



Right of Way, Real Estate, Siting, and
Permitting Requirements for
Transmission Interconnection Projects

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PPL ELECTRIC UTILITIES

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

Effective Date: March 1, 2022



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1. PURPOSE

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

2. RELATIONSHIP TO THE PJM INTERCONNECTION PROCESS

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

3. SCOPE OF WORK FOR INTERCONNECTION CUSTOMERS

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

4. SITING OF FACILITIES TO BE OWNED BY PPL

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



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

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

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



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

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

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

5. ROW ACQUISITION

5.1. General ROW Acquisition Requirements

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

5.2. Form of Easement

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



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

5.3. Landowner Negotiation and Due Diligence

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



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

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

5.4. Execution and Recording

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

6. ACQUISITION OF REAL ESTATE IN FEE SIMPLE

6.1. General RE Acquisition Requirements



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

6.2. Landowner Negotiation and Due Diligence

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



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

6.3. Environmental and Site Due Diligence

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



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

6.4. RE Permits and Approvals

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

6.5. Closing

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



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

7. PERMITTING REQUIREMENTS

7.1. General Permitting Requirements

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

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

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

7.2. Guidelines for Environmental Permitting

a. Environmental Permitting

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

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

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

b. Mitigation Plan – Protected Species, Wetlands and Streams

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

c. PCSM Plans and BMPs

IC shall incorporate the following considerations into all PCSM Plans:

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

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

d. Government Contacts

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

e. Permit Closure

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

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



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

7.3. Guidelines for Environmental Compliance

a. Spill Prevention Control and Countermeasure (“SPCC”)

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

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

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

Exhibit 1 - Form Easement (Individual) 1.31.2022

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

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

Prepared by and return to:
PPL Electric Utilities Corporation

Attn:

Project:

Phone:

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

Parcel ID#:

Grant of Public Utility Easement

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

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

Exhibit 1 - Form Easement (Individual) 1.31.2022

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

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

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

Exhibit 1 - Form Easement (Individual) 1.31.2022

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

Landowner Name

Witness
By:

Landowner Name

Exhibit 1 - Form Easement (Individual) 1.31.2022

Commonwealth of Pennsylvania)

:SS

County of _____)

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

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

Notary Public

Exhibit 1 - Form Easement (Corporate) 1.31.2022

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

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

Prepared by and return to:
PPL Electric Utilities Corporation

Attn:

Project:

Phone:

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

Parcel ID#:

Grant of Public Utility Easement

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

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

Exhibit 1 - Form Easement (Corporate) 1.31.2022

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

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

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

Exhibit 1 - Form Easement (Corporate) 1.31.2022

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

Business Name

By: _____
Authorized Signer Name

Witness

By:

_____ Title: Title of Authorized Signer

Exhibit 1 - Form Easement (Corporate) 1.31.2022

Commonwealth of Pennsylvania)

:SS

County of _____)

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

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

Notary Public

Parcel ID#:

TEMPORARY ACCESS ROAD AGREEMENT

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

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

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

Witness:

Grantor:



Prepared by and return to:
PPL Electric Utilities Corporation
Attn:

Phone:

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

Parcel ID#:

ACCESS ROAD EASEMENT

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

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

Witness:

Grantor:

Exhibit 3 - Permanent Access Road Agreement 1.31.2022

COMMONWEALTH OF _____)
: SS
COUNTY OF _____)

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

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

Notary Public

Abstract Requirements Documents for 125 year searches:

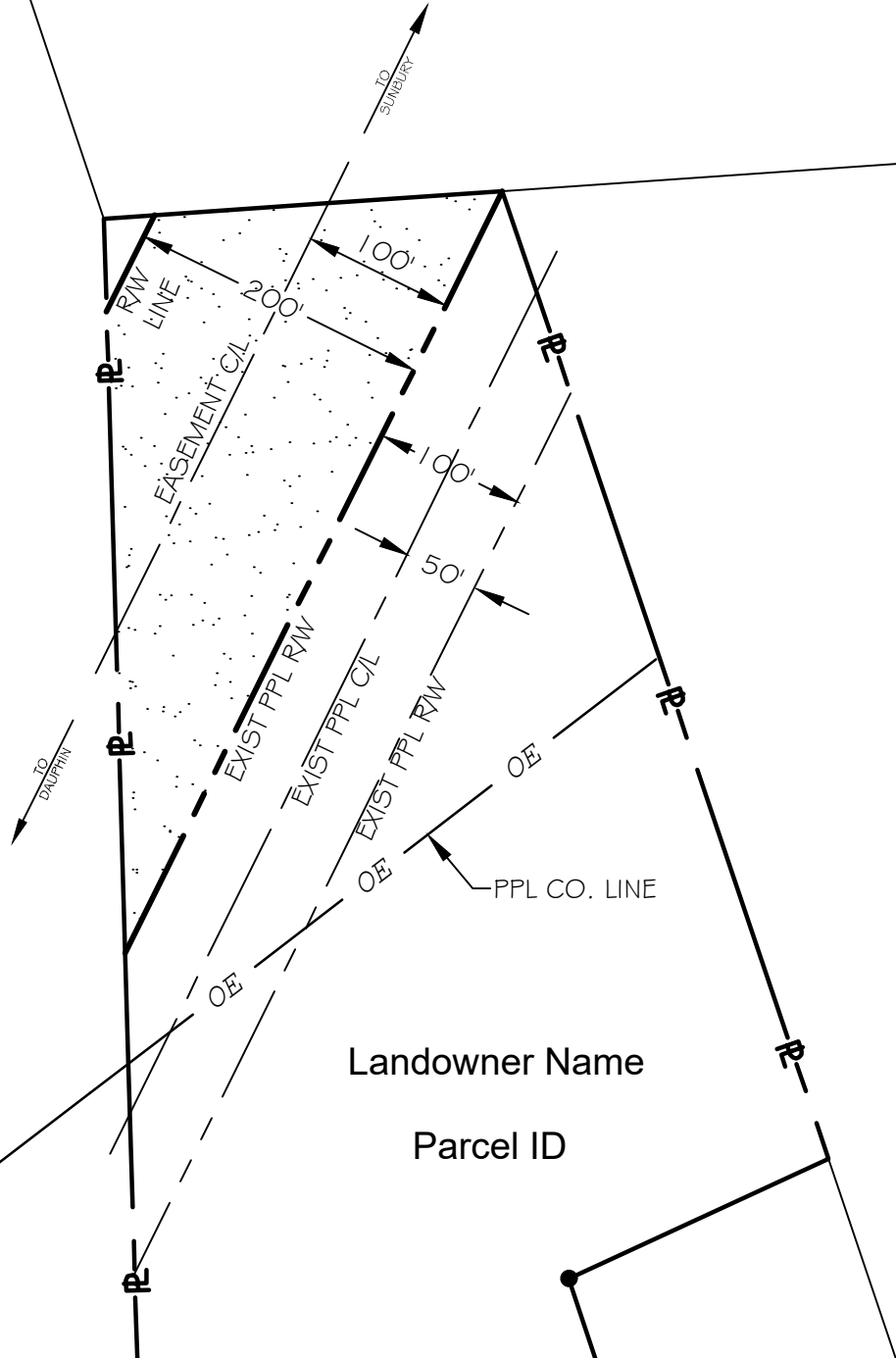
1. One (1) Full copy of all document in the following order:
 - Abstract Cover Sheet
 - Assessment information
 - Tax Maps
 - Subdivision plan(s) recording information referenced, cover sheet and site plan
 - Current Deed
 - Chain of title deeds (present first in order)
 - Adverse conveyances
 - Outstanding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

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

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

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

NO. DATE REV'D- BY ACCT. ECN/FCN REVISION



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

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

LEGEND
 REBAR



ACCT.-	[Document Name]			
ECN #-	PLAN SHOWING ELECTRIC LINE RIGHT OF WAY OVER PROPERTY OF			
SCALE-	Landowner Name			
BY-	DEED BOOK , PAGE			
REV'D-	[Locality Name]	DATE	[County Name], [State]	
	APPROVAL			PPL ELECTRIC UTILITIES
	AC	A	DRAWING NO.	SHEET NO.
	CAD ID	FORMAT		REVISION

PLAN AND PROFILE
 N SHARE
 C SORTS
 LOC CODE
 LOC CODE
 LOC CODE
 PRIMARY LOC CODE 52410

Form 4861 (2/2013)



ADDITIONAL CONSIDERATION AGREEMENT

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

WITNESS his/her/their/its hand and seal the day and date first above written.

Signed, sealed and delivered In the presence of:

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

