Parcel No. 58A 019667

Kosciusko County

#974.42 Beaver Dam Switching Station to Indiana State Line

Prairie Township

ORIGINAL

RIGHT OF WAY EASEMENT

THIS INDENTURE, made this 3 day of July, 1991, by and between First National Bank of Warsaw, Trustee of the Trust of Everett L. Vandermark and Trust of Ethel A. Vandermark, whose address is P. O. Box 1447, Warsaw, Indiana, 46581-1447, of the County of Kosciusko, State of Indiana, (hereinafter called the "Grantor", whether one or more) and PSI ENERGY, INC., an Indiana corporation, and its successors and assigns, (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 and perpetual right-of-way and easement for the transmission of electricity and communications, together with the right to Grantee to locate, relocate, construct, reconstruct, erect, operate, use, repair, maintain, add, renew, remove, inspect, and patrol, at any and all times, supporting structures, such as poles or towers, conductors, and all necessary or useful facilities and equipment with respect to the transmission of electricity and communications, including crossarms, wires, cables, guys, anchors, grounding system and all other appurtenant equipment and fixtures (all of the foregoing being hereinafter called collectively "Grantee's Facilities") in, on, along, over, under, through and across the following described real estate (hereinafter called "Easement Area") situated in Prairie Township, in the County of Kosciusko, and State of Indiana, to-wit:

Beginning at the Southeast property corner of the land of the Grantor; thence West on and along the South property line of the land of the Grantor a distance of 28.4 feet to a point; thence on a bearing of North 6 degrees 10 minutes 23 seconds East for a distance of approximately 212.8 feet to the East property line of the land of the Grantor; thence South on and along the East property line of the land of the Grantor a distance of approximately 211.1 feet to the Southeast property corner of the land of the Grantor and the place of beginning of this description.

Which parcel of land is located in that part of the land of the Grantor, which lies in the West Half (W1/2) of the Northwest Quarter (NW1/4) of Section 35, Township 33 North, Range 5 East, as recorded in Deed Record 316, Page 641 and 642 in the Office of the Recorder of Kosciusko County, Indiana, and containing in the above described easement strip 0.07 acres, more or less.

Legal description prepared by Marbach & Brady Land Surveying, Inc. 5-14-91

38/83cp Tpe

2:09 RECEIVED FOR RECORD
o'clock P M. and Recorded in
Record 346 Page 300

AUG - 9 1991

Alice I Anglin
RECORDER of KOSCIUSKO COUNTY

9.00

LF 52-109 (R 2/91)

TOGETHER with the right to the Grantee:

1. To cutdown, trim, control, or eliminate, by chemical or other means, any trees, overhanging branches and vegetation from the Easement Area and within twenty-five (25) feet thereof on on either side adjacent lands of the Grantor; and,
2. To remove any obstructions from the Easement Area which in the judgment of the Grantee may endanger the safety or reliability of Grantee's Facilities, or may otherwise interfere with Grantee's use or enjoyment of this Easement; and,
3. Of ingress and egress to, over, and from any necessary portion of Grantor's real estate to the Easement Area, by way of established roads or lanes where available, at any and all times for the purpose of exercising and enjoying any and all the rights hereby vested in Grantee.

It is understood and agreed:

1. Grantee shall promptly repair or replace all fences, gates, drains or ditches damaged or destroyed by it or its agents and shall pay Grantor all damages done to crops and livestock caused by the construction, operation and maintenance of Grantee's Facilities, including damages occasioned by Grantee's ingress and egress activities; **provided**, claims for such damages, if any, are filed with the Grantee at its office at 1000 East Main Street, Plainfield, Indiana 46168, or with Grantee's agent, within thirty (30) days after such damages occur; **provided**, if such damages are not reasonably discoverable by the Grantor, such time limitations shall commence only after the Grantor has reasonable notice and/or awareness of such damages.
2. Grantor shall have the right to cultivate or otherwise use the Easement in any way not inconsistent with the Easement and rights hereby granted; **provided**, the Grantor, including successors and assigns, shall not cause any building, structure or obstruction to be constructed or placed upon any portion of the Easement.
3. Grantor hereby consents and agrees that this Right-of-Way Easement, and all rights conveyed to Grantee hereunder, may be assigned or transferred by Grantee at any time without further consent on the part of Grantor.
4. This indenture contains all the terms and conditions of this Easement, expressed or implied, between the parties hereto and supercedes all prior discussions or agreements with respect to this Easement; and shall be binding upon, and inure to the benefit of, Grantor and Grantee and their respective representatives, heirs, successors, assigns, lessees, and licensees.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals on the day and year first above written.

FIRST NATIONAL BANK OF WARSAW, TRUSTEE
OF THE TRUST OF EVERETT L. VANDERMARK

By: John W Elliott (SEAL)
John W. Elliott-Trust Officer

FIRST NATIONAL BANK OF WARSAW, TRUSTEE
OF THE TRUST OF ETHEL A. VANDERMARK

By: John W Elliott (SEAL)
John W. Elliott Trust Officer

STATE OF INDIANA)
COUNTY OF Kosciusko) SS:

Personally appeared before me, the undersigned, a Notary Public in and for the said county and state John W. Elliott, Trust Officer of the First National Bank of Warsaw, as Trustee of the Trust of Everett L. Vandermark, and acknowledged the execution of the foregoing instrument to be His voluntary act and deed.

WITNESS my hand and notarial seal, this 3 day of July, 19 91.

Peggy Terhaar
Notary Public

My Commission Expires October 6, 1992
My County of Residence Kosciusko

Peggy Terhaar
Printed Name

STATE OF INDIANA)
COUNTY OF Kosciusko) SS:

Personally appeared before me, the undersigned, a Notary Public in and for the said county and state John W. Elliott, Trust Officer of the First National Bank of Warsaw, as Trustee of the Trust of Ethel A. Vandermark, and acknowledged the execution of the foregoing instrument to be His voluntary act and deed.

WITNESS my hand and notarial seal, this 3 day of July, 19 91.

Peggy Terhaar
Notary Public

My Commission Expires October 6, 1992
My County of Residence Kosciusko

Peggy Terhaar
Printed Name

This instrument was prepared by:

JOHN B. SCHEIDLER
Attorney At Law
1000 East Main Street
Plainfield, Indiana 46168
Telephone: (317) 838-1839

Approved as to:

Form	Execution	Recording
JBS 6-14-91	JBS 7-16-91	