

## Board of Park Commissioners Project Summary

### Indiana Michigan Power Company: Melita-Spy Run Easement Request

#### Project Approval Request

##### Scope of Work:

This request is for approval of a non-exclusive easement and right of way as presented by Indiana Michigan Power Company.

##### Board Approval/Summary:

Park staff has evaluated the attached proposed easement agreement, drafted by the Indiana Michigan Power Company, between said company and Fort Wayne Parks and Recreation. We believe this easement is necessary, appropriate, and best serves the needs of the public.

The area in which the easement is proposed is located northwest of the Historic Wells Street Bridge, consisting of a +/-0.048-acre area, as illustrated in the attached 'Exhibit A'.

Fort Wayne Parks and Recreation will accept payment for the proposed easement of \$500.00.

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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 **February 6, 2026**, to approve the above-referenced request as described in the attachments.

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

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Justin Shurley, Commissioner

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Cory Miller, Commissioner

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Richard Briley, Commissioner

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Jenna Jauch, Commissioner

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Steve McDaniel, Director

Line Name: Melita - Spy Run

Line No.: 120:092186 Easement No.: 52

EASEMENT PAYMENT SCHEDULE

THE UNDERSIGNED:

GRANTOR: Board of Park Commissioners of the City of Fort Wayne

ADDRESS: 705 E. State Blvd., Fort Wayne, Indiana 46805

HEREBY OFFER to accept amount as determined in accordance with the schedule below in full payment of the Easement and Right-of-Way for an electric transmission, distribution, and communication lines, being, in, on, over, under, through and across the land of the Undersigned situated in Section 2, Township No. 30 North, Range No. 12 East, City of Fort Wayne, Allen County, State of Indiana, under an easement dated FEB. 6, 2026 from the Undersigned to the Company, to wit:

PAYMENT SCHEDULE

Table with 2 columns: Easement Acquisition Cost Description and Items Paid. Rows include New Easement Consideration Paid - 0.048 Acres +/- = \$500.00, Sub-Totals for 942, 943, and 946, and a Total Consideration includes Initial Consideration Paid of \$500.00.

The amounts so determined are full payment for the Easement and Right-of-Way. Any construction damages will be paid separately unless noted above.

Accepted on \_\_\_\_\_, 2026

Signed on \_\_\_\_\_, 2026

Michiana Land Services, Inc., Contract Agent for: Indiana Michigan Power Company

GRANTOR Board of Park Commissioners of the City of Fort Wayne

By: \_\_\_\_\_

By: \_\_\_\_\_

Field Agent: \_\_\_\_\_

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

Title: \_\_\_\_\_

Table with 9 columns: GL, PCBU, Project BPID, Work Order, Account, Dept., CC, Act, and Attach Required W-9. It contains three rows of data for Easement Payment (\$500.00), Damage Payment (\$0.00), and Crop Payment (\$0.00).

**Line Name:** Melita – Spy Run  
**Line No.:** 120:092186 **Easement No.:** 52

**NON-EXCLUSIVE EASEMENT AND RIGHT OF WAY**

On this 6<sup>th</sup> day of February, 2026, in consideration of Ten and NO/100 Dollars (\$10.00), and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the covenants hereinafter set forth, **The Board of Park Commissioners of the City of Fort Wayne**, whose address is 705 E. State Blvd., Fort Wayne, Indiana 46805, Fort Wayne, Indiana 46805, ("Grantor"), whether one or more persons, hereby grants, transfers, and conveys to **Indiana Michigan Power Company**, a(n) Indiana corporation, a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215, ("Grantee") and its successors, assigns, lessees and tenants a permanent, non-exclusive easement and right of way ("Easement"), for electric transmission, distribution, and communication lines and appurtenant equipment and fixtures, being, in, on, over, under, through and across a portion of that certain real estate of the Grantor, situated in the State of Indiana, Allen County, City of Fort Wayne, Section 2, Township No. 30 North, Range No. 12 East (the "Real Estate").

Grantor obtained title to the Real Estate by Quitclaim Deed, Document No. 2023048436, recorded on November 6, 2023 in the Allen County Recorder's Office.

Auditor/Key/Tax Number: 02-12-02-183-002.000-074

The Easement Area is more fully described and depicted on Exhibit "A", a copy of which is attached hereto and made a part hereof ("Easement Area").

**GRANTOR FURTHER GRANTS GRANTEE THE FOLLOWING RIGHTS:**

Grantee shall have the right, now or in the future, to construct, reconstruct, operate, maintain, alter, improve, extend, remove, replace, upgrade and relocate within the Easement Area, poles, towers, structures, crossarms, guys, anchors, grounding systems, and all other appurtenant equipment and fixtures, including, without limitation, conductors, wires, and cables (collectively, the "Electrical Facilities"), and the right to engage in any related activities which may be required or reasonably necessary respecting the Electrical Facilities within the Easement Area, subject to the below conditions.

Grantee shall have the right to cut down, trim, remove and otherwise control any and all trees, overhanging branches, vegetation or brush situated within the Easement Area; or Grantor's properties adjoining the Easement Area and which pose a threat to safety, or which interfere with the Electrical Facilities, or access thereto. All such vegetation control shall be performed by mechanical means only, absent express advance written approval from Grantor, which shall not be unreasonably withheld or delayed, to employ chemical or other means of regulating vegetation in a specified area. In the event that Grantee employs chemical means of vegetation control, such chemical means shall be limited to products approved by the Environmental Protection Agency and shall be applied by a licensed commercial operator. Grantee agrees to adhere to all applicable federal, state, and local environmental laws, rules, regulations, and ordinances.

Grantee shall have the right of unobstructed ingress and egress, at any and all times, over, across and along and upon the Easement Area for the purposes enumerated herein. Except in the case of emergencies, Grantee shall notify Grantor at least twenty-four (24) hours prior to entering the Easement Area. Grantee may, with prior notice to and approval from Grantor which shall not be unreasonably withheld, enter the adjoining lands of Grantor as may be necessary for access to and from the Easement Area for the above referenced purposes. When entering the Easement Area or the adjoining lands of Grantor, Grantee shall use commercially reasonable efforts to avoid interfering with, or to minimize any unavoidable interference with, Grantor's use of the Real Estate, and upon completion of any work shall promptly restore the surface of the Easement Area, and any entered-upon adjoining lands, to the same or better condition which existed immediately prior to Grantee's entry, including but not limited to restoring grades and surfaces, laying grass seed and straw in any areas where vegetation is removed, and ensuring that the banks of any water-adjacent areas are not destabilized.

Grantee shall pay all costs related to the installation and ongoing operation, maintenance, repair, replacement, removal, and any other activities whatsoever relating to the Electrical Facilities. In addition, Grantee shall secure all required permits and approvals prior to performing any work in the Easement Area, and shall ensure that Grantee's work complies with all applicable federal, state, and local laws and regulations, including but not limited to environmental and right of way regulations.

**THIS GRANT IS SUBJECT TO THE FOLLOWING CONDITIONS:**

Prior to installing or making any Material Modifications (as defined hereinafter) to any Electrical Facilities within the Easement Area, Grantee shall submit a full and complete set of drawings, specifications, and plans ("the Project Plans") for such Electrical Facilities to Grantor for review and approval. "Material Modifications" shall include any construction, reconstruction, alteration, relocation, or other change in the footprint, alignment, location, size, type, composition, functioning, purpose, or other physical or operational deviation of the Electrical Facilities from those shown in the most recent set of Project Plans submitted for review and approval by Grantor. "Material Modifications" shall exclude routine inspections, maintenance, repairs, and like-for-like replacements of existing Electrical Facilities or components thereof.

Grantor's review of the Project Plans shall be limited to evaluating whether the Electrical Facilities may materially disrupt or interfere with the existing or planned operations on and use of the Real Estate; and on such basis, Grantor's approval shall not be unreasonably withheld, conditioned, or

delayed. If, however, Grantor determines that the proposed Electrical Facilities may disrupt or interfere with Grantor's existing or planned operations or use of the Real Estate, Grantor shall so notify Grantee and the parties shall jointly cooperate in the development of alternative plans for the proposed Electrical Facilities that will not disrupt Grantor's existing or planned operations or use of the Real Estate. Any installation or Material Modifications of the Electrical Facilities within the Easement Area, whether performed by Grantee or its employees, contractors, sub-contractors, successors, agents, or assigns, shall conform in all material respects with the final Project Plans approved by Grantor.

Grantor reserves all rights to make any lawful use of the Easement Area, including but not limited to the construction of roadways, utility facilities, and fences (provided gates are installed that adequately provide Grantee the access rights conveyed herein), so long as such uses do not create safety hazards, exceed applicable clearance requirements, or otherwise interfere with Grantee's rights under the Easement. Grantor agrees not to erect any new permanent structures or facilities, plant any new trees, or alter the ground elevation within the Easement Area absent the approval of Grantee, which shall not be unreasonably withheld, conditioned, or delayed. Grantee may remove any unpermitted structure or obstruction within the Easement Area that interferes with Grantee's use of the Easement Area. Grantee may also re-grade any alterations of the ground elevation within the Easement Area that are changed by Grantor without Grantee's prior approval.

Light poles existing within the Easement Area as of the date this document is executed by Grantor are hereby permitted by Grantee and may continue to be maintained, operated, reconstructed, altered, improved, removed, replaced, and upgraded by Grantor, not to exceed their present height. Prior to installing any new light poles within the Easement Area, or increasing the height of any existing light poles within the Easement Area, Grantor shall submit a full and complete set of drawings, specifications, and plans for such light poles to Grantee for review and approval. Grantee's review shall be limited to evaluating whether such light poles may materially disrupt or interfere with the existing or planned Electrical Facilities; and on such basis, Grantee's approval shall not be unreasonably withheld, conditioned, or delayed. If, however, Grantee determines that the proposed light poles may disrupt or interfere with Grantee's existing or planned Electrical Facilities, Grantee shall so notify Grantor and the parties shall jointly cooperate in the development of alternative plans for the proposed light poles that will not disrupt Grantee's existing or planned Electrical Facilities. Any installation or modifications of light poles within the Easement Area, whether performed by Grantor or its employees, contractors, sub-contractors, successors, agents, or assigns, shall conform in all material respects with the final drawings, specifications, and plans approved by Grantee.

Grantee warrants that at all times during normal operations of the Electrical Facilities (excluding only construction, reconstruction, alteration, relocation, or modifications reviewed and approved by Grantor as provided herein), an overhead clearance of 35' shall be maintained under all overhead facilities, underneath which Grantor shall have the right to operate and use the Real Estate for all lawful purposes not otherwise prohibited herein.

In the event that Grantee's exercise of the rights herein granted causes any damages sustained by Grantor to crops, fences, gates, irrigation and drainage systems, utility facilities, roadways, drives, lawns, or any other improvements, Grantee shall take prompt action to cure the damages or claim. In the event of non-performance of such duty to cure within thirty (30) days, Grantor may take

action to cure the damages, and Grantee shall be responsible for Grantor's costs incurred in taking such action.

All notices to either party shall be sent to the following addresses:

If to the Grantor: Board of Park Commissioners of the City of Fort Wayne  
705 E. State Blvd  
Fort Wayne, Indiana 46805

Cc: City of Fort Wayne  
Law Department  
200 East Berry Street, Suite 430  
Fort Wayne, Indiana 46802

If to the Grantee: Indiana Michigan Power  
Attn: Right of Way Supervisor  
110 E. Wayne St.  
Fort Wayne, IN 46802

Cc: American Electric Power  
Law Department  
1 Riverside Plaza  
Columbus, Ohio 43215

The failure of Grantee to exercise any of the rights granted herein, or the removal of any facilities from the Easement, shall not be deemed to constitute an abandonment or waiver of the rights granted herein.

This instrument contains the complete agreement, expressed or implied between the parties hereto and shall inure to the benefit of and be binding upon their respective successors, assigns, heirs, executors, administrators, lessees, tenants, and licensees.

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana without regard to conflict of laws principles. Venue for any legal action which may be brought hereunder shall be a court of applicable jurisdiction in Allen County, Indiana.

This Easement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

**Any remaining space on this page left intentionally blank. See next page for signatures.**

**IN WITNESS WHEREOF**, the Grantor has executed this Easement effective the day, month and year first above written.

**GRANTOR**  
Board of Park Commissioners of the City of Fort  
Wayne

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

State of Indiana                   §  
  §  
County of Allen                   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
2026, by \_\_\_\_\_, \_\_\_\_\_ of the Board of Park  
Commissioners of the City of Fort Wayne, on behalf of said agency.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
I am a resident of \_\_\_\_\_ County, \_\_\_\_\_  
Acting in the County of Allen

**IN WITNESS WHEREOF**, the Grantee has executed this Easement effective the day, month and year first above written.

**GRANTEE**  
Indiana Michigan Power Company

\_\_\_\_\_  
By: Brenda Unternaher  
Title: Transmission Right of Way Manager

State of Ohio                   §  
  §  
County of Franklin           §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, by Brenda Unternaher, Transmission Right of Way Manager of Indiana Michigan Power Company, on behalf of said company.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
I am a resident of \_\_\_\_\_ County, Ohio  
Acting in the County of Franklin

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. Thomas G. St. Pierre  
This instrument prepared by Thomas G. St. Pierre, Associate General Counsel - Real Estate, American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, OH 43215 for and on behalf of Indiana Michigan Power Company, a unit of American Electric Power.

When recorded return to: American Electric Power - Transmission Right of Way, PO Box 60, Fort Wayne, IN 46801.

# EXHIBIT "A"

**NOTES:**

THIS DRAWING WAS PREPARED FOR THE LIMITED USE OF INDIANA MICHIGAN POWER COMPANY FOR EASEMENT PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A COMPLETE SURVEY OF THE PROPERTY. ROAD RIGHT OF WAY WIDTHS ARE SHOWN PER INFORMATION OBTAINED FROM THE COUNTY OR STATE DEPARTMENT OF TRANSPORTATION UNLESS OTHERWISE NOTED.

ADJOINING LAND OWNERSHIP INFORMATION WAS OBTAINED FROM THE ALLEN COUNTY GIS SYSTEM ON THE ORIGINAL EXHIBIT DATE. NO ADDITIONAL VERIFICATION HAS BEEN PERFORMED BY THE SURVEYOR.

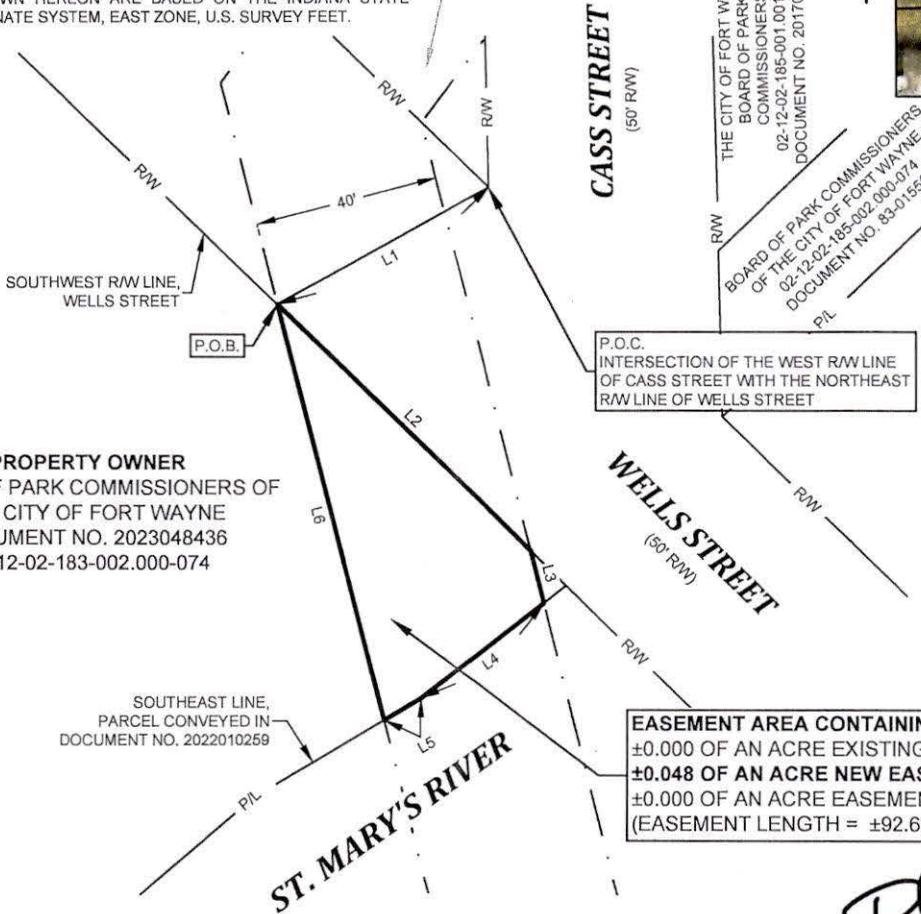
BEARINGS SHOWN HEREON ARE BASED ON THE INDIANA STATE PLANE COORDINATE SYSTEM, EAST ZONE, U.S. SURVEY FEET.

THE CITY OF FORT WAYNE,  
DEPARTMENT OF REDEVELOPMENT  
02-12-02-184-002.000-074  
DOCUMENT NO. 2022010259

THE CITY OF FORT WAYNE  
BOARD OF PARK COMMISSIONERS  
02-12-02-185-001.001-074  
DOCUMENT NO. 2017066200



**VICINITY MAP**  
NOT TO SCALE



LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	S61°05'07"W	52.25'
L2	S45°59'11"E	76.35'
L3	S14°23'29"E	11.71'
L4	S52°26'27"W	33.82'
L5	S59°28'42"W	9.27'
L6	N14°23'29"W	92.62'

**PROPERTY OWNER**  
BOARD OF PARK COMMISSIONERS OF  
THE CITY OF FORT WAYNE  
DOCUMENT NO. 2023048436  
02-12-02-183-002.000-074

P.O.C.  
INTERSECTION OF THE WEST R/W LINE  
OF CASS STREET WITH THE NORTHEAST  
R/W LINE OF WELLS STREET

**EASEMENT AREA CONTAINING ±0.048 OF AN ACRE TOTAL**  
±0.000 OF AN ACRE EXISTING EASEMENT AREA  
±0.048 OF AN ACRE NEW EASEMENT AREA  
±0.000 OF AN ACRE EASEMENT AREA WITHIN ROAD R/W  
(EASEMENT LENGTH = ±92.6')

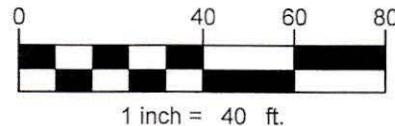
**LEGEND**

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- R.P.T. REFERENCE POINT TIE-DOWN
- (m) MEASURED
- (d) DEEDED
- RIGHT OF WAY LINE
- RW — ROAD RIGHT OF WAY LINE
- P/L — PROPERTY LINE
- ▬ EASEMENT AREA



*[Signature]*

BRIAN P. LIEBERG  
LS-20800148  
10/10/2025  
DATE



SURV PROJ. #: 230089  
LINE NAME: FULTON-SPY RUN  
LINE NUMBER: TLN385:94290  
EASEMENT NUMBER: 52

**W+ WIGHTMAN**

BENTON HARBOR, MI 269.927.0100  
KALAMAZOO, MI 269.327.3532

SOUTH BEND, IN 574.233.1841  
PLYMOUTH, IN 574.936.3469

www.gowightman.com

**INDIANA MICHIGAN POWER COMPANY**  
AN EASEMENT ACROSS THE LANDS OF  
BOARD OF PARK COMMISSIONERS OF THE CITY OF FORT WAYNE  
±0.048 OF AN ACRE  
SITUATED IN THE STATE OF INDIANA, COUNTY OF ALLEN,  
CITY OF FORT WAYNE, SECTION(S) 02, T 30 N, R 12 E

**EXHIBIT "A"**

EASEMENT DESCRIPTION

THAT PART OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 30 NORTH, RANGE 12 EAST, CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA, DESCRIBED AS: BEGINNING AT A POINT ON THE SOUTHWEST RIGHT OF WAY LINE OF WELLS STREET THAT IS 52.25 FEET SOUTH 61° 05' 07" WEST OF THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF CASS STREET WITH THE NORTHEAST RIGHT OF WAY LINE OF WELLS STREET; THENCE SOUTH 45° 59' 11" EAST ON SAID SOUTHWEST RIGHT OF WAY LINE 76.35 FEET; THENCE SOUTH 14° 23' 29" EAST 11.71 FEET TO THE SOUTHEAST LINE OF THE PARCEL OF LAND CONVEYED TO THE CITY OF FORT WAYNE DEPARTMENT OF REDEVELOPMENT, BY AND THROUGH THE FORT WAYNE REDEVELOPMENT COMMISSION, RECORDED IN DOCUMENT NUMBER 2022010259, ALLEN COUNTY RECORDS; THENCE SOUTH 59° 26' 27" WEST ON SAID SOUTHEAST PARCEL LINE 33.82 FEET; THENCE SOUTH 59° 28' 42" WEST ON SAID SOUTHEAST PARCEL LINE 9.27 FEET; THENCE NORTH 14° 23' 29" WEST 92.62 FEET TO THE POINT OF BEGINNING

BEARINGS ARE BASED ON THE INDIANA STATE PLANE COORDINATE SYSTEM, EAST ZONE, U.S. SURVEY FEET.



10/10/2025

BRIAN P. LIEBERG  
LS-20800148

DATE

SURV PROJ. #: 230089  
LINE NAME: FULTON-SPY RUN  
LINE NUMBER: TLN385:94290  
EASEMENT NUMBER: 52

**W+ WIGHTMAN**

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**INDIANA MICHIGAN POWER COMPANY**

AN EASEMENT ACROSS THE LANDS OF

BOARD OF PARK COMMISSIONERS OF THE CITY OF FORT WAYNE

±0.048 OF AN ACRE

SITUATED IN THE STATE OF INDIANA, COUNTY OF ALLEN,  
CITY OF FORT WAYNE, SECTION(S) 02, T 30 N, R 12 E

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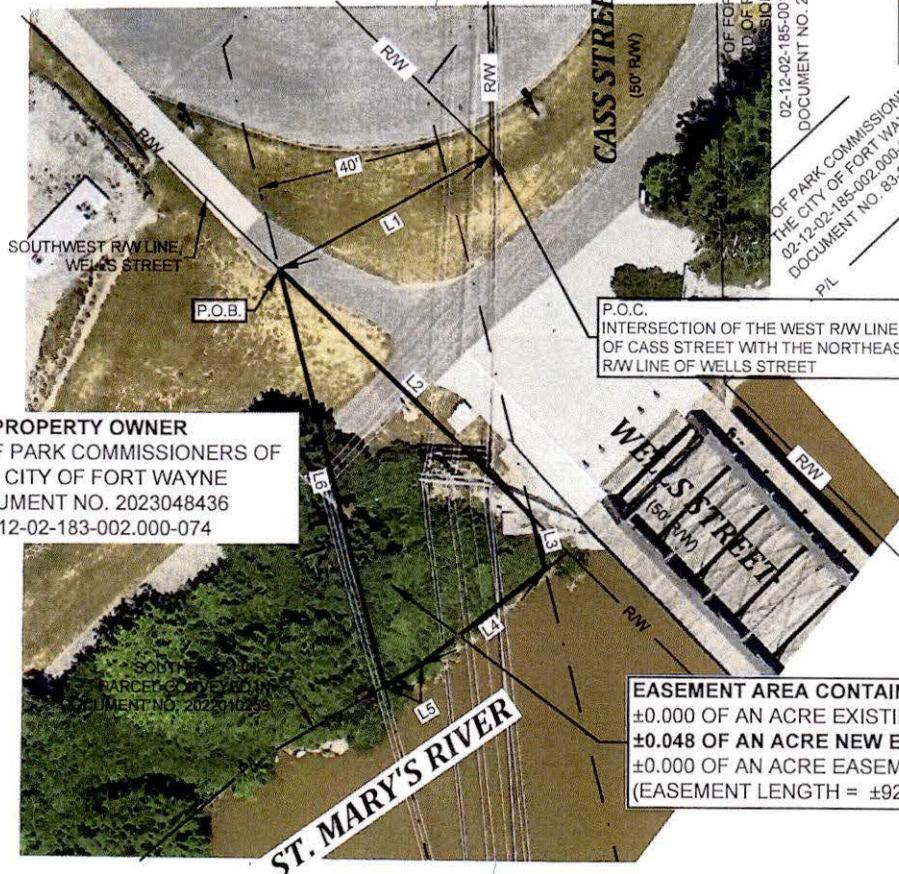
THE CITY OF FORT WAYNE,  
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THE CITY OF FORT WAYNE,  
 BOARD OF PARK COMMISSIONERS  
 02-12-02-185-001.001-074  
 DOCUMENT NO. 2017066200

THE CITY OF FORT WAYNE,  
 BOARD OF PARK COMMISSIONERS  
 02-12-02-185-002.000-074  
 DOCUMENT NO. 83-0155886



VICINITY MAP  
 NOT TO SCALE



LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	S61°05'07"W	52.25'
L2	S45°59'11"E	76.35'
L3	S14°23'29"E	11.71'
L4	S52°26'27"W	33.82'
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PROPERTY OWNER  
 BOARD OF PARK COMMISSIONERS OF  
 THE CITY OF FORT WAYNE  
 DOCUMENT NO. 2023048436  
 02-12-02-183-002.000-074

EASEMENT AREA CONTAINING ±0.048 OF AN ACRE TOTAL  
 ±0.000 OF AN ACRE EXISTING EASEMENT AREA  
 ±0.048 OF AN ACRE NEW EASEMENT AREA  
 ±0.000 OF AN ACRE EASEMENT AREA WITHIN ROAD R/W  
 (EASEMENT LENGTH = ±92.6')

AERIAL DRAWING FOR REFERENCE  
 ONLY, NOT FOR RECORDING



1 inch = 40 ft.

SURV PROJ. #: 230089  
 LINE NAME: FULTON-SPY RUN  
 LINE NUMBER: TLN385:94290  
 EASEMENT NUMBER: 52

### LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- R.P.T. REFERENCE POINT TIE-DOWN
- (m) MEASURED
- (d) DEEDED
- RIGHT OF WAY LINE
- R/W — ROAD RIGHT OF WAY LINE
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- ▭ EASEMENT AREA



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## INDIANA MICHIGAN POWER COMPANY

AN EASEMENT ACROSS THE LANDS OF

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±0.048 OF AN ACRE

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