

GRANT OF EASEMENT

Pt. Parcel # 79-06-01-200-004.000-034

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, **WEST LAFAYETTE DEPARTMENT OF PARKS & RECREATION** (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, relocate, add to, modify and remove, electric, and/or telecommunication line or lines including but not limited to, all necessary and convenient supporting structures, conduits, wires, cables, manholes, pullboxes, grounding systems, counterpoises, surface equipment (including, but not limited to, transformers and switchgears), and all other appurtenances, fixtures and equipment (hereinafter referred to as the “Facilities”), for the underground transmission and distribution of electrical energy, and for technological purposes (including but not limited to telecommunications), in, upon, over, along, under, through and across the following described real estate:

Situate in Section 1, Township 23 North, Range 5 West, Wabash Township, Tippecanoe County, State of Indiana; being a part of a tract as recorded in **Instrument Number 201010012783** in the Office of the Recorder of Tippecanoe County, Indiana (hereinafter referred to as “Grantor’s Property”), and being more particularly described as follows:

A strip of land fifteen feet (15’) in uniform width, lying seven and one half feet (7.5’) wide on both sides of a centerline, which centerline shall be established by the center of the Facilities as constructed and as generally shown on Exhibit “A”, 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, and over the adjoining land of Grantor’s Property (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).

For Grantee’s Internal Use:

Line Name/No: Tippecanoe – Wabash – IN

Tract No: 2 of 2

Job Control # 7856511

LU# 1681293

Prep/Chk: MSM / JDI

Exec/Rec: _____

Dwg/Fac Ref.: Exhibit “A”

Prepared Date: January 21, 2016

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. Grantee shall also have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and/or other vegetation which are adjacent to the Easement Area but only to the extent such vegetation may endanger, as reasonably determined by Grantee, the safe or reliable operation of the Facilities, or where such vegetation is trimmed consistent with generally accepted arboricultural practices.

3. Grantee shall have the right to allow third parties to trench with Grantee's Facilities, and any such equipment shall include but not be limited to, wires, cables, and other fixtures; provided, that Grantor shall pursue any claim with the third party and not Grantee, if any such claim arises out of any third party's facility location.

4. To the best of Grantor's knowledge, the Easement Area and the adjoining land of Grantor's Property, have never been used to release, discharge, generate or store any toxic, hazardous, corrosive, radioactive or otherwise harmful substance or material.

5. Grantor shall not place, or permit the placement of, any obstructions, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such obstruction.

6. Grantee shall have the right to pile dirt and other material and to operate equipment upon the surface of the Easement Area and the adjoining land of Grantor's Property, *but only* during those times when Grantee is constructing, reconstructing, maintaining, repairing, replacing, relocating, adding to, modifying, or removing the Facilities.

7. 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 which is reasonably close to the condition it was in prior to the damage, all to the extent such damage is caused by Grantee or its contractors or employees. In the event that Grantee does not, in the opinion of Grantor, satisfactorily repair any damage, Grantor must, within ninety (90) days after such damage occurs, file a claim for such damage with Grantee at (a) 1000 E. Main St., Plainfield, IN 46168, Attn: Right of Way Services, or (b) by contacting an authorized Right of Way Services representative of Grantee.

8. Grantor shall have the right to use the Easement Area and the adjoining land of Grantor's Property in any manner which is consistent with the rights granted herein to Grantee, and shall comply with all applicable codes when making use of the land near the Facilities.

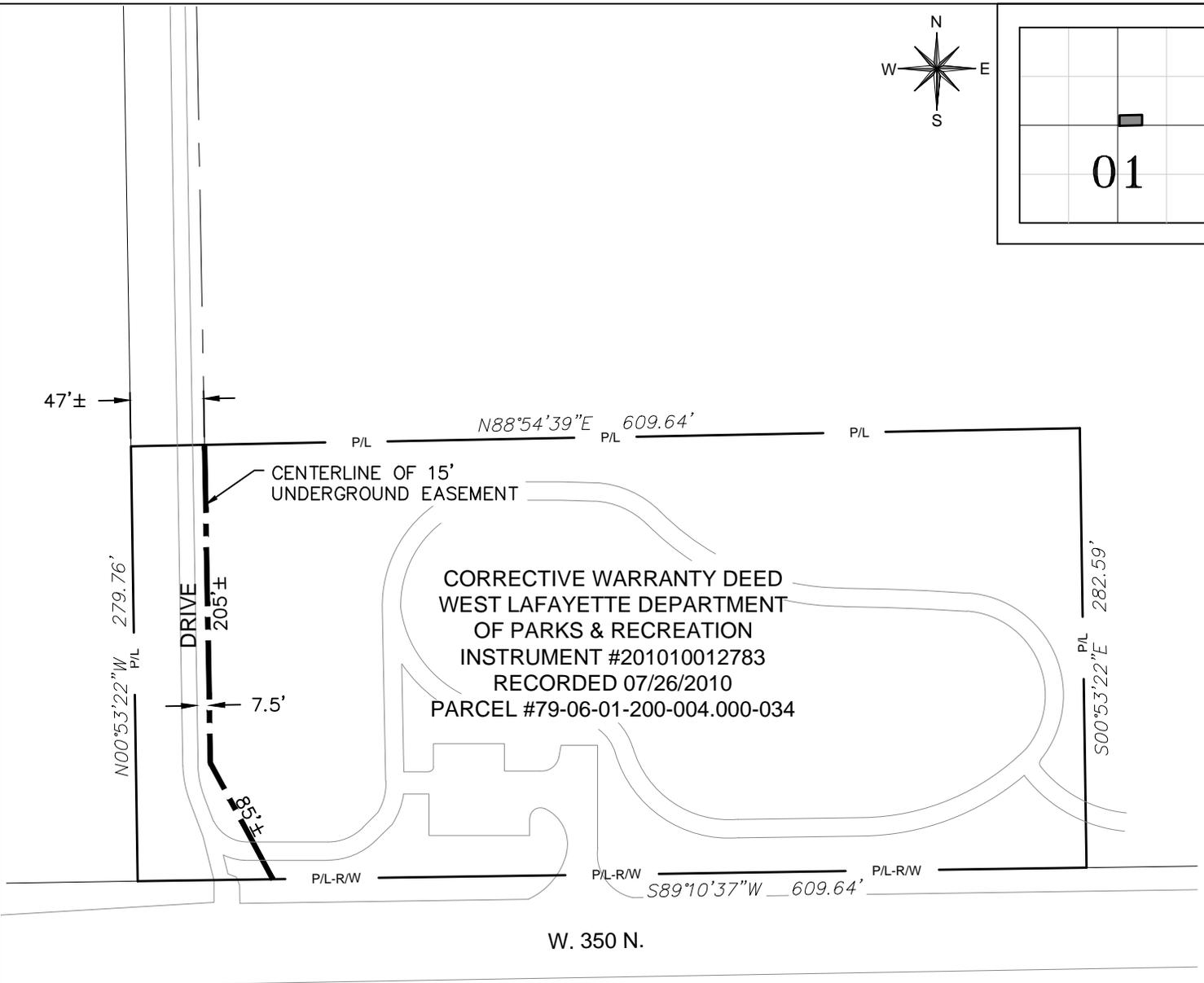
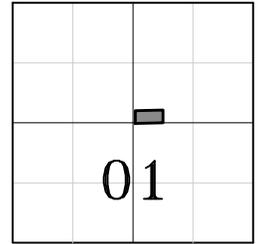
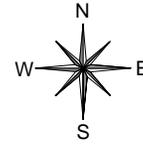
9. Notwithstanding anything to the contrary contained herein, Grantor shall not without the prior written consent of Grantee (a) construct or install, or permit the construction or installation of any building, house, or other above-ground structure, or portion thereof, upon the Easement Area; or (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by excavation or placement of material, either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the retention of water in any manner within the Easement Area.

10. Grantor warrants that it has the necessary authority and title to Grantor's Property to grant this easement to Grantee, and shall defend and hold Grantee harmless from the claim of any third party that Grantor does not have such authority or title.

11. 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. Easement, Grantor and Grantee, as used herein, shall be deemed to be plural, when required to be so. The exercise of any or all of the rights and privileges of Grantee set forth herein, shall be at the sole discretion of Grantee.

Signature page(s) follow.

THIS IS NOT A SURVEY. LOCATIONS SHOWN ARE APPROXIMATE. THE ACTUAL CENTERLINE LOCATION OF THE UTILITY LINE IS THE CENTERLINE OF THE EASEMENT.



NOTE: PROPERTY LINES AS SHOWN WERE PLOTTED FROM INSTRUMENT #201010012783 AND SITE IMPROVEMENTS FROM GIS DATA

TIPPECANOE COUNTY, INDIANA

SITE NAME: WABASH TOWNSHIP SECTION 01 TOWNSHIP 23N RANGE 5W



DR. AM	EXHIBIT MAP OF: UNDERGROUND EASEMENT		
CK. MT	EXHIBIT MAP FOR: WEST LAFAYETTE DEPARTMENT OF PARKS & RECREATION		
DATE 01/19/2016	LOCATION 100 W, WEST LAFAYETTE, IN		EXHIBIT 'A'
	SITE #103399	LU #1681293	MAP #XXXX-XXXX
			EMAX #7856511