

When recorded, send documents and tax bills to: American Electric Power Company, Inc., 1 Riverside Plaza, Columbus, OH 43215

EASEMENT AND RIGHT OF WAY

THIS AGREEMENT made and entered by and between the Town of Yorktown, Department of Redevelopment, an Indiana municipal corporation, with its business address located at Town Hall, 9312 W. Smith Street, Yorktown, IN 47396 (hereinafter referred to as GRANTOR), and AEP Indiana Michigan Transmission Company, Inc. an Indiana corporation, a unit of American Electric Power Company, Inc., a New York business corporation, with its business address located at American Electric Power, 1 Riverside Plaza, Columbus, OH 43215 (hereinafter referred to as GRANTEE).

Whereas, GRANTOR is the owner of the real estate identified by Parcel Number 18-10-22-151-004.000-017, GRANTOR being conveyed said real estate by a certain warranty deed recorded as Instrument No. 2018R15694 in the Recorder's Office, Delaware County, Indiana (the "Real Estate"); and

Whereas, Grantee desires to construct, re-construct, maintain, operate, and repair an electric utility easement over, across, through, and under a portion of Grantor's Real Estate, specifically the real property described at Exhibit A, which is attached and incorporated herein ("Easement Area");

Now, therefore, THIS INDENTURE WITNESSETH that Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby convey to the Grantee a non-exclusive perpetual easement and right of way for electric transmission, distribution, and communication lines and appurtenant equipment and fixtures being in, on, over, under, through, and across the Easement Area.

Grantor grants Grantee the following rights and privileges:

The right, now or in the future, to construct, reconstruct, operate, maintain, alter, improve, extend, inspect and patrol (by ground or air), protect, repair, remove, replace, upgrade and relocate, within the Easement Area, any and all poles, towers, and similar structures, and crossarms, guys, anchors, grounding systems, and all other appurtenant equipment and fixtures, and to string conductors, wires, and cables; together with the right to add to said facilities from time to time, and the right to do anything necessary, useful, or convenient for the enjoyment of the easement herein granted. The rights herein are limited only by the Grantor's restriction that all possible structures and equipment and fixtures be buried underground per the agreed plans and comply with all local zoning codes applicable to the Easement Area.

Grantee shall have the right to unobstructed ingress and egress, at any and all times, over, across, along, and upon the Easement Area, and across the adjoining lands of Grantor as may be necessary for access to and from the Easement Area for the purposes referenced herein.

This easement is subject to the following conditions:

The Grantor reserves for themselves and their successors and assigns the right to use the Easement for any uses which are not inconsistent with the purposes herein, including but not limited to, the ability to construct and reconstruct streets, alleyways, and sidewalks over and through the easement area. In no event, however, shall Grantor plant any trees or erect any permanent buildings or other structures, or permit any alteration of the ground elevation which would detrimentally impact the Grantee's use and enjoyment of the easement granted herein.

The Grantor agrees that they shall not grant any easements to other utilities or persons through the real estate described herein without the consent of the Grantee, and if said grants are given, those easements shall be subject to the Grantee's rights to regulate and permit construction or alteration with the Easement.

In the event the Grantee, its employees, or contractors are required to come upon the real estate contained in the easement to exercise its easement rights as set forth herein, the Grantee shall be liable to restore the Grantor's real estate to its previous condition. Grantee agrees, by accepting this easement, to repair or pay the Grantor for actual damages sustained by Grantor when such damages arise out of AEP's exercise of the rights herein granted.

This easement and the agreements herein shall run with the land and shall be binding upon and inure to the benefit of the Grantor and its successors and assigns and upon the Grantee and its successors.

Grantee's removal of any facilities from the Easement Area shall not be deemed an abandonment or waiver of the rights granted herein.

GRANTEE, by acceptance of this easement, hereby promises and agrees to indemnify and hold harmless GRANTOR and its employees, agents, successors, and assigns from and against any and all loss, claims, demands, actions or causes of action, or expenses, including court costs and attorney's fees, including without limitation, claims for injury or death to person or damage to property or environmental damages occurring as a result of any act of omission of Grantee, its successors, assigns, agents, contractors, or employees in the installation, construction, operation, maintenance, repair, reconstruction, replacement, or removal of its facilities. This indemnification shall not apply to claims arising from the gross negligence or willful misconduct of Grantor.

This agreement shall be interpreted under the laws of the State of Indiana. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

IN WITNESS WHEREOF, the Grantor has executed this instrument this ____ day of December, 2020.

Rich Lee, Town Council President
GRANTOR

STATE OF INDIANA)
) SS:
COUNTY OF DELAWARE)

BEFORE ME, the undersigned Notary Public, in and for said County and State, this ____ day of _____, 2020, personally appeared Rich Lee, Town Council President, and acknowledged the execution of the foregoing instrument.

Notary Public
Printed Name: _____

My Commission Expires:

County of Residence: _____

EXECUTED AND DELIVERED in my presence:

Witness Name Printed: _____

STATE OF INDIANA)
) SS:
DELAWARE COUNTY)

Before me, a Notary Public in and for said County and State, on December ____, 2020, personally appeared _____, being known to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by Rich Lee, Town Council President, in the above-named subscribing witness's presence, and that the above-named subscribing witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or proceeds from the property that is the subject of the transaction.

WITNESS my hand and Notarial Seal this _____, 2020.

_____, Notary Public
A Resident of Delaware County, Indiana

My Commission Expires: _____

I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW. /s/ Maura J. Hoff

This instrument prepared by Maura J. Hoff, DeFur Voran LLP, 400 S. Walnut Street, Suite 200, Muncie, IN 47305, #(765) 288-3651, mhoff@defur.com

When recorded, send documents and tax bills to: American Electric Power Company, Inc., 1 Riverside Plaza, Columbus, OH 43215

EASEMENT AND RIGHT OF WAY

THIS AGREEMENT made and entered by and between the Town of Yorktown, Department of Redevelopment, an Indiana municipal corporation, with its business address located at Town Hall, 9312 W. Smith Street, Yorktown, IN 47396 (hereinafter referred to as GRANTOR), and AEP Indiana Michigan Transmission Company, Inc. an Indiana corporation, a unit of American Electric Power Company, Inc., a New York business corporation, with its business address located at American Electric Power, 1 Riverside Plaza, Columbus, OH 43215 (hereinafter referred to as GRANTEE).

Whereas, GRANTOR is the owner of the real estate identified by Parcel Number 18-10-22-156-006.000-017, GRANTOR being conveyed said real estate by a certain warranty deed recorded as Instrument No. 2019R09325 in the Recorder's Office, Delaware County, Indiana (the "Real Estate"); and

Whereas, Grantee desires to construct, re-construct, maintain, operate, and repair an electric utility easement over, across, through, and under a portion of Grantor's Real Estate, specifically the real property described at Exhibit A, which is attached and incorporated herein ("Easement Area");

Now, therefore, THIS INDENTURE WITNESSETH that Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby convey to the Grantee a non-exclusive perpetual easement and right of way for electric transmission, distribution, and communication lines and appurtenant equipment and fixtures being in, on, over, under, through, and across the Easement Area.

Grantor grants Grantee the following rights and privileges:

The right, now or in the future, to construct, reconstruct, operate, maintain, alter, improve, extend, inspect and patrol (by ground or air), protect, repair, remove, replace, upgrade and relocate, within the Easement Area, any and all poles, towers, and similar structures, and crossarms, guys, anchors, grounding systems, and all other appurtenant equipment and fixtures, and to string conductors, wires, and cables; together with the right to add to said facilities from time to time, and the right to do anything necessary, useful, or convenient for the enjoyment of the easement herein granted. The rights herein are limited only by the Grantor's restriction that all possible structures and equipment and fixtures be buried underground per the agreed plans and comply with all local zoning codes applicable to the Easement Area.

Grantee shall have the right to unobstructed ingress and egress, at any and all times, over, across, along, and upon the Easement Area, and across the adjoining lands of Grantor as may be necessary for access to and from the Easement Area for the purposes referenced herein.

This easement is subject to the following conditions:

The Grantor reserves for themselves and their successors and assigns the right to use the Easement for any uses which are not inconsistent with the purposes herein, including but not limited to, the ability to construct and reconstruct streets, alleyways, and sidewalks over and through the easement area. In no event, however, shall Grantor plant any trees or erect any permanent buildings or other structures, or permit any alteration of the ground elevation which would detrimentally impact the Grantee's use and enjoyment of the easement granted herein.

The Grantor agrees that they shall not grant any easements to other utilities or persons through the real estate described herein without the consent of the Grantee, and if said grants are given, those easements shall be subject to the Grantee's rights to regulate and permit construction or alteration with the Easement.

In the event the Grantee, its employees, or contractors are required to come upon the real estate contained in the easement to exercise its easement rights as set forth herein, the Grantee shall be liable to restore the Grantor's real estate to its previous condition. Grantee agrees, by accepting this easement, to repair or pay the Grantor for actual damages sustained by Grantor when such damages arise out of AEP's exercise of the rights herein granted.

This easement and the agreements herein shall run with the land and shall be binding upon and inure to the benefit of the Grantor and its successors and assigns and upon the Grantee and its successors.

Grantee's removal of any facilities from the Easement Area shall not be deemed an abandonment or waiver of the rights granted herein.

GRANTEE, by acceptance of this easement, hereby promises and agrees to indemnify and hold harmless GRANTOR and its employees, agents, successors, and assigns from and against any and all loss, claims, demands, actions or causes of action, or expenses, including court costs and attorney's fees, including without limitation, claims for injury or death to person or damage to property or environmental damages occurring as a result of any act of omission of Grantee, its successors, assigns, agents, contractors, or employees in the installation, construction, operation, maintenance, repair, reconstruction, replacement, or removal of its facilities. This indemnification shall not apply to claims arising from the gross negligence or willful misconduct of Grantor.

This agreement shall be interpreted under the laws of the State of Indiana. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

IN WITNESS WHEREOF, the Grantor has executed this instrument this ____ day of December, 2020.

Rich Lee, Town Council President
GRANTOR

STATE OF INDIANA)
) SS:
COUNTY OF DELAWARE)

BEFORE ME, the undersigned Notary Public, in and for said County and State, this ____ day of _____, 2020, personally appeared Rich Lee, Town Council President, and acknowledged the execution of the foregoing instrument.

Notary Public
Printed Name: _____

My Commission Expires:

County of Residence: _____

EXECUTED AND DELIVERED in my presence:

Witness Name Printed: _____

STATE OF INDIANA)
) SS:
DELAWARE COUNTY)

Before me, a Notary Public in and for said County and State, on December ____, 2020, personally appeared _____, being known to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by Rich Lee, Town Council President, in the above-named subscribing witness's presence, and that the above-named subscribing witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or proceeds from the property that is the subject of the transaction.

WITNESS my hand and Notarial Seal this _____, 2020.

_____, Notary Public
A Resident of Delaware County, Indiana

My Commission Expires: _____

I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW. /s/ Maura J. Hoff

This instrument prepared by Maura J. Hoff, DeFur Voran LLP, 400 S. Walnut Street, Suite 200, Muncie, IN 47305, #(765) 288-3651, mhoff@defur.com

When recorded, send documents and tax bills to: American Electric Power Company, Inc., 1 Riverside Plaza, Columbus, OH 43215

EASEMENT AND RIGHT OF WAY

THIS AGREEMENT made and entered by and between the Town of Yorktown, Department of Redevelopment, an Indiana municipal corporation, with its business address located at Town Hall, 9312 W. Smith Street, Yorktown, IN 47396 (hereinafter referred to as GRANTOR), and AEP Indiana Michigan Transmission Company, Inc. an Indiana corporation, a unit of American Electric Power Company, Inc., a New York business corporation, with its business address located at American Electric Power, 1 Riverside Plaza, Columbus, OH 43215 (hereinafter referred to as GRANTEE).

Whereas, GRANTOR is the owner of the real estate identified by Parcel Number 18-10-22-151-012.000-017, GRANTOR being conveyed said real estate by a certain warranty deed recorded as Instrument No. 2015R05207 in the Recorder's Office, Delaware County, Indiana (the "Real Estate"); and

Whereas, Grantee desires to construct, re-construct, maintain, operate, and repair an electric utility easement over, across, through, and under a portion of Grantor's Real Estate, specifically the real property described at Exhibit A, which is attached and incorporated herein ("Easement Area");

Now, therefore, THIS INDENTURE WITNESSETH that Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby convey to the Grantee a non-exclusive perpetual easement and right of way for electric transmission, distribution, and communication lines and appurtenant equipment and fixtures being in, on, over, under, through, and across the Easement Area.

Grantor grants Grantee the following rights and privileges:

The right, now or in the future, to construct, reconstruct, operate, maintain, alter, improve, extend, inspect and patrol (by ground or air), protect, repair, remove, replace, upgrade and relocate, within the Easement Area, any and all poles, towers, and similar structures, and crossarms, guys, anchors, grounding systems, and all other appurtenant equipment and fixtures, and to string conductors, wires, and cables; together with the right to add to said facilities from time to time, and the right to do anything necessary, useful, or convenient for the enjoyment of the easement herein granted. The rights herein are limited only by the Grantor's restriction that all possible structures and equipment and fixtures be buried underground per the agreed plans and comply with all local zoning codes applicable to the Easement Area.

Grantee shall have the right to unobstructed ingress and egress, at any and all times, over, across, along, and upon the Easement Area, and across the adjoining lands of Grantor as may be necessary for access to and from the Easement Area for the purposes referenced herein.

This easement is subject to the following conditions:

The Grantor reserves for themselves and their successors and assigns the right to use the Easement for any uses which are not inconsistent with the purposes herein, including but not limited to, the ability to construct and reconstruct streets, alleyways, and sidewalks over and through the easement area. In no event, however, shall Grantor plant any trees or erect any permanent buildings or other structures, or permit any alteration of the ground elevation which would detrimentally impact the Grantee's use and enjoyment of the easement granted herein.

The Grantor agrees that they shall not grant any easements to other utilities or persons through the real estate described herein without the consent of the Grantee, and if said grants are given, those easements shall be subject to the Grantee's rights to regulate and permit construction or alteration with the Easement.

In the event the Grantee, its employees, or contractors are required to come upon the real estate contained in the easement to exercise its easement rights as set forth herein, the Grantee shall be liable to restore the Grantor's real estate to its previous condition. Grantee agrees, by accepting this easement, to repair or pay the Grantor for actual damages sustained by Grantor when such damages arise out of AEP's exercise of the rights herein granted.

This easement and the agreements herein shall run with the land and shall be binding upon and inure to the benefit of the Grantor and its successors and assigns and upon the Grantee and its successors.

EXECUTED AND DELIVERED in my presence:

Witness Name Printed: _____

STATE OF INDIANA)
) SS:
DELAWARE COUNTY)

Before me, a Notary Public in and for said County and State, on December ____, 2020, personally appeared _____, being known to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by Rich Lee, Town Council President, in the above-named subscribing witness's presence, and that the above-named subscribing witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or proceeds from the property that is the subject of the transaction.

WITNESS my hand and Notarial Seal this _____, 2020.

_____, Notary Public
A Resident of Delaware County, Indiana

My Commission Expires: _____

I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW. /s/ Maura J. Hoff

This instrument prepared by Maura J. Hoff, DeFur Voran LLP, 400 S. Walnut Street, Suite 200, Muncie, IN 47305, #(765) 288-3651, mhoff@defur.com

When recorded, send documents and tax bills to: American Electric Power Company, Inc., 1 Riverside Plaza, Columbus, OH 43215

EASEMENT AND RIGHT OF WAY

THIS AGREEMENT made and entered by and between the Town of Yorktown, Department of Redevelopment, an Indiana municipal corporation, with its business address located at Town Hall, 9312 W. Smith Street, Yorktown, IN 47396 (hereinafter referred to as GRANTOR), and AEP Indiana Michigan Transmission Company, Inc. an Indiana corporation, a unit of American Electric Power Company, Inc., a New York business corporation, with its business address located at American Electric Power, 1 Riverside Plaza, Columbus, OH 43215 (hereinafter referred to as GRANTEE).

Whereas, GRANTOR is the owner of the real estate identified by Parcel Number 18-10-22-151-022.000-017, GRANTOR being conveyed said real estate by a certain warranty deed recorded as Instrument No. 2018R09648 in the Recorder's Office, Delaware County, Indiana (the "Real Estate"); and

Whereas, Grantee desires to construct, re-construct, maintain, operate, and repair an electric utility easement over, across, through, and under a portion of Grantor's Real Estate, specifically the real property described at Exhibit A, which is attached and incorporated herein ("Easement Area");

Now, therefore, THIS INDENTURE WITNESSETH that Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby convey to the Grantee a non-exclusive perpetual easement and right of way for electric transmission, distribution, and communication lines and appurtenant equipment and fixtures being in, on, over, under, through, and across the Easement Area.

Grantor grants Grantee the following rights and privileges:

The right, now or in the future, to construct, reconstruct, operate, maintain, alter, improve, extend, inspect and patrol (by ground or air), protect, repair, remove, replace, upgrade and relocate, within the Easement Area, any and all poles, towers, and similar structures, and crossarms, guys, anchors, grounding systems, and all other appurtenant equipment and fixtures, and to string conductors, wires, and cables; together with the right to add to said facilities from time to time, and the right to do anything necessary, useful, or convenient for the enjoyment of the easement herein granted. The rights herein are limited only by the Grantor's restriction that all possible structures and equipment and fixtures be buried underground per the agreed plans and comply with all local zoning codes applicable to the Easement Area.

Grantee shall have the right to unobstructed ingress and egress, at any and all times, over, across, along, and upon the Easement Area, and across the adjoining lands of Grantor as may be necessary for access to and from the Easement Area for the purposes referenced herein.

This easement is subject to the following conditions:

The Grantor reserves for themselves and their successors and assigns the right to use the Easement for any uses which are not inconsistent with the purposes herein, including but not limited to, the ability to construct and reconstruct streets, alleyways, and sidewalks over and through the easement area. In no event, however, shall Grantor plant any trees or erect any permanent buildings or other structures, or permit any alteration of the ground elevation which would detrimentally impact the Grantee's use and enjoyment of the easement granted herein.

The Grantor agrees that they shall not grant any easements to other utilities or persons through the real estate described herein without the consent of the Grantee, and if said grants are given, those easements shall be subject to the Grantee's rights to regulate and permit construction or alteration with the Easement.

In the event the Grantee, its employees, or contractors are required to come upon the real estate contained in the easement to exercise its easement rights as set forth herein, the Grantee shall be liable to restore the Grantor's real estate to its previous condition. Grantee agrees, by accepting this easement, to repair or pay the Grantor for actual damages sustained by Grantor when such damages arise out of AEP's exercise of the rights herein granted.

This easement and the agreements herein shall run with the land and shall be binding upon and inure to the benefit of the Grantor and its successors and assigns and upon the Grantee and its successors.

Grantee's removal of any facilities from the Easement Area shall not be deemed an abandonment or waiver of the rights granted herein.

GRANTEE, by acceptance of this easement, hereby promises and agrees to indemnify and hold harmless GRANTOR and its employees, agents, successors, and assigns from and against any and all loss, claims, demands, actions or causes of action, or expenses, including court costs and attorney's fees, including without limitation, claims for injury or death to person or damage to property or environmental damages occurring as a result of any act of omission of Grantee, its successors, assigns, agents, contractors, or employees in the installation, construction, operation, maintenance, repair, reconstruction, replacement, or removal of its facilities. This indemnification shall not apply to claims arising from the gross negligence or willful misconduct of Grantor.

This agreement shall be interpreted under the laws of the State of Indiana. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

IN WITNESS WHEREOF, the Grantor has executed this instrument this ____ day of December, 2020.

Rich Lee, Town Council President
GRANTOR

STATE OF INDIANA)
) SS:
COUNTY OF DELAWARE)

BEFORE ME, the undersigned Notary Public, in and for said County and State, this ____ day of _____, 2020, personally appeared Rich Lee, Town Council President, and acknowledged the execution of the foregoing instrument.

Notary Public
Printed Name: _____

My Commission Expires:

County of Residence: _____

When recorded, send documents and tax bills to: American Electric Power Company, Inc., 1 Riverside Plaza, Columbus, OH 43215

EASEMENT AND RIGHT OF WAY

THIS AGREEMENT made and entered by and between the Town of Yorktown, Department of Redevelopment, an Indiana municipal corporation, with its business address located at Town Hall, 9312 W. Smith Street, Yorktown, IN 47396 (hereinafter referred to as GRANTOR), and AEP Indiana Michigan Transmission Company, Inc. an Indiana corporation, a unit of American Electric Power Company, Inc., a New York business corporation, with its business address located at American Electric Power, 1 Riverside Plaza, Columbus, OH 43215 (hereinafter referred to as GRANTEE).

Whereas, GRANTOR is the owner of the real estate identified by Parcel Number 18-10-22-151-004.000-017, GRANTOR being conveyed said real estate by a certain Judgment of the Delaware Circuit Court No. 2 recorded as Instrument No. 2020R04585 in the Recorder's Office, Delaware County, Indiana (the "Real Estate"); and

Whereas, Grantee desires to construct, re-construct, maintain, operate, and repair an electric utility easement over, across, through, and under a portion of Grantor's Real Estate, specifically the real property described at Exhibit A, which is attached and incorporated herein ("Easement Area");

Now, therefore, THIS INDENTURE WITNESSETH that Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby convey to the Grantee a non-exclusive perpetual easement and right of way for electric transmission, distribution, and communication lines and appurtenant equipment and fixtures being in, on, over, under, through, and across the Easement Area.

Grantor grants Grantee the following rights and privileges:

The right, now or in the future, to construct, reconstruct, operate, maintain, alter, improve, extend, inspect and patrol (by ground or air), protect, repair, remove, replace, upgrade and relocate, within the Easement Area, any and all poles, towers, and similar structures, and crossarms, guys, anchors, grounding systems, and all other appurtenant equipment and fixtures, and to string conductors, wires, and cables; together with the right to add to said facilities from time to time, and the right to do anything necessary, useful, or convenient for the enjoyment of the easement herein granted. The rights herein are limited only by the Grantor's restriction that all possible structures and equipment and fixtures be buried underground per the agreed plans and comply with all local zoning codes applicable to the Easement Area.

Grantee shall have the right to unobstructed ingress and egress, at any and all times, over, across, along, and upon the Easement Area, and across the adjoining lands of Grantor as may be necessary for access to and from the Easement Area for the purposes referenced herein.

This easement is subject to the following conditions:

The Grantor reserves for themselves and their successors and assigns the right to use the Easement for any uses which are not inconsistent with the purposes herein, including but not limited to, the ability to construct and reconstruct streets, alleyways, and sidewalks over and through the easement area. In no event, however, shall Grantor plant any trees or erect any permanent buildings or other structures, or permit any alteration of the ground elevation which would detrimentally impact the Grantee's use and enjoyment of the easement granted herein.

The Grantor agrees that they shall not grant any easements to other utilities or persons through the real estate described herein without the consent of the Grantee, and if said grants are given, those easements shall be subject to the Grantee's rights to regulate and permit construction or alteration with the Easement.

In the event the Grantee, its employees, or contractors are required to come upon the real estate contained in the easement to exercise its easement rights as set forth herein, the Grantee shall be liable to restore the Grantor's real estate to its previous condition. Grantee agrees, by accepting this easement, to repair or pay the Grantor for actual damages sustained by Grantor when such damages arise out of AEP's exercise of the rights herein granted.

This easement and the agreements herein shall run with the land and shall be binding upon and inure to the benefit of the Grantor and its successors and assigns and upon the Grantee and its successors.

Grantee's removal of any facilities from the Easement Area shall not be deemed an abandonment or waiver of the rights granted herein.

GRANTEE, by acceptance of this easement, hereby promises and agrees to indemnify and hold harmless GRANTOR and its employees, agents, successors, and assigns from and against any and all loss, claims, demands, actions or causes of action, or expenses, including court costs and attorney's fees, including without limitation, claims for injury or death to person or damage to property or environmental damages occurring as a result of any act of omission of Grantee, its successors, assigns, agents, contractors, or employees in the installation, construction, operation, maintenance, repair, reconstruction, replacement, or removal of its facilities. This indemnification shall not apply to claims arising from the gross negligence or willful misconduct of Grantor.

This agreement shall be interpreted under the laws of the State of Indiana. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

IN WITNESS WHEREOF, the Grantor has executed this instrument this ____ day of December, 2020.

Rich Lee, Town Council President
GRANTOR

STATE OF INDIANA)
) SS:
COUNTY OF DELAWARE)

BEFORE ME, the undersigned Notary Public, in and for said County and State, this ____ day of _____, 2020, personally appeared Rich Lee, Town Council President, and acknowledged the execution of the foregoing instrument.

Notary Public
Printed Name: _____

My Commission Expires:

County of Residence: _____

EXECUTED AND DELIVERED in my presence:

Witness Name Printed: _____

STATE OF INDIANA)
) SS:
DELAWARE COUNTY)

Before me, a Notary Public in and for said County and State, on December ____, 2020, personally appeared _____, being known to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by Rich Lee, Town Council President, in the above-named subscribing witness's presence, and that the above-named subscribing witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or proceeds from the property that is the subject of the transaction.

WITNESS my hand and Notarial Seal this _____, 2020.

_____, Notary Public
A Resident of Delaware County, Indiana

My Commission Expires: _____

I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW. /s/ Maura J. Hoff

This instrument prepared by Maura J. Hoff, DeFur Voran LLP, 400 S. Walnut Street, Suite 200, Muncie, IN 47305, #(765) 288-3651, mhoff@defur.com