

RIGHT OF WAY OPTION

For and in consideration of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in hand paid, receipt of which is hereby acknowledged, the undersigned Grantor(s) hereby give and grant unto American Transmission Systems Inc., an Ohio corporation, the Grantee, the right and option to purchase at any time on or before April 30, 2009, an easement and right of way with certain rights and privileges for lines for the transmission of electric current, including communication facilities, upon, over, under and across the following described premises:

Together with the right to install guy wires and anchors within or adjacent to the right of way herein granted wherever necessary.

The exact location of said right of way is to be designated by Grantee after its final surveys are made and, in any event, before the construction of said lines shall be commenced.

The undersigned Grantor(s) agree, if this option becomes effective by acceptance according to the terms hereof, to permit and convey to Grantee the right to erect, inspect, operate, replace, relocate, repair, patrol and permanently maintain upon, over, under and along the above-described right of way across said premises, all necessary structures, wires, cables and other usual fixtures and appurtenances used for or in connection with the transmission of electric current, including communication facilities, and the right of reasonable ingress and egress upon, over and across said premises for access to and from said right of way, and the right to trim, cut, remove or control by any other means at any and all times, at the sole discretion of the Grantee, such trees, limbs and underbrush within or adjacent to said right of way as may interfere with or endanger said structures, wires or appurtenances or their operation.

The undersigned Grantor(s) reserve the right to use the ground between said structures and beneath said wires, provided that such use does not interfere with or obstruct the rights herein granted, and the Grantor(s) agree 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 without prior written approval of the Grantee.

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

All of the provisions contained in this option shall, on or before the date first hereinbefore written and upon acceptance by Grantee, be incorporated into a final instrument of conveyance, with release of dower, provided Grantee pays or tenders to Grantor(s) or their heirs, executors, administrators or assigns, in full satisfaction or the rights optioned, the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) which Grantor(s) agree to accept in such satisfaction and which shall be paid or tendered before the construction of said lines shall be commenced. Such tender or payment may be made to Grantor(s) or to their heirs, executors, administrators or assigns, or such sum may be deposited by Grantee to their credit in \_\_\_\_\_ which is hereby authorized to accept same and to acknowledge receipt thereof, and such tender, payment or deposit shall constitute a full compliance of Grantee's obligations conveyance, with release of dower, to Grantee, its successors and assigns. Upon such tender, payment or deposit being made, Grantee, its successors and assigns, shall have the immediate right to go upon said premises for the purpose of constructing, maintaining and operating said lines.

The Grantor(s) represent that they are the owners of the premises herein described.

The easements, benefits and burdens hereby optioned shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

It is understood that the within contract contains all of the terms and conditions agreed upon between the parties and there are no outside conditions, representations, warranties or agreements.

IN WITNESS WHEREOF, the Grantor(s) hereunto set hand  
this day of \_\_\_\_\_, \_\_\_\_\_.

Signed in the presence of:

\_\_\_\_\_  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
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Printed Name

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