

Solely for purpose of recording
not to transfer title of ownership

Jan Bauman 5/29/18 (VNR)
Auditor DeKalb County

Project Name: Auburn – Kendallville **Line Name:** Auburn No. 5 - Auburn
Easement No. 51 Map No: 1851
Line No. TLN120:95002

SUPPLEMENTAL EASEMENT AND RIGHT OF WAY

THIS SUPPLEMENTAL EASEMENT AND RIGHT OF WAY made by and between **Jeffery L. Seiss**, *A Single man*, whose address is 803 Helen Avenue, 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 Joe O. Baker, a married person and DeWayne L. Baker, a married person and Indiana & Michigan Electric Company, a predecessor in title to AEP, dated 03/19/1986 and recorded in Volume 184, Page 4213 (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 201400081 (Parcel No. 17-06-32-253-003.000-025)], 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 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 17 day of May, 2018.

GRANTOR

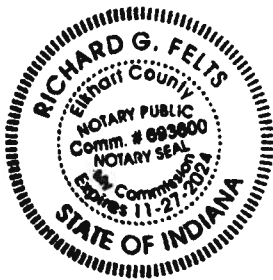
Jeffery L. Seiss
Jeffery, L. Seiss, A Single man

STATE OF INDIANA

COUNTY OF DEKALB

SS:

This Instrument was acknowledged before me on the 17 day of May, 2018, by Jeffery L. Seiss, A Single man, and of legal age.



Richard G. Felts
Notary Public

Richard G. Felts
Notary Public (Print/Type Name)

My Commission Expires: 11-27-2024

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.

Thomas St. Pierre
Thomas St. Pierre

EXHIBIT "A"

LEGAL DESCRIPTION

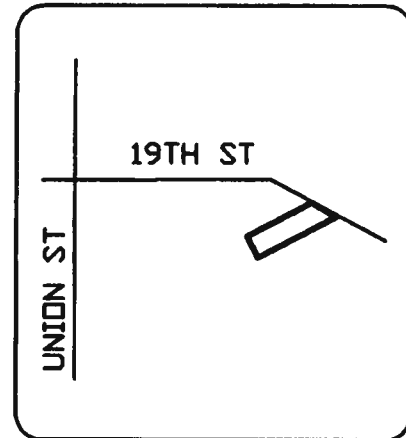
PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 34 NORTH,
RANGE 13 EAST, DEKALB COUNTY, INDIANA MORE PARTICULARLY DESCRIBED
AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF
SECTION 32; THENCE NORTH 84 DEGREES 48 MINUTES 17 SECONDS EAST,
(STATE PLANE GRID BASIS OF BEARINGS), 287.65 FEET TO THE POINT OF
BEGINNING, SAID POINT BEING ON THE NORTHEASTERLY LINE OF PROPERTY
DEEDED TO ROGER AND MARK SOUDER IN DR 230 P. 131 IN THE DEKALB
COUNTY RECORDER'S OFFICE; THENCE, ALONG SAID LINE, NORTH 26 DEGREES
41 MINUTES 39 SECONDS WEST, 70.01 FEET; THENCE, LEAVING SAID LINE,
NORTH 62 DEGREES 23 MINUTES 12 SECONDS EAST, 87.65 FEET; THENCE
NORTH 62 DEGREES 22 MINUTES 30 SECONDS EAST, 125.18 FEET TO THE
CENTER OF 19TH STREET; THENCE, ALONG SAID LINE, SOUTH 61 DEGREES 00
MINUTES 49 SECONDS EAST, 83.84 FEET; THENCE, LEAVING SAID LINE, SOUTH
62 DEGREES 22 MINUTES 30 SECONDS WEST, 171.32 FEET; THENCE SOUTH
62 DEGREES 23 MINUTES 12 SECONDS WEST, 88.79 FEET TO THE POINT OF
BEGINNING CONTAINING 0.380 ACRES OF LAND MORE OR LESS AND BEING
SUBJECT ALL EASEMENTS AND RIGHTS OF WAY OF RECORD.

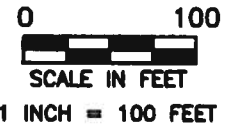
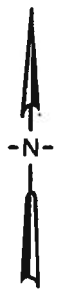
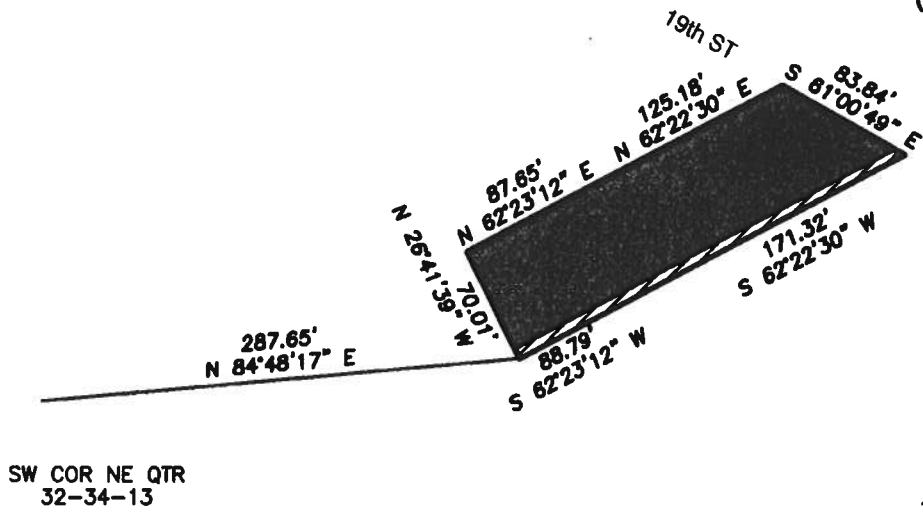


INDIANA MICHIGAN POWER CO.	
AUBURN No.5 - AUBURN	
EASEMENT ACROSS THE LANDS OF JEFFERY L. SEISS CONTAINING ± 0.380 ACRES	
SCALE: 1" = 100'	MAP NO: 1851
EASEMENT: 51	FUTURE: TLN385:95128
DATE: 3-9-18	EXIST: TLN120:95002

EXHIBIT "A"



SITE LOCATION MAP
(N.T.S.)



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

JEFFERY L. SEISS
TAX # 17-06-32-253-003.000-025
17-06-32-253-004.000-025
DOC 201400081

- 0.343 EXISTING EASEMENT
 - 0.037 NEW EASEMENT
- 0.380 TOTAL I&M EASEMENT AREA

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