

Line Name: South Bend – New Carlisle
Easement No. 232 Map No: 322
Line No. TLN120:95135

SUPPLEMENTAL EASEMENT AND RIGHT OF WAY

THIS SUPPLEMENTAL EASEMENT AND RIGHT OF WAY made by and between **Civil City of South Bend, Indiana, for the use and benefit of its Department of Public Parks**, whose address is 301 South St. Louis Boulevard, South Bend, Indiana 46617 (“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 St. Joseph County, Indiana by and between Frank A. Schicker and Lottie Schicker, husband and wife and Indiana & Michigan Electric Company, a predecessor in title to AEP, dated 04/03/1924 and recorded in Volume 184 Page 252 (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, St. Joseph County, Clay Township, Section 32, Township 38 North, Range 3 East, being the same premises as described in Document No. 15925 (Parcel No. 71-04-32-426-006.000-004)], as follows:

The Easement Area shall be defined to be 100 feet in width, fifty feet on each side of the centerline of the facilities as constructed, the approximate location of the Easement Area is 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.