

Board of Park Commissioners Project Summary

W. Jefferson Blvd Storm Outfall at Swinney Park Utility Easement Agreement and Memorandum of Understanding

Project Approval Request

Scope of Work: This request is for approval of a non-exclusive Utility Easement Agreement and Memorandum of Understanding with Fort Wayne City Utilities for the West Jefferson Boulevard storm outfall at Swinney Park.

Board Approval/Summary:

Fort Wayne City Utilities is proposing to install the West Jefferson Boulevard storm outfall along the southern boundary of Swinney Park and has prepared an MOU and easement for the work.

Park staff have evaluated the attached Utility Easement Agreement and MOU between City Utilities and Parks and Recreation. We believe this easement and the associated work are necessary, appropriate, and best serve the needs of the public. Fort Wayne Parks and Recreation will not be responsible for any funding associated with this easement, nor will we require payment for the proposed easement.

The agreement defines responsibilities associated with any damage to the property that may occur as a result of access and/or construction activities, as well as long-term maintenance responsibilities. An exhibit illustrating the extent of impact within the park is included.

The MOU defines responsibilities for both parties in regard to the replanting of trees following the W Jefferson Blvd Storm Outfall project.

The Fort Wayne Parks and Recreation and the Board of Park Commissioners met to host their regularly scheduled monthly Board meeting on **September 10, 2026**, to approve the above-referenced request 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.

Justin Shurley, Commissioner

Cory Miller, Commissioner

Richard Briley, Commissioner

Jenna Jauch, Commissioner

Steve McDaniel, Director, Board Secretary

UTILITY EASEMENT AGREEMENT

Project Number: 83779;
Project Name: W Jefferson Blvd Storm Outfall;
Cross Reference Document: Deed Record 124, Pages 262-268

THIS UTILITY EASEMENT AGREEMENT ("Agreement") is entered into this _____ day of _____, 20__, by and between **Fort Wayne Board of Park Commissioners**, ("Grantor") and the **City of Fort Wayne, Indiana** ("Grantee").

RECITALS

- A. Grantor is the owner in fee simple of certain real property ("Real Estate") located in the City of Fort Wayne, Indiana, described in the deed(s) recorded at the Cross Reference Document(s) listed above in the Office of the Recorder of Allen County, Indiana.
- B. Grantor has agreed to grant permanent and temporary easements and rights-of-way (the "Easement") to Grantee, across, over, under, through, and on top of the Real Estate, as described in Exhibit "A," and depicted in Exhibit "B," all attached hereto and made part of this Agreement by this reference, for the purposes set out in this Agreement.

AGREEMENT

In consideration of the foregoing and the mutual covenants and agreements set forth in this Agreement, and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, the parties hereto agree as follows:

1. Permanent Easement Grant: Grantor hereby grants, warrants, and conveys to Grantee a permanent, non-exclusive utility easement across, over, under, through and on top of the Easement for use by Grantee in constructing, installing, operating, maintaining, repairing, and reconstructing, within, under, or on top of the Easement, sewer pipes, manholes, valves, surface drains, storm sewers, drains, potable water lines, valves and valve boxes, meters and meter boxes, and any

other related utility equipment, structures or materials which are designated by Grantee as public utility improvements (collectively "Public Utility Improvements") to be placed under the Grantee's jurisdiction, control, and supervision.

2. Temporary Easement Grant: Grantor hereby grants, warrants, and conveys to Grantee a temporary, non-exclusive easement for construction across, over, under, through and on top of the Easement for use by Grantee in constructing, and installing the public utility improvements.
3. Access Rights: Grantee, including Grantee's agents, employees, contractors, sub-contractors, and assigns, have the rights of ingress and egress within the Easement at all times for the purposes described in Paragraph 1 herein. Grantee shall provide reasonable notice of entry when practicable to Grantor prior to entering upon the Easement for such purposes, and when entering on the Easement the Grantee shall use Grantee's best efforts to minimize interference with Grantor's use of the Real Estate.
4. Permissible Improvements Within Easement: Grantor may install asphalt, concrete, blacktop, and other pavement, curbs, grass, trees, and plantings with shallow root systems. Small temporary structures are permissible within the Easement. Grantee shall have the right to remove any temporary structure, asphalt, concrete, blacktop, other pavement, or any impediment that is present within or on top of the Easement, if Grantee finds it reasonably necessary to do so in order to access the Public Utility Improvements. Grantee may also remove individual trees if necessary to access the Public Utility Improvements. Grantee shall make all commercially reasonable efforts to minimize the number of trees removed from the Property. Each tree removed from the Property shall be replaced by Grantee upon completion of Grantee's work, and Grantee shall maintain each replaced tree for the full duration of Grantee's one-year warranty period (minimum of one full growing season) following any such work, and shall pay all costs in connection with such maintenance. Grantee agrees to repair or pay the Grantor for actual damages sustained by Grantor in accordance with Paragraph 6.

5. Non-Permissible Improvements Within Easement: Except as provided in paragraph 3 above, nothing shall be placed in, on, over or under the Easement, whether by Grantor, with Grantor's knowledge, or after Grantor's ratification after the fact, which will obstruct or interfere with the purpose of the Easement, or with Grantee's access to the Easement, or with Grantee's access to the Public Utility Improvements, unless such placement has been authorized in writing in advance by Grantee. Whether or not an action, the placement of, or the construction of an item or material obstructs or interferes with the purpose of or access to the Easement or Public Utility Improvements is a fact to be determined by the Grantee. This restriction also applies to actions, materials, and/or other items placed outside of the Easement that affect Grantee's access to the Easement or the Public Utility Improvements.
- 5a. Grantee may remove any unauthorized obstruction or impediment placed in, on, over, under, or outside of the Easement without obligation to restore or replace said unauthorized obstruction or impediment. Grantee shall have no duty to restore any disturbance or damage caused to the Real Estate that may occur during the removal of any such unauthorized obstruction or impediment. If Grantee removes any such unauthorized obstruction or impediment, Grantor shall reimburse Grantee for Grantee's reasonable costs and fees associated with said removal.
- 5b. Grantee may choose to have Grantor remove any unauthorized obstruction or impediment solely at Grantor's cost and expense.
6. Maintenance: Grantee shall provide and shall pay all costs in connection with functional maintenance of the Public Utility Improvements within the Easement as determined by the Grantee in order to assure adequate functioning of the Public Utility Improvements, which for purposes of this paragraph include permeable pavement and associated drainage system. Grantee shall maintain each tree replaced on the Property following the initial installation of the Public Utility Improvements for the full duration of Grantee's one-year warranty period (minimum of one full growing season) following such initial installation work, and shall pay all costs in connection with such maintenance. Otherwise, Grantee shall not be liable for general maintenance of the Easement. Grantor shall be

liable for general maintenance of the Easement, including mowing and compliance with paragraphs 3 and 4 above.

7. Damages Caused by Grantee: Grantee agrees to repair or pay the Grantor for actual damages sustained by Grantor to fences, gates, irrigation and drainage systems, curbs, drives, parking areas, sidewalks, lawns, signs, and crops that are permitted herein, when such damages arise out of Grantee's exercise of the rights herein granted.

7a. Grantee agrees to restore the surface of the Easement to substantially the condition in which the surface of the Easement was found immediately prior to Grantee's entry onto the Easement for purposes of this Agreement, subject to paragraph 7 below.

7b. In the event of any damage to any land, crops, livestock, improvements, or the environment, within or outside of the Easement, caused by Grantee's assigns, agents, contractors, or sub-contractors [hereinafter referred to as "Independent Contractor(s)"], Grantee shall make prompt and diligent efforts to hold accountable such Independent Contractor(s) that is/are responsible for the damage or claim. In the event of non-performance by the Grantee's Independent Contractor(s) within thirty (30) days, Grantee, shall, at Grantee's discretion, either (1) take action to cure the damage or claim, or (2) request action by the Independent Contractor(s)' performance bond agent(s) to cure the damage or claim. Otherwise, Grantee shall not be responsible or liable for any such claims.

8. Construction Plan Compliance: Grantor understands that any construction, installation, operation, maintenance, repairs, or reconstruction of the Public Utility Improvements may be performed by an employee, contractor, or sub-contractor of Grantee, and as such, any such work, including restoration of the Easement after the aforementioned work is complete, shall comply with the drawings, specifications, and plans that Grantee possesses for said work. Upon written request from Grantor, Grantee shall submit a copy of said drawings, specifications, or plans to Grantor.

9. Indemnity

9a. Grantor's Indemnity of Grantee: Grantor agrees to indemnify and hold harmless the Grantee, including Grantee's agents, employees, contractors and assigns, from and against any and all claims against the Grantee for direct damages, injuries, losses, demands or costs arising out of or in any manner associated with Grantor's possession, control, operation, use or maintenance of the Real Estate and/or the Easement, except for any claims arising as a result of Grantee's negligent or intentional acts or omissions, to the extent permitted by law.

9b. Grantee's Indemnity of Grantor: Grantee agrees to indemnify and hold harmless the Grantor, including Grantor's agents, employees, contractors and assigns, from and against any and all claims against the Grantor for direct damages, injuries, losses, demands or costs arising as a result of Grantor's negligent or intentional acts or omissions, to the extent permitted by law.

10. Limitation of Indemnity: The indemnification provided herein pursuant to paragraph 8 is limited to indemnity for direct damages and expressly excludes indemnification for special, consequential, punitive, and incidental damages.
11. Continuing Effect: The terms and provisions of this Agreement shall be binding upon the Grantor, including the Grantor's heirs, legal representatives, successors, nominees and assigns, and shall run with the Real Estate. Any subsequent sale or transfer of the Real Estate shall be subject to this Agreement. This Agreement is subject to all prior easements and other encumbrances of record.
12. Grantor's Use: Except as to the rights granted in this Agreement, Grantor shall have the full use and control of the Easement.
13. Amendments: This Agreement may only be amended by prior written consent signed by Grantor and Grantee.
14. Notices: All notices to either party shall be sent to the following addresses:

If to the Grantor: **Fort Wayne Board of Park Commissioners**

705 E. State Blvd
Fort Wayne, Indiana 46805

If to the Grantee: City Utilities Engineering
200 E. Berry St., Suite 250
Fort Wayne, Indiana
46802

15. Either party to this Agreement may change their respective address by mailing notice of same to the other party via certified mail.
16. Governing Law: The laws of the State of Indiana shall govern this Agreement.
17. Grantor's Covenant of Ownership: Grantor covenants that Grantor is the lawful owner of the Real Estate, that Grantor is freely and lawfully granting the easement rights herein, and that Grantor has full right and power to convey the same.
18. Incorporation of Recitals: All recitals set forth at the outset of this Agreement are incorporated herein by this reference and are true.
19. Entire Agreement: The eight (8) pages of this Agreement, along with the attached Exhibit(s) "A," and "B," comprise the entire Agreement made between the City of Fort Wayne, Indiana, and **Fort Wayne Board of Park Commissioners**, on this date.

IN TESTIMONY WHEREOF, witness the signature of Grantor on this ____ day of _____, 20__.

GRANTOR: Fort Wayne Board of Park Commissioners

Signature: _____ (must be signed in front of a Notary Public)
Justin Shurley, Commissioner

Signature: _____ (must be signed in front of a Notary Public)
Cory Miller, Commissioner

Signature: _____ (must be signed in front of a Notary Public)
Richard Briley, Commissioner

Signature: _____ (must be signed in front of a Notary Public)
Jenna Jauch, Commissioner

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF INDIANA)

)

COUNTY OF ALLEN) SS:

Before me, a Notary Public in and for said County and State, personally appeared **Justin Shurley, Cory Miller, Richard Briley, and Jenna Jauch**, on behalf of **Fort Wayne Board of Park Commissioners** and acknowledged the execution of the foregoing **Utility Easement Agreement** as a voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and seal this ____ day of _____, 20__.

Notary Public Signature

Notary Public Printed Name

My Commission Expires: _____

My County of Residence: _____

GRANTEE: City of Fort Wayne, Indiana

Date: _____

Seth Weinglass, Program Manager
Capital Project Services – Fort Wayne City Utilities, on behalf of the City of Fort Wayne,
Indiana, Board of Public Works

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared **Seth Weinglass**, Program Manager – Capital Project Services – Fort Wayne City Utilities, on behalf of the City of Fort Wayne, Indiana, Board of Public Works, and acknowledged the execution of the foregoing **Utility Easement Agreement**.

WITNESS my hand and seal this ____ day of _____, 20__.

Notary Public Signature

Notary Public Printed Name

My County of Residence: _____

My Commission Expires: _____

Prepared by Seth Weinglass, Program Manager, Capital Project Services, Fort Wayne City Utilities, Citizens Square, Suite 250, 200 E. Berry Street, Fort Wayne, Indiana 46802 / Telephone: 260-427-1330.

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. Seth Weinglass

Exhibit "A"

Permanent Easement Legal Description

BEING PART OF THE NORTH HALF OF SECTION 10, TOWNSHIP 30 NORTH, RANGE 12 EAST, WAYNE TOWNSHIP, ALLEN COUNTY, INDIANA, AS SHOWN ON AN EASEMENT EXHIBIT COMPLETED BY BERTSCH FRANK & ASSOCIATES, AND CERTIFIED BY JACOB M. SHINNEMAN (P.S.#22100006) ON SEPTEMBER 01, 2026 UNDER PROJECT NUMBER 24155.200; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF THE CSX TRANSPORTATION RAILROAD AND THE WEST RIGHT-OF-WAY LINE OF SWINNEY PARK PLACE WEST; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE NORTH 01 DEGREES 57 MINUTES 00 SECONDS WEST, (NAD83 INDIANA STATE PLANE, ZONE EAST GRID AND BASIS OF BEARINGS TO FOLLOW), 7.61 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT; THENCE SOUTH 89 DEGREES 37 MINUTES 33 SECONDS WEST, 647.54 FEET; THENCE NORTH 72 DEGREES 38 MINUTES 14 SECONDS WEST, 200.56 FEET; THENCE SOUTH 79 DEGREES 56 MINUTES 43 SECONDS WEST, 178.14 FEET; THENCE SOUTH 86 DEGREES 58 MINUTES 00 SECONDS WEST, 325.73 FEET; THENCE NORTH 01 DEGREES 18 MINUTES 10 SECONDS WEST, 41.52 FEET; THENCE NORTH 86 DEGREES 58 MINUTES 00 SECONDS EAST, 377.44 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 42 SECONDS EAST, 29.44 FEET TO SOUTH RIGHT-OF-WAY LINE OF WEST JEFFERSON BOULEVARD ALSO BEING THE POINT OF CURVATURE OF A CURVE WITH A RADIUS OF 567.00 FEET AND A 29.78 FOOT CHORD WHICH BEARS SOUTH 84 DEGREES 35 MINUTES 16 SECONDS EAST; THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 29.78 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 00 SECONDS EAST, 26.09 FEET; THENCE NORTH 80 DEGREES 04 MINUTES 01 SECONDS EAST, 73.02 FEET TO SAID RIGHT-OF-WAY LINE AND THE POINT OF CURVATURE OF A CURVE WITH A RADIUS OF 567.00 FEET AND A 30.11 FOOT CHORD WHICH BEARS SOUTH 74 DEGREES 09 MINUTES 31 SECONDS EAST; THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 30.11 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE SOUTH 72 DEGREES 38 MINUTES 14 SECONDS EAST, 132.39 FEET TO THE POINT OF CURVATURE OF A CURVE WITH A RADIUS OF 633.00 FEET AND A 355.74 FOOT CHORD WHICH BEARS SOUTH 88 DEGREES 57 MINUTES 24 SECONDS EAST; THENCE ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 360.59 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 33 SECONDS EAST, 349.99 FEET TO THE WEST RIGHT-OF-WAY LINE OF SWINNEY PARK PLACE WEST; THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 01 DEGREES 57 MINUTES 00 SECONDS EAST, 30.00 FEET TO POINT OF BEGINNING, CONTAINING 0.891 ACRES MORE OR LESS.



Jacob M. Shinneman
JACOB M. SHINNEMAN, P.L.S.
INDIANA REGISTERED LAND SURVEYOR NO. 22100006

THIS DESCRIPTION WAS PREPARED FOR CITY OF FORT WAYNE BY BERTSCH-FRANK & ASSOCIATES, LLC. AND CERTIFIED BY JACOB M. SHINNEMAN, P.L.S. INDIANA REGISTERED LAND SURVEYOR NO. 22100006

 BERTSCH-FRANK & ASSOCIATES LAND SURVEYING & CONSULTING LAND PLANNING LAND SURVEYING 811 LAWRENCE DRIVE FORT WAYNE, IN 46804 PHONE: (260) 459-9393 FAX: (260) 459-9303	Fort Wayne Board of Parks Easement Exhibit "A" W. Jefferson Blvd. Fort Wayne, Indiana	REVISIONS			CAD FILE: 24155.200_esmts.dwg
		MARK	DATE	DESCRIPTION	DRAWN BY: JMS CHECKED BY: ZLS DATE: 09/01/2026 PRJCT. NO.: 24155.200

Exhibit "A"

Construction Easement Legal Description

BEING PART OF THE NORTH HALF OF SECTION 10, TOWNSHIP 30 NORTH, RANGE 12 EAST, WAYNE TOWNSHIP, ALLEN COUNTY, INDIANA, AS SHOWN ON AN EASEMENT EXHIBIT COMPLETED BY BERTSCH FRANK & ASSOCIATES, AND CERTIFIED BY JACOB M. SHINNEMAN (P.S.#22100006) ON SEPTEMBER 01, 2026 UNDER PROJECT NUMBER 24155.200; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF THE CSX TRANSPORTATION RAILROAD AND THE WEST RIGHT-OF-WAY LINE OF SWINNEY PARK PLACE WEST; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE SOUTH 89 DEGREES 19 MINUTES 19 SECONDS WEST, (NAD83 INDIANA STATE PLANE, ZONE EAST GRID AND BASIS OF BEARINGS TO FOLLOW), 613.78 FEET; THENCE NORTH 72 DEGREES 38 MINUTES 14 SECONDS WEST, 236.23 FEET; THENCE SOUTH 79 DEGREES 56 MINUTES 43 SECONDS WEST, 180.79 FEET; THENCE SOUTH 71 DEGREES 12 MINUTES 20 SECONDS WEST, 34.29 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, 201.78 FEET; THENCE SOUTH 80 DEGREES 09 MINUTES 00 SECONDS WEST, 85.33 FEET; THENCE NORTH 02 DEGREES 27 MINUTES 10 SECONDS WEST, 72.24 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF WEST JEFFERSON BOULEVARD; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 84 DEGREES 39 MINUTES 34 SECONDS EAST, 9.36 FEET; THENCE NORTH 87 DEGREES 32 MINUTES 50 SECONDS EAST, 365.78 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 11.11 FEET TO SAID RIGHT-OF-WAY LINE, BEING ALSO THE POINT OF CURVATURE OF A CURVE WITH A RADIUS OF 567.00 FEET AND A 36.06 FOOT CHORD WHICH BEARS SOUTH 84 DEGREES 16 MINUTES 14 SECONDS EAST; THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 36.06 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 07 SECONDS EAST, 7.63 FEET; THENCE SOUTH 85 DEGREES 35 MINUTES 24 SECONDS EAST, 65.90 FEET TO SAID RIGHT-OF-WAY AND A POINT OF CURVATURE OF A CURVE WITH A RADIUS OF 567.00 FEET AND A 30.11 FOOT CHORD WHICH BEARS SOUTH 74 DEGREES 09 MINUTES 31 SECONDS EAST; THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 30.11 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY SOUTH 72 DEGREES 38 MINUTES 14 SECONDS EAST, 132.39 FEET TO THE POINT OF CURVATURE OF A CURVE WITH A RADIUS OF 633.00 FEET WITH A 357.76 FOOT CHORD WHICH BEARS SOUTH 89 DEGREES 03 MINUTES 08 SECONDS EAST; THENCE ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 362.71 FEET; THENCE NORTH 89 DEGREES 19 MINUTES 19 SECONDS EAST, 347.89 FEET TO THE WEST RIGHT-OF-WAY LINE OF SWINNEY PARK PLACE WEST; THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 01 DEGREES 57 MINUTES 00 SECONDS EAST, 40.01 FEET TO THE POINT OF BEGINNING, CONTAINING 1.255 ACRES MORE OR LESS.



Jacob M. Shinneman
JACOB M. SHINNEMAN, P.L.S.
INDIANA REGISTERED LAND SURVEYOR NO. 22100006

THIS DESCRIPTION WAS PREPARED FOR CITY OF FORT WAYNE BY BERTSCH-FRANK & ASSOCIATES, LLC. AND CERTIFIED BY JACOB M. SHINNEMAN, P.L.S. INDIANA REGISTERED LAND SURVEYOR NO. 22100006

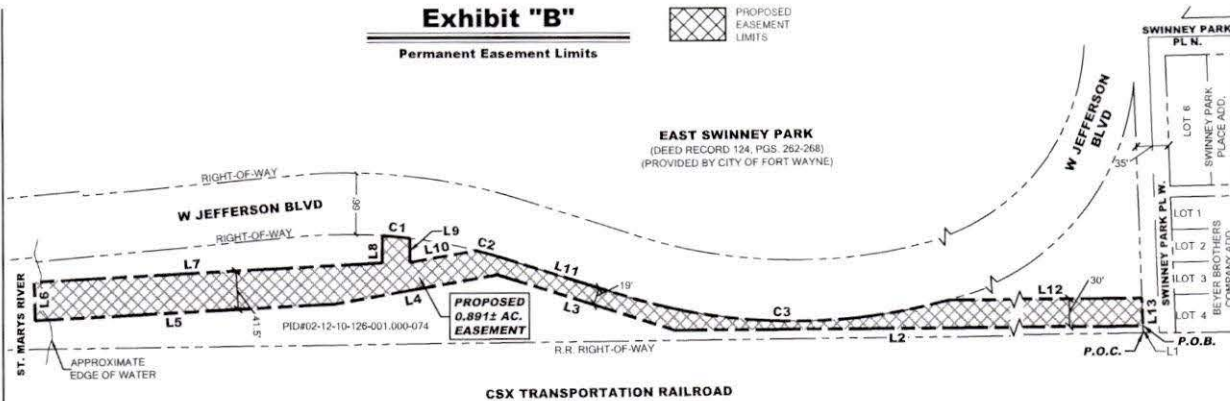
BFA BERTSCH-FRANK & ASSOCIATES LAND SURVEYING & CONSULTING LAND PLANNING LAND SURVEYING 811 LAWRENCE DRIVE FORT WAYNE, IN 46804 PHONE: (260) 459-9393 FAX: (260) 459-9303	Fort Wayne Board of Parks Easement Exhibit "A" W. Jefferson Blvd. Fort Wayne, Indiana	REVISIONS			CAD FILE: 24155.200_esmts.dwg
		MARK	DATE	DESCRIPTION	DRAWN BY: JMS CHECKED BY: ZLS DATE: 09/01/2026 PRJCT. NO.: 24155.200

Exhibit "B"

Permanent Easement Limits



EAST SWINNEY PARK
(DEED RECORD 124, PGS. 262-268)
(PROVIDED BY CITY OF FORT WAYNE)



BERTSCH-FRANK & ASSOCIATES
LAND SURVEYING & CONSULTING

LAND SURVEYING
TELEPHONE: (260) 459-8993
FACSIMILE: (260) 459-8993

BFA

LAND PLANNING
811 LAWRENCE DRIVE
FORT WAYNE, IN 46804

**Fort Wayne Board of Parks
Easement Exhibit "B"
W. Jefferson Blvd.
Fort Wayne, Indiana**

Line Table

Line #	Length	Direction
L1	7.61'	N01°57'00"W
L2	647.54'	S89°37'33"W
L3	200.56'	N72°38'14"W
L4	178.14'	S79°56'43"W
L5	325.73'	S86°58'00"W
L6	41.52'	N01°18'10"W
L7	377.44'	N86°58'00"E
L8	29.44'	N00°04'42"E
L9	26.09'	S00°04'00"E
L10	73.02'	N80°04'01"E
L11	132.39'	S72°38'14"E
L12	349.99'	N89°37'33"E
L13	30.00'	S01°57'00"E

Curve Table

Curve #	Length	Radius	Chord B.	Chord L.
C1	29.78'	567.00'	S84°35'16"E	29.78'
C2	30.11'	567.00'	S74°09'31"E	30.11'
C3	360.59'	633.00'	S88°57'24"E	355.74'



Easement Exhibit

SCALE: 1" = 100'

Easement Notes:

1. BEING A PART OF THE SAME PROPERTY CONVEYED TO CITY OF FORT WAYNE BOARD OF PARK COMMISSIONERS IN THE OFFICE OF ALLEN COUNTY RECORDER.
2. PART OF TAX PARCEL: 02-12-10-126-001.000-074
3. THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RE-TRACEMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY OR A SURVEYOR LOCATION REPORT.

I HEREBY CERTIFY THAT THIS PLAT WAS MADE UNDER MY SUPERVISION AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

AND I AFFIRM, UNDER THE PENALTIES OF PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.



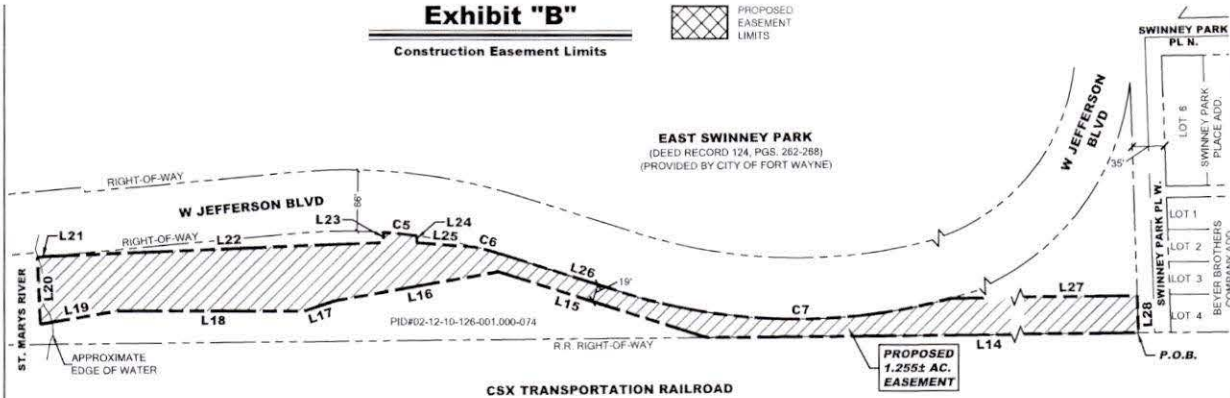
Jacob M. Shinneman
JACOB M. SHINNEMAN, P.L.S.
INDIANA REGISTERED LAND SURVEYOR NO. 221060006

REVISIONS

MARK	DATE	DESCRIPTION

CAD FILE: 24155.2_Exhibits.dwg
DRAWN BY: JMS
CHECKED BY: ZLS
DATE: 09/01/2026
PRJCT. NO.: 24155.200

Construction Easement Limits



Line Table		
Line #	Length	Direction
L14	613.78'	S89°19'19"W
L15	236.23'	N72°38'14"W
L16	180.79'	S79°56'43"W
L17	34.29'	S71°12'20"W
L18	201.78'	S89°59'50"W
L19	85.33'	S80°09'00"W
L20	72.24'	N02°27'10"W
L21	9.36'	N84°39'34"E
L22	365.78'	N87°32'50"E
L23	11.11'	N00°00'00"W
L24	7.63'	S00°10'07"E
L25	65.90'	S85°35'24"E
L26	132.39'	S72°38'14"E
L27	347.89'	N89°19'19"E
L28	40.01'	S01°57'00"E

Curve #	Length	Radius	Chord B.	Chord L.
C5	36.06'	567.00'	S84°16'14"E	36.06'
C6	30.11'	567.00'	S74°09'31"E	30.11'
C7	362.71'	633.00'	S89°03'08"E	357.76'



SCALE: 1" = 100'

1. BEING A PART OF THE SAME PROPERTY CONVEYED TO CITY OF FORT WAYNE BOARD OF PARK COMMISSIONERS IN THE OFFICE OF ALLEN COUNTY RECORDER,

2. PART OF TAX PARCEL 02-12-10-128-001.000-074

3. THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RE-TRACEMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY OR A SURVEYOR LOCATION REPORT.

02-12-10-128-001.000-074
JACOB M. SHINNARD
00000
LS221 Number

I HEREBY CERTIFY THAT THIS PLAT WAS MADE
UNDER MY SUPERVISION AND IS CORRECT TO THE
BEST OF MY KNOWLEDGE AND BELIEF.

AND I AFFIRM, UNDER THE PENALTIES OF PERJURY,
THAT I HAVE TAKEN REASONABLE CARE TO REDACT
EACH SOCIAL SECURITY NUMBER IN THIS
DOCUMENT, UNLESS REQUIRED BY LAW.



EDACT



JACOB M. SHINNEMAN, P.L.S.
INDIANA REGISTERED LAND SURVEYOR NO. 22100006

LAND SURVEYING
TELEPHONE: (260) 459-9393
FACSIMILE: (260) 459-9303



**Fort Wayne Board of Parks
Easement Exhibit "B"
W. Jefferson Blvd.
Fort Wayne, Indiana**

MARK	DATE	DESCRIPTION

CAD FILE: 24155.2_Eamts.dwg
DRAWN BY: JMS
CHECKED BY: ZLS
DATE: 09/01/2026
PRJCT. NO.: 24155.200

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE DIVISION OF CITY UTILITIES AND
THE PARKS AND RECREATION DEPARTMENT
CITY OF FORT WAYNE, INDIANA**

This Memorandum of Understanding (MOU) is made and entered into this _____ day of _____, 2026, by and between the Division of City Utilities by and through its Board of Stormwater Management and the Parks and Recreation Department by and through its Board of Park Commissioners regarding the replanting of trees following the W Jefferson Blvd Storm Outfall project.

WHEREAS, the Parks and Recreation Department owns the property on which the W Jefferson Blvd Storm Outfall project will take place; and,

WHEREAS, the Division of City Utilities agrees to restore the area disturbed by the W Jefferson Blvd Storm Outfall project with new tree plantings.

NOW THEREFORE, the Board of Stormwater Management and the Board of Park Commissioners for the City of Fort Wayne do hereby resolve the following agreements and understandings with respect to the replanting of trees following the W Jefferson Blvd Storm Outfall project.

Division of City Utilities Obligations:

- City Utilities will prepare bid documents for the Parks and Recreation Department to review and provide agreement with the developed construction plans and contract documents.
- City Utilities will bid the project and enter into a construction contract for the project. The replanting will be scheduled to be completed in the fall following the completion of the W Jefferson Blvd Storm Outfall project.
- City Utilities will manage the construction contract and pay for the construction costs.
- City Utilities will allow Parks and Recreation Department staff and representatives to access the site for monitoring as required per the contract documents.
- City Utilities will include in the construction contract one (1) year warranty period for maintenance of the tree plantings.
- City Utilities will monitor and maintain the four mitigation trees as required by the Indiana Department of Natural Resources permit # FW-33551-0 for the time of the warranty period (minimum of 1 full growing season).

Parks and Recreation Department Obligations:

- Parks and Recreation Department will agree to both permanent and temporary easements for the W Jefferson Blvd Storm Outfall project.
- Parks and Recreation Department will provide the tree planting plan and any other relevant information to the City Utilities staff that may be needed for development of contract documents.
- Parks and Recreation Department will continue maintenance of the planted trees after the end of the warranty period.

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