

Board of Park Commissioners

Project Summary

Buckner Park Stormwater Easement and Temporary Construction Easement: Memorandum of Understanding

Project Approval Request

Scope of Work:

This request is for approval of both a permanent stormwater easement and a future temporary construction easement within Buckner Park to accommodate the connection of off-site stormwater BMPs to existing stormwater drainage within the park.

Board Approval/Summary:

Park staff has evaluated the attached construction drawings, detailing the proposed improvements for The Coop, located at 6218 Bass Rd., along with the attached Stormwater Easement Agreement.

We believe that the conveyance of stormwater from the adjacent property onto and through the park site is necessary and appropriate in order to best slow, treat, and release the water into the existing system, and recommend approval of the stormwater easement.

We also seek approval of Parks and Recreation staff to work with the Owner of the adjacent site (The Coop) in establishing a temporary construction easement in order to accommodate the needs of modifying the park site according to the construction documents, with assurance that any disturbed areas will be restored by said Owner. Parks staff will work with the Owner and their project representatives to ensure minimum required access and disturbance, in addition to ensuring quality and appropriate material selection for use in Buckner Park.

Fort Wayne Parks and Recreation will not be responsible for any funding associated with these agreements, nor will be required payment for the proposed easement or associated construction activity. The Easement Agreement includes a legal description describing the easement and a graphic describing the easement extent. Construction drawings illustrate the proposed site modifications within Buckner Park.

The Fort Wayne Parks and Recreation and the Board of Park Commissioners, met to host their regularly scheduled monthly Board meeting on **February 13th, 2025**, to approve the above-referenced project and MOU as described in the attachments.

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

Justin Shurley, Commissioner

Cory Miller, Vice President

Richard Briley, Commissioner

Jenna Jauch, Commissioner

Steve McDaniel, Director/Board Secretary



STORMWATER DRAINAGE EASEMENT AGREEMENT

Project Name/Address: The Coop, 6218 Bass Road, Fort Wayne, Indiana 46818

Cross Reference to Document Nos. _____ and 2024011328

This Stormwater Drainage Easement Agreement (this "**Agreement**") is entered into this _____ day of _____, 2025, by and between the **City of Fort Wayne Board of Park Commissioners** ("**Grantor**") and **Hurley Holding Company LLC** ("**Grantee**").

RECITALS

WHEREAS, Grantor is the owner of certain real estate located in Allen County, Indiana, and recorded at Document No. _____ in the office of the Recorder of Allen County, Indiana (the "**Burdened Parcel**");

WHEREAS, Grantee is the owner of certain real estate located in Allen County, Indiana, and recorded at Document No. 2024011328 in the office of the Recorder of Allen County, Indiana (the "**Benefitted Parcel**"). The Burdened Parcel and the Benefitted Parcel may be referred to herein as the "**Real Estate**".

WHEREAS, Grantee has requested that it be entitled to install and maintain stormwater pipes, drainage path, and related equipment and structures (collectively, "**Stormwater Facilities**") upon the Burdened Parcel; and

WHEREAS, Grantor has agreed to allow Grantee to install and maintain Stormwater Facilities upon the Burdened Parcel, under and pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, for the following and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby declare and subject the Real Estate to the following, all of which shall run with the land and be binding upon all current and future owners of the Real Estate, or any portion thereof.

1. Grantor does hereby grant, warrant and convey to Grantee a permanent, non-exclusive stormwater drainage easement over, under, across and through the

Burdened Parcel ("**Easement**"), legally described and in the location and dimensions depicted in attached **Exhibit A** and **Exhibit B** (the "**Easement Area**"), for the benefit of Grantee, and its successors and assigns in title to the Benefitted Parcel, to allow Grantee: to install and construct Stormwater Facilities in the Easement Area, to connect the Stormwater Facilities to an existing open swale located on the Burdened Parcel (the "**Swale**"), for purposes related to the drainage of stormwater from the Benefitted Parcel to the Swale, and for maintaining, repairing, and reconstructing the Stormwater Facilities.

2. Grantee, including its employees, contractors, agents and assigns, shall have the right of ingress and egress on and over the Burdened Parcel at all times for the purpose of constructing, operating, maintaining and reconstructing Stormwater Facilities within the Easement Area, and Grantee shall at its expense and as determined by Grantee, provide functional maintenance of the Stormwater Facilities in order to assure their adequate operation.
3. Grantor acknowledges that the Stormwater Facilities must be readily accessible, and that nothing shall be placed in, on, over or under the Easement Area which will obstruct or interfere with the purpose of the Easement as established by this Agreement, unless such placement has Grantee's prior written authorization. Grantee may remove any unauthorized obstruction or impediment placed or arising upon the Easement Area, without obligation to restore or replace said unauthorized obstruction or impediment.
4. Grantee will assume responsibility for claims resulting from damage to any land or improvement within the Easement Area, or to any land or improvements used for ingress and egress to the Easement Area, caused by Grantee, including Grantee's contractors, during construction, operation, maintenance or reconstruction of the Stormwater Facilities, provided that such responsibility shall not include damage caused by the placement of any unauthorized obstruction within the Easement Area in violation of this Agreement, in which case no liability will be assumed by Grantee. Grantee shall restore the property within the Easement Area to a condition similar to its condition before Grantee's entry onto the Easement Area for the purposes set out in this Agreement; however, Grantee shall not be responsible for indirect or consequential damages caused by its actions pursuant to the purposes of this Agreement.
5. Grantor agrees to indemnify and hold harmless Grantee, its agents, employees, contractors and assigns, from and against any and all claims against Grantee 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 Area, except for claims arising as a result of Grantee's own negligent or intentional acts or omissions.
6. Grantee 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 Area by the Grantee except



for claims arising as a result of Grantor's own negligent or intentional acts or omissions.

7. 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 Area.
8. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties, and their successors and assigns, and shall run with the Real Estate.
9. The laws of the State of Indiana shall govern this Agreement.
10. This Agreement may only be amended by prior written consent signed by Grantor and Grantee.
11. THE PARTIES ACKNOWLEDGE, AFFIRM, AND WARRANT THAT THEY HAVE REVIEWED THIS AGREEMENT IN ITS ENTIRETY, HAVE CONSULTED SUCH LEGAL, TAX OR OTHER ADVISORS AS THEY DEEM APPROPRIATE, AND UNDERSTAND AND AGREE TO EACH OF THE PROVISIONS OF THIS AGREEMENT AND THE EFFECT AND IMPLICATIONS THEREOF, AND FURTHER ACKNOWLEDGE THAT THEY HAVE ENTERED INTO THIS AGREEMENT VOLUNTARILY.

[Remainder of Page Intentionally Blank]

[Signature Pages Follow]



GRANTOR

City of Fort Wayne Board of Park Commissioners

By: _____
Signature

Printed Name and Title

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

BEFORE ME, a Notary Public in and for said State and County, personally appeared _____ on behalf of the **City of Fort Wayne Board of Park Commissioners**, and acknowledged the execution of the foregoing Agreement as a voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and seal this _____ day of _____, 2025.

My Commission Expires: _____

Signature of Notary Public

Resident of _____ County

Printed Name

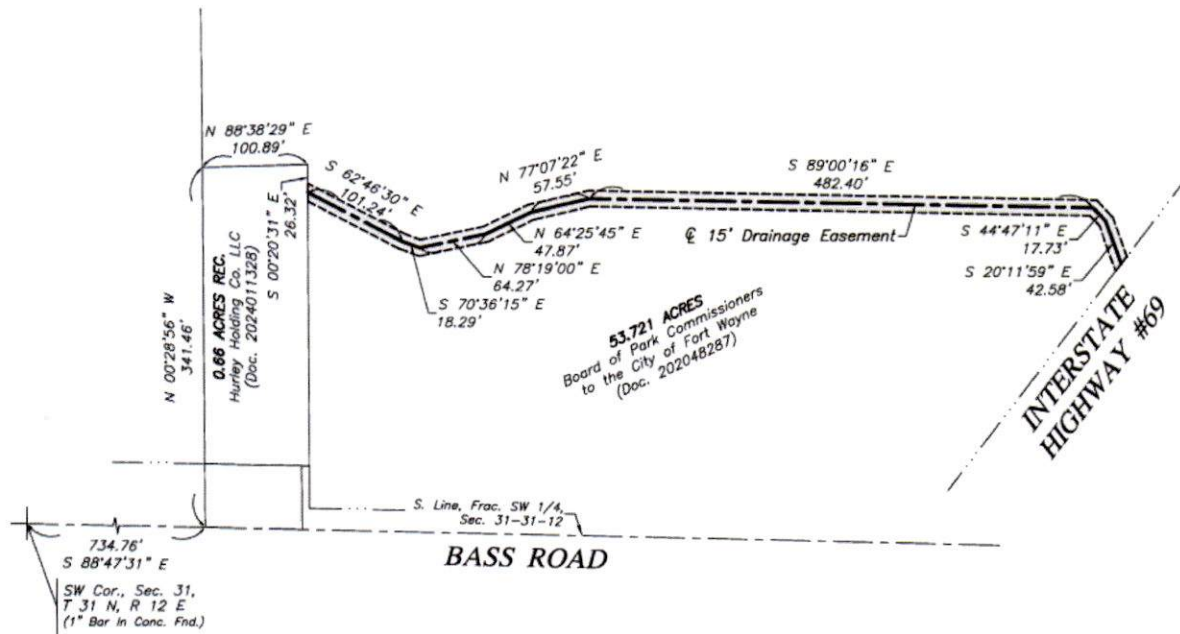
[Signatures continue on the following page]

EXHIBIT A

A strip of land lying entirely within a 0.66 acre base tract of real estate described in a deed to Hurley Holding Company, LLC, in Document Number 2024011328 in the Office of the Recorder of Allen County, Indiana, being a part of the Fractional Southwest Quarter of Section 31, Township 31 North, Range 12 East, Allen County, Indiana, said strip being 15 feet in width and lying 7.5 feet on each side of the following described centerline, to-wit:

Commencing at the Southwest corner of the Fractional Southwest Quarter of said Section 31; thence South 88 degrees 47 minutes 31 seconds East (GPS grid bearing and basis of all bearings in this description), on and along the South line of said Fractional Southwest Quarter and within the right-of-way of Bass Road, a distance of 734.76 feet; thence North 00 degrees 28 minutes 56 seconds West, on and along a line partially defined as the West line of a 0.66 acre base tract of real estate described in a deed to Hurley Holding Company, LLC, in Document Number 2024011328 in the Office of the Recorder of Allen County, Indiana, a distance of 341.46 feet to the Northwest corner thereof; thence North 88 degrees 38 minutes 29 seconds East, on and along the North line of said 0.66 acre base tract, a distance of 100.89 feet to the Northeast corner thereof; thence South 00 degrees 20 minutes 31 seconds East, on and along the East line of said 0.66 acre base tract, a distance of 26.32 feet to the true point of beginning; thence South 62 degrees 46 minutes 30 seconds East, a distance of 101.24 feet; thence South 70 degrees 36 minutes 15 seconds East, a distance of 18.29 feet; thence North 78 degrees 19 minutes 00 seconds East, a distance of 64.27 feet; thence North 64 degrees 25 minutes 45 seconds East, a distance of 47.87 feet; thence North 77 degrees 07 minutes 22 seconds East, a distance of 57.55 feet; thence South 89 degrees 00 minutes 16 seconds East, a distance of 482.40 feet; thence South 44 degrees 47 minutes 11 seconds East, a distance of 17.73 feet; thence South 20 degrees 11 minutes 59 seconds East, a distance of 42.58 feet to a point on the West right-of-way line of Interstate Highway #69, and there terminating. The sidelines of said strip are to be extended or truncated to terminate at the East line of said 0.66 acre base tract and the West right-of-way line of Interstate Highway #69.

EXHIBIT B



Utility Providers

Gas: Nason (800) 454-7725
Water: City of Fort Wayne (219) 427-1234
Sewer: City of Fort Wayne (219) 427-1234
Electric: City of Fort Wayne (219) 427-1234
Cable: City of Fort Wayne (219) 427-1234
Telephone: American Electric Power (800) 311-4534
Telephone: Frontier (219) 762-3300
Fiber Optic: Indiana Fiber Network (800) 304-4033
Fiber Optic: Zayo Bandwidth (800) 304-4033
Cable: Dish Network (813) 373-2914

USPS Parcel Number
240374278

PLAT OF TOPOGRAPHICAL SURVEY

Beginning Benchmark:
INDOT CORS: Corner Station RCH0008, located at INDOT Fort Wayne
5339 Hethel Road, Fort Wayne, IN
Elev: 533.97
Site Benchmark #1:
Top of existing concrete of lot on the North side of Bass Road at the West
end of the entrance to Redwood Park,
Elev: 530.02
Site Benchmark #2:
North corner of an existing marshland located 250 feet North of the centerline
of Bass Road, 4 feet West of the West line of subject tract,
Elev: 530.45

NOTE: All elevations on this sheet are NAVD83.

RECORD DESCRIPTION (as described in Document Number 2024011328)

The West 80 feet of the South 330 feet of the part of the Southwest Quarter of Section 31, Township 31 North, Range 12 East, Allen County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of said Southwest Quarter, thence South 180 rods, thence West along the South line of said Section, a distance of 30 rods, thence North 140 rods, thence East 50 rods to the place of beginning.

ALSO Beginning on the West line of the East 56 rods of the Southwest Quarter of Section 31, Township 31 North, Range 12 East, Allen County, Indiana, at a point located 235 feet North of the Southwest corner of said East 56 rods, thence North, on and along said West line, a distance of 13.75 feet, thence South, by a deflection angle right of 89 degrees 59 minutes, on and along a line established by a parcel corner line, a distance of 92.75 feet, thence South, by a deflection angle right of 91 degrees 01 minute, on and parallel to said West line of said East 56 rods, a distance of 307.5 feet to the South line of said Southwest Quarter, thence South, by a deflection angle right of 91 degrees 34 minutes, on and along said South line, being also the centerline of Bass Road, a distance of 12.77 feet to the Southwest corner of the West 80 feet of the South 330 feet of said East 56 rods, thence North, by a deflection angle right of 89 degrees 24 minutes, on and along the East line of the West 80 feet of the South 330 feet of said East 56 rods, a distance of 340 feet to the Northeast corner of the West 80 feet of the South 330 feet of said East 56 rods, thence South, by a deflection angle left of 89 degrees 24 minutes, on and along the North line of the West 80 feet of the South 330 feet of said East 56 rods and parallel to the South line of said Southwest Quarter, a distance of 80 feet to the point of beginning, containing 0.129 acres of land, more or less, subject to the right-of-way for Bass Road.

Together with a temporary easement for the use and repair of an existing chain link fence over the following described Allen County, Indiana, real estate, to-wit: Beginning at the Southwest corner of the East 56 rods of the Southwest Quarter of Section 31, Township 31 North, Range 12 East, Allen County, Indiana, thence North, on and along the East line of said East 56 rods, a distance of 341.75 feet to a point, thence South, by a deflection angle right of 89 degrees 59 minutes, on and along a line established by an existing parcel chain link fence line, a distance of 92.75 feet to the true point of beginning of this tract, thence South, by a deflection angle right of 89 degrees 01 minute, on and along a line established by the existing chain link fence for which this easement was created, a distance of 20 feet to a point, thence South, on and along a line established by said existing chain link fence, a distance of 14 feet to a point on the East line of the same parcel of real estate described above and conveyed by this Deed, thence North, on and along said East line, a distance of 50 feet to the point of beginning of this tract, and thence to begin at the end of the line of said existing fence, which may not be explained by the Greater herein, and by her successors in fee simple.

EXCEPT:

A part of the Southwest Quarter of Section 31, Township 31 North, Range 12 East, Allen County, Indiana, and being that part of the grantor's land lying within the right-of-way line depicted on the attached Right-of-Way Parcel Plat, marked Exhibit "B", described as follows: Beginning at a point on the North line of said section North 48 degrees 47 minutes 51 seconds West 811.23 feet then the Southwest corner of said quarter section, which point of beginning is the Southwest corner of the 0.129 acre tract of land described in Document Number 2024011328, thence North 88 degrees 47 minutes 51 seconds West 811.23 feet along said North line to the Southwest corner of the grantor's land, thence North 88 degrees 47 minutes 51 seconds West 811.23 feet along said North line to the grantor's land, thence South 88 degrees 47 minutes 51 seconds East 811.23 feet to a point on the East line of said 0.129 acre tract designated as point "A", thence East 811.23 feet to the point of beginning of this tract, and thence to begin at the end of the line of said existing fence, which may not be explained by the Greater herein, and by her successors in fee simple.

THE ABOVE DESCRIPTIONS BEING MORE PARTICULARLY DESCRIBED IN THE FOLLOWING PERMETER DESCRIPTION CREATED BY NANA A. OPOKU, R.L.S., AS FOLLOWS:

A parcel of land situated in the Fractional Southwest Quarter of Section 31, Township 31 North, Range 12 East, Allen County, Indiana and being more particularly described as follows:

Commencing at a Human Marker found by County, Indiana at the Southwest corner of the Fractional Southwest Quarter of said Section 31, thence South 88 degrees 46 minutes 52 seconds East (true) plus bearing and distance of 114.54 feet to the West line of an existing tract described in Document Number 2018020628 in the Office of the Recorder of Allen County, Indiana, also being the West line of the East 56 rods of said Southwest Quarter, thence North 88 degrees 46 minutes 52 seconds East along said West line of said existing tract, a distance of 80.04 feet to a 5/8 inch rebar with "NANAS" identification cap found at the POINT OF BEGINNING of the herein described tract, thence South 88 degrees 46 minutes 52 seconds West along the West line of said East 56 rods along the East line of a tract of land owned by The Indiana Association of Township Clerks, Inc., as described in Document Number 2015010128 in the Office of the Recorder of Allen County, Indiana, a distance of 281.19 feet to a 5/8 inch rebar with "NANAS" identification cap found at the Northeast corner of the herein described tract, thence North 88 degrees 46 minutes 52 seconds East along the North line of a parcel of land owned by The Indiana Association of Township Clerks, Inc., as described in Document Number 2015010128 in the Office of the Recorder of Allen County, Indiana, a distance of 100.89 feet to a 5/8 inch rebar with "NANAS" identification cap found at the Northeast corner of the herein described tract, thence South 88 degrees 46 minutes 52 seconds West along the West line of said East 56 rods along the East line of a tract of land owned by The Indiana Association of Township Clerks, Inc., as described in Document Number 2015010128 in the Office of the Recorder of Allen County, Indiana, a distance of 281.19 feet to a 5/8 inch rebar with "NANAS" identification cap found at the Northeast corner of the herein described tract, thence North 88 degrees 46 minutes 52 seconds East along the North line of a parcel of land owned by The Indiana Association of Township Clerks, Inc., as described in Document Number 2015010128 in the Office of the Recorder of Allen County, Indiana, a distance of 100.23 feet to the Point of Beginning. Containing 0.129 acres of land, more or less and being subject to all covenants and rights-of-way of record.

Last Deed of Record: Doc. 2024011328
Last Date of Filing: March 18, 2024

This property appears to be within Zone X on the description plate by state on Flood Insurance Rate Map Numbered 18020C (FIRM), effective August 3, 2009

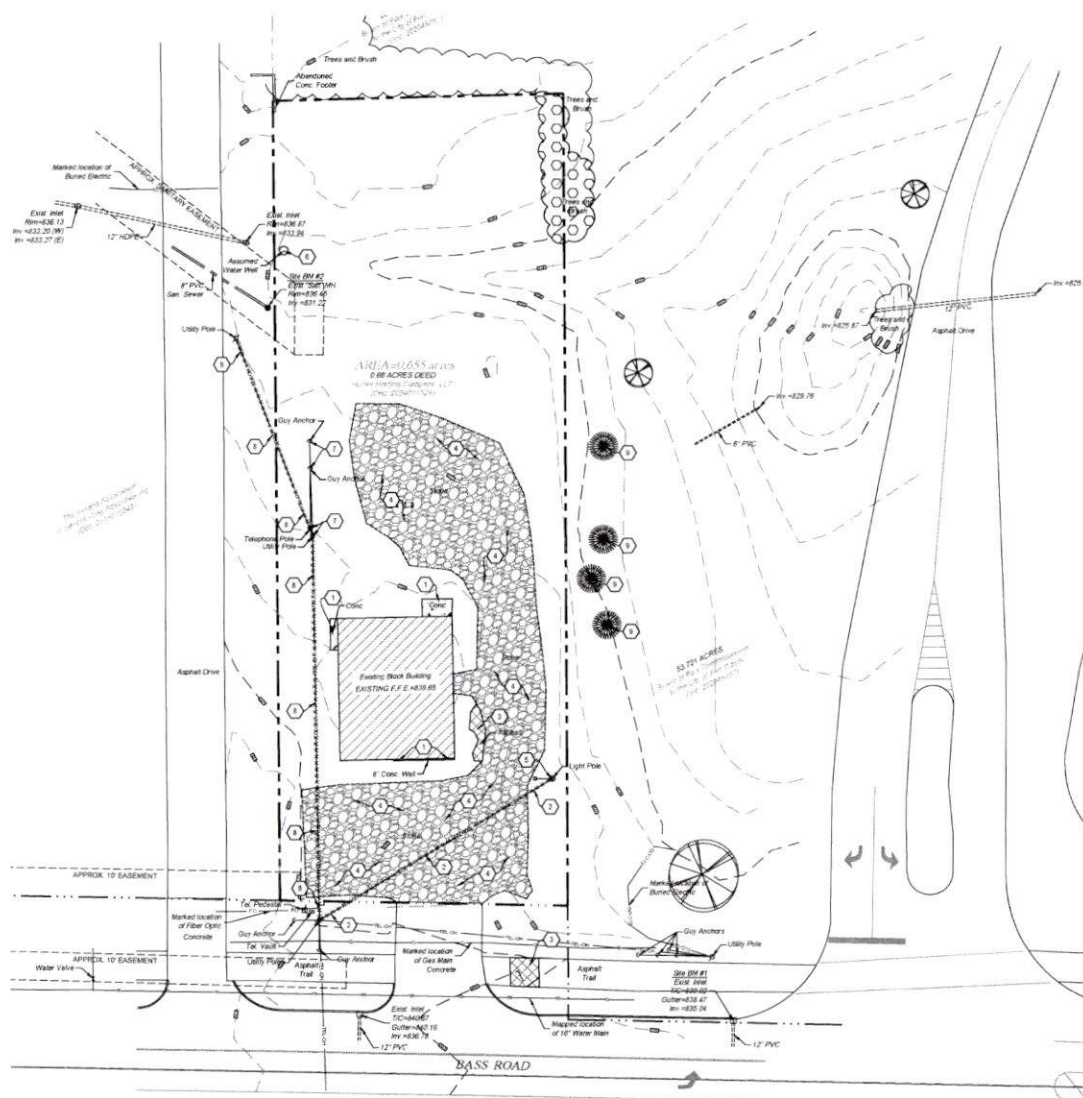
I, Joseph B. Hurdman, affirm, under the penalties for perjury, that I have taken reasonable care to obtain such local security measures as are required by law. I further certify that the information is true to the best of my information, knowledge, and belief.

Joseph B. Hurdman
Professional Surveyor
Date: 04/10/2024

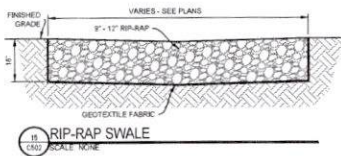


SCALE IN FEET:
0 20 40

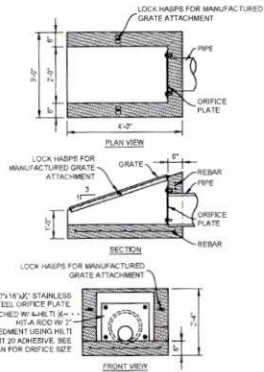
Topographical Survey			
Part of the Fractional Southwest Quarter of Section 31, Township 31 North, Range 12 East, Allen County, Indiana.			
BY: Sharon Land Surveying, Inc.	FOR: Hurley Holding Company, LLC	Drawn By: JPH	Checked By: KMP
14023 ALPAC RD, SUITE 100 FORT WAYNE, IN 46814		Scale: 1" = 20'	
TEL: 219/468-3300 / FAX: 219/468-3301		Job No.:	
Date: April 10, 2024			147-176-T



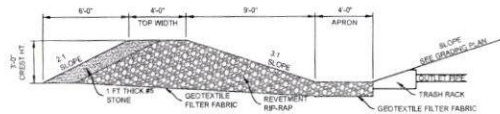
C501



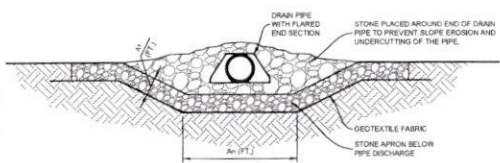
11 RIP-RAP SWALE
SCALE: NONE



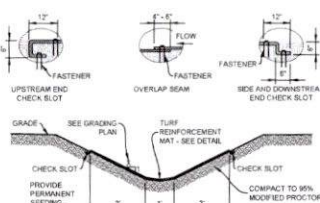
12 12" TRASH RACK W/ ORIFICE PLATE
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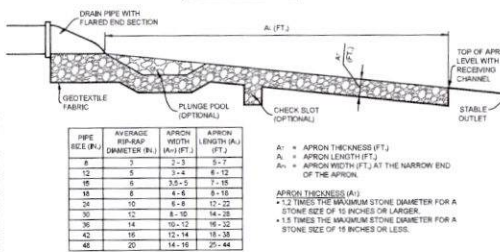
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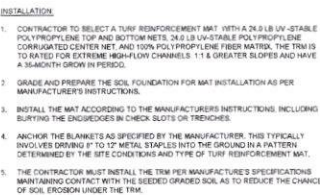
14 SEDIMAX-FR SEDIMENT CONTROL
SCALE: NONE



15 RIP-RAP DONUT
SCALE: NONE



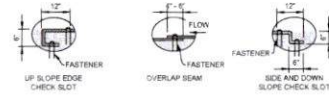
16 VEGETATED SWALE W/ TRM
SCALE: NONE



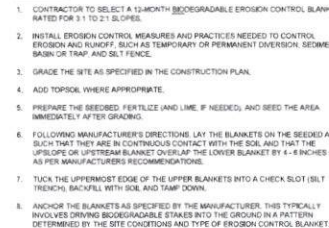
17 TURF REINFORCEMENT MAT
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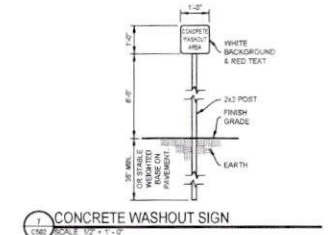
18 ENERGY DISSIPATER
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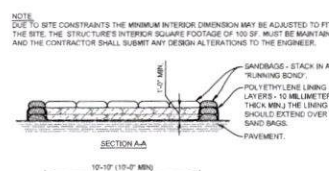
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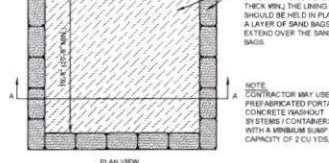
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SCALE: NONE



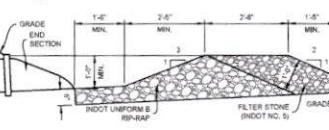
21 CONCRETE WASHOUT SIGN
SCALE: 1/2" = 1'-0"



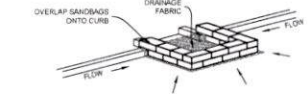
22 CONCRETE WASHOUT STRUCTURE
SCALE: 1/2" = 1'-0"



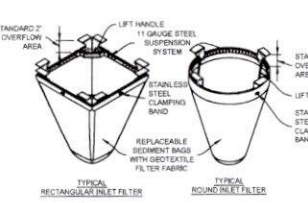
23 CONCRETE WASHOUT STRUCTURE
SCALE: 1/2" = 1'-0"



24 END SECTION INLET PROTECTION
SCALE: 1/2" = 1'-0"



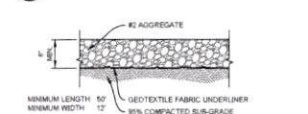
25 CURB BREAK SEDIMENT BARRIER
SCALE: NONE



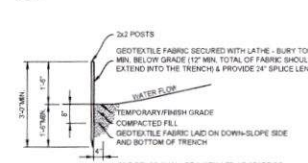
26 TYPICAL RECTANGULAR INLET FILTER
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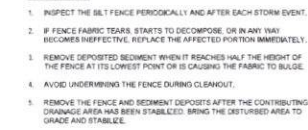
27 TYPICAL ROUND INLET FILTER
SCALE: NONE



28 PAVEMENT INLET PROTECTION
SCALE: NONE



29 CONSTRUCTION ENTRANCE
SCALE: 1/2" = 1'-0"



30 CONCRETE WASHOUT STRUCTURE
SCALE: 1/2" = 1'-0"



31 SILTY FENCE
SCALE: 1/2" = 1'-0"



HOCH
PowerH Solutions
11111 Main Street, Suite 100
Fort Wayne, Indiana 46804
P: 219.281.1234
F: 219.281.1235
www.hochsolutions.com



ENGINEERING
RESOURCES, INC.
4175 New Vision Drive, Fort Wayne, IN 46845
P: (260) 490-1021
www.enr.com

THE COOP
COFFEE + CONES
6218 Bass Road, Fort Wayne, Indiana 46818



THE COOP
COFFEE + CONES
6218 Bass Road, Fort Wayne, Indiana 46818

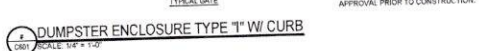
NO.	DATE	DESCRIPTION
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2	11/18/24	REVIEW COMMENTS
3	11/18/24	REVIEW COMMENTS
4	11/18/24	REVIEW COMMENTS
5	11/18/24	REVIEW COMMENTS
6	11/18/24	REVIEW COMMENTS
7	11/18/24	REVIEW COMMENTS
8	11/18/24	REVIEW COMMENTS
9	11/18/24	REVIEW COMMENTS
10	11/18/24	REVIEW COMMENTS



M. D. EDWARDS & SONS, INC.
101711
STATE OF INDIANA
PROFESSIONAL ENGINEER
No. 101711
10-18-2024

SITE EROSION DETAILS
PROJECT NUMBER: 1004-C502 SITE EROSION CONTROL
CAD FILE: 1004-C502 SITE EROSION CONTROL
DRAWN BY: 1004-C502 SITE EROSION CONTROL
CHECKED BY: 1004-C502 SITE EROSION CONTROL
SHEET NUMBER: 1004-C502 SITE EROSION CONTROL

C502



2 CASTING SCHEDULE
C101 SCALE NONE

BEDDING SPECIFICATIONS

1. FOR ROCK OR OTHER NON-COMPRESSIBLE MATERIAL, THE TRENCH SHALL BE OVER EXCAVATED A MINIMUM OF 6" AND REFILLED WITH BEDDING MATERIAL.

