



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

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

Record of All Issued Revisions

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

Primary Distribution

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

PURPOSE

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

PPL'S PERFORMANCE OF RE AND ROW ACQUISITION

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

SCOPE OF WORK FOR DEVELOPERS

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

ROW ACQUISITION

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

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

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

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

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

4. Landowner Negotiation and Due Diligence –

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

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

5. Execution and Recording –

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

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

ACQUISITION OF REAL ESTATE IN FEE SIMPLE

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

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

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

3. Landowner Negotiations –

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

4. Clear Title –

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

5. Environmental and Site Due Diligence –

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

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

6. Permits and Approvals –

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

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

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

7. Closing –

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

PERMITTING REQUIREMENTS

1. General Permitting Requirements –

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

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

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

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

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

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

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

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

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

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

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

3. Guidelines for Environmental Compliance –

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

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

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

Prepared by and return to:
PPL Electric Utilities Corporation

Attn:

Project:

Phone:

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

Parcel ID#:

Grant of Public Utility Easement

KNOW ALL MEN BY THESE PRESENTS, That _____

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

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

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

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

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

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

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

Witness

By:

Commonwealth of Pennsylvania)
 : SS
County of _____)

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

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

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

Notary Public