

Board of Park Commissioners Approval Form



Fort Wayne Parks & Recreation
Kreager Park
Nipsco Easement Request Contract

Project Description

Scope of Work:

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 a period of 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 \$1,000 for this temporary easement.

Board Approval/Purpose:

The total for these services is \$ 1,000.00, as outlined on the attached Claim Release and Agreement.

At this time, I would like to request approval for the amount of \$ 1000.00 to be paid to the Board of Park Commissioners for the contract.

The Fort Wayne Parks and Recreation and the Board of Park Commissioners met to host their regularly scheduled monthly Board meeting on **April 9, 2026**, to approve the above-referenced contract, in the amount of **\$1,000.00**.

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

Justin Shurley, President

Cory Miller, Vice President

Richard Briley, Commissioner

Jenna Jauch, Commissioner

Steve McDaniel, Director / Board Secretary

TEMPORARY EASEMENT

Easement Number: 201698-01T

THIS TEMPORARY EASEMENT ("Easement") is made and entered into on _____, by and between **City of Fort Wayne Board of Park Commissioners**, owner of property with an address at 7255 North River Road, New Haven, IN 46774 ("Grantor"), and NORTHERN INDIANA PUBLIC SERVICE COMPANY LLC, an Indiana limited liability company, with offices and an address at 801 East 86th 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 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 a gas facilities 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 commence upon notification to Grantee that construction will begin, ("Commencement Date") and terminate upon completion of construction. ("Term")
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 \$1,000.00 (ONE THOUSAND Dollars) 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: Lou Otto
801 East 86th Avenue
Merrillville, Indiana 46410
Telephone: (574) 302-9228
Facsimile: (219) 647-6188

With a copy to: Kathryn A Bryan, NIPSCO Legal Counsel
NiSource Corporate Services Company
801 East 86th Avenue
Merrillville, Indiana 46410
Telephone: (219) 647-6179
Facsimile: (219) 647-6247

If to Grantor: Steve McDaniel, Director
City of Fort Wayne Parks and Recreation Department
705 E. State Boulevard
Fort Wayne, IN 46805

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.

City of Fort Wayne Board of Park Commissioners

(Sign)

(Print)

(Title)

(Date)

(Phone)

(Email)



Easement Number: 201698-01

AGREEMENT TO PAY BALANCE FOR TEMPORARY EASEMENT

With the delivery hereof, **City of Fort Wayne Board of Park Commissioners** (collectively the "Grantor") has executed and delivered to Northern Indiana Public Service Company LLC, an Indiana limited liability company ("NIPSCO"), a **Temporary Easement for Gas Facilities** in connection with the **2026 Casing Removal** (the "Project"), for the real property identified by property identification number(s) **02-13-03-200-008.000-077**, located in **Allen County, Indiana** (the "Property"), for the total agreed upon consideration in the amount of ONE THOUSAND and 00/100 Dollars (\$ 1,000.00), in full payment and satisfaction for the foregoing easement. Grantor hereby accepts all obligations to pay 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 forty-five (45) business days from the date Grantor has signed, which payment may be made by check, payable to the Grantor and addressed to the following address via United States mail:

SPECIAL HANDLING REQUESTED

Payee: City of Fort Wayne Board of Park Commissioners

Street Address: 705 E State Boulevard.

City, State, Zip: Fort Wayne, IN 46819

Attn: _____

NORTHERN INDIANA PUBLIC SERVICE COMPANY LLC

NIPSCO Signature: _____ Contract Field Agent Initials (if applicable): _____

Printed Name: _____ Printed Name: _____

Dated: _____, 2026 Dated: _____, 2026

GRANTOR: City of Fort Wayne Board of Park Commissioners

Grantor Signature: _____ Title: _____

Printed Name: _____

Dated: _____, 2026

Tenant Signature (if applicable): _____

Printed Name: _____

Dated: _____, 2026

See Compensation Worksheet for further detail (if checked).

For NIPSCO Use Only:

Contract Agent Name: _____

WO Number: WO71550-59

HRI: 366162

EXHIBIT A

Owner: Fort Wayne City Of Board of Park Comissioners
Parcel ID: 02-13-03-200-008.000-077
Site Address: 7255 North River Road, New Haven, IN 46774

