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Tx:4051012

**201805307**

**10/09/2018 03:38:38 PM**

**RECORDER OF DEKALB CO, IN**

**KATIE FIRESTONE**

**FEE AMOUNT: 25.00**

Solely for purpose of recording  
not to transfer title of ownership

Jan Bauman 10/9/18 (MR)  
Auditor DeKalb County

**Project Name:** Auburn - Kendallville **Line Name:** Auburn No. 5 - Auburn  
**Easement No.** 055 **Map No:** 1851  
**Line No.** TLN120:95002

**SUPPLEMENTAL EASEMENT AND RIGHT OF WAY**

THIS SUPPLEMENTAL EASEMENT AND RIGHT OF WAY made by and between **City of Auburn**, whose address is City Hall, Auburn, Indiana 46706 (“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 the City of Auburn and Indiana and Michigan Electric Company, a predecessor in title to AEP, dated June 13<sup>th</sup>, 1986, and recorded in Volume 185, Page 17 (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 North, Range 13 East, being the same premises as described in Record 00, Page 271 (Parcel No. 17-06-32-254-003.000-025 ), 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 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 City of Auburn shall receive notice prior to removal of said trees and shall have the right to request compensation for said removal based on the appraised value of said trees being removed.

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.**

**GRANTOR**

City of Auburn

By: *Norman E Yoder*  
Its: *Mayor*

STATE OF INDIANA

COUNTY OF DEKALB SS:

This Instrument was acknowledged before me on the 27<sup>th</sup> day of September, 2018, by Norman E Yoder, as Mayor of the City of Auburn.



*Tina M Shipe*  
Notary Public

*Tina M. Shipe*  
Notary Public (Print/Type Name)

My Commission Expires: *August 12, 2023*

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Thomas G. St. Pierre

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.**

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

THIS DESCRIPTION WAS PREPARED BY MARK STRONG, INDIANA LS 800040295, PRESIDENT OF ENGINEERING VISION, INC. ON THE 26TH OF MARCH, 2018 AND LAST REVISED ON THE 26TH OF JULY, 2018; JOB # 17-999. SURVEY DATUM IS NAD 83, INDIANA EAST ZONE, REALIZATION IGS08 (INDIANA CORRS) AND U.S. FEET:

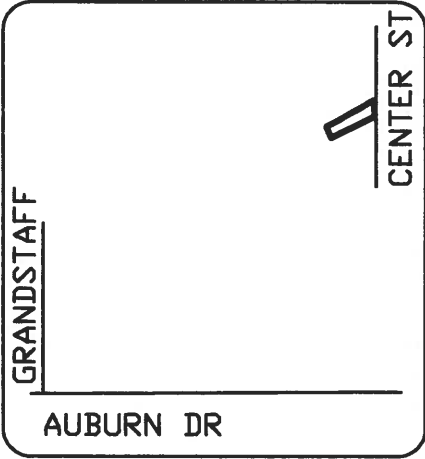
PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 34 NORTH, RANGE 13 EAST, DEKALB COUNTY, INDIANA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 32; THENCE NORTH 81 DEGREES 37 MINUTES 42 SECONDS WEST, (STATE PLANE GRID BASIS OF BEARINGS), 1745.17 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 62 DEGREES 40 MINUTES 17 SECONDS WEST, 270.12 FEET; THENCE NORTH 23 DEGREES 47 MINUTES 31 SECONDS WEST, 74.59 FEET; THENCE NORTH 60 DEGREES 11 MINUTES 21 SECONDS EAST, 306.31 FEET TO THE WEST RIGHT OF WAY OF CENTER STREET; THENCE, ALONG SAID LINE, SOUTH 02 DEGREES 32 MINUTES 29 SECONDS EAST, 96.61 FEET TO THE POINT OF BEGINNING CONTAINING 0.533 ACRES OF LAND MORE OR LESS AND BEING SUBJECT ALL EASEMENTS AND RIGHTS OF WAY OF RECORD.

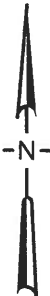
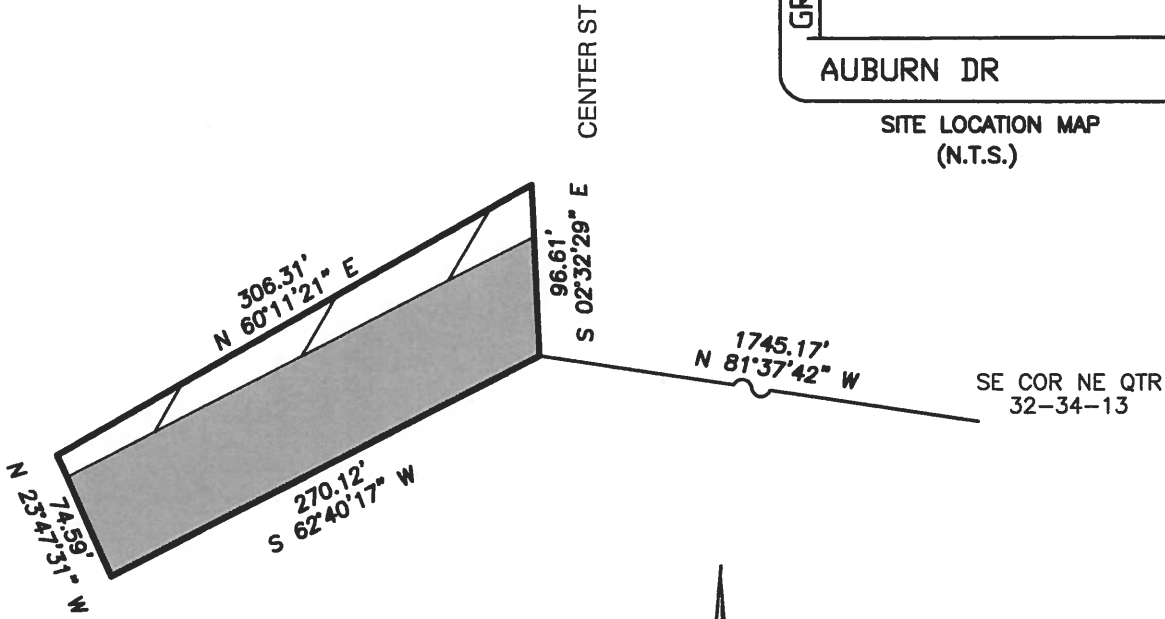


<b>INDIANA MICHIGAN POWER CO.</b>	
<b>AUBURN No.5 - AUBURN</b>	
<b>EASEMENT ACROSS THE LANDS OF CITY OF AUBURN CONTAINING ± 0.533 ACRES</b>	
<b>SCALE: 1"= 100'</b>	<b>MAP NO: 1851</b>
<b>EASEMENT: 55</b>	<b>FUTURE: TLN385:95128</b>
<b>DATE: 7-26-18</b>	<b>EXIST: TLN120:95002</b>

**EXHIBIT "A"**



SITE LOCATION MAP  
(N.T.S.)





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



SCALE IN FEET  
1 INCH = 100 FEET

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

CITY OF AUBURN  
TAX # 17-06-32-254-003.000-025  
MISC BK 00-271

-  0.395 EXISTING EASEMENT
  -  0.138 NEW EASEMENT
- 0.533 TOTAL I&M EASEMENT AREA

<b>INDIANA MICHIGAN POWER CO.</b>	
<b>AUBURN No.5 - AUBURN</b>	
EASEMENT ACROSS THE LANDS OF CITY OF AUBURN CONTAINING ± 0.533 ACRES	
SCALE: 1" = 100'	MAP NO: 1851
EASEMENT: 55	FUTURE: TLN385:95128
DATE: 7-26-18	EXIST: TLN120:95002
PAGE 2 OF 2	

**Project Name:** Auburn – Kendallville **Line Name:** Auburn No.5 - Auburn

**Line No.:** TLN120:095002 **Easement No.:** 055

**Parcel(s):** 17-06-32-254-003.000-025

**EASEMENT PAYMENT SCHEDULE**

**THE UNDERSIGNED:**

**GRANTOR:** City of Auburn

**ADDRESS:** Attn: Clerk-Treasurer, City Hall, Auburn, Indiana 46706

**HEREBY OFFER** to accept amount as determined in accordance with the schedule below in full payment of the Easement and Right of Way for an electric transmission, distribution and communication lines. being, in, on, over, under, through and across the land of the Undersigned under an easement dated Sep 27, 2018 from the Undersigned to the Company, to wit:

**PAYMENT SCHEDULE**

Easement Acquisition Cost Description:	Easement Paid	Damages Paid
Easement Consideration Paid – 0.395 acres @ Unit Price of \$2,500.00=	\$ 2,500.00	
Easement Consideration Paid – 0.138 acres +/- @ Min Payment =	\$ 1,000.00	
<b>Pre-Construction Cost Description:</b>		
Sub-Totals	\$ 3,500.00	
Total Consideration includes Initial Consideration Paid		\$ 3,500.00

The amounts so determined are full payment for the Easement and Right of Way. Any construction damages will be paid separately unless noted above.

Accepted on September 27, 2018 Signed on 9/27, 2018

Contract Land Staff, LLC

Contract Agent for

**Indiana Michigan Power Company**

By: Brad D. Terhune

Field Agent: Brad D. Terhune

**GRANTOR**

City of Auburn

By: Thasme E. Yoch  
Its: Mayor

Attach Required W-9

**For Office Use Only:**

GL	PCBU	Project BPID	Work Order	Account	Dept	CC	Act	ZIP CODE
		A17804002	42742015-03					