Parcel No. 67

002135

Kosciusko County

#974.42 Beaver Dam Switching Station to Indiana State Line

ORIGINAL

Show Affects Parcel 1

Prairie Township

RIGHT OF WAY EASEMENT

THIS INDENTURE, made this 10th day of September, 1991, by and between Joe E. Yeiter, an adult, whose address is R. R. #2, Box 74A, Leesburg, Indiana, 46538, 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:

A strip of land One Hundred Fifty (150) feet in width and lying Seventy-Five (75) feet wide on both sides of the centerline, described as follows:

Beginning at a point on the South property line of the land of the Grantor, said point being West approximately 780.7 feet from the Southeast property corner of the land of the Grantor, said centerline runs on a bearing of North 01 degrees 08 minutes 50 seconds West for a distance of approximately 2639 feet to a point on the North property line of the land of the Grantor, said point being approximately 779.2 feet West of the Northeast property corner of the land of the Grantor.

Said strip of land is located in that part of the land of the Grantor, which lies in the Northeast Quarter (NE1/4) of Section 14, Township 33 North, Range 5 East, as Recorded in Deed Record 169, Page 548, in the Office of the Recorder of Kosciusko County, Indiana and containing in the above described easement strip 9.09 acres, more or less.

Legal description prepared by Marbach & Brady Land Surveying, Inc. 7-23-91

8:25 RECEIVED FOR RECORD
o'clock A M. and Recorded in
Record 348 Page 511

DEC 26 1991

Alice L Anglin
RECORDER of KOSCIUSKO COUNTY

3971830 TRE

9.09

LF 52-109 (R 2/91)

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20860 IPd 013MMR

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 Grantor has hereunto set his hand and seal on the day and year first above written.

Joe E. Yeiter (SEAL)
GRANTOR Joe E. Yeiter

STATE OF INDIANA)
SS:
COUNTY OF Kosciusko)

Personally appeared before me, the undersigned, a Notary Public in and for the said county and state Joe E. Yeiter, an adult, and acknowledged the execution of the foregoing instrument to be his voluntary act and deed.

WITNESS my hand and notarial seal, this 10th day of September, 19 91.

Joni L. Park
Notary Public
Tom R. Frank
Printed Name

My Commission Expires 4-22-95
My County of Residence Elkhart

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
8-6-91 JBS	9-25-91 JBS	

ORIGINAL