

EXHIBIT "2"

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That **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, hereinafter referred to as "GRANTOR", claiming title by virtue of deed book Volume 2429, Page 5, as recorded in the County of Butler, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations received to my full satisfaction of **AMERICAN TRANSMISSION SYSTEMS, INCORPORATED**, an Ohio corporation, having its principal place of business at 76 South Main Street, Akron, OH 44308, hereinafter referred to as "GRANTEE", does hereby grant unto Grantee, its successors and assigns, an easement and right of way, together with the rights and privileges hereinafter set forth, for the lines for the transmission and distribution of electric current, including communication facilities, upon, over, under and across the following described premises:

Situated in the Township of Cranberry, County of Butler, Commonwealth of Pennsylvania; Permanent Parcel No. 130-4F48-37-0000.

The right of way referred to above is described on Exhibit "A", attached hereto and made a part hereof.

The right of way shall have a width of sixty feet (60'), and the boundaries shall be located on either side of the center line. Grantee shall have the right to locate said transmission and/or distribution lines and related facilities within the boundaries of the easement granted herein, as it shall deem proper, and it shall be the actual location of Grantee's facilities upon the premises that shall be controlling in determining the center line of the right of way, which shall extend thirty feet (30') on either side of the center line of Grantee's electrical facilities upon the premises.

The easement and rights herein granted shall include the right to erect, inspect, operate, replace, remove, protect, relocate, repair, patrol, add to, and permanently maintain upon, over, under and along the above-described right of way across said premises all necessary structures, wires, cables and travel ways used for or in connection with the transmission and distribution of electric current, including communications, together with the rights to install any necessary guy wires, anchors and other usual fixtures and appurtenances within or adjacent to the right of way herein granted wherever necessary.

Grantee shall have the right of ingress and egress upon, over and across said premises for access to and from its facilities and the right of way, together with the full authority and unqualified right to trim, remove, clear, keep clear, and otherwise control (by

Grantor Initial's _____, _____

such methods as Grantee, in its sole judgment, may deem necessary or proper, including but not limited to the use of herbicides) any and all trees, underbrush, or other vegetation located within the right of way that are not currently being used for agriculture purposes. Grantee shall also have the full authority and right, in its sole discretion, to trim, cut or remove, any or all trees adjacent to said right of way, that, in the opinion of Grantee, may interfere or threaten to interfere with the construction, operation, maintenance, or repair of Grantee's facilities ("Priority Trees"). Such Priority Trees include those that are dead, dying, diseased, structurally defective, leaning or significantly encroaching where the transmission facilities are at risk of arcing or failing should the tree or portions of the tree (i) fall near or into the transmission facilities or (ii) grow towards or into the transmission facilities.

Except as provided herein, Grantor reserves the right to use the lands encumbered by this Easement in any manner that is not inconsistent with the rights granted to Grantee by this Easement and provided that said use does not violate the National Electrical Safety Code clearances. Grantor agrees that no building, obstruction or impediment of any kind shall be placed within said right of way or between said structures or beneath said wires. Grantee agrees that a fence not to exceed six feet in height shall be installed within the easement. Grantee shall review and approve detailed plans and provide a consent agreement that will not be unreasonably withheld. Grantee shall have the full authority and right, in its sole discretion, to remove, or to compel the removal, of any buildings or other structures within the right of way that, in the opinion of the Grantee, may interfere or threaten to interfere with the construction, operation, maintenance, or repair of Grantee's facilities or with ingress or egress upon, over and across said premises for access to and from its facilities and the right of way. To the extent that any buildings or other structures within the right of way must be removed under the terms of the Easement, Grantors and their successors shall be solely responsible for the cost of removing said buildings or other structures from the right of way, and any damages arising therefrom.

The parties hereto acknowledge that any right of Grantee to trim, remove and/or clear any trees, underbrush, vegetation or other buildings or structures as set forth herein, does not create or place a duty upon Grantee to do so, or shift any duty that the Grantors owe to the Grantee, any third party and/or the general public.

The Grantee will repair or replace all fences, gates, lanes, driveways, drains and ditches damaged or destroyed by it on said premises or pay Grantors for all damages to fences, gates, lanes, driveways, drains and ditches, crops and stock on said premises caused by the construction or maintenance of said lines.

TO HAVE AND TO HOLD the said easement, rights and right of way and its appurtenances to said Grantee, and to its successors and assigns, forever, and the Grantor represents that he/she is the lawful owner of said premises and has full power to convey the rights and easement herein granted, that the same are free and clear of all encumbrances and that he/she will warrant and defend the same against all lawful claims and demands

Grantor Initial's _____, _____

Acknowledged I have hereunto set my hand as of the _____ day of _____, 2019.

By: _____

Printed Name: _____

Title: _____

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.

SEAL

Prepared by: AMERICAN TRANSMISSION SYSTEMS, INCORPORATED

Grantor Initial's _____, _____

Exhibit “A”

A description of Exhibit “A” to be created prior to easement signing,
that will describe the area generally depicted in Exhibit “1” of the
Option for Transmission Line Easement.

Grantor Initial's _____, _____