

Solely for purpose of recording
not to transfer title of ownership

Jan Bauman (dg) 5/17/18
Auditor DeKalb County

201802492
05/18/2018 AT 10:26:22 AM
RECORDER OF DEKALB CO, IN
KATIE FIRESTONE
Fee Amount: 25.00

Project Name: Auburn – Kendallville **Line Name:** Auburn – Auburn No.5
Easement No. 048 **Map No:**
Line No. TLN120:95002

SUPPLEMENTAL EASEMENT AND RIGHT OF WAY

THIS SUPPLEMENTAL EASEMENT AND RIGHT OF WAY made by and between **Irving Materials, Inc.**, an Indiana corporation, whose address is 8032 North State Road 9, Greenfield, Indiana 46140 ("Grantor"), and **Indiana Michigan Power Company**, an Indiana corporation, being a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215 ("AEP").

WHEREAS, AEP is the owner of a right of way and easement under the terms of the following agreement recorded in the Recorder's Office of DeKalb County, Indiana by and between Norman E. Yoder and Peggy J. Yoder, husband and wife, contract purchaser and Annabelle Yoder, a widow as contract seller and Indiana & Michigan Electric Company, a predecessor in title to AEP, dated 03/20/1986 and recorded in Volume 184, Page 424 (the "Original Easement"); and

WHEREAS, Grantor is the successor in interest to all or part of the lands affected by the Original Easement.

NOW, THEREFORE, in consideration of the sum of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which Grantor hereby acknowledges, the Grantor hereby grants and conveys and warrants to AEP this Supplemental



Easement and Right of Way ("Easement") for electric transmission, distribution, and communication purposes to modify the Original Easement [insofar as it encumbers property of the Grantor situated in the State of Indiana, DeKalb County, Union Township, Section 32, Township 34 N, Range 13 East, being the same premises as described in Document Number 201702069 (Parcel No. 17-06-32-199-007.000-025 and 17-06-32-401-009.000-025)], as follows:

The Easement Area shall be revised to be as more fully described and depicted on Exhibit "A", a copy of which is attached hereto and made a part hereof ("Easement Area").

GRANTOR FURTHER GRANTS AEP THE FOLLOWING RIGHTS

The right, now and in the future, to construct, reconstruct, operate, maintain, alter, improve, extend, inspect, patrol, protect, repair, remove, replace, upgrade and relocate within the Easement Area, poles, towers, and structures, made of wood, metal, concrete or other materials, and crossarms, guys, anchors, grounding systems, and all other appurtenant equipment and fixtures, and to string conductors, wires and cables ("Facilities"); together with the right to add to said Facilities from time to time, and the right to do anything necessary, useful or convenient for the enjoyment of the Easement granted herein.

The right, in AEP's discretion, to cut down, trim, remove, and otherwise control, using herbicides or tree growth regulators or other means any and all trees, overhanging branches, vegetation and brush situated within the Easement Area. AEP shall also have the right to cut down, trim or remove trees situated on lands of Grantor which adjoin the Easement Area when in the opinion of AEP those trees may endanger the safety of, or interfere with the construction, operation or maintenance of Facilities or ingress or egress to, from or along the Easement Area.

The right of unobstructed ingress and egress, at any and all times, over, across and along and upon the Easement Area, and across the adjoining lands of Grantor as may be necessary for access to and from the Easement Area for the above referenced purposes.

THIS GRANT IS SUBJECT TO THE FOLLOWING CONDITIONS:

In no event shall Grantor, its heirs, successors, and assigns plant or cultivate any trees or place, construct, install, erect or permit any temporary or permanent building, structure, improvement or obstruction including but not limited to, storage tanks, billboards, sign, sheds, dumpsters, light poles, water impoundments, above ground irrigation systems, swimming pools or wells, or permit any alteration of the ground elevation, over, or within the Easement Area. AEP may, at Grantor's cost, remove any structure or obstruction if placed within the Easement Area, and may re-grade any alterations of the ground elevation within the Easement Area.

AEP agrees to repair or pay the Grantor for actual damages sustained by Grantor to crops, fences, gates, irrigation and drainage systems, drives, or lawns that are permitted herein, when such damages arise out of AEP's exercise of the rights herein granted.

The failure of AEP to exercise any of the rights granted herein, or the removal of any Facilities from the Easement Area, shall not be deemed to constitute an abandonment or waiver of the rights granted herein.

Except as supplemented and amended herein, the Original Easement shall remain in full force and effect. The Original Easement, as supplemented and amended herein, contains the complete agreement, express and implied between the parties herein and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, and licensees.

This Easement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

Any remaining space on this page left intentionally blank. See next page for signatures.

Executed this 21 day of FEB, 2018.

GRANTOR

Irving Materials, Inc.

Robert S. Haldrup

By: ROBERT S. HALDRUP

Its: SR. VP

STATE OF INDIANA

COUNTY OF DEKALB

SS:

This Instrument was acknowledged before me on the 21ST day of
FEBRUARY, 2018, by Robert S. Haldrup as
SR. V.P. of Irving Materials, Inc., for and on behalf of the company.

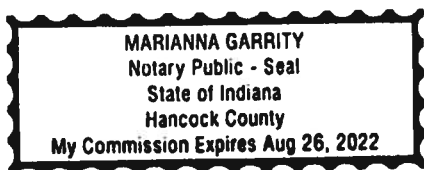
Marianna Garrity
Notary Public

Marianna Garrity

Notary Public (Print/Type Name)

My Commission Expires:

8-26-2022



This Instrument Prepared by Thomas St. Pierre, Assistant General Counsel – Real Estate, American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, OH 43215- for and on behalf of Indiana Michigan Power Company, a unit of American Electric Power.

When recorded return to: Indiana Michigan Power Company – Transmission Right of Way, 110 East Wayne Street, IMPC19, Fort Wayne, Indiana 46802.

I affirm, under the penalties of perjury,
that I have taken reasonable care to
redact each social security number in
this document, unless required by law.

Richard G. Feltz

EXHIBIT "A"

LEGAL DESCRIPTION

PART OF THE NORTHEAST QUARTER AND THE SOUTH HALF OF SECTION 32,
TOWNSHIP 34 NORTH, RANGE 13 EAST, DEKALB COUNTY, INDIANA MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

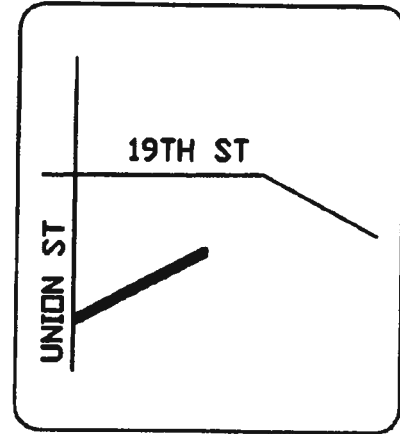
COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF
SECTION 32; THENCE NORTH 82 DEGREES 10 MINUTES 18 SECONDS EAST,
(STATE PLANE GRID BASIS OF BEARINGS), 117.26 FEET TO THE POINT OF
BEGINNING; THENCE SOUTH 01 DEGREES 58 MINUTES 33 SECONDS EAST,
20.82 FEET; THENCE SOUTH 62 DEGREES 40 MINUTES 17 SECONDS WEST,
445.80 FEET TO THE CENTER OF UNION STREET; THENCE, ALONG SAID LINE,
NORTH 01 DEGREES 58 MINUTES 33 SECONDS WEST, 15.45 FEET; THENCE,
LEAVING SAID LINE, NORTH 61 DEGREES 56 MINUTES 32 SECONDS EAST,
338.05 FEET; THENCE NORTH 62 DEGREES 23 MINUTES 12 SECONDS EAST,
110.08 TO THE POINT OF BEGINNING CONTAINING 0.171 ACRES OF LAND
MORE OR LESS AND BEING SUBJECT ALL EASEMENTS AND RIGHTS OF WAY OF
RECORD.



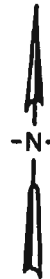
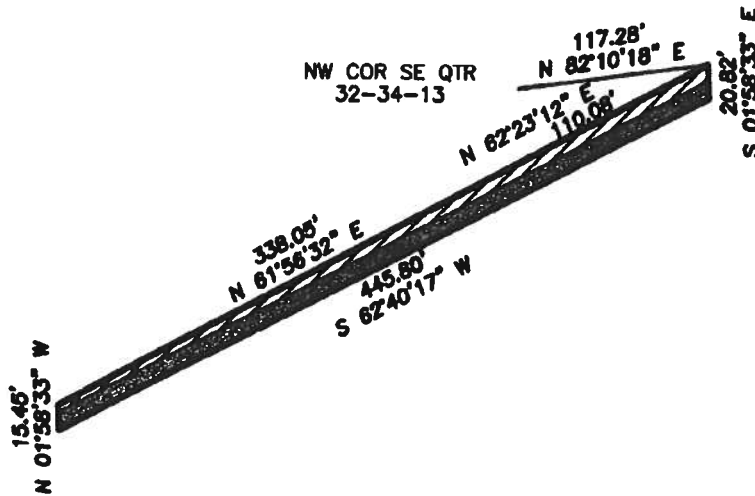
INDIANA MICHIGAN POWER CO.		
AUBURN No.5 - AUBURN		
EASEMENT ACROSS THE LANDS OF IRVING MATERIALS, INC. CONTAINING ± 0.171 ACRES		
SCALE: 1" = 100'	MAP NO: 1851	PAGE 1 OF 2
EASEMENT: 48	FUTURE: TLN385:95128	
DATE: 3-9-18	EXIST: TLN120:95002	

CM
5-9-18

EXHIBIT "A"



SITE LOCATION MAP
(N.T.S.)



0 100
SCALE IN FEET
1 INCH = 100 FEET

STATE OF INDIANA
DEKALB COUNTY
UNION TOWNSHIP
SEC 32, T34N, R13E

EXHIBIT PREPARED BY:

ENGINEERING VISION, INC
5812 INDUSTRIAL ROAD
FORT WAYNE, IN 46825
(260)484-2748

IRVING MATERIALS, INC.
TAX # 17-06-32-199-007.000-025
17-06-32-401-009.000-025
DOC 201702069

☒ 0.102 EXISTING EASEMENT

☒ 0.069 NEW EASEMENT

0.171 TOTAL M&M EASEMENT AREA

CM
S.B.R.

INDIANA MICHIGAN POWER CO.		
AUBURN No.5 - AUBURN		
EASEMENT ACROSS THE LANDS OF IRVING MATERIALS, INC. CONTAINING ± 0.171 ACRES		
SCALE: 1" = 100'	MAP NO: 1851	
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