

Line Name: South Bend – New Carlisle
Easement No. 118 Map No.322
Line No. TLN120.95135

SUPPLEMENTAL AND AMENDED EASEMENT AND RIGHT OF WAY

THIS SUPPLEMENTAL AND AMENDED EASEMENT AND RIGHT OF WAY made by and between **The City of South Bend**, by and through its Board of Park Commissioners (“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 H.G. Christman Company and Indiana & Michigan Electric Company, a predecessor in title to AEP, dated 09/02/1925 and recorded in Volume 193, Page 338 (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 and Amended Easement and Right of Way (“Easement”) for electric transmission, distribution, and communication purposes (“Easement Purposes”) to modify the Original Easement [insofar as it encumbers property of the GRANTOR situated in the State of Indiana, St. Joseph County, German Township, Section 27, Township 38 N, Range 2 East, being the same premises as described in Book 631 and Page 320 (Parcel No. 71-03-27-152-001.000-009)], 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”).

FURTHER GRANT OF RIGHTS

AEP acknowledges that the Easement Area is located within a public park and trail system designed for the recreational use and enjoyment of the public. To the extent compliance does not prevent AEP from accomplishing the Easement Purposes or cause unnecessary safety concerns, AEP agrees to comply with Grantor’s established Resource Management Guidelines. Grantor grants to AEP, 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 cross-arms, 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 for the enjoyment of the Easement granted herein.

The right for the construction, reconstruction, operation and maintenance of AEP’s Facilities, to cut down, trim, remove, and otherwise control, using environmentally responsible herbicides or tree growth regulators or other means any trees, overhanging branches, vegetation and brush situated within the Easement Area. AEP shall not cut down, trim or remove trees situated on lands of Grantor which adjoin the Easement Area without conferring with and obtaining permission from Grantor.

The right of unobstructed ingress and egress, at any and all times, over, across and along and upon the Easement Area. AEP will at all times seek use of public roadways for access to and from the Easement Area. If access cannot be accomplished through use of public roadways, Grantor grants AEP the right of ingress and egress across the adjoining lands of Grantor, as necessary, for access to and from the Easement Area for the above referenced purposes.

GRANT IS SUBJECT TO THE FOLLOWING CONDITIONS

GRANTOR reserves the right to use any and all parts of the land, including the Easement Area, for any purpose so long as such use does not unreasonably interfere with the AEP’s use of the Easement Area for the above referenced purposes.

Grantor, subject to the reservation of the right to perform routine maintenance and upkeep of the land, including preexisting trails and roadways, Grantor agrees not to 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.

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.

Executed this ___ day of _____ 2018.

GRANTOR

City of South Bend, Indiana by and through
its Board of Park Commissioners

Mark Neal, President

Consuella Hopkins, Vice President

Aimee Buccellato, Member

Dan Farrell, Member

STATE OF _____)

)

COUNTY OF _____)

This Instrument was acknowledge before me on the ___ day of _____, 2018.

Notary Public

Notary Public (Print/Type Name)

My Commission Expires: _____

**INDIANA MICHIGAN POWER
A UNIT OF AMERICAN ELECTRIC
POWER SERVICES COMPANY**

By: _____

Title: _____

STATE OF _____)

)

COUNTY OF _____)

This Instrument was acknowledge before me on the ___ day of _____, 2018.

Notary Public

Notary Public (Print/Type Name)

My Commission Expires: _____