

RECEIVED FOR RECORD  
NORTH & H-33  
NOBLE COUNTY, INDIANA

041000050

04 OCT -14 AM 9:06

County Noble Twp 34N  
Range 11E Section 36

Form E Underground Distribution Only  
(1983)

DEED OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS that (we, I) Louis E. Lash and Betty Lash, over the age of eighteen years of Noble County Indiana hereinafter called "Grantor" do hereby grant unto Noble County Rural Electric Membership Corporation, "Grantee" its successors and assigns forever, hereinafter referred to as "REMC", in consideration of the said REMC making electric service available to the premises hereinafter described, the right and easement to construct, operate and maintain a line of primary underground wires or cables and all the necessary appurtenances thereto for the purpose of transmitting electric power, in , on , along, over, through, under, or across the following described real estate situated in Noble County, Indiana, to-wit:

A parcel of land out of the Northwest quarter of Section 36, Township 34 North, Range 11 East, Noble County, Indiana, more particularly described by Executor's Deed , recorded November 15, 1973 in Record 177, Page 354 in the Office of the Recorder of Noble County, wherein Harold G. Lash is named Grantor and Louis E. Lash and Betty Lash are named Grantees.

The line as originally constructed by REMC upon said premises pursuant to this easement shall thereafter constitute the permanent route of said easement. REMC shall have the right to place, construct, operate, repair, maintain, and replace thereon an underground distribution line or system consisting of cables and appurtenances, or any part thereof, and to cut, and trim trees and shrubbery to the extent necessary to keep said electric line or system in operation. Together with the right to REMC of ingress and egress to and over the lands covered by said easement and any of the adjoining lands of the said Grantor, or successors, at any and all times as are reasonably necessary for purpose of patrolling the line for repairing, renewing, and for doing anything necessary for useful or convenient for the enjoyment of the easement herein granted; also, the right to remove at any time any and all of said facilities placed thereon; together with the rights, easements, privileges and appurtenances in and to said land which may be required for the full enjoyment of the rights herein granted.

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It is understood and agreed that Grantor and successors shall not place any building or structure over said line or so close thereto as to interfere with the maintenance or replacement of said line. Present building shall not be affected by this provision.

After the original line is installed, no extension of same shall be made without the written permission of the owners. No other land or lots shall be served from the line. Only underground type of facilities will be constructed pursuant to this easement, but some of said facilities such as a transformer will be above ground.

Additional Covenants:

Reservation of the full use and enjoyment of said land insofar as it shall not interfere with the easements hereby granted is hereby expressly made.

IN WITNESS WHEREOF, this easement is signed as of the 25 day of 6/25, 2004.

Louis E. Lash (SEAL) Betty Lash (SEAL)  
LOUIS E. LASH BETTY LASH  
STATE OF INDIANA

NOBLE COUNTY, SS:

Personally before me, the undersigned Notary Public in and for said County and State, on the day and year last above written, appeared LOUIS E. LASH AND BETTY LASH

Each over the age of eighteen years, and duly acknowledged the execution of the foregoing easement.

Kay Rappel  
( KAY RAPPEL ) Notary Public  
Resident of NOBLE County

My Commission Expires: 2-21-07

This instrument was prepared by John S Bloom of the Law firm Bloom, Bloom and Fleck, Professional Corporation, Columbia City, Indiana, The blanks were filled in by Kay Rappel.

This indenture, made this 7th day of February, 1969, by and between  
Mary A. Lash, a widow

whose address is  
Rural Route 2, Avilla, Indiana

of the County of Noble  
State of Indiana, (hereinafter called the "Grantor", whether one or more) and INDIANA & MICHIGAN ELECTRIC COMPANY, an Indiana Corporation authorized to do business in the State of Michigan whose post office address is 2101 Spy Run Ave., Fort Wayne, Indiana, (hereinafter called the "Grantee").

Witnesseth: That for One Dollar (\$1.00) and other good and valuable considerations in hand paid, the receipt of which Grantor hereby acknowledges, Grantor hereby conveys and warrants to Grantee a permanent right of way and easement for one electric power line with the right to the Grantee to locate, construct, reconstruct, erect, operate, use, repair, maintain, renew, remove, inspect, patrol, at any and all times, poles, towers or supported structures, conductors and all necessary or useful facilities and equipment with respect to such line for transmitting electric or other energy, including crossarms, wires, cables, guys, anchors, counter-poles, grounding system, and all other appurtenant equipment and fixtures (all of the foregoing being hereinafter called collectively "Grantee's Facilities") in, on, along, over, through and across the following described lands (hereinafter called "Premises") situated in Allen Township, County of Noble, State of Indiana, Section 35 & 36, Township 34N, Range 11E, more particularly described as follows:

The real estate described in a certain deed recorded in Deed Record Book 112, Page 170, in the office of the Recorder of Noble County, Indiana.

This easement is more particularly described as follows: A strip of land 170 feet in width being 85 feet on either side of a centerline described as follows: Beginning at a point on the East line of the aforescribed property, said point being approximately 90 feet North of the Southeast corner of said property; thence Northwesterly to a point on the North line of said property; said point being approximately 810 feet West and 800 feet North of the Southeast corner of said property.

Also, a strip of land 170 feet in width being 85 feet on either side of a centerline described as follows: Beginning at a point on the East line of said Section 35; said point being approximately 820 feet South of the Northeast corner of said Section 35; thence Northwesterly to a point on the North line of said property, said point being approximately 730 feet West and 170 feet South of the Northeast corner of said Section 35.

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At 10 o'clock AM and Recorded  
In Record 52 Page 271

FEB 18 1969

*Caru de Moore*

Recorder of Noble County, Ind.

Together with the right to the Grantee; to cut, to control or eliminate by herbicides, and at its option to remove from the Premises or the lands of the Grantor adjoining the same on either side, any trees, overhanging branches, vegetation, obstacles or obstructions which may endanger the safety or interfere with the installation, use, or enjoyment of all or any of Grantee's Facilities; to add to the number of and relocate at any time or times all of Grantee's Facilities; and of ingress and egress to over and from the Premises and any adjoining lands of Grantor at any and all times for the purposes of exercising and enjoying any and all the rights hereby vested in Grantee.

It is understood and agreed:

1. The location of the route of the easement shall be established by a center line connecting the center points of the poles, towers or supported structures, as constructed on the Premises and/or on adjoining lands.

2. Grantee shall promptly repair or replace all fences, gates, drains and ditches damaged or destroyed by it on the Premises and shall pay Grantor all damages done to crops and livestock on the Premises proximately caused by the construction, operation and maintenance of Grantee's Facilities. Any trees cut will be paid for by Board Measure, using Scribner's Lumber Rules at the market price in vicinity. All claims of Grantor for damages arising under this indenture shall be made at or mailed to the office of Grantee at Fort Wayne, Indiana, within thirty (30) days after such damages shall accrue.

3. Grantee shall pay to Grantor, at or prior to the time when construction of Grantee's Facilities is commenced on the Premises, Fifty Dollars (\$50) for each pole, tower or supported structure to be located thereon.

4. Grantor shall have the right to cultivate or otherwise use the Premises in any way not inconsistent with the easement hereby granted, but no building, structure or obstruction shall be placed by the Grantor under or within 85 feet (measured horizontally) of the centerline of the electric power line.

This indenture contains all the terms and conditions of this easement, express or implied, between parties hereto and shall be binding upon, and inure to the benefit of, Grantor and Grantee and their representatives, heirs, successors, assigns, lessees and licensees.

In Witness Whereof, the said Grantor has hereunto set her hand..... and seal..... the day and year first above written.

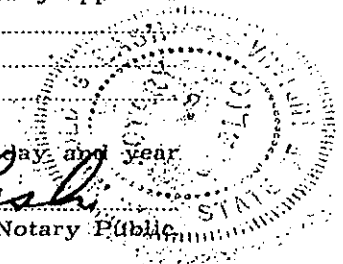
igned, Sealed and Delivered in Presence of

Harold G. Lash  
Harold G. Lash

Mary A. Lash  
Mary A. Lash

STATE OF INDIANA }  
Noble.....County } ss.  
Before me Harold G. Lash, a Notary Public in and for said  
County and State, this 7th day of February, 1969, personally appeared  
the above named Mary A. Lash, a widow

and acknowledged the execution of the within instrument.  
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year  
above written.  
Harold G. Lash  
Harold G. Lash Notary Public  
My commission expires November 18, 1971



STATE OF INDIANA }  
.....County } ss.  
Before me ....., a Notary Public in and for said  
County and State, this ..... day of ....., 19....., personally appeared  
the above named .....

and acknowledged the execution of the within instrument.  
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year  
above written.  
.....  
Notary Public.  
My commission expires....., 19.....

STATE OF MICHIGAN }  
COUNTY OF..... } ss.  
On this..... day of ....., 19....., before me personally appeared  
.....  
to me known to be the person.... described in and who executed the within instrument, and  
acknowledged that.....executed the same as.....free act and deed.  
....., Notary Public  
.....County, Michigan  
My commission expires....., 19.....