

RIGHT OF WAY AGREEMENT

In consideration of the mutual covenants set forth herein and intending to be legally bound hereby,
CRANBERRY TOWNSHIP

(“Grantor”) hereby grants to the PENNSYLVANIA POWER COMPANY and to its respective successors, assigns, lessees and agents (“Grantee”), the right, privilege and authority from time to time and at any time to construct, add to, reconstruct, operate and maintain aerial and underground electric and communication lines and facilities including cables, cable ducts, poles, crossarms, anchors, wires, transformers, transformer pads, transformer vaults, secondary junction boxes, service connections, and manholes (hereinafter referred to as utility facilities) on, over, under, along and across the premises of the undersigned situate along ERNIE MASHUDA DR in the TOWNSHIP of CRANBERRY County of BUTLER, Commonwealth of Pennsylvania, (Parcel ID No. 130-4F108-8; 130-4F108-6). The approximate location of said utility facilities to be installed and constructed by virtue of this grant, with the exception of service connections, shall be described as follows:

as approximately shown on FirstEnergy Exhibit A, attached hereto and made a part hereof.

In order to provide as nearly an uninterrupted service as possible, there is included herein the right, privilege and authority of the Grantee to keep said right of way clear of all trees and brush to a minimum of fifteen (15) feet on either side of the pole line as constructed, including the right to remove any tree located outside of said fifteen (15) foot limitations which in falling may be a hazard to continuity of service. Furthermore Grantor agrees that vegetation which includes trees and shrubs having a mature height in excess of fourteen (14) feet shall not be planted. Should such vegetation be planted or naturally appear, the Grantee shall, in the interest of all customers served in the area, remove vegetation on its own motion. It is understood between the parties at interest that vegetation planted or naturally growing outside said fifteen (15) foot limitation shall, whenever necessary, be trimmed by the Grantee to maintain the minimum clearance of fifteen (15) feet on either side of the pole line as constructed.

Grantor also agrees not to erect or place any building or other physical encumbrance nearer than fifteen (15) feet to a pole line or lines as constructed. The Grantor agrees that the initial exercise of any of the powers and rights herein granted shall not be construed as limiting Grantee’s rights and privileges hereunder.

Grantor obtaining underground electric service by virtue of this right of way shall:

1. Grade to final grade all private property locations where utility facilities are to be constructed prior to the placing thereof;
2. Establish and stake property lines as needed before said utility facilities are constructed;
3. Keep the area where the utility facilities are installed clear of trees, tall shrubs, outdoor fireplaces or any structure which could, in the opinion of Grantee, interfere with the construction, reconstruction, maintenance, repair or use of the said utility facilities as provided for under the terms of this grant, and;
4. Reimburse the respective Grantee the actual cost of any changes deemed feasible in the opinion of Grantee and made in utility facilities constructed hereunder to accommodate Grantor.

This Indenture shall and all of the covenants contained therein shall be binding upon and inure to the benefit of all the parties hereto, its heirs, successors and assigns, the parties hereto agreeing to be legally bound by it.

Witness _____ hand(s) and seal(s) this _____ day of _____, 20____, at

_____.

ATTEST:

_____(SEAL)

Commonwealth of Pennsylvania)

)§

County of _____)

On this _____ day of _____, 20____, before me, a Notary Public, personally appeared _____, 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 _____.

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

Notary Public

My Commission Expires:

Return to:

Penn Power
C/O Dan Stewart
701 West New Castle St
Zelienople, PA 16063