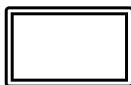


Township or Borough: _____ Account Number: _____

PERPETUAL RIGHT-OF-WAY EASEMENT

OVERHEAD



AND/OR UNDERGROUND



KNOW ALL MEN BY THESE PRESENTS, that _____
of (address) _____

(hereinafter called "Grantor" whether one or more), for and in consideration of the sum of One (\$1.00) Dollar, and other good and valuable consideration in hand, paid the receipt whereof is hereby acknowledged, does hereby grant and convey unto **NORTHWESTERN RURAL ELECTRIC COOPERATIVE ASSOC., INC.**, its successors and assigns (hereinafter called "Grantee"), a Pennsylvania electric cooperative corporation, with its principal office located at 22534 Highway 86, Cambridge Springs, Pennsylvania, the uninterrupted right, privilege and perpetual right-of-way easement 30 feet in width upon the lands of the Grantor located in _____ County, Pennsylvania, situate in _____ Township or Borough, described by reference to one or more of the following:

Street Address: _____ Subdivision Plan Name: _____
Tax Parcel No.: _____ Lot No.: _____
Deed/Record Book: _____ Page: _____

and as described in Grantee's engineering records on file at **22534 Highway 86**, Cambridge Springs, Pennsylvania, to (Grantor to check as applicable):

- place, erect, construct, operate and maintain **overhead electric lines**,
- lay, erect, construct, operate and maintain **underground conduit and cable lines**.

under, upon, over and across the lands of the Grantor described above, for transmitting and distributing electric power, including all wires, cables, handholds, manholes, transformers, transformer enclosures, concrete pads, connection boxes, poles, anchors, guys, ground connections, attachments, equipment, accessories and appurtenances desirable and necessary in connection therewith (hereinafter referred to as "facilities") and for such communication and public utility services as may be necessary or convenient for the use and benefit of the land above described and/or adjacent lands.

Grantee shall have the right to located said facilities within the boundary of said 30 foot strip as it shall deem proper, but shall be required to have said facilities follow the center line of said right-of-way.

The facilities erected hereunder shall remain the property of Grantee. Grantee shall have the right to inspect, rebuild, relocate, remove, repair, improve and make such changes, alterations, substitutions and additions in and to its facilities as Grantee may from time to time deem advisable, including the right to increase or decrease the number of conduits, wires, cables, handholds, manholes, connection boxes, transformers and transformer enclosures and other such facilities.

Grantee shall at all times have the right to cut, trim and otherwise remove by such methods as Grantee may deem proper and necessary (including by chemical measures) trees, shrubbery, underbrush and other obstructions without further notice, as and when necessary to keep said lines, facilities and system from transmitting and distributing electric power clear of the same, provided, however, any damage (other than for said trimming, cutting or removing)

to the property of Grantors caused by said Grantee in maintaining said lines, facilities and system shall borne by said Grantee. All trees and limbs so cut or trimmed by the Cooperative shall, however remain the property of the Grantor.

Grantor may use the land within the easement described above for any purpose not inconsistent with the rights hereby granted, provided such use does not interfere with or endanger the construction, operation or maintenance of Grantee's facilities. Grantor hereby covenants and agrees that he will not erect or permit the erection of any building or other structure within said right-of-way after the execution and delivery of this easement agreement.

Grantee, its employees, agents or other authorized persons, are hereby also given the perpetual right of ingress and egress to and from said easement, without notices, in or upon roads, streets, and alleys abutting Grantor's land described above, across the lands of Grantor adjoining the easement lying between such roads, streets and alleys, at all times for any of the purposes herein provided, such right to be exercised in a manner as shall cause the lease practicable damage and inconvenience to the Grantor.

Grantor covenants that he is the owner of the lands described above and that he has the right to convey this uninterrupted right, privilege and perpetual right-of-way easement to Grantee and that Grantee shall have quiet and peaceable possession, use and enjoyment of the aforesaid right, privileges and easements.

The Grantor warrants that this grant of perpetual right-of-way is unencumbered, or if encumbered, that Grantor has obtained the unqualified consent to enter into this easement agreement by all such encumbrance holders. Grantor agrees to defend, indemnify and hold Grantee harmless against any other claims to this premises, which defense and indemnification shall arise immediately upon any claim being made.

This agreement of perpetual right-of-way easement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF and intending to be legally bound hereby, the undersigned here below set his/her/their hand(s) and seal(s) effective as of the ____ day of _____, 20_____ .

WITNESS:

GRANTOR:

Signature

Print Name

Signature

Print Name

Signature (SEAL)

Print Name

Signature (SEAL)

Print Name