

**EASEMENT AGREEMENT
SANITARY SEWER AND STORMWATER DRAINAGE AND POTABLE WATER**

Project Name: Paso Fino Section I Sanitary

Address: 7901 North River Road, New Haven, In 46774

Cross Reference to Document(s): 980043084

THIS Easement Agreement ("Agreement") is entered into this 11 day of April, 2024, by and between **The City of Fort Wayne, Board of Park Commissioners** ("Grantor") and the **City of Fort Wayne, Indiana, Board of Public Works** ("City"), for the following and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to wit:

1. Grantor is the owner of certain real estate located in Allen County, Indiana, and recorded at the Cross Reference Document(s) listed above in the office of the Recorder of Allen County, Indiana ("Real Estate"), over, under, across and through which Real Estate Grantor does hereby grant, warrant and convey to City a permanent, non-exclusive sanitary sewer, stormwater drainage & potable water easement ("Easement"), legally described and in the location and dimensions depicted in the attached Exhibit A, for the uses and purposes described herein.
2. City, including its employees, agents and assigns, has the right of ingress and egress on and over the Easement at all times for the purpose of constructing, operating, maintaining and reconstructing existing and future public sanitary sewer, stormwater drainage & potable water facilities including pipes and related equipment and structures, open stormwater drainageways and stormwater detention facilities ("City Utility Facilities"), and building service sewers and water service pipes, within the Easement, and City shall at its expense and as determined by City, provide functional maintenance of the City Utility Facilities in order to assure their adequate operation. For non-emergency access, City will provide reasonable notice to Grantor prior to entering upon the Easement and will use reasonable efforts to minimize interference with Grantor's use of the Easement. In an emergency, City will proceed with notice and appropriate emergency actions pursuant to City of Fort Wayne and other applicable regulations.
3. Except as otherwise agreed, anything that was installed in the Easement prior to Grantor's approval of this Agreement and that does not comply with this Agreement may remain as an authorized obstruction, but may not be enlarged or relocated in the Easement without City's prior written approval. Other authorized obstructions that Grantor may install in the Easement shall include asphalt or concrete pavement, curbs, grass, and low level plantings not exceeding three (3) feet in height at maximum growth; provided, however, that all City Utility Facilities that must be accessible are readily accessible. Except as permitted in this Agreement, nothing shall be placed in, on, over or

under the Easement which will obstruct or interfere with the purpose of the Easement as established by this Agreement, unless such placement has City's prior written authorization. City may remove any unauthorized obstruction or impediment placed or arising upon the Easement, without obligation to restore or replace said unauthorized obstruction or impediment.

4. Where an open stormwater drainageway is part of the City Utility Facilities and located within the Easement, Grantor will at its expense remove trash, debris and underbrush which could impede its functioning, and will mow the upper slopes of the banks and the adjoining land.
5. City will assume responsibility for claims resulting from damage to any land, improvement or the environment within the Easement, or to any land or improvements used for ingress and egress to the Easement, caused by City, including City's employees, during construction, operation, maintenance or reconstruction of the City Utility Facilities, provided that such responsibility shall not include damage caused by the placement of any unauthorized obstruction within the Easement in violation of this Agreement, in which case no liability will be assumed by City. City agrees to restore the property within the Easement to a condition similar to its condition before City's entry onto the Easement for the purposes set out in this Agreement; however, City shall not be responsible for indirect or consequential damages caused by its actions pursuant to the purposes of this Agreement.
6. Grantor agrees to indemnify and hold harmless City, its agents, employees, contractors and assigns, from and against any and all claims against City for damages, injuries, losses, demands or costs arising out of or in any manner associated with Grantor's operation, use or maintenance of the Easement, except for claims arising as a result of City's own negligent or intentional acts or omissions.
7. City agrees to indemnify and hold harmless Grantor against all liability, loss, direct damage, costs or expenses, including claims of lien of laborers, material suppliers or others, for work performed on the Easement by the City except for claims arising as a result of Grantor's own negligent or intentional acts or omissions.
8. At such future time as the City Utility Facilities shall cease to be used, and upon City's approval, not to be unreasonably conditioned, delayed or withheld, City will record a release of easement in the office of the Recorder of Allen County, Indiana, and this Agreement and the Easement shall terminate and be of no further force and effect.
9. Grantor acknowledges that the consideration received for the conveyance made herein does not include any express or implied release or waiver by City of rights to subject Grantor and its property to sewer rates, drainage fees, potable water rates, rentals, and other charges, including special assessments, as may be authorized by law.
10. The Easement is granted subject to all prior easements or encumbrances of record. Except as to the rights granted herein, Grantor shall have the full use and control of the Easement.
11. Grantor covenants that it is lawfully seized of the property through which the Easement is granted and that it has full right and power to convey the same.
12. The terms and provisions of this Agreement shall be binding upon City, its successors, nominees and assigns in right, title, and interest in and to the City Utility Facilities, and upon the current owner of the Real Estate, its successors, nominees and assigns, and shall run with the Real Estate.
13. This Agreement may only be amended by prior written consent signed by Grantor and City. The laws of the State of Indiana shall govern this Agreement.

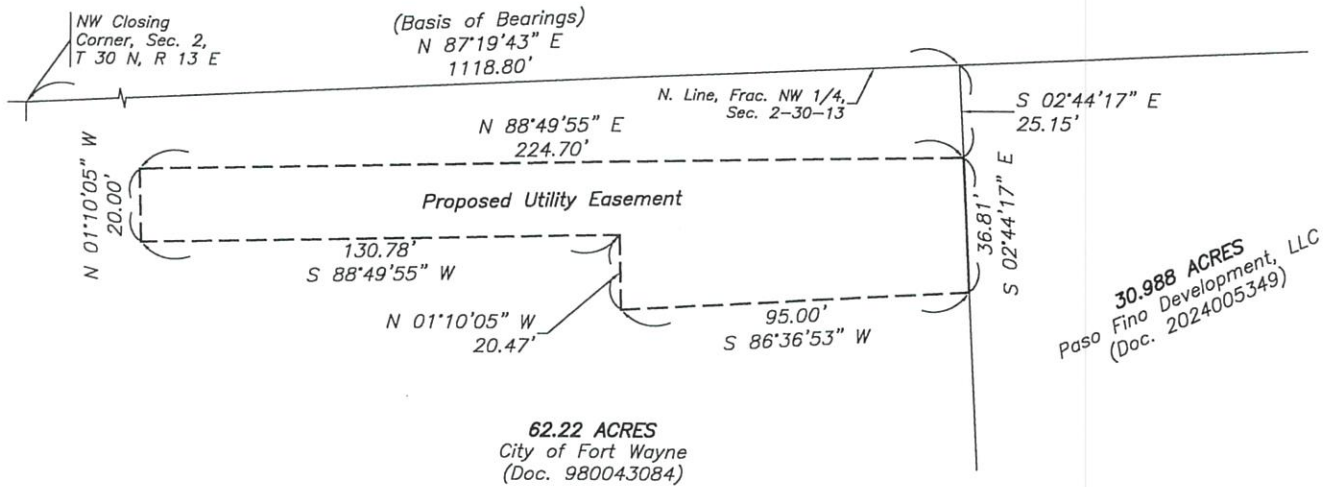
[Signatures appear on following pages]

EXHIBIT "A"

PROPOSED UTILITY EASEMENT:

Part of the Fractional Northwest Quarter of Section 2, Township 30 North, Range 13 East, Allen County, Indiana, being more particularly described as follows, to-wit:

Commencing at the Northwest closing corner of said Section 2; thence North 87 degrees 19 minutes 43 seconds East (GPS grid bearing and basis of all bearings in this description), on and along the North line of said Fractional Northwest Quarter, a distance of 1118.80 feet to the Northwest corner of a 30.988 acre tract of real estate described in a deed to Paso Fino Development, LLC, in Document Number 2024005349 in the Office of the Recorder of Allen County, Indiana; thence South 02 degrees 44 minutes 17 seconds East, on and along the West line of said 30.988 acre tract, a distance of 25.15 feet to the true point of beginning; thence South 02 degrees 44 minutes 17 seconds East, continuing on and along said West line, a distance of 36.81 feet; thence South 86 degrees 36 minutes 53 seconds West, a distance of 95.00 feet; thence North 01 degrees 10 minutes 05 seconds West, a distance of 20.47 feet; thence South 88 degrees 49 minutes 55 seconds West, a distance of 130.78 feet; thence North 01 degrees 10 minutes 05 seconds West, a distance of 20.00 feet; thence North 88 degrees 49 minutes 55 seconds East, a distance of 224.70 feet to the true point of beginning, containing 0.144 acres of land.



Sauer Land Surveying, Inc.

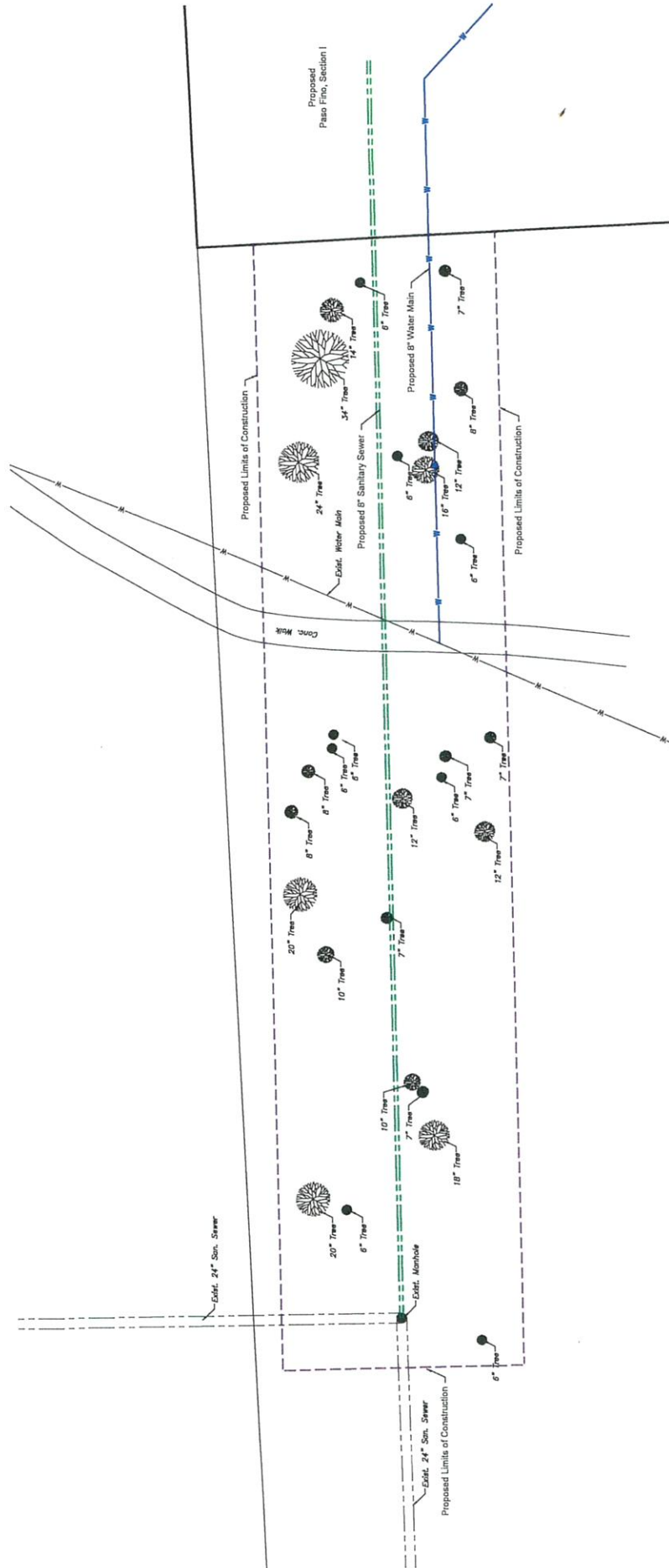
14033 Illinois Road, Suite C
Fort Wayne, IN 46814

Tel: 260/469-3300
Fax: 260/469-3301



SCALE IN FEET:
0 25 50

EXISTING TREE SURVEY



SCALE IN FEET:
0 10 20

Sauer Land Surveying, Inc.

14038 Illinois Road, Suite C
Fort Wayne, IN 46814

Tel: 260/469-3300
Fax: 260/469-3301

