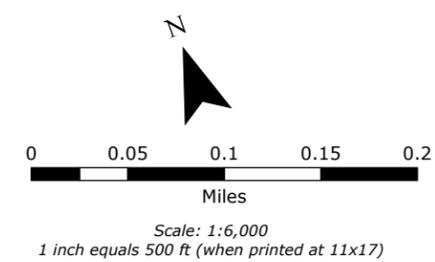
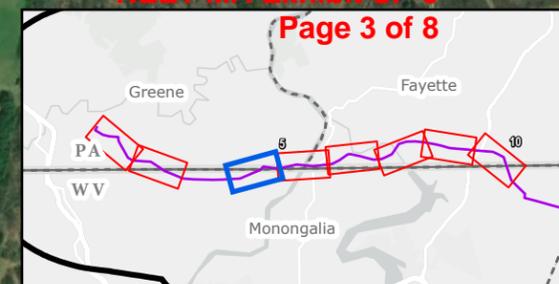


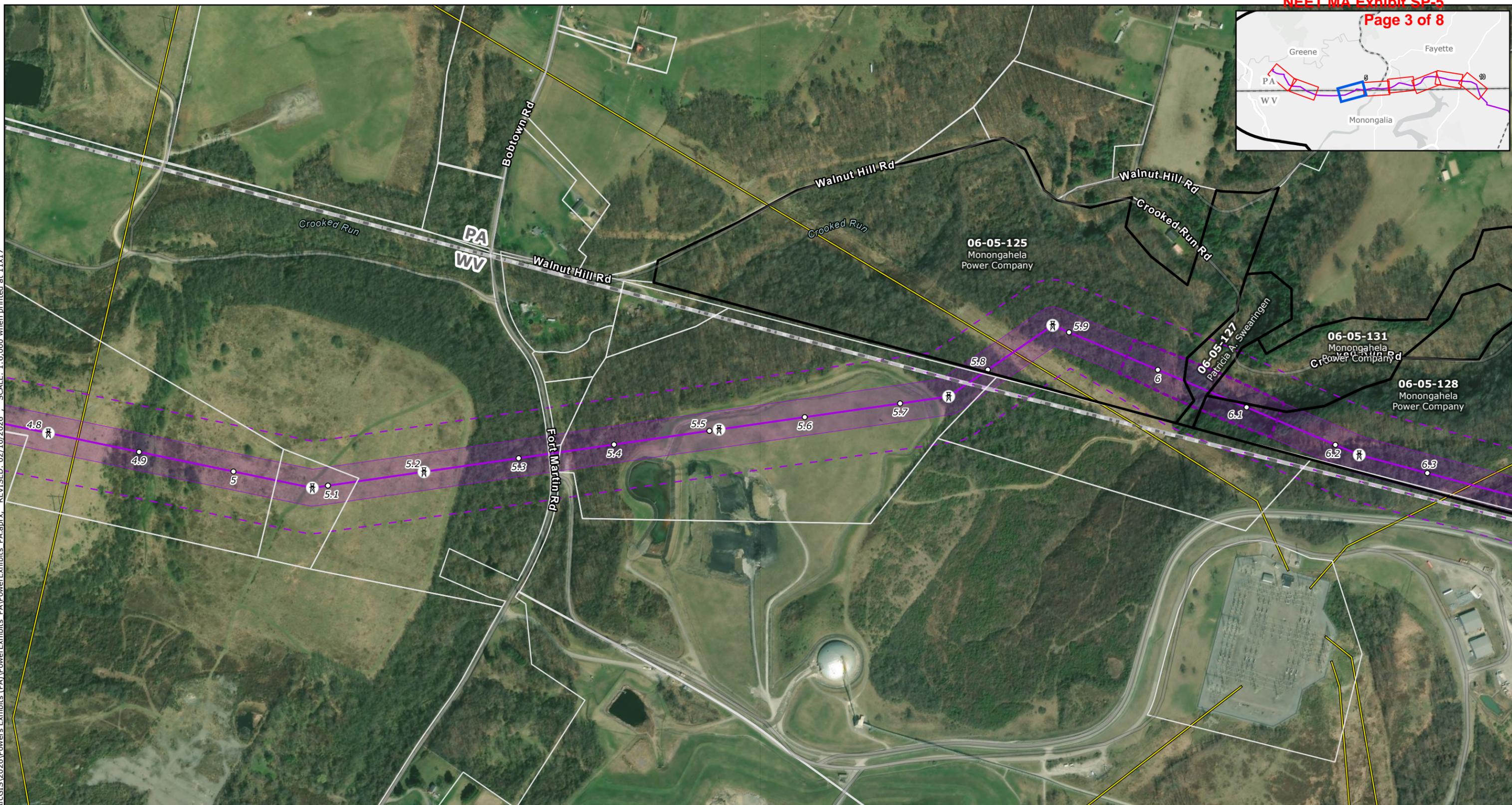
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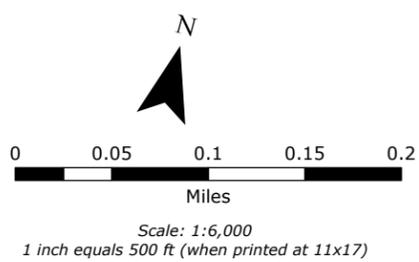
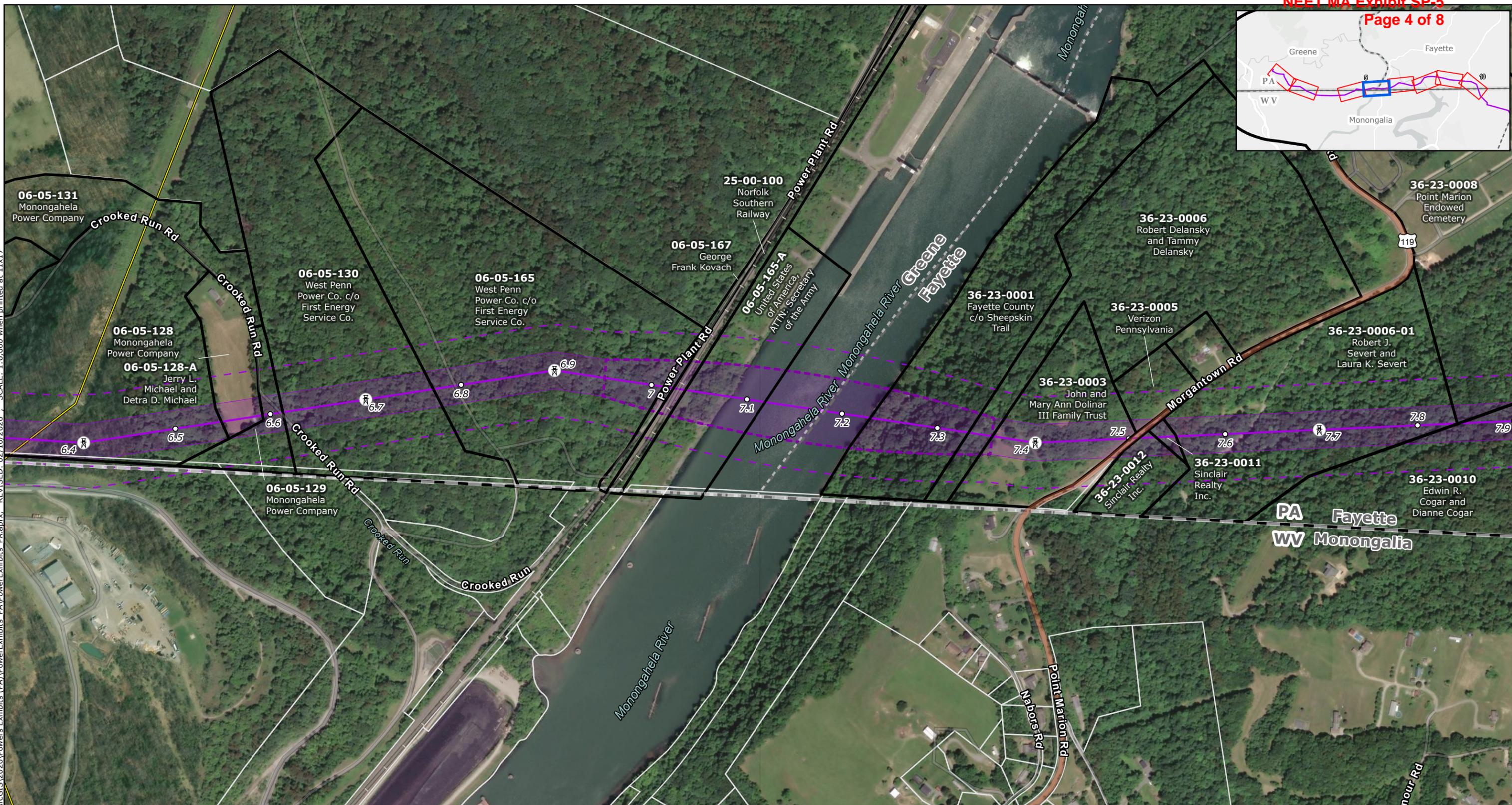
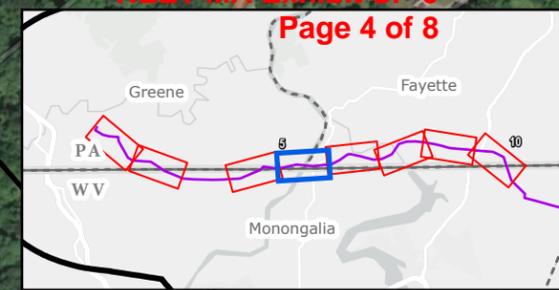


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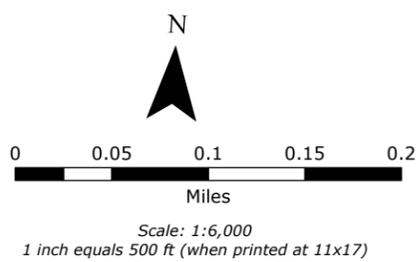
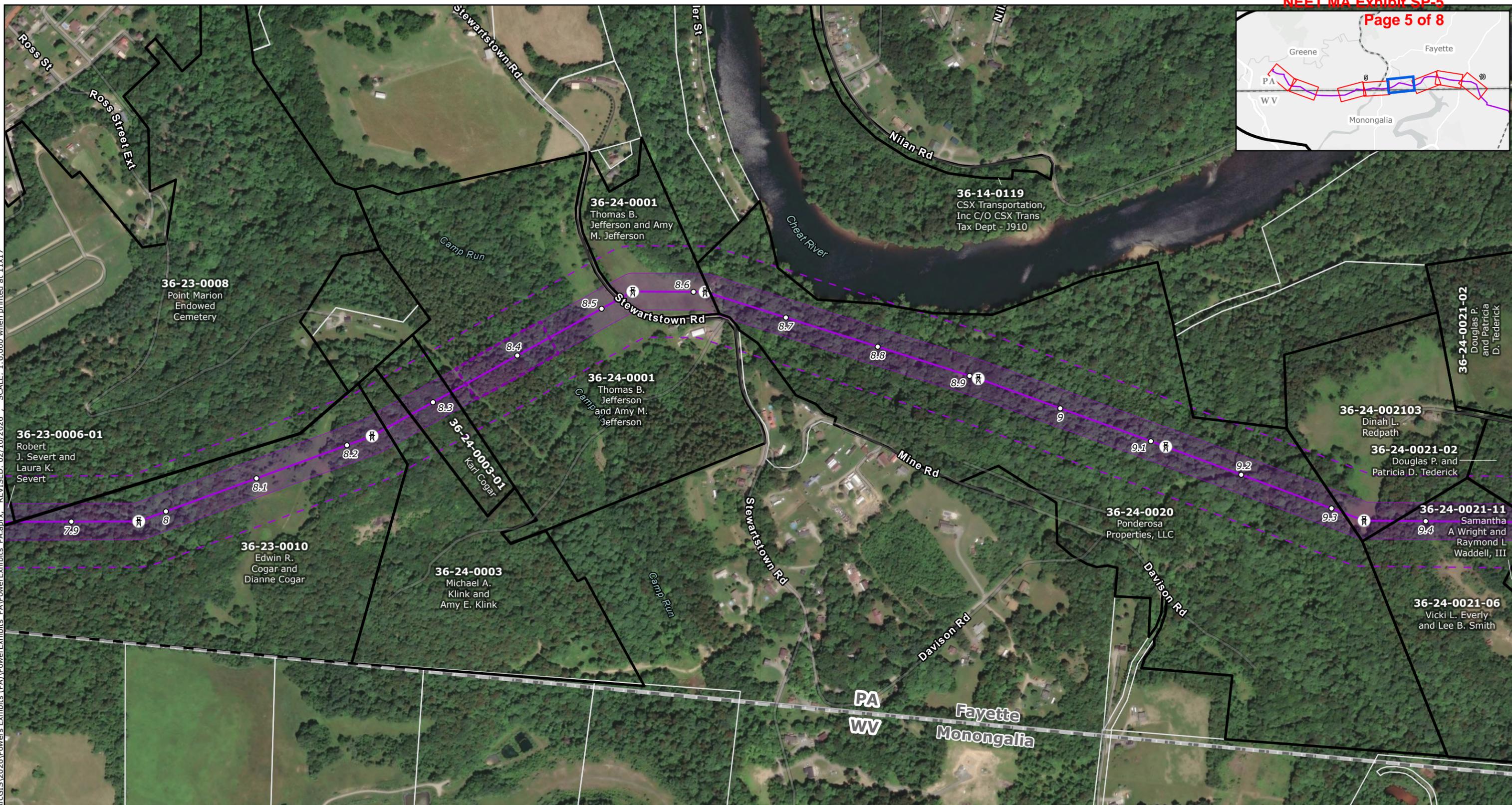
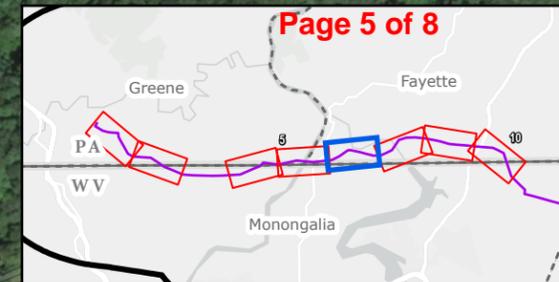


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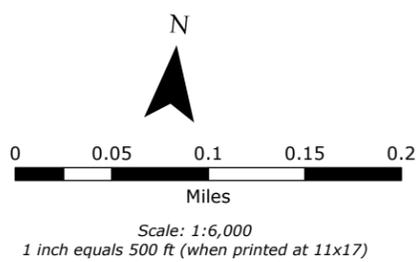
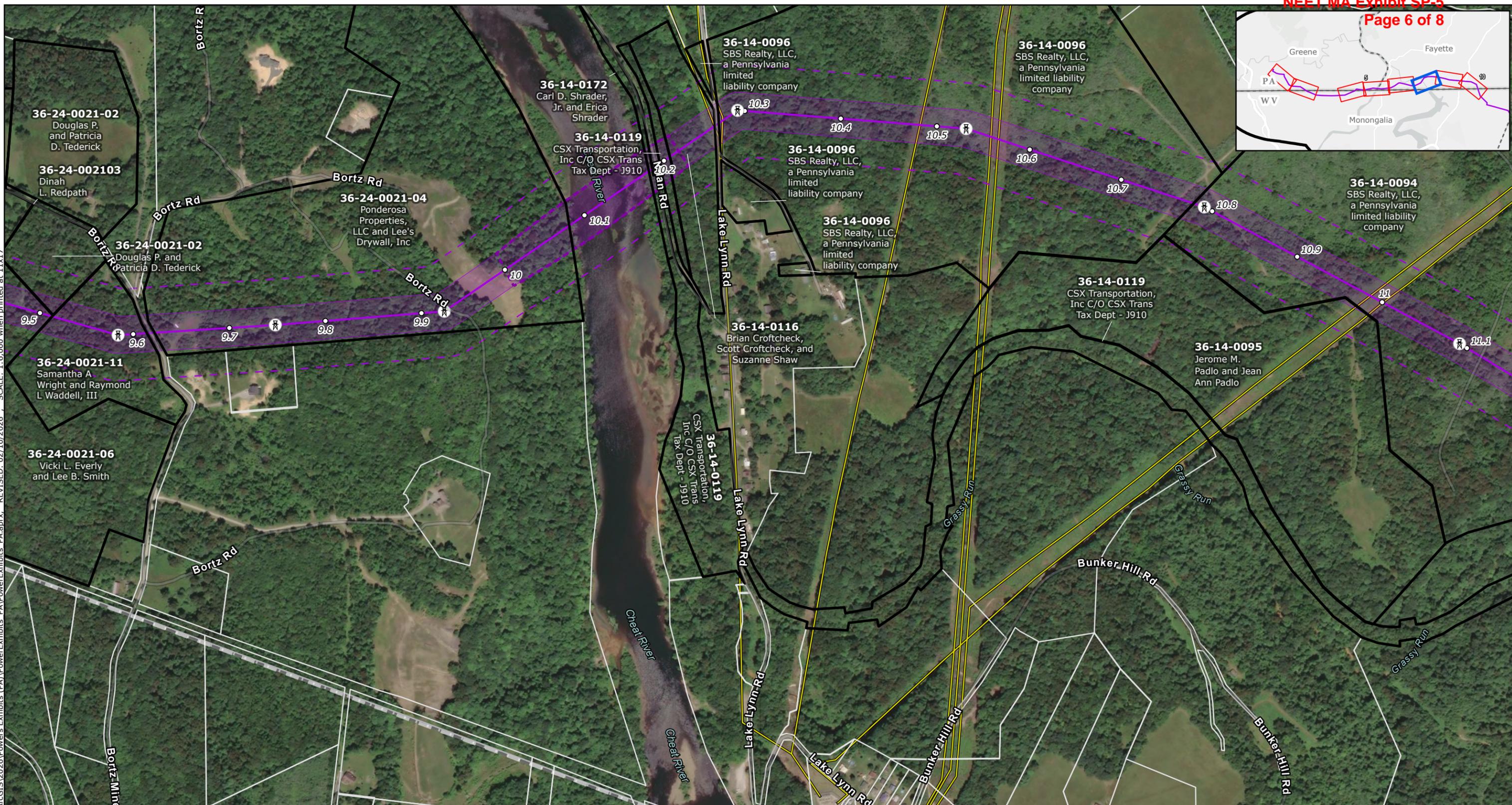
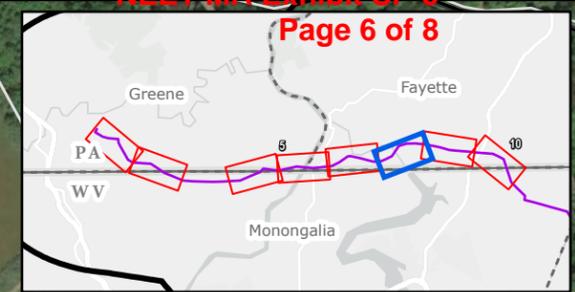


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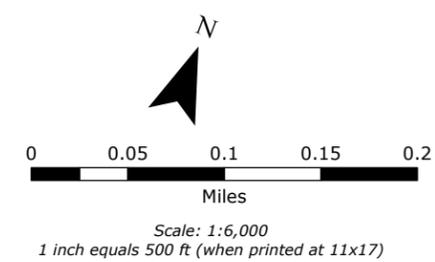
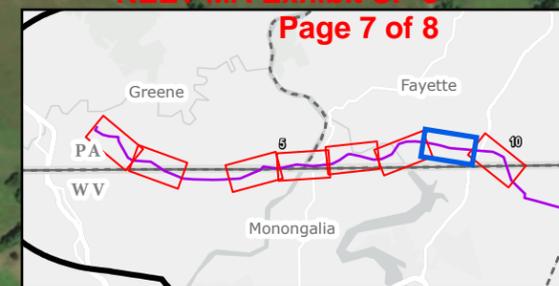


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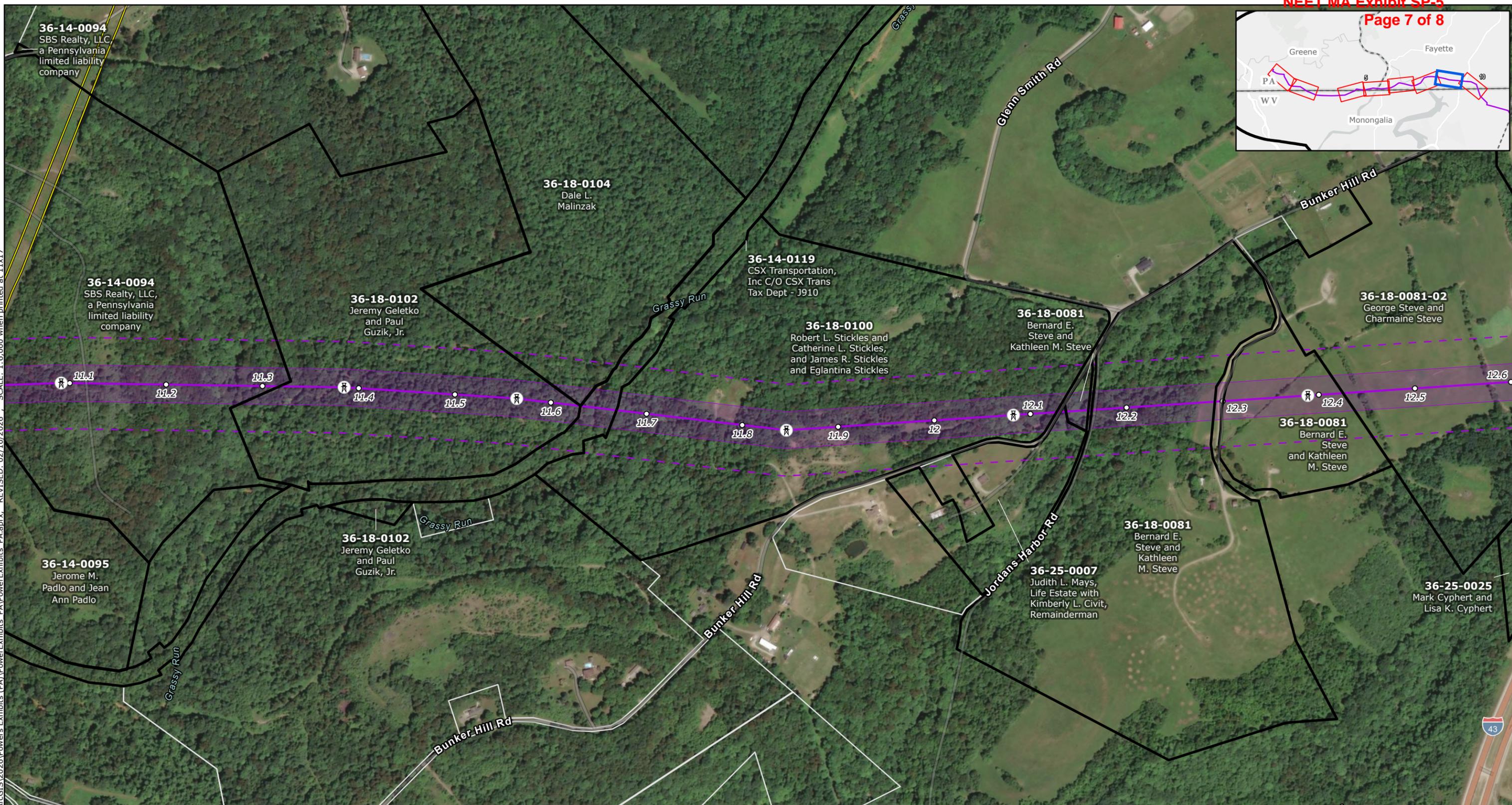


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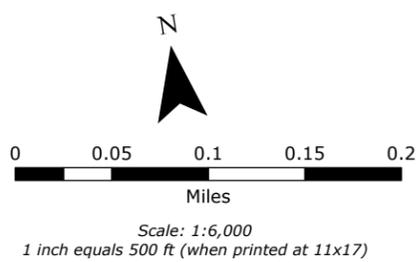
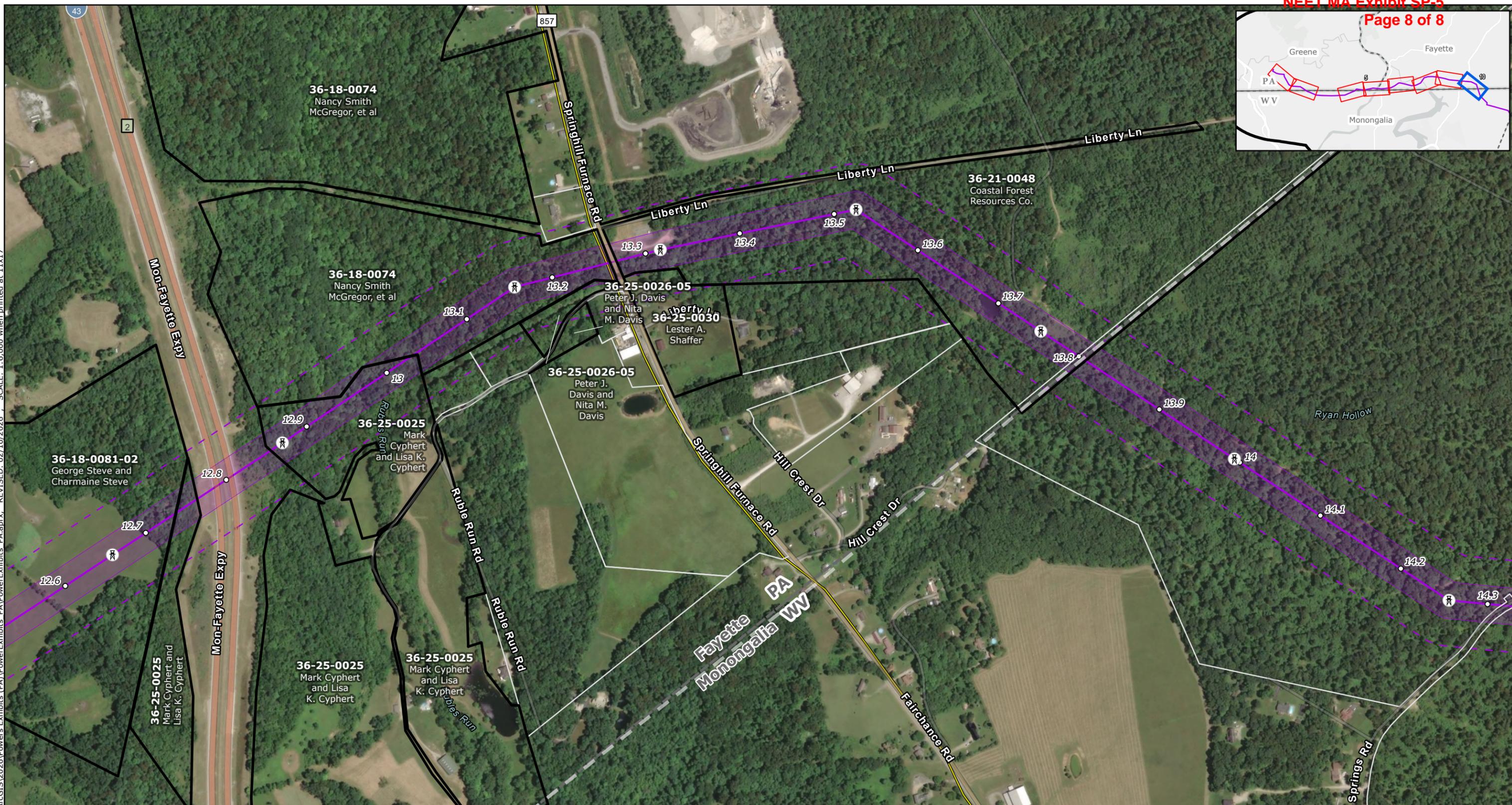
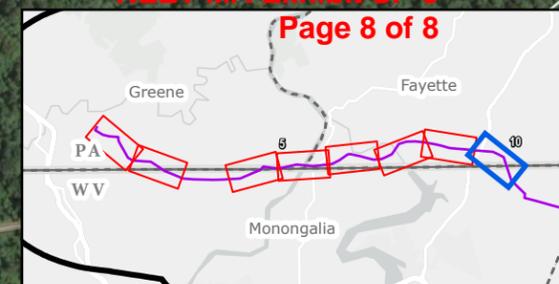


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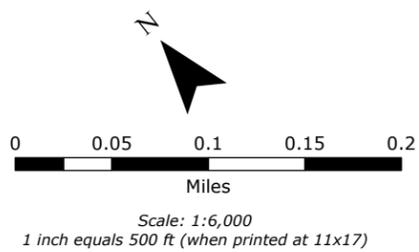


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Transmission Vegetation Management Operations Manual

01/21/2025

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0 Glossary of Defined Terms

Term	Definition
Clearance 1	Minimum approach distances to energized conductors for persons other than qualified line-clearance arborists and trainees as defined in Table 2 of ANSI Z133.1, 2017; Refer to Appendix 1.
Clearance to Wire (CTW)	A radial distance measurement between vegetation and transmission lines. CTW measurement should be taken on vegetation placed into the annual work plan.
Corridor	A single line circuit or multiple line circuits running in parallel and organized in such a manner that can be managed together as one unit.
Diameter at Breast Height (D.B.H.)	The standard position for diameter measurements at standing trees is at breast height, defined at the height of 4.5 feet from ground level.
Inspector	Individual assigned with the responsibility of evaluating the condition of the ROW and clearances between vegetation and applicable transmission lines.
Minimum Vegetation Clearance Distance (MVCD)	The minimum distance to prevent flashover as specifically identified in FAC-003-5, Table 2; Refer to Appendix 3.
NERC applicable line	These include lines operated at 200kV or higher, or lines identified as an element of an IROL, or lines that are an element of a Major WECC Transfer Path, or lines that are operated at 200kV or higher and extend greater than 1 mile beyond the fenced area of the generating station switchyard to the point of interconnection, or lines that are operated at 200kV or higher and do not have a clear line of sight from the generating station switchyard fence to the point of interconnection.
Right-of-Way (ROW)	Type of legal right by ownership, easement, permit, grant, or reservation over land for the operation of electrical transmission lines. The maintained width of the ROW is as established at the time of construction or what has been maintained prior to FAC-003-1.
Transmission Vegetation Management System (TVMS)	Geographical Information System (GIS) based work management software that serves as the system of record for Transmission Vegetation Management Inspections, Work Planning, Work Execution and Compliance.
Tree Risk Assessment	Line inspection shall include assessing the risk associated with the failure of a tree or tree part, its potential for impacting the facilities and the consequences (ANSI A300 Part 9). A prescription shall be placed in TVMS to mitigate risks. Mitigation measures should include, but not limited to the following future monitoring, removal, topping to make safe and crown reduction.

Trigger Distance	Minimum approach distance from energized conductors for qualified line-clearance arborists and trainees as defined in Table 3 of ANSI Z133.1, 2017; refer to appendix 2. Vegetation conditions at or inside the Trigger Distance are classified as an emergent vegetation condition prescription (EVC) which starts the Emergent Vegetation Process.
Vegetation Action Threshold (VAT)	Vegetation program objective for NERC and Non-NERC lines to keep vegetation clear of power lines by VAT distance; Refer to Appendix 4 and Appendix 5.
Work Batch(s)	Work prescription(s) are prioritized and organized into groups which become the annual work plan.
Work Prescription(s)	Defines and quantifies the work activity to meet the objectives of the plan and identifies when the work should be completed.

1 Introduction

This manual applies to all of NextEra Energy Inc. and its registered entities listed in Appendix 9.1 with designated overhead transmission lines identified as NERC FAC-003-5 applicable lines operated at 200kV or higher and lines operated below 200kV identified by the Planning Coordinator or Transmission Planner that can result in uncontrolled operation that adversely impacts the reliability of the Bulk Electric System. The objectives outlined in this program manual includes all non-applicable overhead transmission and distribution lines.

2 Objective

To define a vegetation management program that ensures reliability of the bulk electric system (BES). The following is a list of program objectives:

- Managing vegetation, prior to encroachment, into Vegetation Action Threshold (VAT) for NERC applicable and Non-NERC lines
- Mitigating potential fire hazards by managing fuel levels to acceptable limits
- Compliance with governmental vegetation related regulations and restrictions

3 System Structure/Work Prescriptions

3.1 Geographical Structure

The transmission system is organized by Subsidiary, Area, Sub Area, Corridors, Sites and NERC Regions.

3.2 Practices and Work Prescriptions

The vegetation management control methods are to use an integrated vegetation management approach to achieve program objectives through:

- Identification of compatible and incompatible vegetation through inspection
- Implementation of appropriate control methods to discourage incompatible vegetation.
- Promotion of compatible vegetation

Control methods are based on environmental impact and anticipated effectiveness, along with site characteristics, security, economics, current land use and other factors. These methods include, but are not limited to pruning, removal, herbicide application and mowing.

Work identified through the inspection process requires creation of a work prescriptions and is outlined as follows:

- **Aerial Spray:** Plant specific application of an approved herbicide broadcast across the entire right-of-way using helicopters or fixed wing aircraft. Unit is number of acres.
- **Aerial - RT (Dead):** A dead tree identified from an aerial inspection that will be removed. Unit is number of trees.
- **Aerial - RT (Leaner):** A structurally deteriorated tree identified from an aerial inspection that will be removed. Unit is number of trees.
- **Aerial - TTS:** A tree identified from an aerial inspection pruned to industry standards. Unit is number of trees.
- **Broadcast Spray:** Plant specific application of an approved herbicide to the entire right-of-way to achieve a species shift in the right-of-way diversity (necessary when one or two incompatible species dominate the right-of-way). Contractor shall achieve a 90% effectiveness after three months of those target species. The process of broadcast spray recognizes that the entire right-of-way will “brown-out.” Unit is number of acres.
- **Clear and Treat Brush:** Woody species removed, and herbicide applied to stumps or stems within the right-of-way as directed. Unit is number of acres.

- Clear Area: Trees removed, and stumps treated with appropriate herbicide in a specified area. Unit is number of trees.
- Critical Trim: A tree or group of trees approaching trigger distance pruned to industry standards. Unit is number of trees.
- Critical Removal: A tree approaching trigger distance identified for removal. Unit is number of trees.
- Emergent Vegetation Condition (EVC): Pruning of vegetation that is at or inside the minimum approach distance or identified as a safety concern. Reference in Emergent Vegetation Process. Unit is number of trees.
- Ground Check: Location identified during an aerial inspection that requires ground follow-up.
- Lidar Critical Trim: A tree or group of trees detected by remote sensing technologies to be approaching trigger distance to be pruned to industry standards. Unit is number of trees.
- Lidar Trim Area: A tree or group of trees detected by remote sensing technologies pruned to industry standards. Unit is number of trees.
- Linear Trim: Specifically identified spans of high-density trees pruned where it is not practical to obtain a tree count in advance of the work. Occasionally, there will be trees that require removal during this process. It is not necessary to document the count of these removals because linear trimming is based on length of work (not tree counts). Unit is linear foot for each side of right-of-way.
- Mechanical Trim: Specifically identified spans of trees pruned with a mechanical tree trimmer, such as a Jarraffe. Unit is linear foot for each side of right-of-way.
- Mow - Normal: Grass and brush in right-of-way mowed or cut to a height of less than six (6) inches. Brush DBH in right-of-way is less than two (2) inches. Unit is number of acres.
- Mow - Heavy: Grass and brush in right-of-way mowed or cut to a height of less than six (6) inches. Brush DBH in right-of-way is greater than two (2) inches. Unit is number of acres.
- Mow Roads & Pads: Grass and brush mowed or cut thirteen (13) feet on each side of the center line of the road or structure to a height of less than six (6) inches. Unit is number of acres.
- Mow - Specialized: Grass and brush in right-of-way mowed or cut to a height of less than six (6) inches. Vegetation cleared using unique methods with specialized equipment or the average soil in right-of-way is sufficiently wet to require low ground pressure equipment. Unit is number of acres.
- Pole Clearing: Clearing or application of plant specific approved herbicide on the structure pad to the target species for a minimum distance of ten (10) feet around the structure and one and one-half feet (1.5) around down guys. Unit is number of poles.
- Remove Trees: Trees or shrubs cut (4" or greater at DBH, 5" caliper or greater stump) at ground level and the stumps treated with the appropriate herbicide where necessary to prevent re-sprouting. Unit is number of trees.
- Remove Vines: The severing of vines at or above ground level and application of a plant specific approved herbicide. (Under no circumstances are vines removed from the pole if they are closer in elevation than ten (10) feet below energized facilities). Unit is number of poles.
- Restricted Work: Vegetation work with restrictions placed on the site or job by a governmental agency.
- Roll ROW: Vegetation in right-of-way rolled down using the tracks and a chopper (under wet conditions). Unit is number of acres
- Short Cycle Trim: A tree pruned to industry standards on a cycle less than 12 months. Unit is number of trees.
- Special: Unique vegetation work not defined in the current work prescription list.
- Spot Treat - Heavy: Plant specific application of an approved herbicide to the target species. The application shall achieve a 90% control after three months of all target species. Target species

density is greater than two thousand (2000) stems per acre or greater than sixty percent (60%) of the area of the span. Unit is number of acres.

- Spot Treat - Light: Plant specific application of an approved herbicide to the target species. The application shall achieve a 90% control after three months of all target species. Target species density is less than one thousand (1000) stems per acre or less than thirty percent (30%) of the area of the span. Unit is number of acres.
- Spot Treat - Medium: Plant specific application of an approved herbicide to the target species. The application shall achieve a 90% control after three months of all target species. Target species density is greater than one thousand (1000) stems per acre and less than two thousand (2000) stems per acre or greater than thirty percent (30%) and less than sixty percent (60%) of the area of the span. Unit is number of acres.
- Tree Mitigation: Tree identified that has initiated the Vegetation Mitigation Process.
- TGR (Tree Growth Regulator): Specific application of approved TGR to a tree to slow its growth. Results should be evident within six (6) months and last for two to three years. Unit is number of trees.
- Trim Area: Trees pruned to industry standards in a specified area. Unit is number of trees.
- Trim Tree(s) to Standard: Branches pruned from a tree to industry standards. Unit is number of trees.
- Widen ROW Edge: Clear vegetation encroaching into the right-of-way to maintained right-of-way edge. Unit is number of acres.

4 Vegetation Management Program (NERC Standard FAC-003-5, Requirement R1 and R3)

4.1 Program Description

The Vegetation Management Program is designed to mitigate the risk of vegetation from encroaching into VAT. The key elements of the program are to inspect the applicable ROWs, document vegetation, prescribe a work plan, and execute the work plan prior to the vegetation encroaching into the VAT for NERC and Non-NERC lines.

Based on the inspections, work prescriptions are defined and inventoried in TVMS, including the work types (i.e., maintenance strategies and vegetation control methods) based on vegetation growth rates and environmental conditions. The identified work prescriptions are then prioritized and organized into groups of work which become the annual work plan, which is managed in TVMS, per Section 8.

4.2 Layers of Protection

The Vegetation Management Program has established layers of protection to prevent encroachment into MVCD:

- Growth and bend-in potential of the vegetation are gauged through the course of patrol/inspection.
- Quality Assurance and Control; Refer to Section 8.3.3
- Clearance to Wire measurements; Refer to Section 0

4.3 Quarterly Reporting to the Regional Entity (RE)

The Vegetation Management and Compliance groups shall report, at least quarterly to the RE, qualifying sustained transmission line outages determined to have been caused by vegetation. If interruptions have occurred that meet the NERC requirements for reporting, Vegetation Management will review outage with the Compliance Organization prior to submission.

5 Communicating the existence of a vegetation condition that is inside the Trigger Distance (NERC Standard FAC-003-5, Requirement R4)

The Inspector shall communicate to the appropriate control center, without intentional delay, vegetation conditions that are inside the Trigger Distance as defined in Appendix 2. Reference the Emergent Vegetation Process.

6 Mitigation Measures (NERC Standard FAC-003-5, Requirement R5)

Restrictions on scheduled work may include refusals by property owners to access or perform work batches to stop work by local authorities, or restrictions by federal and/or state agencies. These restrictions should be brought to leadership for action. While negotiations or legal action with governmental entities or landowners is underway, the Inspectors shall manage the restriction to prevent encroachment into MVCD.

If Vegetation Maintenance is constrained from being performed, the following actions should be taken and documented to prevent vegetation from encroaching MVCD on NERC applicable lines:

Refer to Vegetation Mitigation Process that requires:

- Short cycle prescription created for identified work.
- Increased condition assessment frequency to monitor the vegetation as warranted.

7 ROW Inspection Schedule (NERC Standard FAC-003-5, Requirement R6)

Generally, scheduled work will be determined by the inspection process. Routine inspections will occur via ground patrols, aerial patrols, lidar and/or imagery analysis. NERC applicable lines, and Non-NERC lines designated as critical to the reliability of the electrical system in the region shall be inspected 100%, at a minimum, annually with no more than 18 months between inspections. The inspection schedule is documented in TVMS.

An independent patroller will perform a peer patrol on NERC applicable lines designated by the Vegetation Management Operations Leader to ensure vegetation management practices are aligned with vegetation management program expectations. The independent review of classified LiDAR data or imagery can be the independent patrol.

The timing and number of inspections may be adjusted to respond to changing conditions such as fuel loading, heavy rain falls, high winds, landowner intervention, and tree mortality.

7.1 Inspection Purpose

- To inventory vegetation conditions that may impact the safe and reliable operation of the bulk electrical system. Tree Risk Assessment shall be performed during all inspections.
- To prioritize work appropriate to species and/or site-specific conditions.
- To adjust schedule for changes in vegetation growth to prevent encroachment into VAT.

7.2 Inspection Records

Each inspection shall be documented in TVMS with the date of completion and the name of the Inspector. Data records and/or evidence will be maintained for at least three calendar years to show compliance with FAC-003-5.

8 Annual Work Plan (NERC Standard FAC-003-5, Requirement R7)

8.1 Annual Work Plan

Annually, the Transmission Vegetation Management Team shall review work prescriptions and work batches that comprise the Annual Work Plan to ensure the plan meets program objectives and prevent risk

of encroachment into MVCD.

Prior to the end of the calendar year of the plan, Transmission Vegetation Management Team shall review the Annual Work Plan to ensure completion and Vegetation Management Leadership shall review that NERC applicable lines are compliant with the NERC Standard FAC-003-4 as required by each Reliability Entity.

The Annual Work Plan is created, maintained, and modified in TVMS. Periodically, the plan is reviewed to ensure it continues to meet program objectives and does not allow any encroachment into MVCD. The Annual Work Plan is dynamic and will allow for adjustments to the work plan based on inspections, changes to right-of-way conditions and other environmental factors. These modifications shall be documented at the work prescription level.

Reasons for modifications to existing work prescriptions in TVMS that impact the Annual Work Plan may include, but are not limited to:

- Change in expected growth rate/environmental factors.
- Circumstances that are beyond control of the Transmission Vegetation Management, such as natural disasters
- Rescheduling work
- Crew or contractor availability.
- Identified unanticipated high priority work.
- Weather conditions/Accessibility
- Permitting delays
- Customer changes/issues

Modifications to the vegetation Annual Work Plan in response to changing conditions as described above may occur. In the event a modification is needed that does not put the transmission system at risk of an encroachment, then the percent completed calculation will be based on the number of units completed divided by the number of units in the final revised plan. For example:

- No revisions: If 1,000 work prescriptions are planned for the year and 1,000 work prescriptions were completed by year-end, the calculation for percent completion of the work plan would be work prescriptions completed divided by work prescriptions planned for year (1,000 work prescriptions / 1,000 work prescriptions = 100% completion of Annual Work Plan).
- Additional work: If 1,000 work prescriptions are planned at the beginning of the year, but during an inspection 50 existing work prescriptions were identified and added to the Annual Work Plan. The % completion of revised annual work plan of 1,050 work prescriptions would be calculated by the number completed year-end divided by the number of work prescriptions in the revised work plan (1,050 work prescriptions / 1,050 work prescriptions = 100% completion of the Annual Work Plan).
- Deferred work: If 1,000 work prescriptions are planned at the beginning of the year, but during an inspection 50 existing work prescriptions are removed from the Annual Work Plan due to the reasons for modifications listed above. The % completion of the revised work plan of 950 work prescriptions would be calculated by the number completed year-end divided by the number of work prescriptions in the revised work plan (950 work prescriptions / 950 work prescriptions = 100% completion of the Annual Work Plan).

Documentation for modification of the annual plan (any of the scenarios described above) is MANDATORY. In all circumstances associated with the annual work plan, whether additions or deferments of work prescriptions, the program will maintain adherence to the objectives outlined in Section 2.

8.2 Work Specifications

The methods utilized for vegetation management are further described in contract specifications. Specifications will be developed for work that is bid or assigned and shall maintain compliance with the standards set forth in this document.

All work specifications shall comply with the following industry standards:

- ANSI Z133.1-2017 Safety Requirements for Arboricultural Operations.
- OSHA 1910.269 Electric Power Generation, Transmission and Distribution.
- ANSI A300 (Part 1)-2017 Pruning
- ANSI A300 (Part 7)-2018 Integrated Vegetation Management
- ANSI A300 (Part 9)-2017 Tree Risk Assessment a. Tree Failure
- ISA BMP's that are components to ANSI parts 1, 7 and 9

8.3 Implementation (NERC Standard FAC-003-5, Requirement R7)

8.3.1 Tracking

Periodically, the Transmission Vegetation Management will review the progress of scheduled and completed work. The Annual Work Plan will consist of all planned work prescriptions with a due date in the annual work plan year. Changes to annual work plan during the calendar year will be documented within TVMS with a change modification reason. The Annual Work Plan is due at the end of the calendar year. Work plan completion percentage be determined by dividing the number completed work prescriptions by the work prescriptions total in the finalized Annual Work Plan.

8.3.2 Documentation

The annual work plan is maintained in TVMS. Reports are monitored to ensure work plan is complete and plan modifications are documented.

8.3.3 Quality Assurance, Quality Control, and Independent Inspection

The Quality Assurance and Quality Control program reviews completed work to ensure that the annual work plan is effectively executed and within the specifications of the transmission vegetation program. Refer to Transmission Vegetation Management Quality Assurance and Control process.

9 Appendixes

9.1 NextEra Energy, Inc. Registered Entities

Florida Power & Light (FPL)

NextEra Energy Resources (NEER):

Canadian Assets

USA Assets

NextEra Energy Transmission (NEET):

GridLiance Holdco (GDLH)

Horizon West Transmission (HWT)

Lone Star Transmission (LST)

New Hampshire Transmission (NHT)

NextEra Energy Transmission MidAtlantic (NMA)

NextEra Energy Transmission New York (NNY)

Trans Bay Cable (TBC)

Upper Canada Transmission (UCT)

NextEra Energy Transmission Southwest (NEET SW)

9.2 Appendix 1 - ANSI Z133.1 Table 2 (Clearance 1)

Table 2. Minimum approach distances to energized conductors for persons other than qualified line-clearance arborists and qualified line-clearance arborist trainees.		
Nominal voltage in kilovolts (kV) phase-to-phase *	Distance	
	feet- inches	meters
0.0 to 1.0	10-00	3.05
1.1 to 15.0	10-00	3.05
15.1 to 36.0	10-00	3.05
36.1 to 50.0	10-00	3.05
50.1 to 72.5	10-09	3.28
72.6 to 121.0	12-04	3.76
138.0 to 145.0	13-02	4.00
161.0 to 169.0	14-00	4.24
230.0 to 242.0	16-05	4.97
345.0 to 362.0	20-05	6.17
500.0 to 550.0	26-08	8.05
785.0 to 800.0	35-00	10.55
Exceeds phase to ground. Per 29 CFR 1910.333		

9.3 Appendix 2 – ANSI 133.1 Table 3 (Trigger Distance)

Table 3. Minimum approach distances (MAD) from energized conductors for qualified line-clearance arborists and qualified line-clearance arborist trainees.

Voltage Range (Phase-to-Phase) kV	Altitude Correction Factor Sea Level to 5,000 ft (0–1,524 m)*		Altitude Correction Factor 5,000 to 10,000 ft (1,524–3,048 m)*		Altitude Correction Factor 10,000 to 14,000 ft (3,048–4,267 m)*	
	Phase-to-Ground		Phase-to-Ground		Phase-to-Ground	
	ft-in	m	ft-in	m	ft-in	m
0.050 to 0.300	<i>Avoid contact</i>		<i>Avoid contact</i>		<i>Avoid contact</i>	
0.301 to 0.750	1-02	0.356	1-04	0.407	1-06	0.458
0.751 to 5.0	2-03	0.686	2-06	0.762	2-09	0.839
5.1 to 15.0	2-03	0.686	2-07	0.788	2-10	0.864
15.1 to 36.0	2-08	0.813	3-01	0.940	3-04	1.016
36.1 to 46.0	2-11	0.889	3-04	1.016	3-08	1.118
46.1 to 72.5	3-06	1.067	4-00	1.220	4-04	1.321
72.6 to 121.0	3-11	1.194	4-06	1.372	4-10	1.474
121.1 to 145.0	4-06	1.372	5-02	1.575	5-07	1.702
145.1 to 169.0	5-01	1.550	5-09	1.753	6-03	1.905
169.1 to 242.0	7-00	2.134	7-11	2.413	8-07	2.617
242.1 to 362.0	11-09	3.582	13-06	4.115	14-07	4.445
362.1 to 420.0	14-08	4.471	16-09	5.106	18-02	5.538
420.1 to 550.0	17-06	5.334	20-00	6.096	21-08	6.604
550.1 to 800.0	23-09	7.239	27-02	8.281	29-05	8.967

*From 29 CFR 1910.269 Tables R-6 & R-7 altitude corrected (R-5) for 1,500 m, 3,000 m, & 4,200 m.

9.4 Appendix 3 – FAC 003 Table 2 (Minimum Vegetation Clearance Distance)

FAC-003 — TABLE 2 — Minimum Vegetation Clearance Distances (MVCD)¹²
For Alternating Current Voltages (feet)

(AC) Nominal System Voltage (KV) [†]	(AC) Maximum System Voltage (KV) [‡]	MVCD (feet) Over sea level up to 500 ft	MVCD feet Over 500 ft up to 1000 ft	MVCD feet Over 1000 ft up to 2000 ft	MVCD feet Over 2000 ft up to 3000 ft	MVCD feet Over 3000 ft up to 4000 ft	MVCD feet Over 4000 ft up to 5000 ft	MVCD feet Over 5000 ft up to 6000 ft	MVCD feet Over 6000 ft up to 7000 ft	MVCD feet Over 7000 ft up to 8000 ft	MVCD feet Over 8000 ft up to 9000 ft	MVCD feet Over 9000 ft up to 10000 ft	MVCD feet Over 10000 ft up to 11000 ft	MVCD feet Over 11000 ft up to 12000 ft	MVCD feet Over 12000 ft up to 13000 ft	MVCD feet Over 13000 ft up to 14000 ft	MVCD feet Over 14000 ft up to 15000 ft
765	800	11.6ft	11.7ft	11.9ft	12.1ft	12.2ft	12.4ft	12.6ft	12.8ft	13.0ft	13.1ft	13.3ft	13.5ft	13.7ft	13.9ft	14.1ft	14.3ft
500	550	7.0ft	7.1ft	7.2ft	7.4ft	7.5ft	7.6ft	7.8ft	7.9ft	8.1ft	8.2ft	8.3ft	8.5ft	8.6ft	8.8ft	8.9ft	9.1ft
345	362 ¹⁴	4.3ft	4.3ft	4.4ft	4.5ft	4.6ft	4.7ft	4.8ft	4.9ft	5.0ft	5.1ft	5.2ft	5.3ft	5.4ft	5.5ft	5.6ft	5.7ft
287	302	5.2ft	5.3ft	5.4ft	5.5ft	5.6ft	5.7ft	5.8ft	5.9ft	6.1ft	6.2ft	6.3ft	6.4ft	6.5ft	6.6ft	6.8ft	6.9ft
230	242	4.0ft	4.1ft	4.2ft	4.3ft	4.3ft	4.4ft	4.5ft	4.6ft	4.7ft	4.8ft	4.9ft	5.0ft	5.1ft	5.2ft	5.3ft	5.4ft
161	169	2.7ft	2.7ft	2.8ft	2.9ft	2.9ft	3.0ft	3.0ft	3.1ft	3.2ft	3.3ft	3.3ft	3.4ft	3.5ft	3.6ft	3.7ft	3.8ft
138	145	2.3ft	2.3ft	2.4ft	2.4ft	2.5ft	2.5ft	2.6ft	2.7ft	2.8ft	2.8ft	2.9ft	3.0ft	3.0ft	3.1ft	3.1ft	3.2ft
115	121	1.9ft	1.9ft	1.9ft	2.0ft	2.0ft	2.1ft	2.1ft	2.2ft	2.2ft	2.3ft	2.3ft	2.4ft	2.5ft	2.5ft	2.6ft	2.7ft
88	100	1.5ft	1.5ft	1.6ft	1.6ft	1.7ft	1.7ft	1.8ft	1.8ft	1.8ft	1.9ft	1.9ft	2.0ft	2.0ft	2.1ft	2.2ft	2.2ft
69	72	1.1ft	1.1ft	1.1ft	1.2ft	1.2ft	1.2ft	1.2ft	1.3ft	1.3ft	1.3ft	1.4ft	1.4ft	1.4ft	1.5ft	1.6ft	1.6ft

[†] Table 2 – Table of MVCD values at a 1.0 gap factor (in U.S. customary units), which is located in the EPRI report filed with FERC on August 12, 2015. (The 14000-15000 foot values were subsequently provided by EPRI in an updated Table 2 on December 1, 2015, filed with the FAC-003-4 Petition at FERC)

¹² The distances in this Table are the minimums required to prevent Flash-over; however prudent vegetation maintenance practices dictate that substantially greater distances will be achieved at time of vegetation maintenance.

¹³ Where applicable lines are operated at nominal voltages other than those listed, the applicable Transmission Owner or applicable Generator Owner should use the maximum system voltage to determine the appropriate clearance for that line.

¹⁴ The change in transient overvoltage factors in the calculations are the driver in the decrease in MVCDs for voltages of 345 kV and above. Refer to pp.29-31 in the Supplemental Materials for additional information.

TABLE 2 (CONT) — Minimum Vegetation Clearance Distances (MVCD)¹⁵
For Alternating Current Voltages (meters)

(AC) Nominal System Voltage (KV) [†]	(AC) Maximum System Voltage (KV) [‡]	MVCD meters Over sea level up to 153 m	MVCD meters Over 153m up to 305m	MVCD meters Over 305m up to 610m	MVCD meters Over 610m up to 915m	MVCD meters Over 915m up to 1220m	MVCD meters Over 1220m up to 1524m	MVCD meters Over 1524m up to 1829m	MVCD meters Over 1829m up to 2134m	MVCD meters Over 2134m up to 2439m	MVCD meters Over 2439m up to 2744m	MVCD meters Over 2744m up to 3048m	MVCD meters Over 3048m up to 3353m	MVCD meters Over 3353m up to 3657m	MVCD meters Over 3657m up to 3962m	MVCD meters Over 3962 m up to 4268 m	MVCD meters Over 4268 m up to 4572 m
765	800	3.6m	3.6m	3.6m	3.7m	3.7m	3.8m	3.8m	3.9m	4.0m	4.0m	4.1m	4.1m	4.2m	4.2m	4.3m	4.4m
500	550	2.1m	2.2m	2.2m	2.3m	2.3m	2.3m	2.4m	2.4m	2.5m	2.5m	2.5m	2.6m	2.6m	2.7m	2.7m	2.7m
345	362 ¹⁷	1.3m	1.3m	1.3m	1.4m	1.4m	1.4m	1.5m	1.5m	1.5m	1.6m	1.6m	1.6m	1.6m	1.7m	1.7m	1.8m
287	302	1.6m	1.6m	1.7m	1.7m	1.7m	1.7m	1.8m	1.8m	1.9m	1.9m	1.9m	2.0m	2.0m	2.0m	2.1m	2.1m
230	242	1.2m	1.3m	1.3m	1.3m	1.3m	1.3m	1.4m	1.4m	1.4m	1.5m	1.5m	1.5m	1.6m	1.6m	1.6m	1.6m
161	169	0.8m	0.8m	0.9m	0.9m	0.9m	0.9m	0.9m	1.0m	1.0m	1.0m	1.0m	1.0m	1.1m	1.1m	1.1m	1.1m
138	145	0.7m	0.7m	0.7m	0.7m	0.7m	0.7m	0.8m	0.8m	0.8m	0.9m	0.9m	0.9m	0.9m	0.9m	1.0m	1.0m
115	121	0.6m	0.6m	0.6m	0.6m	0.6m	0.6m	0.6m	0.7m	0.7m	0.7m	0.7m	0.7m	0.8m	0.8m	0.8m	0.8m
88	100	0.4m	0.4m	0.5m	0.5m	0.5m	0.5m	0.6m	0.7m	0.7m							
69	72	0.3m	0.3m	0.3m	0.4m	0.4m	0.4m	0.4m	0.4m	0.4m	0.4m	0.4m	0.4m	0.4m	0.5m	0.5m	0.5m

[†] Table 2 – Table of MVCD values at a 1.0 gap factor (in U.S. customary units), which is located in the EPRI report filed with FERC on August 12, 2015. (The 14000-15000 foot values were subsequently provided by EPRI in an updated Table 2 on December 1, 2015, filed with the FAC-003-4 Petition at FERC)

¹⁵ The distances in this Table are the minimums required to prevent Flash-over; however prudent vegetation maintenance practices dictate that substantially greater distances will be achieved at time of vegetation maintenance.

¹⁶ Where applicable lines are operated at nominal voltages other than those listed, the applicable Transmission Owner or applicable Generator Owner should use the maximum system voltage to determine the appropriate clearance for that line.

¹⁷ The change in transient overvoltage factors in the calculations are the driver in the decrease in MVCDs for voltages of 345 kV and above. Refer to pp.29-31 in the supplemental materials for additional information.

9.5 Appendix 4 – Vegetation Action Threshold

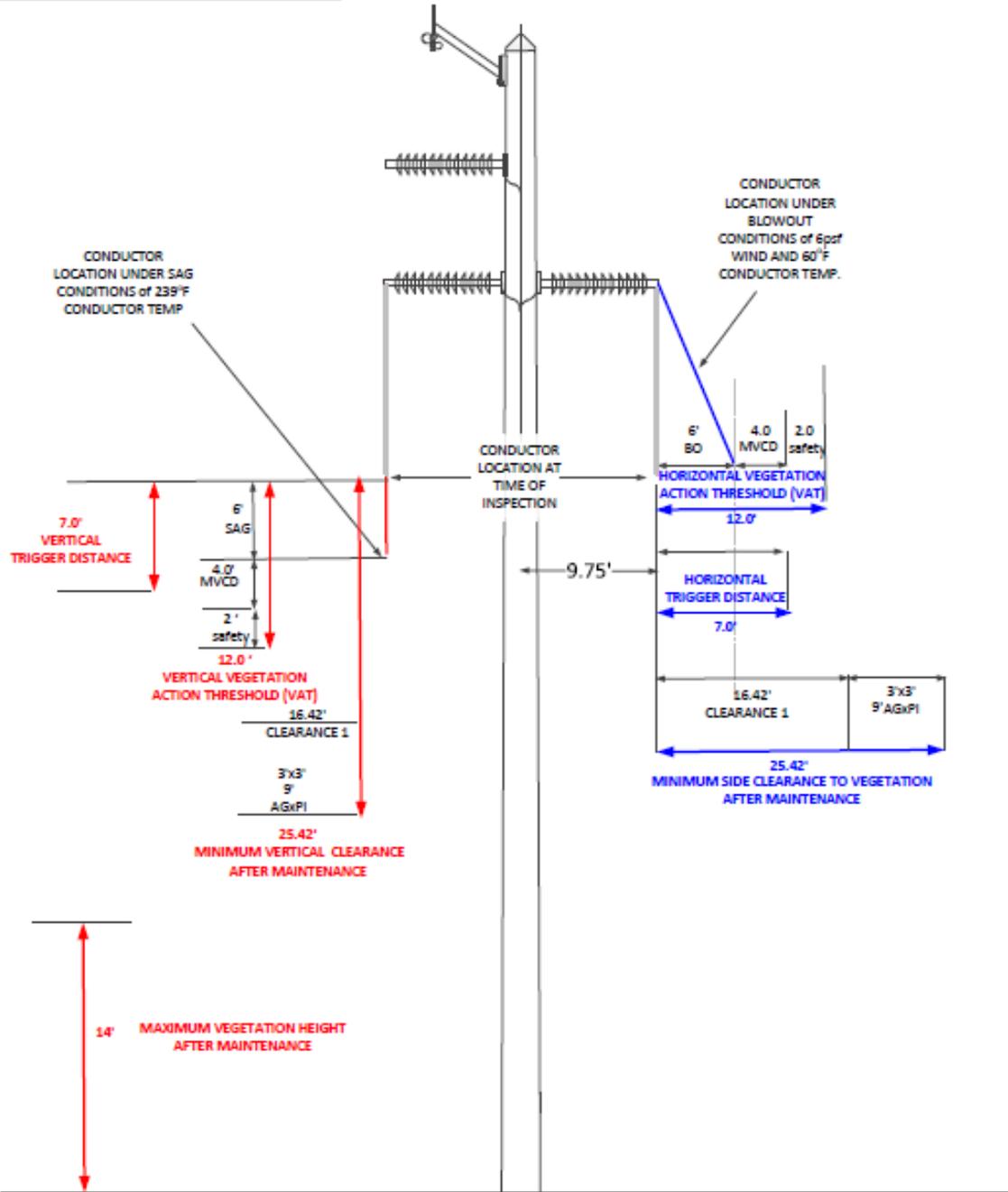
Voltage	Span Length(s)	Vegetation Action Threshold (VAT)
69kV or less	All	5.5'
115kV	All	5.9'
138kV	All	6.5'
161kV	All	7.1'
230kV	350' (sag & blowout)	9'
230kV	650' (sag and blowout)	12'
230kV	1320' (sag)	15'
230kV	1320' (blowout)	24'
345kV	350' and 650' (sag & blowout)	15.17'
345kV	1320' (sag)	15.3'
345kV	1320' (blowout)	24.3'
500kV	350' and 650' (sag & blowout)	21'
500kV	1320' (sag)	21'
500kV	1320' (blowout)	27'
Vegetation Action Threshold for NERC lines consist of MVCD + Sag/Sway @ 6 PSF; 239 Degrees plus a 2' buffer.		
Vegetation Action Threshold for Non-NERC lines consist of Minimum Approach Distance plus a 2' buffer.		

9.6 Appendix 5 – Diagram of Vegetation Action Threshold

230kV LINE
850' SPAN
Estimated sag change = 6'
Maximum blowout = 6'

Maximum conductor sag case
Everyday wind case

3' AG	= Expected Annual Growth (AG)
3.0' YrPI	= Yearly Program Interval (YrPI)
2.0' SM	= Safety Margin for Expected Tree Movement (SM)
4.0' MVCD	= 230kV Minimum Vegetation Clearance Distance (MVCD)
12.0' VAT	= Vegetation Action Threshold (VAT)



1. Safety Margin shall be increased in the case of expected tree movement
2. Clearance 1 plus 3 years of growth does not prevent "fall in" outages from outside the Easement.

10 Revision History

Revision	Date	Author(s)	Description
1	06/18/2014	Steve Jolly	Finalized Structure/Content
2	08/18/2014	Steve Jolly	Added references to appendices and NERC requirements
3	11/27/2014	Steve Jolly	Added GO list validation
4	02/10/2015	Steve Jolly	Added Definition of Applicable line, replaced FPL with NEE
5	10/29/2015	Jose Medina	Added section "Quality Assurance, Quality Control, and Independent Patrol;" updated Appendix #3 VEL table in which distances were expanded in anticipation of NERC FAC-003-3 GAP factor adjustment; Minor grammatical edits.
6	05/23/2017	Dan Marsh	General update throughout
7	06/27/2017	Dan Marsh	Additional updates and clarification
8	01/16/2019	Dan Marsh	Gulf Power added
9	06/03/2019	Dan Marsh	Updated appendix 2, 4 and 5, due to ANSI table updates; updated/added definitions; general updates throughout
10	11/01/2019	Aaron Neville	Updated name for Vegetation Mitigation Process to Emergent Vegetation Process
11	06/01/2022	Dan Marsh, Aaron Neville	Adjusted verbiage to include all NEE assets; refined definitions and work tasks; added A300 part 9 and BMPs; added safety buffer to VAT for Non-NERC lines.
11.1	01/31/2024	Aaron Neville	Revision and updates for greater clarity to the annual work plan process as a recommendation from SERC's 2023 O&P Audit of FPL and updated overall formatting.
12	04/01/2024	Aaron Neville	Update references to FAC-003-5 Standard (Dated effective date of new standard).
13	12/17/2024	Rochelle Brown, Aaron Neville	Updated Section 9.1 to include NextEra Energy Transmission Southwest (NEET SW).
13.1	01/10/2025	Aaron Neville, George Keys, Andrew Gonzalez	Updated references to sections that were incorrect. Minor edits for spelling, and grammar.
13.2	01/21/2025	Rochelle Brown, Aaron Neville	Updated section 1 to reflect Appendix 9.1, updated Clearance to Wire definition to reference current FAC standard