



## Board of Park Commissioners Approval Form

**PROJECT NAME:** Kreager Park NIPSCO Temporary Easement Request  
**PROJECT NUMBER:** n/a

### TEMPORARY EASEMENT REQUEST

**Scope of Work/Project Narrative:**

NIPSCO Gas Company has requested a temporary easement at Kreager Park, in the marked location on the attached site map to conduct gas utility work on the existing gas line in the area. The easement shall be in place for twelve (12) months from the date of approval by the Board of Park Commissioners. As payment for any damages that may be incurred from the project, NIPSCO offers an up-front payment to the Board of Park Commissioners of \$500 for this temporary easement.

**Board Approval/Purpose:**

The total for these services is \$ 500.00 as outlined in the attached Claim Release and Agreement.

At this time, I would like to request approval for the amount of \$ 500.00 to be paid to the Board of Park Commissioners for the contract.

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The Fort Wayne Parks and Recreation and the Board of Park Commissioners met to host their regularly scheduled monthly Board meeting on **October 13, 2022**, to approve the above-referenced project and contract, in the amount of **\$500.00**.

*We, the Board of Park Commissioners, on the date stated do ATTEST, sign to the above referenced and attached documents, and approve as presented.*

\_\_\_\_\_  
William Zielke, President

\_\_\_\_\_  
Justin Shurley, Vice President

\_\_\_\_\_  
Cory Miller, Commissioner

\_\_\_\_\_  
Richard Briley, Commissioner

\_\_\_\_\_  
Steve McDaniel, Director / Board Secretary



**CLAIM RELEASE AND AGREEMENT TO PAY BALANCE**

With the delivery hereof, **City of Fort Wayne Board of Park Commissioners** (collectively the "Grantor") acknowledges and accepts for the total agreed upon consideration in the amount of Five Hundred Dollars and 00/100 (\$500.00), in full payment and satisfaction for all damages of every kind and character done to the real property identified by property identification number(s) **02-13-03-200-008.000-077**, located in **Allen** County, Indiana (the "Property"), Grantor, it's assigns and successors, or any other persons on the Property during the investigation and construction activities in connection with the ILI 2022 Project (the "Project"), and this is deemed to be and is a complete discharge and release of NIPSCO which has satisfied all of NIPSCO's obligations to pay damages and of the promise to pay damages contained within NIPSCO's existing Easement for Gas Facilities to which the Property is subject. Grantor hereby accepts all obligations to pay any damage against or portion of damages suffered by any and all persons having claims or demands against or interest in the consideration received for the construction and installation of the facilities for the Project on the Property.

Now, NIPSCO covenants and agrees to pay to the Grantor the foregoing consideration within thirty (30) days from the date provided below, which payment may be made by check, payable to the Grantor (please check the appropriate box)  **TO BE HAND DELIVERED**  sent by United States mail prepaid, as follows:

[Redacted area]

**NORTHERN INDIANA PUBLIC SERVICE COMPANY LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_, 2022

**GRANTOR**

Accepted this [Redacted] day of [Redacted], 2022 by the Grantor:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

# EXHIBIT A

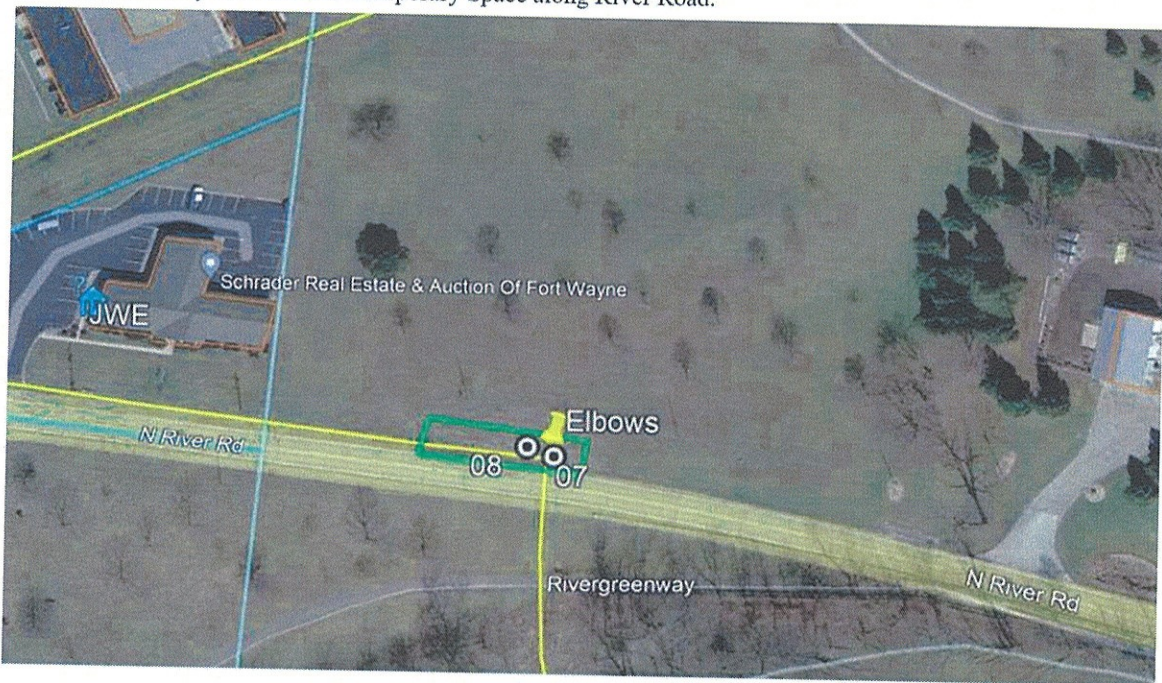
**Fort Wayne City of Bd of Park Commissioners**

Parcel ID: 02-13-03-200-008.000-077

Site Address: 7255 North River Rd, Fort Wayne, IN 46774

1 Temp Easement

Approximately 0.07 acres of Temporary Space along River Road.



## TEMPORARY EASEMENT

THIS TEMPORARY EASEMENT ("Easement") is made and entered into on [REDACTED], 20 [REDACTED], by and between **City of Fort Wayne Board of Park Commissioners**, owners of property with an address at **705 E State Blvd, Fort Wayne, IN 46805** ("Grantor"), and **NORTHERN INDIANA PUBLIC SERVICE COMPANY LLC**, an Indiana limited liability company, with offices and an address at 801 East 86<sup>th</sup> Avenue, Merrillville, IN 46410 (the "Grantee") (collectively hereinafter referred to as "Parties").

### RECITALS

**WHEREAS**, Grantor is the owner of that certain real property located in Allen County, Indiana, as Parcel ID(s) **02-13-03-200-008.000-077** as shown on Exhibit "A" attached hereto and incorporated herein by reference (the "Property").

**WHEREAS**, the Grantee desires to use the Property as a temporary construction area for an electric project and desires to use the area for construction activities and to store associated materials. Said temporary easement will be used for staging equipment, material and other construction activities. The Temporary Easement is depicted in Exhibit "A" attached hereto and incorporated herein by reference.

### TEMPORARY EASEMENT

**NOW THEREFORE**, for and in consideration of the foregoing premises and of the performance of the promises and covenants set forth herein, the Parties agree as follows:

1. Grantor grants to Grantee, its contractors, employees, agents and invitees the right, privilege and license without any warranty or representation of any kind or nature and only to the extent Grantor title permits and subject to the terms set forth herein, an exclusive Easement on the Property, to use as a temporary easement area, for construction activities and to store associated materials.
2. The term of the Easement shall be Twelve (12) months and shall commence on the date Grantee notifies Grantor that construction is scheduled to begin. Grantee shall have the option to extend this agreement on a month-to-month basis at a rate of \$100.00 per month upon 30 day written notice to Grantor.
3. Grantee, and its officers, agents, employees and invitees, shall not alter or damage the Property or Easement Area, and at the termination of the Term, Grantee shall repair any damage to the Property or Easement Area, and restore it to the extent reasonably possible to the condition the Property and Easement Area as it was immediately prior to the Commencement Date.
4. Grantee shall pay Grantor within thirty (30) days of the Commencement Date the sum of **\$500.00** (Five Hundred Dollars and 00/100) as consideration for the Easement during the Term.
5. The Grantee shall and will indemnify and save the Grantor harmless from and against any and all damage, injuries, losses, claims, demands or costs proximately caused by the fault, culpability, or negligence of the Grantee in the use of the Easement Area.
6. All labor provided and materials furnished in using the Easement Area shall be at Grantee's sole cost and expense. Grantee shall comply with all applicable laws, rules, and regulations in its use of the Easement Area, and shall, at its own cost and expense, provide security to protect any personal property owned by Grantee on the Easement Area.

7. To the extent reasonably possible, Grantee shall use the Easement Area in a manner permitting Grantor full use of the remaining portions of the Property and for access to the adjoining property.

8. All written notices required or permitted under this License shall be served by (i) certified mail, return receipt requested, to the party to whom the same is directed at that party's respective address, as set forth below, (ii) overnight delivery by recognized overnight carrier to the party to whom the same is directed at that party's respective address, as set forth below, or (iii) facsimile transmission to the party to whom the same is directed at that party's respective facsimile number, as set forth below (provided that the facsimile confirmation sheet showing successful transmission is retained by the sender):

If to Grantee: Northern Indiana Public Service Company LLC  
Attn: [REDACTED]  
801 East 86<sup>th</sup> Avenue  
Merrillville, Indiana 46410  
Telephone: (219) [REDACTED]  
Facsimile: (219) 647-6188

With a copy to: Angela Hall Williams, NIPSCO Legal Counsel  
NiSource Corporate Services Company  
801 East 86<sup>th</sup> Avenue  
Merrillville, Indiana 46410  
Telephone: (219) 647-6179  
Facsimile: (219) 647-6247

If to Grantor: [REDACTED]

Or at such other address, facsimile number, or email address as either party may from time-to-time designate by giving written notice, as provided herein. The date of service of notice shall be the date on which such notice is received (or, alternatively, if notice is given by certified mail, the date upon which receipt is refused).

9. This Easement contains the entire agreement and understanding of the Parties hereto with respect to the Easement herein granted. No part of this Easement may be amended or modified, except in writing signed by both Grantor and Grantee. Should any provision of this Easement be declared invalid by a legislative, administrative or judicial body of competent jurisdiction, then the other provisions contained herein shall remain in full force and effect and shall be unaffected by such declaration.

10. The terms, conditions and covenants set forth herein shall be binding upon, and accrue to the benefit of Grantor and Grantee, and each of their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have entered into this Temporary Easement as of the date provided above.

\_\_\_\_\_  
**(Sign)**

\_\_\_\_\_  
**(Print)**

\_\_\_\_\_  
**(Title)**

\_\_\_\_\_  
**(Sign)**

\_\_\_\_\_  
**(Print)**

\_\_\_\_\_  
**(Title)**

\_\_\_\_\_  
**(Date)**