

Parcel: _____

OPTION FOR TRANSMISSION LINE EASEMENT

This Transmission Line Easement Option ("Option Agreement"), by and between **AMERICAN TRANSMISSION SYSTEMS, INCORPORATED**, an Ohio corporation, having its principal place of business at 76 South Main Street, Akron, OH 44308, its successors, and assigns, hereinafter referred to as "Company", and the undersigned (owners), **TOWNSHIP OF CRANBERRY**, a township of second class organized and existing under the laws of the Commonwealth of Pennsylvania, with a mailing address of 2525 Rochester Road Suite 400, Cranberry Twp, PA 16066, its successors and assigns, hereinafter referred to as "Grantor".

For the consideration of sum of Ten Thousand Dollars
(\$ 10,000 .00) (the "Option Payment") receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Company the exclusive option and right (the "Option"), for and during the period of twelve (12) months from the date hereof (the "Option Period"), to acquire for the total consideration of One Hundred Thousand Dollars (\$ 100,000 .00) (the "Purchase Price"), a perpetual electric transmission line easement (the "Easement"), the location and width thereof as generally depicted on Exhibit "1", attached hereto and made part hereof, upon, over, under, across and along a portion of the property of Grantor, situated in Township of Cranberry, County of Butler, Commonwealth of Pennsylvania, and described in that certain deed book Volume 2429, Page 5, and recorded in the appropriate governmental office of said County, being further identified as Tax Parcel 130-4F48-37-0000 (the "Property"). The Company and Grantor understand that the Easement shown on Exhibit 1 is a best estimate as of the signature date of this Option Agreement and therefore, agree that if the final Easement location and width reasonably varies, to update Exhibit 1 and the Purchase Price to mutually agreeable terms and the remainder of this Option Agreement will remain in full force and effect.

1. Upon payment by Company to Grantor during the Option Period of the additional sum of Ten Thousand Dollars (\$ 10,000 .00), (the "Extension Option Payment") Grantor agrees to extend the Option Period for an additional twelve (12) months (the "Extended Option Period").

2. If during the Option Period or Extended Option Period, Company desires to exercise the Option to purchase the Easement and the additional rights as set forth in the attached form easement agreement, it will pay or cause to be paid to Grantor, the Purchase Price, less the Option Payment and Extended Option Payment (if paid) and the Grantor agrees to execute an Easement Agreement in the form attached hereto as Exhibit "2", conveying to Company a good and merchantable title to the aforesaid Easement, free and clear of encumbrances. If this Option is not exercised within the Option Period or the Extended Option Period, or if the Company cancels the Option, in writing, Grantor shall be entitled to retain all payments made hereunder by Company.

3. Grantor and Company agree that Company may elect to extend the Option Period or exercise its Option herein by either (1) placing a check for the appropriate sum of United States currency in the United States certified mail, return receipt requested or by national express courier such as Federal Express, UPS, etc. (the "Mail") to Grantor at the address indicated above, unless otherwise specified, (2) by personal delivery of such check to Grantor, or (3) by electronic direct deposit to Grantor's banking account. The placement of such check by Company in the Mail, as aforesaid or by deposit of said payment to Grantor's banking account, on or before the expiration of the preceding option period shall be deemed timely made.

4. In further consideration of the sum paid for this Option, Grantor agrees not to sell, lease or otherwise convey or encumber any interest in the Property which may interfere with Company's rights in the Easement under the terms of this Option, either during the Option Period or Extended Option Period. Provided that, prior to the Company's exercise of its Option under this agreement, the Grantor may assign this agreement to a subsequent purchaser of this land by entering into a valid written assignment of those rights, subject to the terms of this Option, and providing a copy of the assignment to the Company.

5. It is agreed that the Company, its contractors, agents and employees shall at all reasonable times have access to the Easement during the Option Period or the Extended Option Period. Company shall have the right to ingress, egress, and regress to and from the Easement over such private roads and driveways as may now or hereafter exist on the property of Grantor, over the Easement itself, and Grantor's other property adjoining the Easement. Company shall be liable for all direct damages resulting from its exercise of the right of ingress, egress and regress.

6. During the Option Period and the Extended Option Period granted herein, Company shall have the irrevocable right, commencing upon the date of the execution of this instrument, to survey the property; to conduct engineering and associated investigations including, but not limited to, core boring and soil testing; to cut down and trim trees and shrubs growing in or adjacent to the above-described Easement area as may be necessary, in the judgment of Company, to conduct the aforementioned surveys and investigations; and of ingress, egress and regress over said land of Grantor.

If, during the Option Period or Extended Option Period, the Company damages Grantor's fences, livestock, crops or other property while exercising any of the rights granted to the Company, Company will repair or pay for damages in order to restore such damaged property to its condition that existed prior to the damage.

Subject to the rights of Company hereunder, Grantor shall have the right to cultivate, pasture or otherwise use and occupy the proposed Easement area during the Option Period or Extended Option Period except that Grantor shall not place, construct, install, erect or permit any temporary or permanent building, structure, advertising device, sign, dumpster, light pole, swimming pool, storage tank or obstruction within Easement. Grantor shall not store, use or burn any materials, including but not limited to hazardous/flammable material or drill or operate any well within the Easement. No act shall be performed which violates the clearance requirements of the National Electrical Safety Code and/or the rules of its successor. No excavation, fill, water impoundment or other ground elevation changes shall be made within said Easement without the written consent of Company.

7. If the Company shall not elect to exercise the Option herein, or shall fail to exercise same within the time hereinabove provided, the Option shall terminate without further action and all rights granted hereunder shall terminate, and Grantor shall retain all option considerations paid hereunder.

8. It is mutually understood and agreed that this instrument covers all of the agreements and stipulations between the parties and that no representations or statements, oral or written, have been made modifying or changing the terms hereof and that any agreement between the parties modifying or changing any terms hereof shall be in writing and executed by each party hereto.

9. In order to expedite the execution of this Option Agreement by numerous parties, it is agreed that said Option Agreement may be executed in counterparts. If each party has signed at least one counterpart, the failure of one or more parties to sign a particular counterpart shall not invalidate the same, so that all counterparts signed by one or more of the parties may be combined and considered together as one instrument.

NOTICE TO ANY SUBSEQUENT PURCHASER OF THE PROPERTY: The rights to further consideration in this agreement are considered to belong to the Grantor. For the Company to recognize any assignment of those rights to a subsequent purchaser of this land there must be a valid written assignment of those rights by the Grantor and a copy of that assignment must be provided to the Company before the Option is exercised.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Grantor(s) has/have hereunto signed, sealed and delivered on this ____ day of _____, 2019.

GRANTOR:

TOWNSHIP OF CRANBERRY

By: _____

Printed Name: _____

Title: _____

COMMONWEALTH OF PENNSYLVANIA)
) SS
COUNTY OF _____)

On this, the _____ day of _____, 2019, before me, a Notary Public, the undersigned officer, personally appeared _____, its _____, on behalf of **TOWNSHIP OF CRANBERRY**, a township of second class organized and existing under the laws of the Commonwealth of Pennsylvania, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

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

SEAL

Notary Public
My Commission Expires:

Prepared by: AMERICAN TRANSMISSION SYSTEMS, INCORPORATED

