

DISTRIBUTION EASEMENT- Corporation, UG

Easement No. IN210565

THIS INDENTURE, made this ____ day of _____, 2021 by and between **Board of Park Commissioners of the City of Fort Wayne**, whose address is 4321 S Calhoun Street, with a mailing address of 705 E State Blvd, Fort Wayne, Indiana 46805("Grantor"), and **INDIANA MICHIGAN POWER COMPANY**, an Indiana corporation whose address is 3514 Landin Road, New Haven, Indiana, 46774("Grantee").

WITNESSETH: That for one Dollar (\$1.00) and other good and valuable considerations in hand paid, the receipt and sufficiency of which Grantor hereby acknowledges, Grantor does hereby grant and convey to Grantee a right-of-way and easement for the construction, operation, use, maintenance, repair, renewal and removal of a line or lines of underground facilities and equipment for the transmission of electrical energy and for communication purposes, in, on, along, under, over, across and through the following described Premises situated in Section 23, Wayne Township, Township 30 North, Range 12 East, Allen County, Indiana, to wit: Being the same (or a part of the same) property conveyed to Board of Park Commissioners of the City of Fort Wayne, in **Parcel # 02-12-23-228-001.000-074**, as shown as the Park strip North of Lots 48 and 76 in Lafayette Place Addition as recorded in Book 7C Page 114 in the office of the Recorder of Allen County, Indiana, to which reference is made for further description.

A strip of land 20 feet in width lying 10 feet each side of a line starting at the intersection of the north lines of Lots 48 and 76 in said Lafayette Place Addition, said point being the true point of beginning of the line being herein described; thence northwesterly, a distance of 60 feet.

TOGETHER with the right of ingress and egress to, from and over said Premises, and also the right to cut or trim and/or remove any trees or bushes which may endanger the safety or interfere with the construction and use of said facilities.

Grantee shall promptly repair or replace all physical damage on the Premises proximately caused by the construction, operation and maintenance of Grantee's Facilities.

The Grantor warrants that no structure or building shall be erected upon said easement.

After the completion of said system, the Grantor reserves the full use of the land which is not inconsistent with the existence and maintenance of said facilities but does agree not to change elevation or grade within the area of said easement without the written prior consent of Grantee.

It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions and shall be binding on their respective representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereto affixed this ____ day of _____, 2021.

Board of Park Commissioners of the City of Fort Wayne

By: _____

Its: _____

State of Indiana, County of _____, SS.

Before me, a Notary Public, in and for said County and State, personally appeared the above named _____ known to me to be the _____ of said corporation and acknowledged the execution of the foregoing deed of easement and affixed thereto the corporate seal of said corporation as the free and voluntary act of said corporation, for the uses and purposes therein set forth, dated this ____ day of _____, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year above written.

Notary Public

Printed Name

My commission expires _____. I am a resident of _____ County.

This instrument was prepared by Karen A. Palmer, Right-of-Way Agent for Indiana Michigan Power Company. I affirm, under penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law, Karen A. Palmer. C: boardofparkcoimmissionerslafayetteplace

