

COMMERCIAL RIGHT OF WAY EASEMENT

TODD COUNTY BOARD

The undersigned, of Education, whose address is 205 Airport Rd, Ellettsville, Ky (Hereinafter GRANTORS)

for valuable consideration, do hereby grant unto PENNYRILE RURAL ELECTRIC COOPERATIVE CORPORATION (PRECC) of 2000 Harrison Street, Hopkinsville, Kentucky, a Kentucky corporation, its successors and assigns, the right to enter and a right-of-way easement upon the lands of the undersigned, situated in the County of TODD, State of Kentucky, and more particularly described as follows:

New Overhead Primary line

SOURCE OF TITLE:

BEING the same property or a portion of the same property conveyed to GRANTORS or inherited by GRANTORS

pursuant to the following instruments dated the day of , 20 ,

and of record in Deed Book 58, page 442 Office of the County Clerk of

Todd County, Kentucky and to which reference is made for the legal description therein contained.

The purpose of this Easement is to convey to PRECC the right to enter upon the lands of the GRANTOR consisting of a commercial property to construct, reconstruct, rephase, repair, operate, inspect, maintain and read any electric meter upon property to be developed including the right to build primary extension lines and service lines to individual meters. This Easement includes the right of ingress and egress to and from the said Easement and also over reasonable routes on said lands to reach said Easement. This Easement includes the right to cut, trim and control plant growth including trees, shrubbery or vegetation located within 20 feet of the center line of said lines or systems, or that in the discretion of PRECC, interferes with or threatens to endanger the operation and maintenance of said lines or systems.

This Easement shall be for a width of 20 feet on either side of the center line of said electric lines or systems in the case of a line running from a transformer to the meter or 20 feet on either side of the electric line or system in the case of a primary extension, as the case may apply.

This easement also grants to PRECC the right to agree to the joint use of occupancy of the lines or systems by any other person, association or corporation, for electrification, communication or cable TV purposes. PRECC may extend guy wires, anchors and other required equipment, necessary to the design of the system, a reasonable distance beyond the right-of-way width set forth herein.

Grantor agrees that all poles, wires and other facilities installed on the above-described lands at PRECC's expense shall remain the property of PRECC, removable at the option of PRECC, upon termination of service to or on said lands. All parties agree to comply with the prevailing National Electrical Safety Code in connection with the maintenance and service of electrical facilities.

PRECC agrees to pay Grantor any reasonable damages sustained by Grantor which are caused by PRECC in going upon said lands and right-of-way, provided claim for such damage, if any, is filed with PRECC in writing within sixty (60) days after such damages occur. PRECC shall not be liable to pay any damages for cutting, trimming or otherwise controlling trees, shrubbery, or vegetation.

The Grantors covenant that they are the sole owners of the above-described land and have authority to convey the Easement herein.

SPECIAL PROVISIONS:

IN WITNESS WHEREOF, the undersigned have set their hands and seals this the day of , 20

This Instrument Was Prepared By:

Lee M. Harton, PLLC
Attorney at Law
Post Office Box 1009
1606 South Main Street
Hopkinsville, Ky. 42241

By:

STATE OF KENTUCKY
COUNTY OF

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify for record that the foregoing instrument was this day produced to me in said County and State and acknowledged before me by the within names

to be free act and deed.

This the day of , 20

My commission expires:

NOTARY PUBLIC