

UPI # _____ Township _____ Account # _____

**ELECTRIC TRANSMISSION AND DISTRIBUTION SYSTEM
EASEMENT AND RIGHT-OF-WAY AGREEMENT**

THIS INDENTURE, MADE THIS _____ DAY OF _____, 20_____, by and between

of _____,
County of _____, Commonwealth of Pennsylvania (hereinafter called Grantor(s)), and
VALLEY RURAL ELECTRIC COOPERATIVE, INC. (hereinafter called Grantee), an electric cooperative organized
under the laws of the Commonwealth of Pennsylvania, having a principal place of business located at 10700 Fairgrounds
Road, Huntingdon, Pennsylvania 16652.

WITNESSETH, that Grantor(s), for and in consideration of the sum of One (\$1.00) Dollar, receipt of which is hereby acknowledged, together with other good and diverse consideration does/do grant, bargain, sell and convey unto Grantee, its successors and assigns, a perpetual easement for the purpose of construction, operation, maintenance and replacement of electric transmission and/or distribution facilities either on, under or above the lands of Grantor(s), which lands of Grantor(s) are described in Record Book _____, Page _____, or in Instrument No. _____, being Tax Parcel No. _____, Tax Map No. _____, as recorded in the Office of the Recorder of Deeds in _____ County, Pennsylvania.

This easement is described as follows:

- 1) A tract of land which lies 20 feet on either side of an overhead electric transmission and/or distribution line which is intended to be built by the Grantee, or
- 2) A tract of land lying 10 feet on either side of an underground electric transmission and/or distribution line which has been built underground on the lands of the Grantee.

The easement is illustrated on the attached drawing which is incorporated herein and made a part hereof.

TOGETHER with the free and uninterrupted use, liberty and privilege of and passage over the lands of Grantor(s) for ingress, egress and regress to and from the above-described easement for the purpose of construction, operation, maintenance and replacement of said electric transmission and/or distribution facilities.

ALSO, together with the right of Grantee, its successors and assigns to enter upon the lands of Grantor(s) for the purpose of inspecting, repairing, modifying, altering, replacing and/or upgrading the electric transmission and/or distribution facilities on the above-described right-of-way as Grantee may, from time to time, deem advisable; and the right to access the right-of-way using any route, road, driveway or path on Grantor's property that Grantee in its sole reasonable discretion deems appropriate.

GRANTOR(S) specifically grant(s) to Grantee the right to enter upon its lands for the purpose of cutting, trimming, controlling and/or removing by whatever means Grantee deems necessary, including chemical means, machinery or otherwise, all trees, shrubbery, growth and/or vegetation upon the right-of-way, and to mechanically cut, trim and/or remove trees, shrubbery, growth and/or vegetation which grows off the right-of-way, but which either grows into the right-of-way and/or which may fall into the right-of-way damaging the electric transmission and/or distribution facilities or endangering the electric transmission and/or distribution facilities in any way.

GRANTOR(S) understand(s) and agree(s) that Grantee may enter into agreements for and permit the joint use or occupancy of any facilities constructed upon the lands of Grantor, which lands are the subject of this Agreement. Such

joint use and/or agreements may be entered into and permitted at the sole discretion of Grantee and Grantee may, in its sole discretion, determine the conditions of such joint use. Grantee may, in its sole discretion, contract with other persons and/or entities to perform the construction, maintenance (including but not limited to cutting, trimming, controlling and/or removing trees, shrubbery, growth and/or vegetation), operation, expansion, replacement and/or improvement of the electric transmission and/or distribution facilities upon the lands of Grantor.

GRANTOR(S) specifically understand(s) and agree(s) that all facilities constructed upon Grantor's land by Grantee for the purpose of electric transmission and/or distribution shall remain the property of Grantee, providing, however, that Grantee shall maintain the facilities at its sole expense.

IN the event Grantor(s) prevent(s), obstruct(s) or restrict(s) Grantee's ability to access the Grantor's lands, and/or prevent(s), obstruct(s), or restrict(s) Grantee's right to construct, operate, improve, add to and/or maintain the electric transmission and/or distribution facilities on the easement contrary to the rights granted to Grantor in this Agreement, then all costs or expenses of any description incurred by Grantee in enforcing such obligations (including without limitation court costs and reasonable attorney's fees) shall be recoverable from and shall be paid by Grantor(s) to Grantee upon Grantee's written demand therefor.

IN addition to the above grant of certain rights and privileges by Grantor(s) to Grantee, Grantor(s) hereby grant(s), bargain(s), sell(s) and convey(s) to Grantee, its successors and assigns, a perpetual easement for all presently existing facilities of Grantee situated on the premises which is referred to above as the land of Grantor(s) the same as if such existing facilities were described in this instrument, said easement to be under and subject to the same terms and conditions as the other easements provided for in this Agreement. For any existing overhead electric transmission and/or distribution line, the easement shall be 40 feet in width, extending 20 feet on either side of the line as built. For any underground electric transmission and/or distribution line, the easement shall be 20 feet in width extending 10 feet on either side of the line as built.

THE provisions of this Agreement shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the enforceability or validity of any other provision or portion thereof.

THIS Agreement shall be perpetual and shall be binding upon and inure to the heirs, successors, administrators and assigns of the parties hereto, and the terms "Grantor(s)" and "Grantee" hereunder shall include their respective heirs, executors, administrators, successors and assigns as the case may be.

THE undersigned Grantor(s) do/does hereby covenant and agree that he/she/they will not erect or permit the erection of any building or obstruction on said right-of-way and easement after the execution of this document.

THIS Agreement may be recorded of public record and shall be construed, interpreted and allied in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, Grantors have duly executed this Indenture the day and year first above written.

Witness:

Grantor(s):

Signature

Signature

Printed Name

Signature

Signature

Printed Name

INDIVIDUAL ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

: SS

COUNTY OF _____

On this ____ day of _____, 20____, before me, _____, came the above named _____, and acknowledged the foregoing Easement and Right-of-Way Agreement to be _____ act and deed and desired the same to be recorded as such.

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

_____ (SEAL)

CORPORATE ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

: SS

COUNTY OF _____

On this ____ day of _____, 20____, before me, the subscriber, a Notary Public in and for said State and County, personally came _____ who acknowledged himself/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 himself/herself as _____.

Sworn to and subscribed before me the day and year aforesaid. Witness my hand and official seal.

_____ (SEAL)