

200700023017
Filed for Record in
HENDRICKS COUNTY IN
PAUL T HARDIN
08-30-2007 At 11:44 am.
EASEMENT 34.00

Cross Reference: Deed Instrument No.: Book 341, Pages 60-63 and
Instrument No. 2002-00023631

GRANT OF EASEMENT

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, SWIFT L.P., an Indiana limited partnership (hereinafter referred to as "Grantor"), hereby grants to INDIANAPOLIS AIRPORT AUTHORITY, an Indiana municipal corporation, and its successors and assigns (hereinafter referred to as "Grantee"), a perpetual, nonexclusive easement to build, construct, reconstruct, operate, patrol, maintain, repair, replace, modify and remove electric transmission, distribution and/or telecommunication overhead line or lines, including, but not limited to, all necessary and convenient supporting structures such as towers and poles, wires, cables, guy wires with anchors, grounding systems, counterpoises, and all other necessary appurtenances, fixtures and equipment (hereinafter referred to as the "Facilities") for the transmission and distribution of electrical energy and for technological purposes (including, but not limited to, telecommunications) in, upon, over, along, through and across real estate situated in Hendricks County, State of Indiana (hereinafter referred to as the "Easement Area") as more fully described in Exhibit A attached hereto and incorporated herein by reference.

The Easement Area is located on a portion of the land of Grantor located in Hendricks County, Indiana, which is more particularly described in Exhibit B attached hereto and incorporated herein by reference (hereinafter referred to as "Grantor's Property").

This Grant of Easement shall include, but not be limited to, the following respective rights and duties of Grantor and Grantee:

1. Grantee shall have the right of ingress and egress to the Easement Area including the right to utilize any paved driveways, private roads or public streets that are constructed within the Easement Area.

2. Grantee shall have the right to cut down, clear, trim, remove and otherwise control any trees, shrubs, overhanging branches, and/or other vegetation within or adjacent to the Easement Area, but only to the extent such vegetation may endanger, as reasonably determined by Grantee, the safe or reliable operation of the Facilities, or where such vegetation is trimmed consistent with generally accepted arboricultural practices.

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3. Grantee shall have the right to allow third parties to attach equipment to Grantee's Facilities for the purposes stated herein, subject to Grantor's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, and to any applicable laws, regulations or ordinances. Grantor shall not be entitled to any compensation from such third parties or Grantee as a condition of Grantor's consent with respect to the attachment of equipment to the Facilities. Any such equipment may include, but not be limited to, wires, cables, and other fixtures.

4. To the best of Grantor's knowledge, the Easement Area and the adjoining land of Grantor's Property have never been used to release, discharge, generate or store any toxic, hazardous or radioactive substance or material.

5. Grantor shall not place, or permit the placement of, any improvements or obstructions which materially interferes with or prevents the exercise of rights granted herein to Grantee

6. Grantee shall have the right to temporarily pile dirt and other material and to operate equipment upon the surface of the Easement Area solely in the exercise of its rights granted herein to Grantee to construct, reconstruct, repair, replace or remove the Facilities.

7. Excluding the removal of vegetation or obstructions as provided herein, any physical damage to the Easement Area or Grantor's Property, resulting from the exercise of the rights granted herein to Grantee, shall be promptly repaired or restored by Grantee to a condition which is reasonably close to the condition it was in prior to such damage unless such damage was caused by Grantor.

8. Grantor reserves the right to use, and to permit the use of, the Easement Area for any use and in any manner which is not inconsistent with the rights granted herein to Grantee. Grantee specifically acknowledges Grantor's rights to improve and use the Easement Area for planting crops and other agricultural uses, vehicle parking, tractor trailer or truck parking, ingress and egress to and from Grantor's Property including installation of driveways and roadways, retention and detention ponds acceptable to Indianapolis Power & Light Company and other drainage facilities and for such other reasonable property development related purposes that Grantor may desire that do not materially and unreasonably interfere with or prevent the design or construction of the power transmission power line over the Easement Area. Grantor covenants and agrees to obtain the prior written consent of the Indianapolis Power & Light Company or its successors in interest for all development related uses or improvements that Grantor may desire to make with respect to the Easement Area, which consent shall not be unreasonably withheld, conditioned or delayed. Grantor's failure to obtain such written consent shall entitle Grantee to remove at Grantor's expense any development related uses, obstructions or improvements that materially interfere with, restricts or prevent Grantee's exercise of the rights herein granted with respect to the Easement Area.

9. Grantor shall not, without the prior written consent of Grantee or its assignee, construct or install, or permit the construction or installation of any building, house, or other aboveground structure, or portion thereof, upon the Easement Area.

10. Grantee shall be responsible for the maintenance, repair and replacement of the Facilities located on the Easement Area at its sole cost and expense.

11. In the event Grantee assigns its rights under this Grant of Easement to Indianapolis Power & Light Company or any other utility or other non-governmental entity, said entity shall indemnify, defend and save Grantor, its successors and assigns, agents, tenants and invitees, harmless from and against any and all liabilities, damages, expenses, causes of actions, suits, claims or judgments for personal injury, bodily injury, death or property damage resulting from such entity's negligent use of the Easement Area or negligent exercise of its rights granted hereunder.

12. Grantor warrants that it has the necessary authority and title to Grantor's Property to grant this Easement to Grantee, subject to all matters of record, and shall defend and hold Grantee harmless from the claim of any third party that Grantor does not have such authority or title.

13. The respective rights and duties herein of Grantor and Grantee shall inure to the benefit of, and shall be binding upon, the respective successors, assigns, heirs, personal representatives, lessees, licensees, and/or tenants of Grantor and Grantee. Grantor and Grantee, as used herein, shall be deemed to be plural, when required to be so. The exercise of any or all of the rights and privileges of Grantee set forth herein shall be at the sole discretion of Grantee.

14. Grantee shall have the unconditional right to assign this Grant of Easement without the consent of Grantor. Grantor shall have the unconditional right to sell Grantor's Property, including the Easement Area, and to assign its rights hereunder without the consent of Grantee.

15. Words and phrases used herein shall be construed as in this singular or plural number, and as masculine or feminine gender, according to the context.

16. The undersigned persons executing this Grant of Easement on behalf of Grantor represent and certify that he is the general partner of Grantor and has been fully empowered by proper partnership action to execute and deliver this Grant of Easement; that Grantor has full partnership capacity to convey the interest in real estate described herein; and that all necessary partnership action for the making of such conveyance has been taken and done.

17. The undersigned persons executing this Grant of Easement on behalf of Grantee represent and certify that they are duly elected officers of Grantee and have been fully empowered, by proper resolution of the Board of Directors of Grantee, to execute and deliver this Grant of Easement; that Grantee has full corporate capacity to enter into this Grant of Easement; and that all necessary corporate action for Grantee's executing this Grant of Easement has been take and done.

IN WITNESS WHEREOF, the Grantor has executed this Grant of Easement on this
27 day of Aug, 2007.

SWIFT L.P.

By: James W. Swift G.P.
James W. Swift, General Partner

"GRANTOR"

INDIANAPOLIS AIRPORT AUTHORITY

By: Lacy M. Johnson
Lacy M. Johnson, President

"GRANTEE"

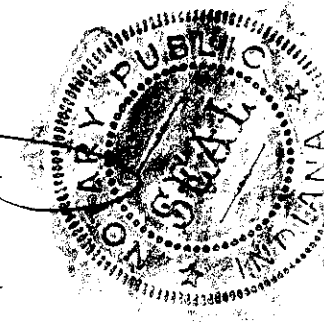
STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said the State of Indiana, personally appeared James W. Swift, by me known to be the General Partner of Swift L.P., an Indiana limited partnership, who, being first duly sworn, acknowledged the execution of the foregoing Grant of Easement for and on behalf of said limited partnership.

WITNESS my hand and Notarial Seal this 27th day of August, 2007.

Notary Public

(Printed signature)



My Commission Expires:

My County of Residence:

MICHAEL J. SIBBING, NOTARY PUBLIC
HANCOCK COUNTY RESIDENT
COMMISSION EXPIRES - 3-7-08

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said the State of Indiana, personally appeared Lacy M. Johnson, by me known to be the President of the Indianapolis Airport Authority, an Indiana municipal corporation, who, being first duly sworn, acknowledged the execution of the foregoing Grant of Easement for and on behalf of said corporation.

WITNESS my hand and Notarial Seal this 20 day of July, 2007.

[Signature]
Notary Public

Robert A. Duncan
(Printed signature)

My Commission Expires:

10-22-2008

My County of Residence:

HENDRICKS

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. Robert A. Duncan

This instrument prepared by: Robert A. Duncan, Attorney at law.



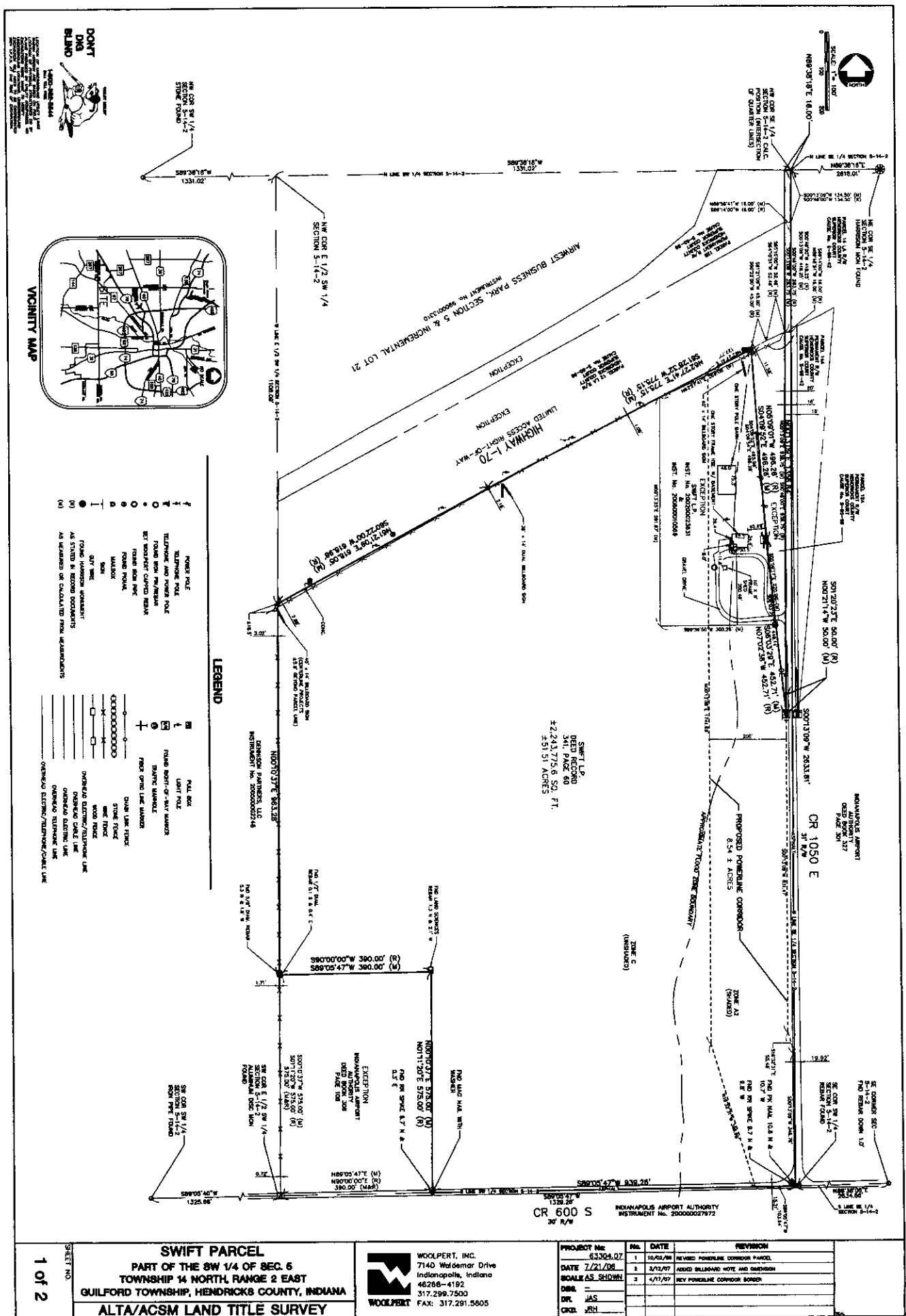
EXHIBIT A

PORTION OF PROPOSED POWERLINE CORRIDOR AFFECTING PARCEL

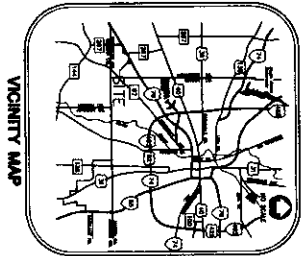
A parcel of land in the East half of the Southwest Quarter of Section 5, Township 14 North, Range 2 East, Guilford Township, Hendricks County, Indiana, described as follows: Begin at the Southeast corner of said Southwest Quarter; thence South 89 degrees 05 minutes 47 seconds West, 103.84 feet; thence North 16 degrees 32 minutes 31 seconds West, 388.99 feet; thence North 00 degrees 13 minutes 09 seconds East, 1741.69 feet; thence North 62 degrees 27 minutes 41 seconds East, 127.77 feet; thence South 04 degrees 09 minutes 54 seconds East, 496.26 feet; thence South 06 degrees 03 minutes 29 seconds East, 448.14 feet; thence South 00 degrees 13 minutes 09 seconds West, 831.47 feet; thence South 16 degrees 32 minutes 31 seconds East, 55.48 feet; thence South 00 degrees 13 minutes 09 seconds West, 346.76 feet to the point of beginning containing 8.54 acres, more or less.

EXHIBIT A PART 1

G:\SV\Projects\63304 IAA Ground\dwg\63304SV.dwg, Plotted By: CollinM, Plotted: Apr 16, 2007 - 2:56pm



DO NOT DIM BLIND
 1480-000-0004
 THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF WOODPERT, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF WOODPERT, INC.



- LEGEND**
- 1 FENCE POLE
 - 2 TELEPHONE POLE
 - 3 TELEPHONE AND POWER POLE
 - 4 ROAD SIGN
 - 5 SET POINT OR CAPED MARK
 - 6 ROAD MARK
 - 7 MAISON
 - 8 SW. CORNER
 - 9 FOUND HIDDEN MARKERS
 - 10 AS STATED IN RECORD DOCUMENTS
 - 11 AS RECALCULATED FROM MEASUREMENTS
- FULL BOLT
 - LIGHT BOLT
 - ROAD RIGHT-OF-WAY BOUNDARY
 - FENCE BOUNDARY
 - FENCE OPTION LINE MARKER
 - CHAIN LINK FENCE
 - STONE FENCE
 - WOOD FENCE
 - OVERHEAD ELECTRIC/TELEPHONE LINE
 - OVERHEAD CABLE LINE
 - OVERHEAD ELECTRIC LINE
 - OVERHEAD ELECTRIC/TELEPHONE/CABLE LINE

1 of 2

SWIFT PARCEL
 PART OF THE SW 1/4 OF SEC. 6
 TOWNSHIP 14 NORTH, RANGE 2 EAST
 GUILFORD TOWNSHIP, HENDRICK COUNTY, INDIANA
ALTA/ACSM LAND TITLE SURVEY

WOODPERT, INC.
 7140 Wildemore Drive
 Indianapolis, Indiana
 46268-4192
 317.299.7500
 FAX: 317.291.5805

PROJECT No.	DATE	REVISION
63304-02	10/21/06	REVISED POWERLINE CORRIDOR PARCEL
DATE 7/21/06	3/13/07	ADDED BILLBOARD NOTE AND DIMENSION
SCALE AS SHOWN	4/17/07	REV POWERLINE CORRIDOR BORDER
DRAWN		
CHKD. JAS		
CRD. JST		

EXHIBIT A PART 2

EXHIBIT B

LEGAL DESCRIPTION

SWIFT, LP
DEEDS RECORD 341, PAGE 60

The East half of the Southwest quarter of Section 5, Township 14 North of Range 2 East, estimated to contain 80 acres, more or less.

EXCEPT:

A part of the East Half of the Southwest Quarter of Section 5, Township 14 North, Range 2 East, Hendricks County, Indiana, described as follows: Beginning South 89 degrees 41 minutes 29 seconds West 18.00 feet (along the north line of said half-quarter section) from the northeast corner of said half-quarter section, and point being on the existing western boundary of Six Points Road; thence South 0 degrees 42 minutes 52 seconds East 134.83 feet along said boundary; thence South 60 degrees 22 minutes 00 seconds West 1,498.35 feet to the west line of said half-quarter section; thence North 0 degrees 10 minutes 00 seconds West 57.43 feet along said west line; thence North 80 degrees 22 minutes 00 seconds East 89.77 feet; thence North 58 degrees 50 minutes 04 seconds East 200.88 feet; thence North 80 degrees 22 minutes 00 seconds East 500.00 feet; thence North 58 degrees 27 minutes 27 seconds East 305.17 feet; thence North 49 degrees 03 minutes 24 seconds East 203.98 feet; thence North 21 degrees 44 minutes 27 seconds East 157.09 feet to said north line; thence North 89 degrees 41 minutes 29 seconds East 174.00 feet along said north line to the point of beginning and containing 2.867 acres, more or less.

ALSO EXCEPT:

A part of the East Half of the Southwest Quarter of Section 5, Township 14 North, Range 2 East, Hendricks County, Indiana, described as follows: Beginning South 0 degrees 46 minutes 00 seconds East 134.50 feet along the east line of said half-quarter section and South 89 degrees 14 minutes 00 seconds West 18.00 feet from the northeast corner of said half-quarter section, which point is on the existing western boundary of Six Points Road; thence South 0 degrees 46 minutes 00 seconds East 283.75 feet along said boundary; thence South 64 degrees 10 minutes 51 seconds West 52.46 feet; thence South 60 degrees 22 minutes 00 seconds West 45.00 feet; thence South 81 degrees 28 minutes 32 seconds West 775.15 feet; thence South 60 degrees 22 minutes 00 seconds West 818.98 feet to the west line of said half-quarter section; thence North 8 degrees 10 minutes 00 seconds West 284.17 feet along said West line; thence North 80 degrees 22 minutes 00 seconds East 1,498.35 feet to the point of beginning and containing 8.091 acres, more or less.

ALSO EXCEPT:

A part of the East Half of the Southwest Quarter of Section 5, Township 14 North, Range 2 East, Hendricks County, Indiana described as follows: Beginning South 0 degrees 45 minutes 00 seconds East 418.25 feet (along the east line of said half-quarter section) and South 89 degrees 14 minutes 00 seconds West 18.00 feet from the northeast corner of said half-quarter section, said point being on the western boundary of Six Points Road; thence South 0 degrees 45 minutes 00 seconds East 938.75 feet along said boundary; thence South 1 degree 20 minutes 23 seconds East 50.00 feet along said boundary; thence North 7 degrees 02 minutes 38 seconds West 452.71 feet; thence North 5 degrees 09 minutes 01 seconds West 488.28 feet; thence North 80 degrees 22 minutes 00 seconds East 45.00 feet; thence North 84 degrees 10 minutes 51 seconds East 52.46 feet to the point of beginning and containing 1.068 acres, more or less.

ATTACHMENT A
PAGE 1 OF 3

ALSO EXCEPT:

A part of the East half of the Southwest quarter of Section 5, Township 14 North, Range 2 East of the Second Principal Meridian in Guilford Township, Hendricks County, Indiana and be more particularly described as follows:

Beginning at a stone found marking the southwest corner of said half quarter section; thence North 90 degrees 00 minutes 00 seconds East (assumed bearing) on and along the south line of said half quarter section 390.00 feet; thence North 01 degree 11 minutes 20 seconds East parallel to the west line of said half quarter section 575.00 feet; thence South 90 degrees 00 minutes 00 seconds West parallel to the South line of said half quarter section 390.00 feet to the west line of said half quarter section; thence South 01 degree 11 minutes 20 seconds West on and along the west line of said half quarter section 575.00 feet to the point of beginning of this description, containing 5.15 acres, more or less, and subject to all legal highways, rights-of-way and easements of record.

ALSO EXCEPT:

A part of the East half of the Southwest quarter of Section 5, Township 14 North, Range 2 East of the Second Principal Meridian in Guilford Township, Hendricks County, Indiana, more particularly described as follows:

Commencing at a capped iron rod found marking the Northeast corner of said quarter section; thence, South 01 degree 56 minutes 20 seconds East (Book of bearing - Centerline of Interstate 70 - South 80 degrees 22 minutes 00 seconds West) 268.38 feet to the intersection of the centerline of Interstate 70 and Line S-3-A per the Indiana Department of Transportation Plans for Interstate 70; thence, along said Line S-3-A, south 00 degrees 46 minutes 00 seconds East 295.48 feet; thence perpendicular to said Line S-3-A, South 89 degrees 14 minutes 00 seconds West 102.87 feet to an existing right of way monument at the intersection of the Southern right of way line of Interstate 70 and the Westerly right of way line of County Road 1050 East; thence, along said Westerly right of way, South 05 degree 09 minutes 27 seconds East 495.98 feet to an existing concrete right of way monument; thence, continuing along said right of way, South 05 degree 58 minutes 52 seconds East 220.90 feet to a capped iron rod (capped iron rod referred to hereafter indicates a 5/8 inch reinforcing rod with a plastic identification cap stamped LAND SCIENCES, LS-90232); thence South 88 degrees 37 minutes 15 seconds West 300.00 feet to a capped iron rod; thence parallel to said Line S-3-A North 00 degrees 46 minutes 00 seconds West 592.00 feet to the Southern right of way line of Interstate 70; thence, along said Southern right of way line, North 81 degree 28 minutes 32 seconds East 299.08 feet to the POINT OF BEGINNING. Containing 4.039 acres more or less and being subject to all rights of way and easements of record.

And containing in said tract, exclusive of said exceptions, 58.985 acres, more or less.

Subject to any and all easements, rights-of-way, restrictions, and conditions of record.

Attachment A
PAGE 2 OF 3

SWIFT, LP
INSTRUMENT No. 2002-23831

A part of the East half of the Southwest quarter of Section 5, Township 14 North, Range 2 East of the Second Principal Meridian in Guilford Township, Hendricks County, Indiana, more particularly described as follows:

Commencing at a capped iron rod found marking the Northeast corner of said quarter section; thence, South 01 degrees 56 minutes 20 seconds East (Basis of bearing - Centerline of Interstate 70 - South 60 degrees 22 minutes 00 seconds West) 256.36 feet to the intersection of the centerline of Interstate 70 and Line S-3-A per the Indiana Department of Transportation Plans for Interstate 70; thence, along said Line S-3-A, south 00 degrees 46 minutes 00 seconds East 205.49 feet; thence perpendicular to said Line S-3-A, South 89 degrees 14 minutes 00 seconds West 102.87 feet to an existing right of way monument at the intersection of the Southerly right of way line of Interstate 70 and the Westerly right of way line of County Road 1050 East; thence, along said Westerly right of way, South 05 degrees 09 minutes 27 seconds East 495.88 feet to an existing concrete right of way monument; thence, continuing along said right of way, South 08 degrees 58 minutes 52 seconds East 220.90 feet to a capped iron rod (capped iron rod referred to hereafter indicates a 5/8 inch reinforcing rod with a plastic identification cap stamped LAND SCIENCES, LS-50232); thence South 88 degrees 37 minutes 15 seconds West 300.00 feet to a capped iron rod; thence parallel to said Line S-3-A North 00 degrees 46 minutes 00 seconds West 502.00 feet to the Southerly right of way line of Interstate 70; thence, along said Southerly right of way line, North 87 degrees 28 minutes 32 seconds East 269.08 feet to the POINT OF BEGINNING. Containing 4.039 acres more or less and being subject to all rights of way and easements of record.

Attachment A
Page 3 of 3