

UTILITY EASEMENT

In consideration for its services to rural residents of Boone County and adjoining Counties, for constructing and maintaining an electric distribution system, and for other good and valuable consideration, including but not limited to the mutual agreements herein, the receipt of which is hereby acknowledged, the Town of Whitestown, Indiana "Grantor" does hereby grant unto Boone Rural Electric Membership Corporation, whose principal office is in Lebanon, Indiana, and to its successors or assignees ("Grantee"), a non-exclusive perpetual utility easement twenty (20) feet in width in, along, on, over, through, across and under the Grantor's Easement Area hereinafter described, situated in the County of Boone, State of Indiana and more particularly described in the attached EXHIBIT A (the "Easement Area"):

Grantee shall have the right to survey, install, locate, place, construct, erect, bury, reconstruct, supplement, upgrade, relocate, remove, inspect, patrol, repair, maintain, operate and use at any and all times underground conductors, wires, cables, transformers, anchors, and all other underground appurtenant equipment and fixtures attached thereto and all below ground necessary or useful facilities and equipment, but only in so far as it may be necessary for generating, transforming, transmitting, and distributing electric energy, including telecommunication, video, data, and other information lines used in the REMC's own operations of distributing electric energy (but not for commercial telecommunication service, video service, internet services, etc., unless otherwise agreed in writing by Grantor) (all of the foregoing being hereinafter collectively referred to as the "Facilities") in, along, on, over, through, across and under the "Easement Area". It is understood and agreed that this is a subsurface and at-grade easement only and, except for Grantee's right to place manholes, valve boxes, and other coverings or lids at-grade or excavate and perform necessary work upon the surface of the Easement Area as and when required to repair or replace the Facilities, Grantee shall not erect, install or maintain any structures or improvements above the surface of the Easement Area.

Grantee shall have the right to make such excavations of land as may be necessary to carry out the foregoing acts in respect to any underground Facilities, including the right to perform grading or filling of such facilities as may be necessary for the purpose of exercising and enjoying any and all rights conveyed to Grantee hereunder, provided however that Grantee shall promptly restore the property to the same condition it was in preceding the excavation immediately after such excavation is complete. The Grantee may also have from time to time temporary ingress and egress over those exterior portions of Grantee's property adjacent to the Easement Area that are unoccupied and unsecured to the extent necessary for operating or maintaining the Facilities in the Easement Area; provided, however, that (i) Grantee shall obtain Grantor's prior approval for such ingress and egress, which approval shall not be unreasonably withheld, except in the case of an emergency, (ii) Grantee shall comply with Grantor's directives concerning any such ingress and egress, and (iii) Grantee may specify the location(s) of such ingress or egress or revoke the same at any time in its reasonable discretion.

Grantee shall have the right to cut, trim, remove, and control the growth of by chemical means, machinery or otherwise any trees and vegetation growing or located within "Easement Area" but only in so far as it may be necessary to do so to prevent an encroachment upon, or interference with the installation or use of Grantee's facilities in the Easement Area.

Grantee shall not assign, or transfer, in whole or in part, this Utility easement and any rights conveyed to Grantee hereunder absent the prior written consent of the Grantor, which consent shall not be unreasonably withheld. Grantor shall have the right to assign, or transfer, in whole or in part the Easement Area and any and all rights conveyed to Grantor hereunder without written consent of Grantee.

Facilities are to be placed only in the Easement Area. Grantor reserves the right to grant non-exclusive easements to other utilities or services which may intersect or transect the easement conveyed hereunder. The Grantor especially reserves unto itself, its successors and assigns, all right, title and interest into the easement and the Easement Area not specifically granted to Grantee herein. Notwithstanding anything herein to the contrary, Grantor shall retain the full right to use and occupy the "Easement Area" in any manner not inconsistent with Grantee's use of the rights granted herein; however, no building, structure, material storage, tree, or pile of debris except fences, driveways and sidewalks, may be placed, and no excavations deeper than eighteen (18) inches shall be made, nor shall any changes in the level of the ground by excavation or mounding or any construction that would be inconsistent with the National Electric Safety Code or Grantee's design standards shall be made within fifteen (15) feet of utility lines,

poles, equipment and facilities without Grantee's prior written consent, which consent may not be unreasonably withheld. Grantor shall not be responsible for damage to the Facilities, if any, caused by Grantor's reasonable, normal use of Grantor's property such as vehicular traffic. Grantor shall further not be responsible for damage to the Facilities, if any, caused by third persons.

Grantee will maintain the Facilities in the Easement Area in a commercially reasonable, workman like and timely manner, including prompt and complete restoration of all premises disturbed or excavated as a part of any maintenance work. Any damage to lawns, growing crops, fences, tile, paving, driveways, or any other property of the Grantor or of its tenants, heirs and assigns, caused by the Grantee in the original and future construction, maintenance, repair, renewal or removal of said Facilities, or in any of Grantee's acts or omissions under this Easement, shall be promptly paid or otherwise restored by the Grantee to Grantor's reasonable satisfaction.

Grantee shall indemnify and hold harmless the Grantor and its successors and assigns from and against any and all loss, costs, damage, expense, liability, claims, demands, actions, expenses (including court costs and reasonable attorney's fees) and causes of action for personal or bodily injury to any persons or damage to property of any person or party caused by Grantee's acts or omissions, or the acts or omissions of Grantee's agents or contractors, in the use and enjoyment of the easement and the maintenance and operation of the Facilities therein. Grantee shall obtain all required permits and approvals for its Facilities and shall diligently pursue construction, or any activity in the Easement Area to completion, in a good and workman like manner, keeping the Easement Area secure and well maintained, and free of mechanics or other liens.

All of the provisions hereof shall run with the land, and shall extend to and bind the heirs, administrators, successors, and assigns of the parties hereto.

Each of the undersigned represents that they have been granted the authority to execute this Utility Easement by their respective governing bodies.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE SET THEIR HAND AND SEAL THIS _____ DAY OF _____, 2019.

Signature (Grantor)

Printed Name

Before me the undersigned, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing instrument for the uses and purposes therein set forth to be _____ voluntary act this _____ day of _____, 2019.

Notary Public _____

Resident of _____ County

My Commission Expires _____

BOONE RURAL ELECTRIC MEMBERSHIP CORPORATION

By: _____

Printed: _____

Title: _____

Before me the undersigned, a Notary Public in and for said County and State, personally appeared

_____ and acknowledged the execution of the foregoing instrument for the uses and purposes therein set forth to be _____ voluntary act this _____ day of _____, 2019.

Notary Public _____

Resident of _____ County

My Commission Expires _____

This instrument prepared by: Innovative Engineering and Consulting
3961 Perry Blvd
Whitestown, Indiana 46075

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. _____ (signature)

EXHIBIT A

A PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 1 EAST OF THE SECOND PRINCIPAL MERIDIAN, PERRY TOWNSHIP, BOONE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER, THENCE N 88°55'12" E 1246.13 FEET, THENCE S 01°04'48" E 172.80 FEET TO THE POINT OF BEGINNING, THENCE S 48°02'28" W 371.04 FEET, THENCE S 41°58'05" E 20.00 FEET, THENCE N 48°02'28" E 371.16 FEET, THENCE N 42°18'00" W 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.1703 ACRES, MORE OR LESS.

BASIS OF BEARING IS INDIANA STATE PLANE WEST COORDINATE SYSTEM.

THIS DESCRIPTION WAS DONE WITHOUT BENEFIT OF A FIELD SURVEY.



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