

GRANT OF EASEMENT

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, **TOWN OF WHITESTOWN, COUNTY OF BOONE, INDIANA** (hereinafter referred to as "Grantor"), hereby grant(s) unto **DUKE ENERGY INDIANA, LLC**, an Indiana limited liability company with a mailing address of 1000 E. Main Street, Plainfield, IN 46168 and its successors and assigns (hereinafter referred to as "Grantee"), a perpetual, non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, add to, modify and remove electric and/or telecommunication overhead line or lines, including but not limited to, all necessary or appropriate supporting structures (such as towers and poles), wires, cables, guy wires with anchors, grounding systems, counterpoises, and all other necessary appurtenances, fixtures and equipment generally depicted and set forth in the attached Exhibit "A" (hereinafter referred to as the "Facilities") for the transmission and distribution of electrical energy, and for technological purposes (including but not limited to telecommunications); provided such technology purposes are related to the operation of the Facilities (e.g., no cellular towers), in, upon, over, along, under, through and across the following described easement area:

Said easement area being described and shown on a survey drawing marked Exhibit "B", attached hereto and becoming a part hereof (hereinafter referred to as "the Easement Area").

This easement grant shall include, but not be limited to, the following respective rights and duties of Grantor and Grantee:

1. Grantee shall have the right of ingress and egress over the Easement Area.
2. Grantee shall have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and/or other vegetation upon or over the Easement Area, but only to the extent such vegetation may endanger, as reasonably determined by Grantee, the safe or reliable construction, operation or maintenance of the Facilities, and where any such vegetation is trimmed consistent with generally accepted arboricultural practices. Excluding an emergency situation, Grantee shall provide Grantor with reasonable advance notice of any such activities, and shall comply with any applicable laws, rules, ordinances, or regulations related to such activities. Notwithstanding the foregoing, the parties understand and agree that no regulations relating to Grantee's operations, or change of law or regulation, shall act to expand the scope of this Easement grant or the width of the Easement Area.

For Grantee's Internal Use:

Line Name/No: _____

Tract No: _____

Job Control # _____

LU# _____

Prep/Chk: _____ Exec/Rec: _____

Dwg/Fac Ref.: _____

Prepared Date: _____

3. Grantor shall not place, or permit the placement of, any obstructions in the Easement Area which may interfere with the Facilities, or unreasonably interfere with the exercise of the other rights granted herein to Grantee. Grantee shall have the right to remove any such obstruction.

4. Grantee shall have the right to operate equipment upon the surface of the Easement Area, but only during those times when Grantee is constructing, reconstructing, maintaining, repairing, replacing, adding to, modifying, or removing the Facilities. Grantee shall first obtain the consent of Grantor for any changes, reconstruction, additions, or modifications to the Facilities that differ from the Facilities depicted in Exhibit A in such a manner that may materially interfere with Grantor's operation of its property as a public recreation trail.

5. Excluding the removal of vegetation and obstructions as provided herein, any physical damage to the surface area of the Easement Area and the adjoining land of Grantor's Property resulting from the exercise of the rights granted herein to Grantee, shall be promptly paid by Grantee, or repaired or restored by Grantee to a condition as near as practicable to the condition it was in prior to the damage, all to the extent such damage is caused by Grantee or its contractors, agents, or employees. In the event that Grantee does not, in the opinion of Grantor, satisfactorily repair any damage, Grantor may file a claim for such damage with Grantee at (a) 1000 E. Main St., Plainfield, IN 46168, Attn: Right of Way Services, but filing any such claim shall not be a prerequisite to seeking or obtaining damages for any such breach.

6. Grantee shall defend, indemnify and hold harmless Grantor for, from and against any and all loss, cost, damage, exposure, liability, claims, demands, actions, and expenses (including court costs and reasonable attorneys' fees) for any damage or injury to any party or non-party arising from Grantee's use of the Easement or operation of Facilities therein.

7. Grantor shall have the right to use the Easement Area in any manner which is consistent with the rights granted herein to Grantee.

8. Grantee acknowledges the Easement Area is encumbered by a Conservation Easement granted by Grantor to the State of Indiana, Department of Natural Resources ("DNR") and recorded as **Instrument No. 201500005604** in the Office of the Recorder of Boone County, Indiana. Grantee agrees to defend, indemnify and hold harmless Grantor for, from and against any claim or action that Grantee has violated the terms of the Conservation Easement. By executing this Grant of Easement, the DNR consents to the execution and delivery of this Grant of Easement by Grantor to Grantee, and the recordation of this Grant of Easement by Grantee. Grantee further accepts the Easement Area as is, and acknowledges that the area will continually be used as a public recreation trail. No poles or towers may be installed within twenty (20) feet of the trail, and the trail shall in all other respects be treated as a roadway for purposes of applying rules, regulations, and policies with respect to the location, maintenance, and operation of the Facilities; provided, however, if a future trail improvement project (not including repaving) necessitates Grantee install taller poles to maintain clearances prescribed by the National Electrical Safety Code (NESC), Grantor shall reimburse Grantee for costs reasonably incurred with such installation.

9. The respective rights and duties herein of Grantor and Grantee shall inure to the benefit of, and shall be binding upon the respective successors, assigns, heirs, personal representatives, lessees, licensees, and/or tenants of Grantor and Grantee. Grantor and Grantee, as used herein, shall be deemed to be plural, when required to be so.

10. This Grant of Easement is effective upon execution by Grantor and Grantee, and the attached consent by the Indiana Department of Natural Resources obtained by Grantee. Grantor may terminate this Grant of Easement upon at least thirty (30) days' written notice to Grantee if Grantee abandons the Easement Area or no longer needs the Easement Area for the transmission and distribution of electrical energy.

IN WITNESS WHEREOF, Grantor has caused this Grant of Easement to be signed by its duly authorized representative, effective the ___ day of _____, 2016.

GRANTOR – TOWN OF WHITESTOWN

By: _____
Printed Name: Eric Miller
Title: Town Council President

STATE OF _____)
) SS:
COUNTY OF _____)

Personally appeared before me this day, Eric Miller, Town Council President, a duly authorized representative of Grantor and acknowledged the signing of this Grant of Easement by him to be a voluntary act and deed for and on behalf of Grantor, and having been duly sworn/affirmed, states that any representations contained therein are true to the best of his personal knowledge.

WITNESS my hand and notarial seal, this _____ day of _____, 2016.

My Commission Expires: _____ Signed Name: _____

My County of Residence: _____ Printed Name: _____

EXHIBIT "A"



LEGEND	
TO WABASH VALLEY POWER	---
TO WABASH VALLEY POWER	---
TO WABASH VALLEY POWER	---

NOV	06-23-2015	TND	ISSUED FOR COMMENTS	JKR
NOV		W.O.		BY

Wabash Valley Power
 energy smart
 722 North High School Road
 Indianapolis, IN 46214

PLEASE CONTACT S.HOOLEY AT WABASH VALLEY POWER
 FOR ANY ENGINEERING RELATED QUESTIONS AT CELL
 (317) 981-4827

EXHIBIT "A"
 WHITESTOWN WEST SUBSTATION
 BOO-WHW-PH-000-01 01
 3/32"=1'-0"
 SCALE



Historic Fort Harrison
8901 Otis Avenue
Indianapolis, IN 46216
317-826-7100
317-826-7110 FAX

Engineering
Surveying
GIS LIS



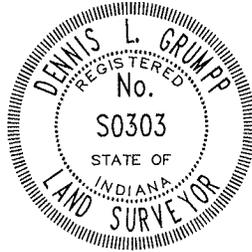
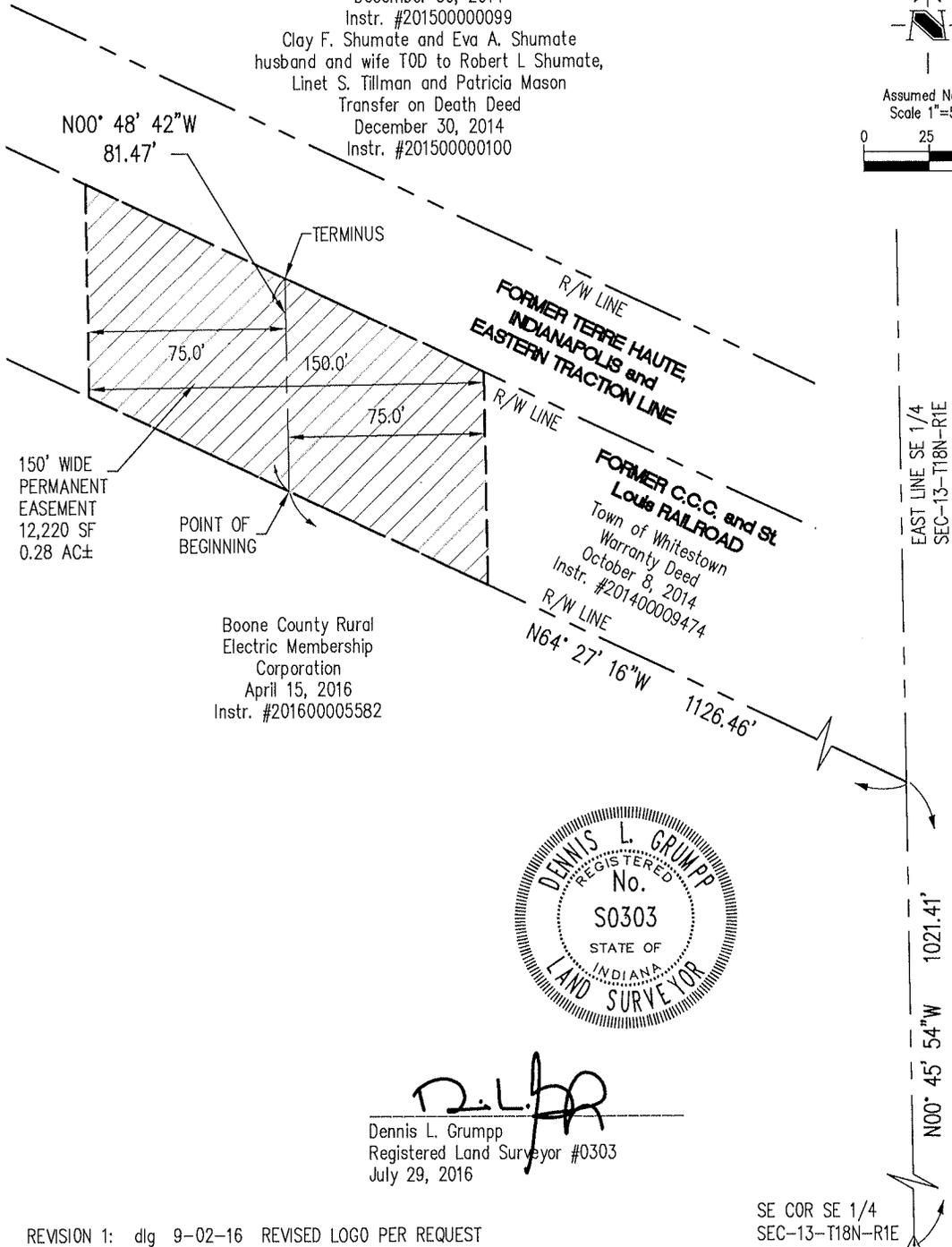
Permanent Easement
Penn-Central Sub Whitestown
Pt SE 1/4 Sec 13-18N-1E
Worth Township
Boone County, Indiana

Exhibit "B1"

LEGEND

Permanent Easement

Clay F. Shumate and Eva A. Shumate
husband and wife
Quit Claim Deed
December 30, 2014
Instr. #201500000099
Clay F. Shumate and Eva A. Shumate
husband and wife TOD to Robert L Shumate,
Linnet S. Tillman and Patricia Mason
Transfer on Death Deed
December 30, 2014
Instr. #201500000100



D.L. Grumpp

Dennis L. Grumpp
Registered Land Surveyor #0303
July 29, 2016

REVISION 1: dlg 9-02-16 REVISED LOGO PER REQUEST

SE COR SE 1/4
SEC-13-T18N-R1E



Historic Fort Harrison
8901 Otis Avenue
Indianapolis, IN 46216
317-826-7100
317-826-7200 FAX

Engineering
Surveying
Landscape Architecture
GIS*GIS

Penn-Central Sub Whitestown

Pt SE 1/4 Sec 13-18N-1E
Worth Township
Boone County, Indiana

Exhibit "B2"

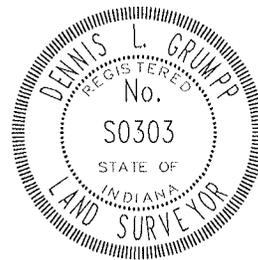
Owner:
Town of Whitestown
Warranty Deed
October 8, 2014
Instr. #201400009474

81.47 linear feet permanent easement along centerline
0.28 acres +/- permanent easement
12,220 square feet permanent easement

Permanent Easement

Part of the Southeast Quarter of Section 13, Township 18 North, Range 1 East of the Second Principal Meridian in Boone County, Indiana, being a strip of land 150 feet in width lying 75 feet on each side of the following described centerline:

Commencing at the southeast corner of said quarter section; thence on an assumed bearing of North 00 degrees 45 minutes 54 seconds West along the east line of said quarter section 1,021.41 feet to the southwestern Right of Way line of the former C.C.C & St Louis Railroad, being the southwestern line of the Grantor's land described in Instrument Number 201400009474, recorded in the Office of the Recorder of Boone County, Indiana; thence North 64 degrees 27 minutes 16 seconds West along said southwestern line 1,126.46 feet to the **Point of Beginning**; thence North 00 degrees 48 minutes 42 seconds West 81.47 feet to the northeastern line of the Grantor's land and the Terminus. The sidelines of said strip being lengthened or shortened to intersect with the northeastern line and the southwestern line of the Grantor's land. Containing 0.09 acres more or less.



Dennis L. Grumpp
Registered Land Surveyor #0303
August 4, 2016

This drawing is not intended to be represented as a retracement or original boundary survey, a route survey, or a Surveyor Location Report.