

Upon recording return to:  
Anytown Branch 115kV Transmission Line  
Jane Doe Parcel Number 2  
XYZ Power Corporation  
P.O. Box 12345  
Anytown, Anystate 98765

STATE OF ANYSTATE

COUNTY OF ANY

EASEMENT FOR RIGHT-OF-WAY

FOR AND IN CONSIDERATION of the sum of X Dollars (\$X.00) and other good and valuable consideration, in hand paid by XYZ POWER CORPORATION, an Anystate corporation (hereinafter called "XYZ Power"), the receipt and sufficiency of which is hereby acknowledged, the undersigned, Anytown Trail Council, a nonprofit corporation organized under the laws of Anystate, acting for undersigned and for undersigned's(s') successors and assigns, do(es) hereby grant to XYZ Power, the right to from time to time, construct, operate, maintain and renew overhead and underground electric transmission, distribution and communication lines, with necessary or convenient towers, frames, poles, wires, manholes, anchors, guy wires, conduits, fixtures and appliances, protective wires and devices in connection therewith upon or under a strip of land more fully located and described below; together with all rights and privileges necessary or convenient for the full enjoyment or use of said strip for the purposes above described; including the right of ingress and egress to and from said strip and the right to cut away and keep clear, remove and dispose of all trees and undergrowth, although Georgia Transmission may leave any cut trees and undergrowth on said strip as may be required for regulatory compliance(s) or prudent construction methods. Further XYZ Power shall have the right to remove and dispose of all obstructions now on said strip or that may at any time hereafter be placed thereon by the undersigned or any other person, and to cut, remove and dispose of danger trees on lands adjacent thereto, which now or may hereafter injure or endanger any of the works on said strip provided that on future cutting of such danger trees XYZ Power shall pay to the undersigned, or to the undersigned's(s') successors or assigns, the fair market value of the merchantable timber so cut, timber so cut to become the property of XYZ Power. Said strip is that portion of undersigned's(s') property in Land Lot(s) 247 and 248, 2nd District of Any County, Anystate, (the "Rail Trail") which is illustrated on the attached plat of survey entitled "Anytown Branch 115kV Transmission Line/Parcel No(s). 2 - Easement Area Plat", dated August 27, 1999, which was prepared by John Doe, Anystate Registered Land Surveyor No. 2202. As verified by said plat, the amount of land embraced by this easement shall be 0.206 acre(s).

XYZ Power, its successors and assigns, shall pay or tender to the owner thereof a fair market value for any growing crops, fruit trees or fences cut, damaged or destroyed on said premises by the employees of XYZ Power, its agents, successors, or assigns, in the construction, reconstruction, operation and maintenance of said lines, except those crops and fruit trees which are an obstruction to the use of the right-of-way as herein provided or which interfere with or may be likely to interfere with or endanger said lines or their proper maintenance and operation, provided that undersigned shall give XYZ Power written notice thereof within thirty (30) days after said alleged damage shall have been done; any growing crops or fruit trees so cut or damaged on said premises in the construction, reconstruction, operation and maintenance of said lines to remain the property of the owner of said crops or fruit trees.

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It is agreed that part of the within named consideration is full payment for all timber cut or to be cut in the initial clearing and construction of said lines; timber so cut to become the property of XYZ Power.

The parties mutually warrant and agree that XYZ Power's use of the land hereinbefore described upon which the lines will be erected shall not be inconsistent with the National Trails System Act (16 U.S.C. § 1247(d)), the Decision and Notice of Interim Trail Use or Abandonment served by the United States Surface Transportation Board ("STB") on August 16, 1996 in Docket No. AB-1234 (Sub-No. 1X), and applicable regulations of the STB. Consistent with those requirements and the requirements of this Easement, the parties further warrant and agree that Rails-to-Trails Conservancy's use of this Rail Trail shall not injure or interfere with the proper operation, maintenance, or repair of, or extensions or additions to said lines, and that no buildings or structures other than fences may be erected upon the said strip of land.

Because it is recognized that there is the absolute necessity for XYZ Power, in the safe and proper utilization of the rights, privileges, and interests herein granted, to have, from time to time and at all times, the following rights, powers and interests, the same are hereby expressly granted to XYZ Power: By any action at law, or in equity, by injunction, ejection, or otherwise, to prevent the erection, or after erection to cause the removal, of any building or other structures, other than fencing, on or from said strip whether the offending party be a successor in title to the undersigned or not.

XYZ Power may not let, loan, sell, or otherwise grant the rights provided herein to any other individual or entity, other than to a subsidiary or other affiliate of XYZ Power. In addition, XYZ Power may, subject to review and approval by Anytown Trail Council, which approval shall not be unreasonably withheld or delayed, assign the rights granted herein in connection with XYZ Power's sale or other disposition of any rights or interest in the overhead and underground electric transmission, distribution and communication lines, towers, frames, poles, wires, manholes, anchors, guy wires, conduits, fixtures and appliances, protective wires and devices, in whole or in part, and the terms of this Easement shall constitute covenants running with the land and shall be binding on and inure to the benefit of the parties hereto, their respective successors and assigned.

The Easement herein granted is further subject to the following conditions:

1. A designated Rail Trail representative will be the principal contact in respect to this Easement and issue a letter of final inspection and approval of the work.
2. Disturbance of the Rail Trail by XYZ Power will be kept to a minimum during the term of this Easement. Any and all damage caused by XYZ Power to the Rail Trail right-of-way, or areas used to access the Rail Trail shall be restored at the expense of and by XYZ Power.
3. XYZ Power shall be responsible for controlling the use, and assuring the safety of Rail Trail users in the Easement area during the installation of any lines and related equipment.
4. XYZ Power shall be required to place barriers or fencing to protect the public from any uncovered trenches or holes in the Easement area. This shall apply during the installation, maintenance or replacement of any lines and related equipment.
5. Initial construction and installation shall take place prior to, and be completed by December 31, 2000, or this Easement shall terminate and become null and void, with no recourse unless extended by written agreement of both Anytown Trail Council and XYZ Power, at least thirty (30) days prior to said date.
6. XYZ Power shall, prior to construction of its facilities on the above described premises, obtain at its own expense all governmental approvals and permits that may be necessary and shall otherwise comply with all applicable laws, rules and regulations.

7. XYZ Power shall notify Anytown Trail Council prior to commencing any construction or maintenance work on XYZ Power's facilities pursuant to the rights granted hereunder; except that in situations that XYZ Power deems to be an emergency or otherwise to require immediate action, such prior notice shall not be required.

8. This Easement is also made subject to National Trails System Act (16 U.S.C. § 1247(d)), as amended, and applicable STB regulations, as well as the Decision and Notice of Interim Trail Use or Abandonment served by the STB on August 16, 1996 in Docket No. AB-389 (Sub-No. 1X), and all subsequent STB decisions relevant to said Decision and Notice, and also to all outstanding leases, licenses and other outstanding rights, including, but not limited to those for pipe, telephone, electric and fiber optic lines and the right of renewals and extensions of the same, and subject also to all conditions, limitations, restrictions, encumbrances, reservations or interests of any persons which may affect the easement property, whether recorded or unrecorded.

9. This Easement is also limited to such rights as Anytown Trail Council may have in the easement property and is granted without warranty, express or implied. No damages shall be recoverable from Anytown Trail Council because of dispossession of XYZ Power or because of failure of, or defect in, Anytown Trail Council's title.

XYZ Power warrants to Anytown Trail Council that XYZ Power shall, at its own expense, obtain and maintain in force for the duration of this Easement Commercial General Liability Insurance for all claims arising out of bodily injury, illness and death and from damages to or destruction of property of others, including loss or use thereof, with minimum limits for bodily injury and property damage of \$1,000,000.00 per occurrence, with an aggregate of \$5,000,000.00.

By accepting and using this Easement XYZ Power agrees that it shall indemnify, defend, and hold harmless Anytown Trail Council, its agents, officers, employees and volunteers, from and against any and all claims, liability, expense, defense costs, reasonable legal fees, and actual damages of any nature whatsoever arising out of the activities of XYZ Power on or about the Easement area, or related to its use of this Easement. XYZ Power's covenant to indemnify, defend and hold Anytown Trail Council harmless includes and is appurtenant to (but is not limited to) any and all liability, expense, and claims for death, bodily injury, property damage, workers' compensation, claims arising from or connected with services performed by or on behalf of any person, breach of contract, non-payment, liens, infringement of a patent or copyright or disclosure of a trade secret, and violation of state and federal antitrust laws. This "Hold Harmless and Indemnification" provision shall not apply to the extent of any negligence or fault on the part of Anytown Trail Council.

Notices shall be sent to:

Anytown Trail Council

Address

XYZ Power

Address

Said XYZ Power shall not be liable for, nor bound by, any statement, agreement or understanding not herein expressed. The undersigned warrant(s) title to the property herein affected with the understanding that XYZ Power is relying upon said warranty in obtaining this easement.

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TO HAVE AND TO HOLD forever, unto XYZ Power, its successors and assigns, the rights, powers, and interests herein granted, which shall be a covenant running with the title to the lands above described.

WITNESSETH, undersigned's(s') sign(s) and seal(s) placed on this Easement for Right-of-Way this \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

Signed, sealed and delivered  
in the presence of:

ANYTOWN TRAIL COUNCIL

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
BY:  
ITS:

\_\_\_\_\_  
NOTARY PUBLIC

ATTEST: \_\_\_\_\_  
BY:  
ITS:

(NOTARY SEAL)

(CORPORATE SEAL)

XYZ POWER CORPORATION

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
BY:  
ITS:

\_\_\_\_\_  
NOTARY PUBLIC

ATTEST: \_\_\_\_\_  
BY:  
ITS:

(NOTARY SEAL)

(CORPORATE SEAL)