1316 COUNTY-CITY BUILDING 227 W. JEFFERSON BOULEVARD SOUTH BEND, INDIANA 46601-1830



PHONE 574/235-9251 FAX 574/235-9171

CITY OF SOUTH BEND JAMES MUELLER, MAYOR BOARD OF PUBLIC WORKS

April 15, 2021

Mr. Carl Miller Indiana Michigan Power Company miller@carsonllp.com

RE: I&M Memorandum of Understanding for Rights-Of-Way Work and License

Agreement

Dear Mr. Miller:

At its April 13, 2021 meeting, the Board of Public Works approved the above referenced agreement granting I&M a license for the purpose of performing work on the Muessel substation on Elwood to Colfax Substation, which impacts several rights-of-way and City and private properties.

This agreement will also be approved by the Board of Parks Commissioners. Following their meeting on Monday, April 19th at 5:00 p.m., you will receive a fully executed copy of the agreement for your records.

If you have any further questions regarding this matter, please call this office at (574) 235-9251.

Sincerely,

/s/ Anne Fuchs

Anne Fuchs, Clerk

Cc: Eva Ennis, Board of Parks Commissioners

Enclosures

I&M MEMORANDUM OF UNDERSTANDING FOR RIGHTS-OF-WAY WORK AND LICENSE AGREEMENT

This Memorandum of Understanding For Rights-of-Way Work And License Agreement (this "Agreement") is made effective April 13, 2021, by and between the City of South Bend, Indiana, by and through its Board of Public Works and its Board of Park Commissioner (hereinafter collectively referred to as the "City"), and Indiana Michigan Power Company, a subsidiary of American Electric Power Incorporated, (hereinafter referred to as ("I&M") (each a "Party," and collectively, the "Parties").

RECITALS

- A. The City owns certain real property located within the City of South Bend, Indiana (the "City") as listed and described on **Exhibit A** (collectively referred to hereinafter as the "Property"), incorporated herein by reference and attachment.
- B. The City has authority over streets, roads, alleys, and other rights-of-ways ("ROW") as listed and described on **Exhibit B**, incorporated herein by reference and attachment.
- C. The City agrees to grant I&M a license for the purpose of installing, operating, maintaining, inspecting, replacing, upgrading, adding to and repairing underground electric transmission, distribution, and communication lines and appurtenant equipment and fixtures, being, in, under, and through the Property (the "Use" or "Work"). The Parties agree the Use or Work subject to the grant of the license by City described in this Agreement shall be contained within and limited to the areas more particularly described and depicted on **Exhibit C** (collectively referred to hereinafter as the "License Areas"), incorporated herein by reference and attachment. The Parties agree the Use or Work shall be for the benefit of both I&M and the University of Notre Dame.
- D. The City understands I&M has or will seek access to City ROW for portions of the Work. I&M understands and agrees to secure the required permits and/or approvals from the City for this ROW access.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. <u>License</u>. The City grants to I&M, and its successors in interest, a license to conduct the Work on the City Property in the License Areas. The Work shall, at all times, be conducted in compliance with all applicable state and local laws and regulations, and in a manner reasonably calculated to minimize and avoid disruption to the use and enjoyment of City Property and ROW.
- 2. <u>I&M Responsibility for Subcontractors</u>. In the event any subcontractor is utilized by I&M for any portion of the Work, I&M retains the responsibility for carrying out all the terms of this Agreement, including the responsibility for performance of its contractors in accordance with the terms of this Agreement.

A. For Properties Managed by Board of Park Commissioners, I&M agrees to:

- 1. Restoration to pre-existing or better condition with full width replacement of asphalt or concrete trail impacted by the Work or immediately adjacent to the Work.
- 2. I&M agrees to pay City Five Hundred Dollars (\$500) per tree, payable to the City Department of Venues, Parks, and Arts, 301 S. St. Louis Boulevard, South Bend, Indiana 46617, within 30 days of commencement of the Work as damages for the removal of approximately 75 to 125 trees with diameter of five (5) inches or greater from the Property in the areas identified on **Exhibit D** ("Trees"). It is further agreed that City is permitted to decide which stumps from the Trees I&M is required to remove by grinding and which stumps from the Trees City wants to be retained in place.
- 3. Restoration to pre-existing or better condition any Park Property, fixtures and landscaping, including but not limited to, light posts, bollards, fencing, retaining walls, turf, and signage, damaged by the Work.
- 4. Ensure all construction materials, tools, barriers, spoils, and other debris related to the Work are removed from the Property and surrounding areas at completion of the Work.

B. Areas Managed by Board of Public Works:

- 1. I&M agrees to reimburse the cost to the City to repair or replace any damage to City License Areas, utility infrastructure and ROW to pre-existing or better condition caused by the Work and/or caused by the construction, installation, operation, maintenance, repair, replacement, upgrading, and removal of any section of Phase I, II and III of the *Muessel Colfax 69 kV Transmission Line* Project depicted on **Exhibit B**.
- 2. I&M agrees to contact City Permit office to observe all Work taking place at City utility crossings and to provide two (2) days' prior written notice to City Permit office in order to coordinate the observation.
- 3. Term and Termination. It is agreed and understood that the term of this Agreement, and the license granted to I&M herein, is perpetual and may only be terminated by City if I&M or its successors in interest commit a material breach under the terms of the Agreement or both I&M and University of Notre Dame have, for a period of twelve (12) consecutive months (except for any period when I&M is either reconstructing the Work or seeking such regulatory approvals as may be required to perform the Work), ceased operation of the Work for its intended purpose. I&M shall provide written notice to City's Director of Venues, Parks and Arts and City Engineer (or their respective designees) within 180 days of the commencement of any period of 90 consecutive days where I&M ceases operation of the Work for its intended purpose. The City agrees to provide written notice to I&M and the City may, as a courtesy, elect to notify the University of Notre Dame of any material breach ("Notice of Material Breach") and I&M shall have ninety (90) days to cure the material breach to avoid termination of the Agreement. The City will direct its Notice of Material Breach to I&M's President/Chief Operating Officer and the University of Notre Dame's Assistant Vice President, Planning, Design and Construction.

I&M will employ its best efforts to commence and complete the initial installation of the Work on the Property, along with related repairs and/or restoration required under the terms of this Agreement, in accordance with the mutually agreed to *Schedule of Work*, on **Exhibit E**, incorporated herein by reference and attachment.

I&M acknowledges and agrees that full or partial closure and/or loss of use and enjoyment of the Property managed by the City's Board of Park Commissioners, due to the inability to adhere to the *Schedule of Work* would result in harm to the City. I&M acknowledges that the City may assess a \$500.00 per day Property use fee for each day construction exceeds the scheduled completion date unless the cause for the delay is beyond I&M's reasonable control.

In the event of a material breach, the City may elect to terminate this Agreement, in whole or in part, by providing I&M with a two (2) year prior written notice.

- 4. <u>No Lease or Easement; Assignment.</u> The City represents that it is the sole owner in fee simple of the Property and has the lawful right to permit I&M to use the Property under this Agreement. The City also represents that it has the authority to grant access to City ROW. The Parties acknowledge and intend that this Agreement will not constitute a lease of or an easement on or over the Property, and I&M will have no right or authority to convey any leasehold or other interest in the Property or ROW to any other person or entity other than its successors in interest, as occurring thru merger or acquisition. Any attempt by I&M to grant or lease any interest in the Property to any other person or entity amounts to a material breach of the Agreement.
- 5. <u>Restoration</u>. The Parties acknowledge that I&M's Use of the Property will involve the installation of underground electric transmission lines, resulting in disturbance and damage to the City Property. I&M agrees that at its sole expense, it shall restore the City Property to the same or better condition than existed immediately prior to I&M's use. I&M will notify the City contact(s) promptly upon completion of restoration, so as to provide the City with sufficient time to inspect and provide written notice of its acceptance of the restoration for each portion of the Property used.
- 6. <u>Maintenance</u>. At all times during the term of the license, I&M agrees to conduct the Work in a manner consistent with keeping the Property in good order and condition and free of debris. During times of construction, maintenance of traffic and any other signage and barriers must be checked regularly to ensure adequate safety zones and public paths are maintained. Except in cases of an emergency, I&M and its subcontractors must notify the City, by and through its Director of Venues, Parks and Arts and City Engineer (or their respective designees), a minimum of 48 hours prior to any scheduled maintenance work.
- 7. <u>Limitation of Liability</u>. The City shall not be liable for any loss, damage, destruction, or any bodily harm or injury that may result from I&M's use of the Property.
- 8. <u>Storage</u>. I&M agrees that it will not cause or permit, knowingly or unknowingly, any hazardous material to be brought or remain upon, kept, used, discharged, leaked, or emitted at the Property.

- 9. <u>Regulations; Other Permits</u>. I&M understands and agrees that it will, at its own expense, observe and comply with all applicable statutes, laws, ordinances, requirements, orders, rules, and regulations of all governmental authorities in relation to its use of the Property. I&M understands and agrees that it will secure in its own name and at its own expense all required permits, bonds, insurance and authorizations needed for its use of the Property.
- 10. City's Use. I&M recognizes and acknowledges that City may seek, in the future, to improve the License Areas for the use, enjoyment and benefit of City's residents and visitors. Except in the event of emergency repair work needed for a City utility or riverbank, the City agrees that it will not place, construct, install, erect, or permit any permanent building, structure, or other obstruction in the License Areas that substantially interferes with the Use or Work. I&M agrees to cooperate with City when requested to locate, describe, and document the Work (with reasonable opportunity to respond to any such requests) to permit City to plan and construct improvements in the License Areas in a manner consistent with the terms of this Agreement. The Parties will coordinate for any proposed work in the License Areas and it is understood and agreed that widening and improvements of the walking path, park benches, bike racks, charging stations, temporary vendor stands and event facilities, tents, signage and lighting that does not require significant below grade concrete foundations, and minor landscaping that does not change the grade and introduce significant root structure growth do not amount to substantial interference with the Use or Work. If after fifteen years following the execution of this Agreement City plans to construct public works improvements/projects in the License Areas that substantially interfere with the Use or Work, City will use best efforts to avoid requiring I&M to relocate portions of the Work to accommodate City's public works improvements/projects. The City will coordinate with I&M on proposed plans and alignments for City's public works improvements/projects that substantially interfere with the Use or Work to determine the most cost-effective solution for City taxpayers and I&M's customers that include City residents and businesses.
- 11. <u>Indemnification</u>. I&M agrees and undertakes to defend, indemnify, and hold harmless the City, its respective officials, employees, agents, successors, and assigns, from and against any liability, loss, costs, damages, or expenses, including attorneys' fees, which the City may suffer or incur as a result of any claims or actions which may be brought by any person or entity arising out of the license granted herein by the City or I&M's use of the Property. If any action is brought against the City, or its respective officials, employees, agents, successors, and assigns, in connection with I&M's use of the Property, I&M agrees to defend such action or proceedings at its own expense and to pay any judgment rendered therein excepting, however, any judgment entered against the City for City's own negligence.
- 12. <u>Insurance</u>. I&M, at I&M's sole expense, shall maintain during the term of this Agreement Commercial General Liability insurance covering I&M, in an amount not less than Four Million Dollars (\$4,000,000) per occurrence, inclusive of the limit of an umbrella or excess policy. I&M agrees to include the City as an additional named insured on any such policy and produce to the City evidence of the same, including without limitation a properly endorsed policy and a certificate of insurance within thirty (30) days of the execution of this Agreement and annually thereafter ("Policy"). To the extent the Policy authorizes I&M to do so, and doing so does not otherwise void any Policy coverage(s), I&M grants City first priority on any Policy coverages wherein the per occurrence limits of coverage under the Policy would be insufficient to satisfy a claim(s) made by the City under the Policy. Notwithstanding anything in this Agreement to the

contrary, the City does not waive any governmental immunity or liability limitations available to it under Indiana law.

- 13. <u>Integration; Amendment</u>. This Agreement supersedes all prior negotiations, understandings, and agreements, whether written or oral, concerning the subject matter of this Agreement and constitutes the Parties' entire agreement. This Agreement may not be altered except by a written instrument signed by authorized representatives of both Parties.
- 14. <u>Waiver</u>. Neither the failure nor any delay on the part of a Party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the Party asserted to have granted such waiver.
- 15. <u>Severability</u>. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement shall continue in full force and effect unless amended or modified by mutual consent of the Parties.
- 16. <u>Counterparts; Signatures</u>. This Agreement may be separately executed in counterparts by the Parties, and the same, when taken together, will be regarded as one original Agreement. Electronically transmitted signatures will be regarded as original signatures.
- 17. <u>Authority</u>. Each undersigned person signing on behalf of his or her respective Party certifies that he or she is duly authorized to bind his or her respective Party to the terms of this Agreement.
- 18. <u>Governing Law</u>. This Agreement will be governed by and construed in accordance with the laws of the State of Indiana.
- 19. <u>Recordable Memorandum of Agreement.</u> The Parties agree to execute and permit I&M to record the attached Memorandum of Agreement, incorporated herein as **Exhibit F**, with the St. Joseph County Recorder.
- 20. <u>Unfit Use Area</u>. In the event that any portion of the Use Area is rendered permanently unfit for the Work or Use due to riverbank erosion or other natural or man-made disasters ("Unfit Use Area"), I&M is permitted to remove or abandon its facilities from the Unfit Use Area at its sole expense and subject to the terms of this Agreement, and I&M's rights under this Agreement related to the Unfit Use Area terminate following the removal of I&M's facilities. Abandonment or removal plans will be coordinated between City and I&M and will include an appropriate remediation and restoration plan for I&M to implement.

IN WITNESS WHEREOF, the Parties have executed this License Agreement for Use to be effective as of the date set forth above.

CITY OF SOUTH BEND, INDIANA BOARD OF PUBLIC WORKS

Elizabeth A. Maradik, President

Jordan V. Gathers, Member

Murray L. Miller, Member

Joseph R. Molnar, Member

Attest: Anne Fuchs, Clerk

CITY OF SOUTH BEND, INDIANA BOARD OF PARK COMMISSIONERS

Mark Neal, President
Consuela Hopkins, Vice President
Aimee Buccellato, Member
Dan Farrell, Member
ATTEST:
Eva Ennis, Clerk

INDIANA MICHIGAN POWER COMPANY, an Indiana Corporation, and a unit of American Electric Power

By: <u>Bunda Untunahu</u> (Brenda Unternaher) Manager, Transmission Right-of-Way, American Electric Power Service Corp.

Authorized Signer

EXHIBIT A

Vesting Deeds for City's Property

EXHIBIT A

Title:	Date Recorded:	Liber and	Recorded in:
		Page/Document No.:	
Quit-Claim Deed	1/24/1990	9001899	St. Joseph County, IN
Quit-Claim Deed	1/24/1990	9001903	
Quit-Claim Deed	9/17/1987	8729529	
Quit-Claim Deed	2/23/1988	8804847	
Personal Representative's	11/18/1987	8737049	
Quit Claim Deed			
Quit-Claim Deed	2/9/1988	8803749	
Quit-Claim Deed	12/14/1987	8739397	
Quit-Claim Deed	12/14/1987	8739398	
Quit-Claim Deed	9/17/1987	8729522	
Quit-Claim Deed	9/17/1987	8729524	
Quit-Claim Deed	8/7/1987	8725159	
Quit-Claim Deed	8/7/1987	8725155	
Quit-Claim Deed	11/18/1987	8737051	
Quit-Claim Deed	1/24/1990	9001892	
Quit-Claim Deed	9/17/1987	8729520	
Quit-Claim Deed	11/18/1987	8737050	
Quit-Claim Deed	9/17/1987	8729523	
Quit-Claim Deed	11/16/1987	8737047	
Quit-Claim Deed	9/17/1987	8729529	
Quit-Claim Deed	1/21/1990	9001906	
Quit-Claim Deed	11/18/1987	8737048	
Quit-Claim Deed	1/21/1990	9001903	
Quit-Claim Deed	9/17/1987	8729527	
Quit-Claim Deed	9/17/1987	8729528	
Quit-Claim Deed	8/7/1987	8725154	
Quit-Claim Deed	9/17/1987	8729525	
Quit-Claim Deed	12/14/1987	8739396	
Quit-Claim Deed	9/17/1987	8729526	
Quit-Claim Deed	9/17/1987	8729521	
Quit-Claim Deed	8/7/1987	8725157	
Quit-Claim Deed	8/7/1987	8725156	
Quit-Claim Deed	8/7/1987	8725158	
Deed	4/20/1988	8809649	
Quit Claim Deed	9/23/2003	0361401	
	1 11 1 1 0	0.1 0 111 17 110	

Additionally, a part of the vacated railroad right-of-way of the Consolidated Rail Corporation (formerly Michigan Central) located within the boundaries described for the East Bank Trail in a Resolution of the Board of Park Commissioners of the Park District of the City of South Bend, adopted April 21, 1987, and adjacent to the following described real estate: Lots Numbered 359, 360, 361, 362, 363, and 364 as shown on the recorded Plat of Hillcrest Addition to Navarre Place in the City of South Bend, St. Joseph County, Indiana.

EXHIBIT B

Map for Phase I, II, and III Muessel-Colfax 69kV Transmission Line Plans

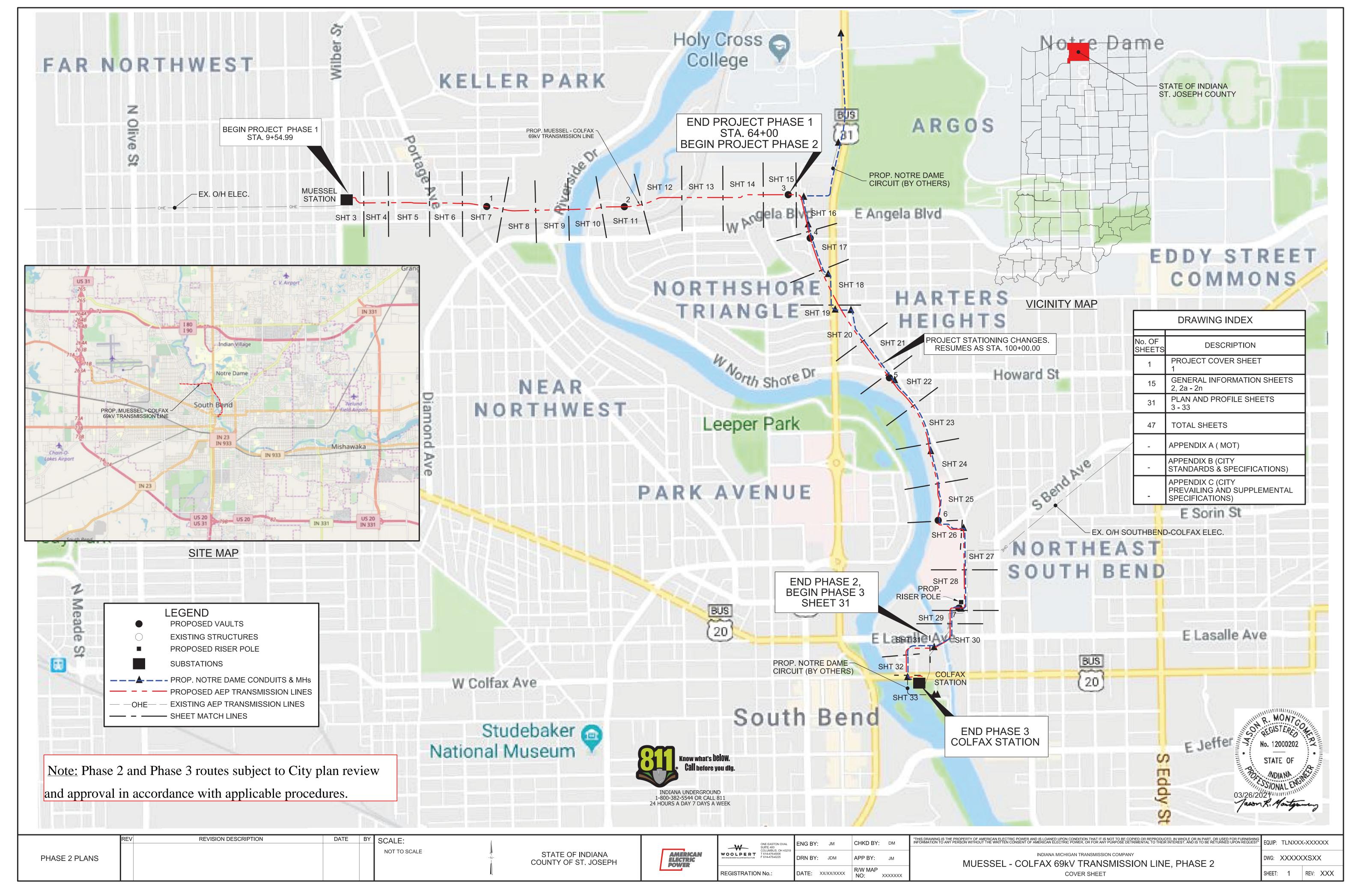
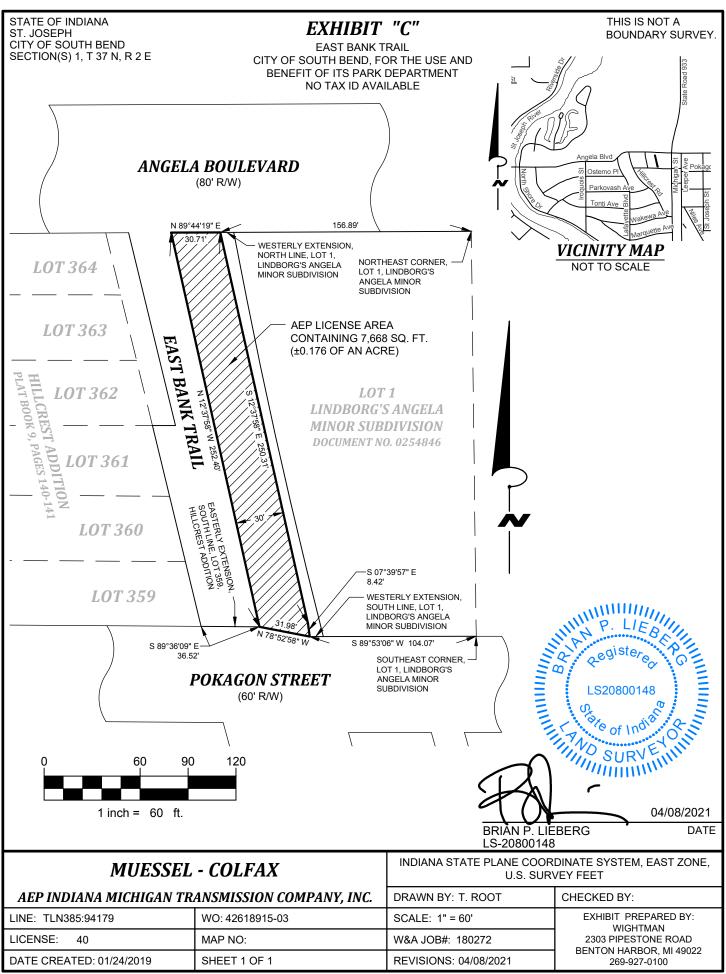
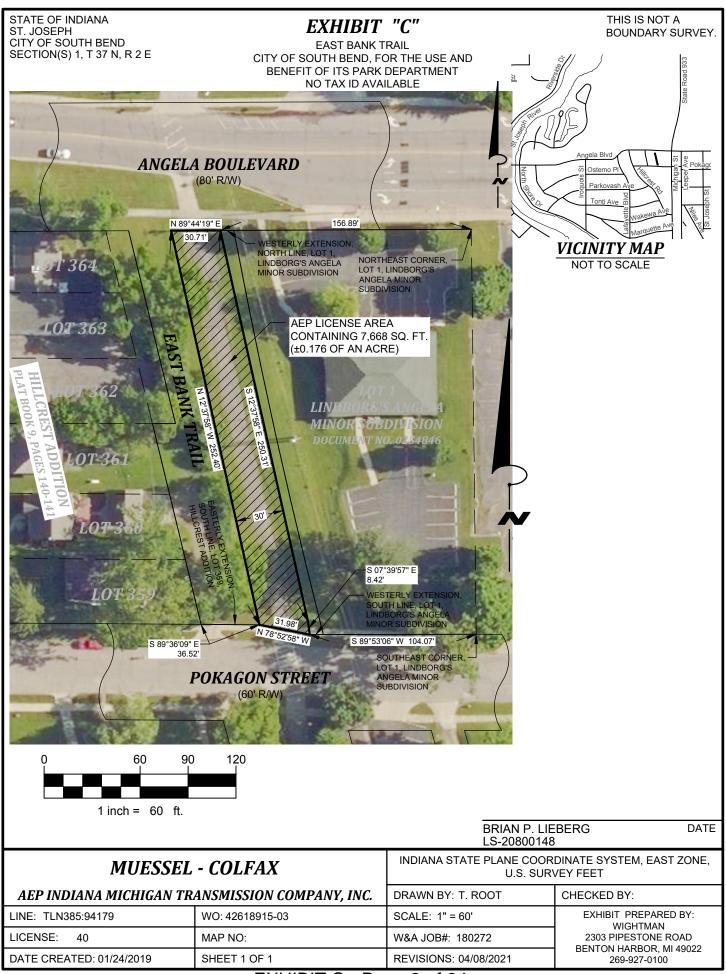
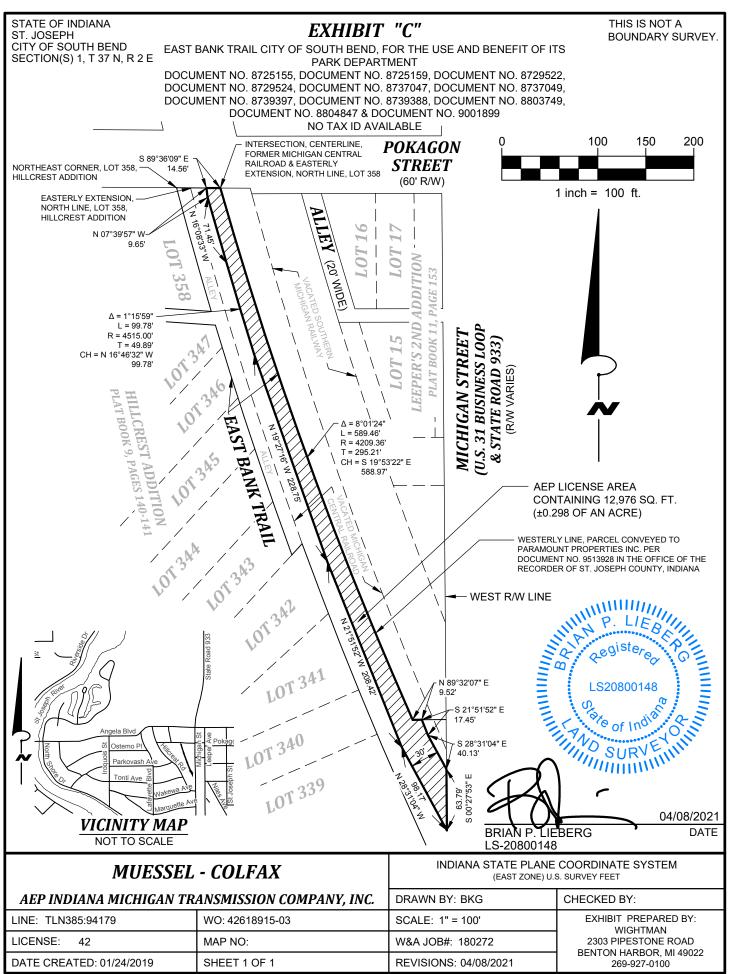


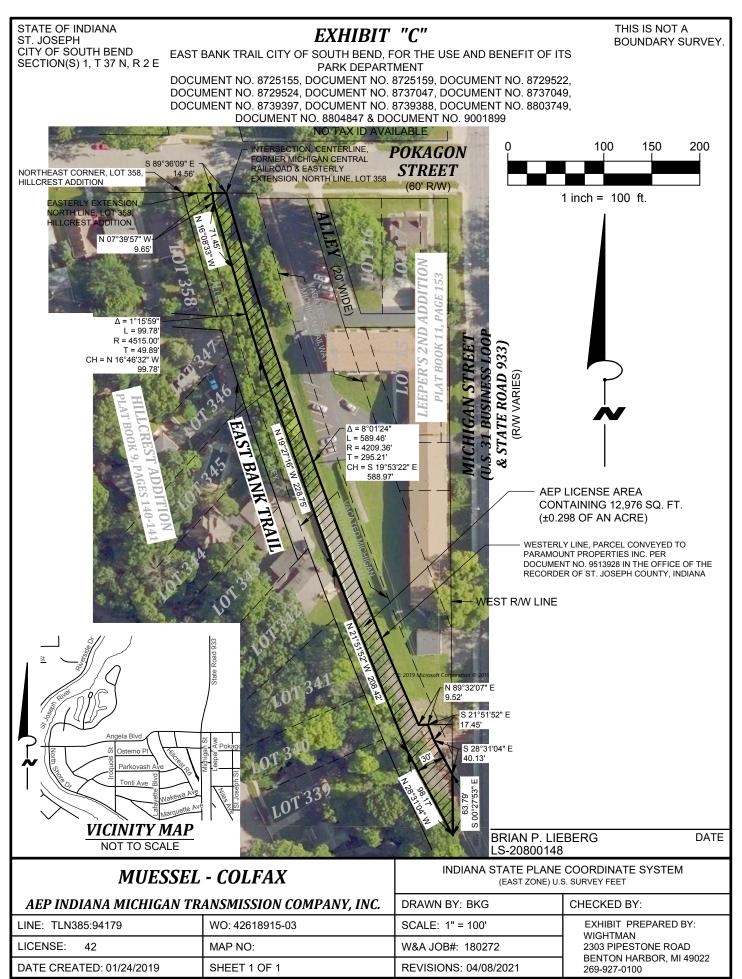
EXHIBIT C

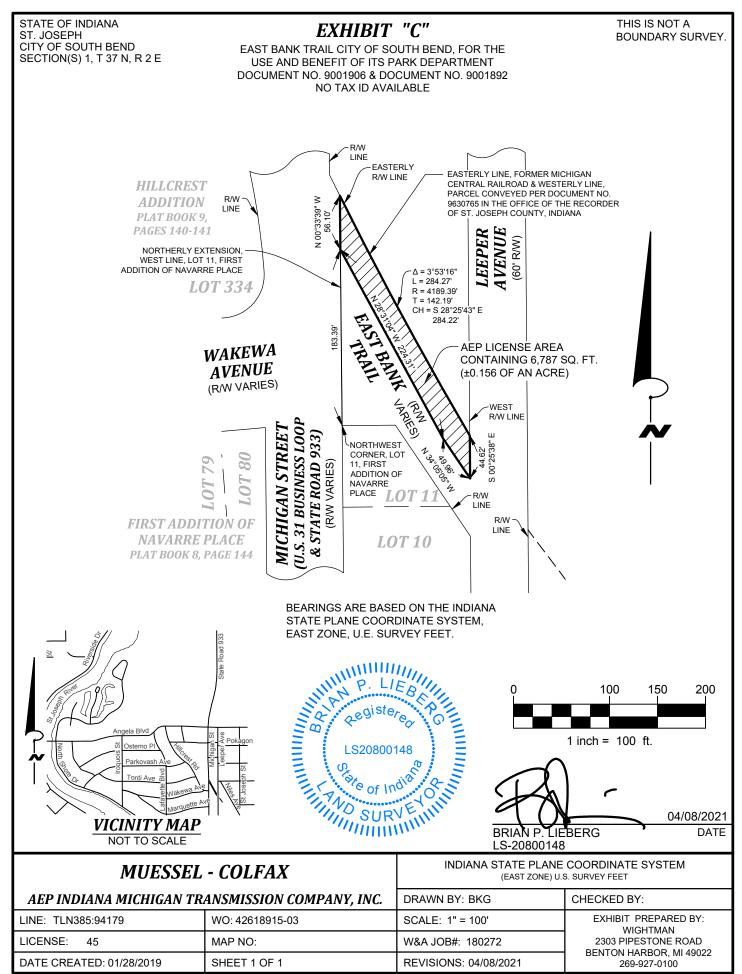
Survey Depictions of License Areas









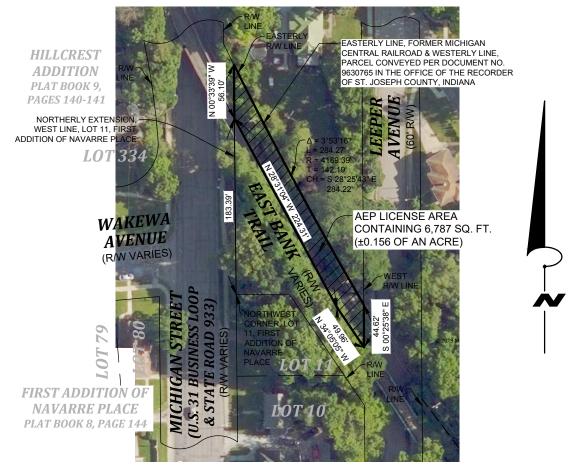


STATE OF INDIANA ST. JOSEPH CITY OF SOUTH BEND SECTION(S) 1, T 37 N, R 2 E

EXHIBIT "C"

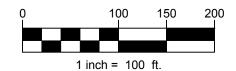
THIS IS NOT A BOUNDARY SURVEY.

EAST BANK TRAIL CITY OF SOUTH BEND, FOR THE USE AND BENEFIT OF ITS PARK DEPARTMENT DOCUMENT NO. 9001906 & DOCUMENT NO. 9001892 NO TAX ID AVAILABLE



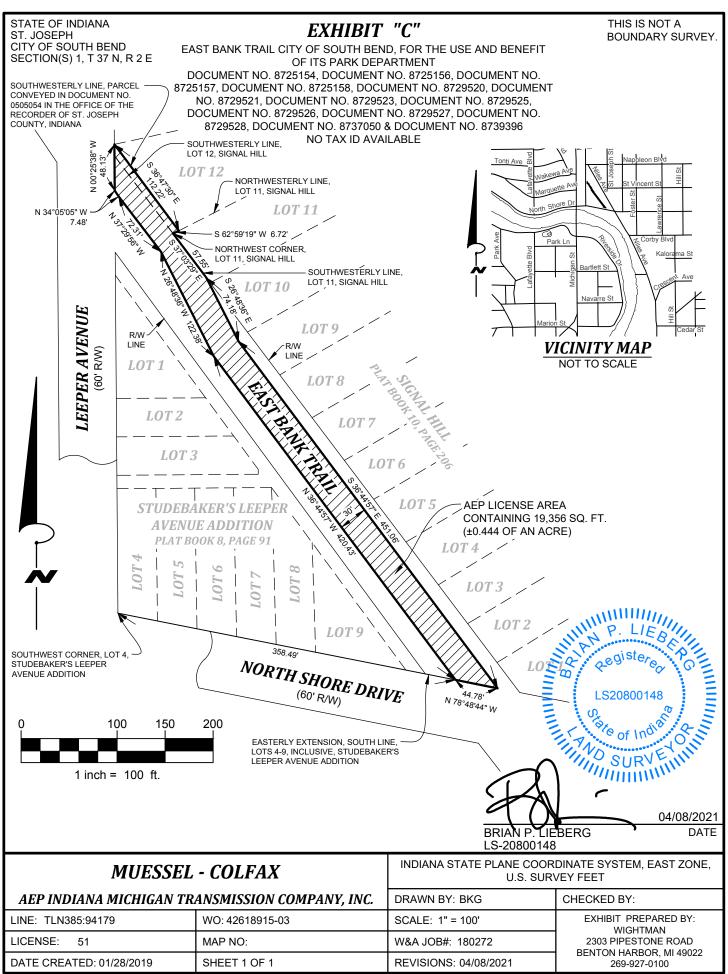


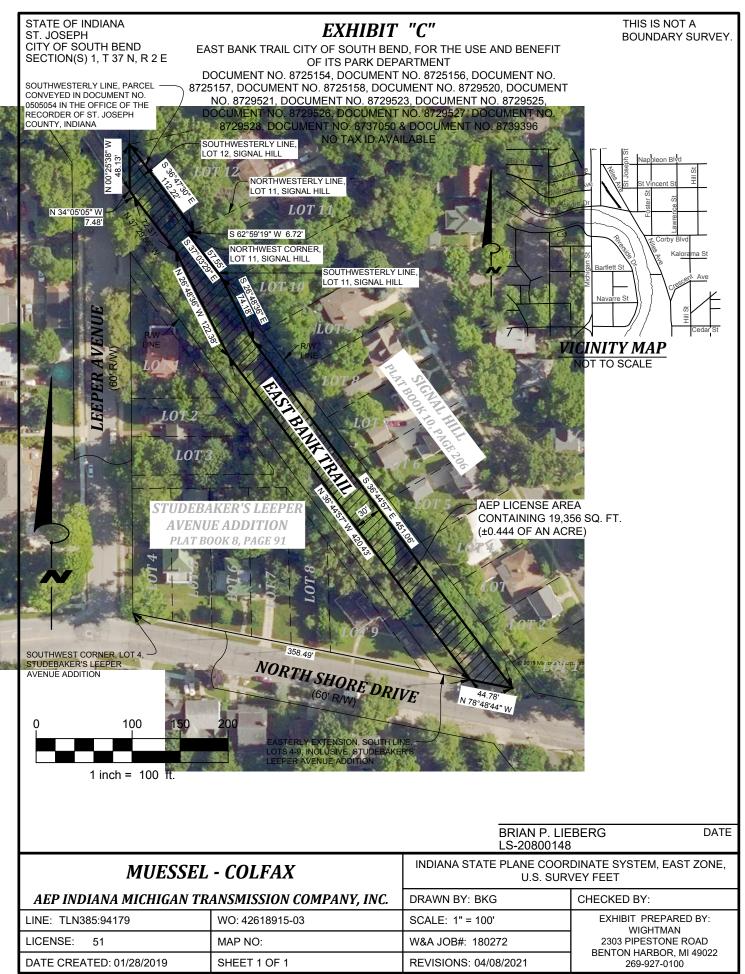
BEARINGS ARE BASED ON THE INDIANA STATE PLANE COORDINATE SYSTEM, EAST ZONE, U.E. SURVEY FEET.

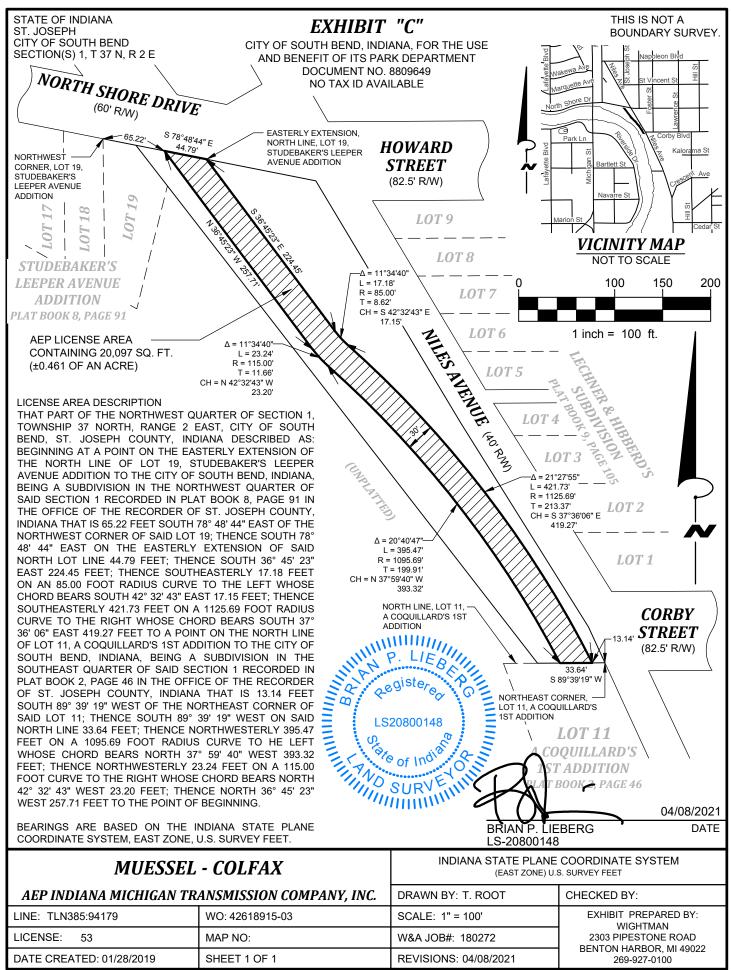


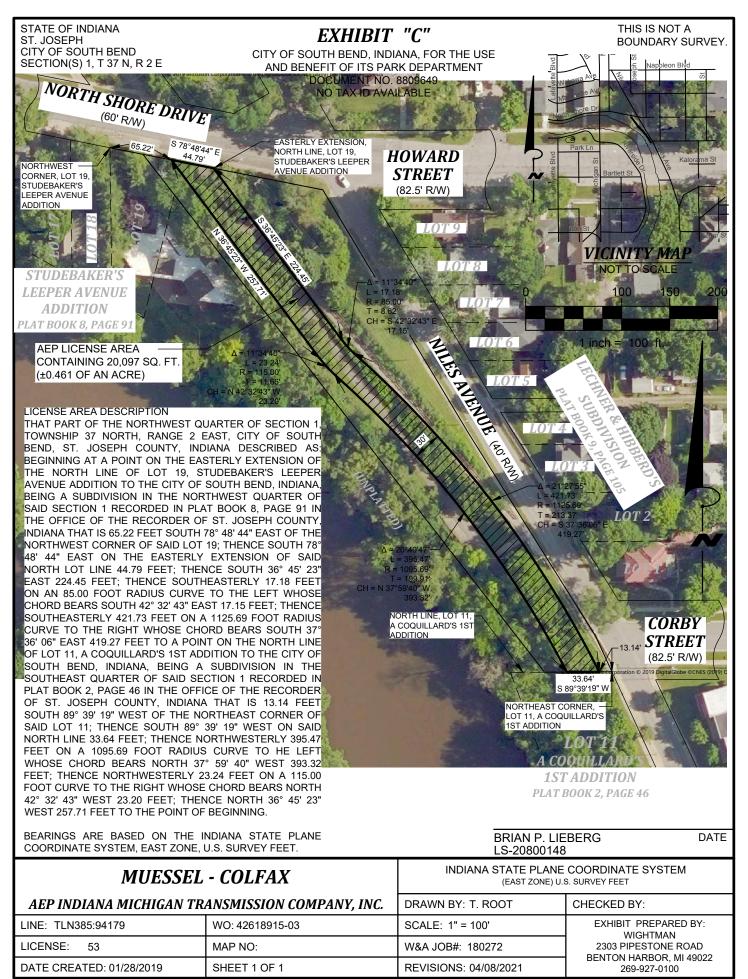
BRIAN P. LIEBERG LS-20800148 DATE

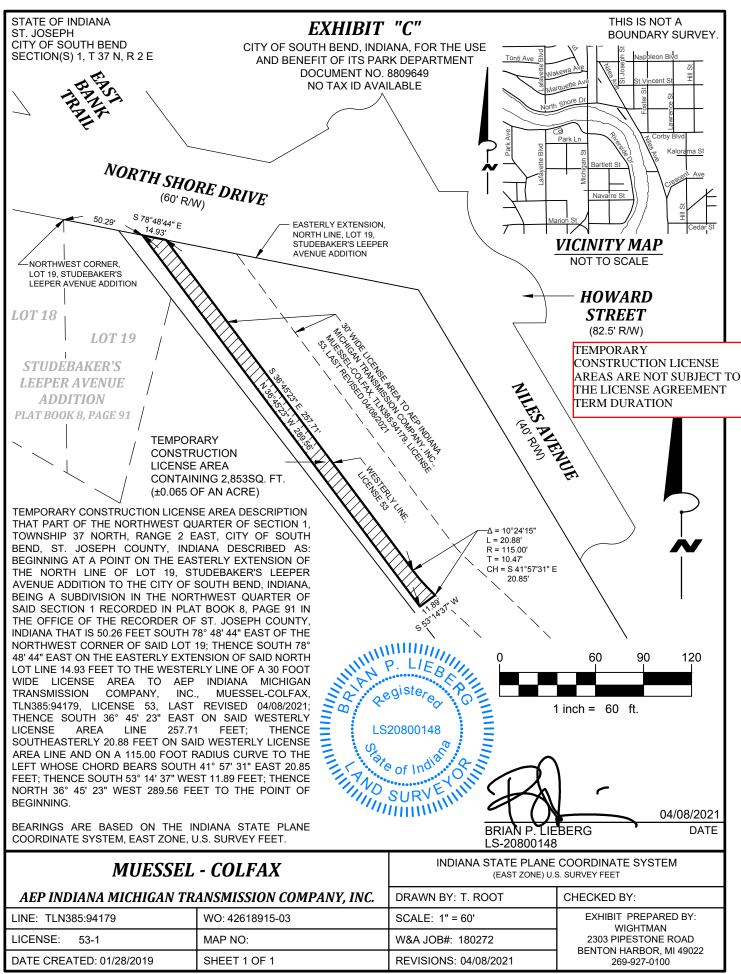
MUESSEL - COLFAX		INDIANA STATE PLANE COORDINATE SYSTEM (EAST ZONE) U.S. SURVEY FEET	
AEP INDIANA MICHIGAN TRANSMISSION COMPANY, INC. DRAWN BY: BKG CHECKED BY		CHECKED BY:	
LINE: TLN385:94179	WO: 42618915-03	SCALE: 1" = 100'	EXHIBIT PREPARED BY: WIGHTMAN
LICENSE: 45	MAP NO:	W&A JOB#: 180272	2303 PIPESTONE ROAD BENTON HARBOR, MI 49022 269-927-0100
DATE CREATED: 01/28/2019	SHEET 1 OF 1	REVISIONS: 04/08/2021	

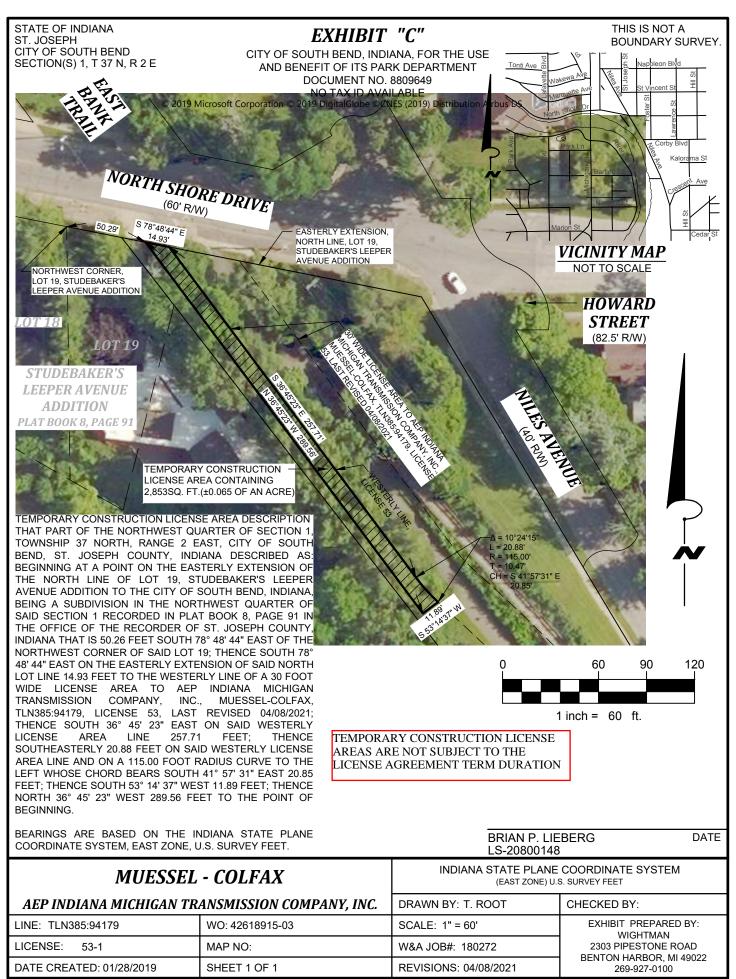


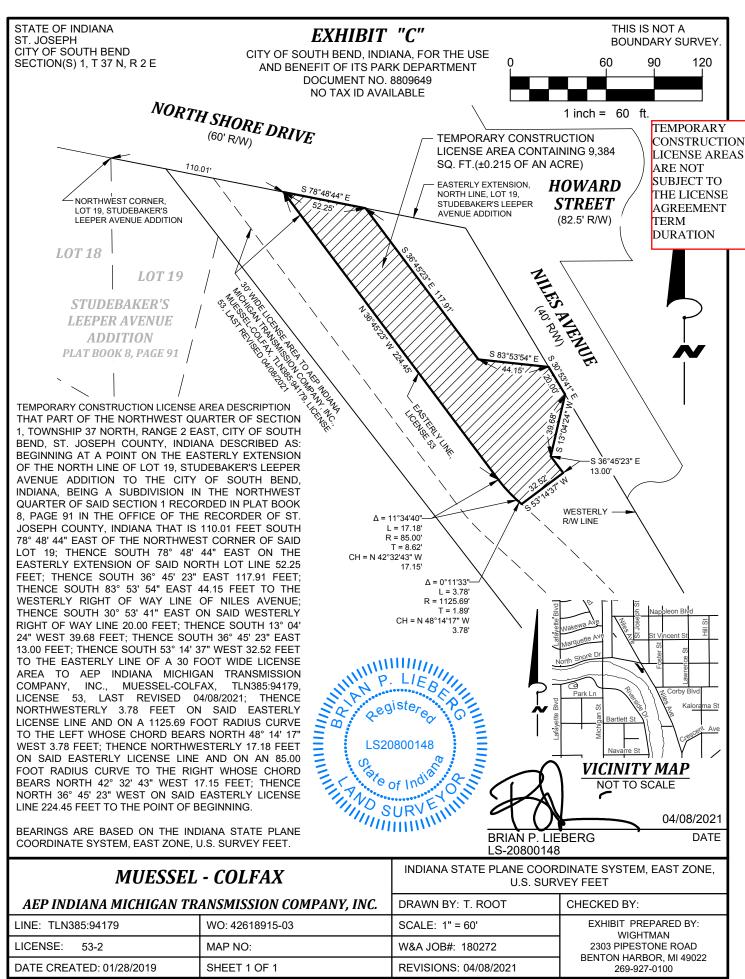












STATE OF INDIANA THIS IS NOT A EXHIBIT "C" ST. JOSEPH BOUNDARY SURVEY. CITY OF SOUTH BEND CITY OF SOUTH BEND, INDIANA, FOR THE USE SECTION(S) 1, T 37 N, R 2 E 60 90 120 AND BENEFIT OF ITS PARK DEPARTMENT **DOCUMENT NO. 8809649** NO TAX ID AVAILABLE NORTH SHORE DRIVE 1 inch = 60 ft. TEMPORARY CONSTRUCTION LICENSE AREA CONTAINING 9,384 SQ. FT.(±0.215 OF AN ACRE) EASTERLY EXTENSION, HOWARD NORTH LINE, LOT 19. NORTHWEST CORNER STUDEBAKER'S LEEPER **STREET** LOT 19, STUDEBAKER'S AVENUE ADDITION (82.5' R/W) EEPER AVENUE ADDITION STUDEBAKER'S LEEPER AVENUE *ADDITION* T BOOK 8, PAGE 9 S 83°53'54" E 44.15 TEMPORARY CONSTRUCTION LICENSE AREA DESCRIPTION THAT PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 2 EAST, CITY OF SOUTH BEND, ST. JOSEPH COUNTY, INDIANA DESCRIBED AS BEGINNING AT A POINT ON THE EASTERLY EXTENSION S 36°45'23 OF THE NORTH LINE OF LOT 19, STUDEBAKER'S LEEPER 13 00 AVENUE ADDITION TO THE CITY OF SOUTH BEND INDIANA, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SAID SECTION 1 RECORDED IN PLAT BOOK 8, PAGE 91 IN THE OFFICE OF THE RECORDER OF ST R/W I INF JOSEPH COUNTY, INDIANA THAT IS 110.01 FEET SOUTH 78° 48' 44" EAST OF THE NORTHWEST CORNER OF SAID LOT 19; THENCE SOUTH 78° 48' 44" EAST ON THE EASTERLY EXTENSION OF SAID NORTH LOT LINE 52.25 FEET; THENCE SOUTH 36° 45' 23" EAST 117.91 FEET; THENCE SOUTH 83° 53' 54" EAST 44.15 FEET TO THE WESTERLY RIGHT OF WAY LINE OF NILES AVENUE; THENCE SOUTH 30° 53' 41" EAST ON SAID WESTERLY RIGHT OF WAY LINE 20.00 FEET; THENCE SOUTH 13° 04' 24" WEST 39.68 FEET; THENCE SOUTH 36° 45' 23" EAST 13.00 FEET: THENCE SOUTH 53° 14' 37" WEST 32.52 FEET TO THE EASTERLY LINE OF A 30 FOOT WIDE LICENSE AREA TO AEP INDIANA MICHIGAN TRANSMISSION COMPANY, INC., MUESSEL-COLFAX, TLN385:94179, LICENSE 53, LAST REVISED 04/08/2021; THENCE TEMPORARY CONSTRUCTION NORTHWESTERLY 3.78 FEET ON SAID EASTERLY LICENSE AREAS ARE NOT LICENSE LINE AND ON A 1125.69 FOOT RADIUS CURVE SUBJECT TO THE LICENSE TO THE LEFT WHOSE CHORD BEARS NORTH 48° 14' 17' AGREEMENT TERM WEST 3.78 FEET; THENCE NORTHWESTERLY 17.18 FEET DURATION ON SAID EASTERLY LICENSE LINE AND ON AN 85.00 **VICINITY MAP** FOOT RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS NORTH 42° 32' 43" WEST 17.15 FEET; THENCE NOT TO SCALE NORTH 36° 45' 23" WEST ON SAID EASTERLY LICENSE LINE 224.45 FEET TO THE POINT OF BEGINNING. BEARINGS ARE BASED ON THE INDIANA STATE PLANE BRIAN P. LIEBERG DATE COORDINATE SYSTEM, EAST ZONE, U.S. SURVEY FEET. LS-20800148 INDIANA STATE PLANE COORDINATE SYSTEM, EAST ZONE, MUESSEL - COLFAX U.S. SURVEY FEET AEP INDIANA MICHIGAN TRANSMISSION COMPANY, INC. DRAWN BY: T. ROOT CHECKED BY: LINE: TLN385:94179 WO: 42618915-03 SCALE: 1" = 60' EXHIBIT PREPARED BY: WIGHTMAN LICENSE: MAP NO: 2303 PIPESTONE ROAD W&A JOB#: 180272 53-2 BENTON HARBOR, MI 49022 SHEET 1 OF 1 REVISIONS: 04/08/2021 DATE CREATED: 01/28/2019

269-927-0100

STATE OF INDIANA THIS IS NOT A EXHIBIT "C" ST. JOSEPH BOUNDARY SURVEY. CITY OF SOUTH BEND CITY OF SOUTH BEND. FOR THE USE AND SECTION(S) 12, T 37 N, R 2 E BENEFIT OF ITS PARK DEPARTMENT **DOCUMENT NO. 0361401** STATE ID: 71-08-01-379-002.000-026 LICENSE AREA DESCRIPTION COUNTY ID: 018-5002-0002 THAT PART OF LOT 2, "MILL RACE SUBDIVISION," BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 12 AND THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 2 EAST, CITY OF SOUTH BEND, ST. JOSEPH COUNTY, INDIANA, RECORDED IN DOCUMENT NO. 8527030, IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA, DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 03° 19' 25" EAST ON THE WEST LINE OF SAID LOT 2 A DISTANCE OF 8.34 FEET; THENCE NORTHEASTERLY 59.76 FEET ON AN 85.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 60° 04' 06" EAST 58.54 FEET; THENCE NORTH 39° 55' 38" EAST 102.10 FEET TO THE EAST LINE OF SAID LOT 2; THENCE SOUTH 23° 41' 57" EAST ON SAID EAST LINE 33.49 FEET; THENCE SOUTH 39° 55' 38" WEST 87.23 FEET; THENCE SOUTHWESTERLY 25.98 FEET ON A 115.00 FOOT RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS SOUTH 46° 23' 56" WEST 25.92 FEET TO THE SOUTH LINE OF SAID LOT 2; THENCE SOUTH 89° 35' 08" WEST ON SAID SOUTH LINE 55.45 FEET TO THE POINT OF BEGINNING. EAST LINE, ALSO, THAT PART OF LOT 2, "MILL RACE SUBDIVISION," AEP LICENSE AREA LOT 2 BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF CONTAINING ±1,223 SQ. FT. SECTION 12 AND THE SOUTHWEST QUARTER OF SECTION (±0.028 OF AN ACRE) 1, TOWNSHIP 37 NORTH, RANGE 2 EAST, CITY OF SOUTH MILL RACE SUBDIVISION 66.14 00°22'1 BEND, ST. JOSEPH COUNTY, INDIANA, RECORDED IN DOCUMENT NO. 8527030. IN THE OFFICE OF THE DOCUMENT NO. 8527030 LOT 4 ST. JOSEPH COUNTY, SOUTH LINE BEGINNING AT THE SOUTHWEST DESCRIBED AS: LOT 2 CORNER OF LOT 4. SAID "MILL RACE SUBDIVISION": **AEP LICENSE AREA** 44 35' THENCE SOUTH 89° 36' 58" WEST ON THE SOUTH LINE OF CONTAINING ±4.269 SQ. FT. S 89°36'58" W SOUTHWEST SAID LOT 2 A DISTANCE OF 44.35 FEET; THENCE NORTH (±0.049 OF AN ACRE) CORNER, 39° 55' 38" EAST 41.17 FEET; THENCE NORTHEASTERLY ယ္ပ LOT 4 39.36 FEET ON AN 85.00 FOOT RADIUS CURVE THE LEFT Po WHOSE CHORD BEARS NORTH 26° 39' 39" EAST 39.01 WEST LINE. FEET TO THE EAST LINE OF SAID LOT 2; THENCE SOUTH LOT 2 00° 22' 17" EAST ON SAID EAST LINE 66.14 FEET TO THE POINT OF BEGINNING. LOT 2 BEARINGS ARE BASED ON THE INDIANA LOT 1 STATE PLANE COORDINATE SYSTEM, LOT 6 EAST ZONE, U.S. SURVEY FEET. EAST LINE, C2 C3 N 03°19'25" F Δ = 12°56'38" $\Delta = 26^{\circ}31'57''$ $\Delta = 40^{\circ}16'56''$ LOT 2 8.34 I = 59.761 = 25.98L = 39.36'R = 115.00R = 85.00'R = 85.00'T = 31.17 T = 13.05' T = 20.0455 45 R/W LINE & CH = N 60°04'06" E CH = S 46°23'56" W CH = N 26°39'39" E S 89°35'08" W SOUTH LINE, 58.54 25.92 39 01 TOTAL AEP LICENSE AREA LOT 2 SOUTHWEST CONTAINING ±5.492 SQ. FT. CORNER. LASALLE AVENUE LOT 2 (±0.126 OF AN ACRE) (82.5' R/W) 60 120 2-egister HII St 9 1 inch = 60 ft. LS20800148 04/08/2021 VICINITY MAP DATE BRIAN P. LIEBERG NOT TO SCALE LS-20800148 INDIANA STATE PLANE COORDINATE SYSTEM MUESSEL - COLFAX (EAST ZONE) U.S. SURVEY FEET AEP INDIANA MICHIGAN TRANSMISSION COMPANY, INC. DRAWN BY: BKG CHECKED BY: LINE: TLN385:94179 WO: 42618915-03 SCALE: 1" = 60' **EXHIBIT PREPARED BY:** WIGHTMAN LICENSE: 2303 PIPESTONE ROAD MAP NO: 65 W&A JOB#: 180272 BENTON HARBOR, MI 49022 DATE CREATED: 01/26/2019 SHEET 1 OF 1 REVISIONS: 04/08/2021 269-927-0100

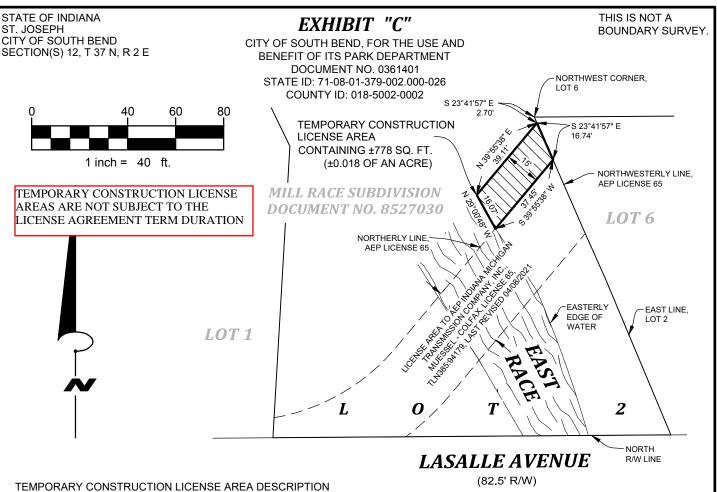
STATE OF INDIANA THIS IS NOT A EXHIBIT "C" ST. JOSEPH BOUNDARY SURVEY. CITY OF SOUTH BEND CITY OF SOUTH BEND. FOR THE USE AND SECTION(S) 12, T 37 N, R 2 E BENEFIT OF ITS PARK DEPARTMENT **DOCUMENT NO. 0361401** STATE ID: 71-08-01-379-002.000-026 LICENSE AREA DESCRIPTION COUNTY ID: 018-5002-0002 THAT PART OF LOT 2, "MILL RACE SUBDIVISION," BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 12 AND THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 2 EAST, CITY OF SOUTH BEND, ST. JOSEPH COUNTY, INDIANA, RECORDED IN DOCUMENT NO. 8527030, IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA, DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 03° 19' 25" EAST ON THE WEST LINE OF SAID LOT 2 A DISTANCE OF 8.34 FEET; THENCE NORTHEASTERLY 59.76 FEET ON AN 85.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 60° 04' 06" EAST 58.54 FEET; THENCE NORTH 39° 55' 38" EAST 102.10 FEET TO THE EAST LINE OF SAID LOT 2; THENCE SOUTH 23° 41' 57" EAST ON SAID EAST LINE 33.49 FEET; THENCE SOUTH 39° 55' 38" WEST 87.23 FEET; THENCE SOUTHWESTERLY 25.98 FEET ON A 115.00 FOOT RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS SOUTH 46° 23' 56" WEST 25.92 FEET TO THE SOUTH LINE OF SAID LOT 2; THENCE SOUTH 89° 35' 08" WEST ON SAID SOUTH LINE 55.45 FEET TO THE POINT OF BEGINNING. EAST LINE ALSO, THAT PART OF LOT 2, "MILL RACE SUBDIVISION," **AEP LICENSE AREA** LOT 2 BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF CONTAINING ±1,223 SQ. FT. SECTION 12 AND THE SOUTHWEST QUARTER OF SECTION (±0.028 OF AN ACRE) 1, TOWNSHIP 37 NORTH, RANGE 2 EAST, CITY OF SOUTH MILL RACE SUBDIVISION BEND, ST. JOSEPH COUNTY, INDIANA, RECORDED IN DOCUMENT NO. 8527030. IN THE OFFICE OF THE DOCUMENT NO. 8527030 LOT 4 ST. JOSEPH COUNTY, SOUTH LINE DESCRIBED AS: BEGINNING AT THE SOUTHWEST LOT 2 CORNER OF LOT 4. SAID "MILL RACE SUBDIVISION" **AEP LICENSE AREA** 44 35' THENCE SOUTH 89° 36' 58" WEST ON THE SOUTH LINE OF CONTAINING ±4.269 SQ. FT. S 89°36'58" W SOUTHWEST SAID LOT 2 A DISTANCE OF 44.35 FEET; THENCE NORTH (±0.049 OF AN ACRE) 39° 55' 38" EAST 41.17 FEET; THENCE NORTHEASTERLY LOT 4 39.36 FEET ON AN 85.00 FOOT RADIUS CURVE THE LEFT WHOSE CHORD BEARS NORTH 26° 39' 39" EAST 39.01 WEST LINE FEET TO THE EAST LINE OF SAID LOT 2; THENCE SOUTH LOT 2 00° 22' 17" EAST ON SAID EAST LINE 66.14 FEET TO THE POINT OF BEGINNING. OT BEARINGS ARE BASED ON THE INDIANA LOT 1 STATE PLANE COORDINATE SYSTEM, EAST ZONE, U.S. SURVEY FEET. EAST LINE. C2 C3 N 03°19'25" E Δ = 12°56'38" $\Delta = 26^{\circ}31'57''$ $\Delta = 40^{\circ}16'56''$ LOT 2 8.34 I = 59.761 = 25.98L = 39.36'R = 115.00R = 85.00'R = 85.00'T = 31.17 T = 13.05' T = 20.0455 45 R/W LINE & CH = N 60°04'06" E CH = S 46°23'56" W CH = N 26°39'39" E S 89°35'08" W SOUTH LINE, 58.54 25.92 39 01 TOTAL AEP LICENSE AREA SOUTHWEST CONTAINING ±5.492 SQ. FT. CORNER, *LASALLE AVENUE* LOT 2 (±0.126 OF AN ACRE) (82.5' R/W) 60 120 1 inch = 60 ft.

NOT TO SCALE LS-20800148 INDIANA STATE PLANE COORDINATE SYSTEM MUESSEL - COLFAX (EAST ZONE) U.S. SURVEY FEET AEP INDIANA MICHIGAN TRANSMISSION COMPANY, INC. DRAWN BY: BKG CHECKED BY: LINE: TLN385:94179 WO: 42618915-03 SCALE: 1" = 60' **EXHIBIT PREPARED BY:** WIGHTMAN LICENSE: MAP NO: 2303 PIPESTONE ROAD 65 W&A JOB#: 180272 BENTON HARBOR, MI 49022 DATE CREATED: 01/26/2019 SHEET 1 OF 1 REVISIONS: 04/08/2021 269-927-0100

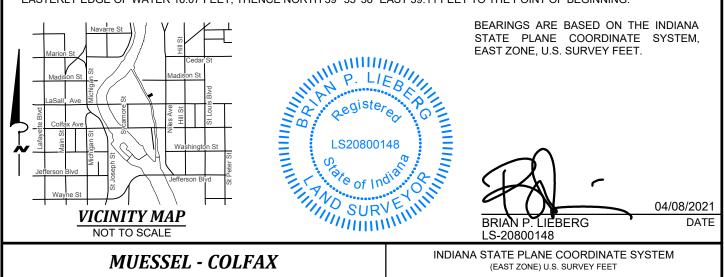
BRIAN P. LIEBERG

DATE

VICINITY MAP



THAT PART OF LOT 2, "MILL RACE SUBDIVISION," BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 12 AND THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 2 EAST, CITY OF SOUTH BEND, ST. JOSEPH COUNTY, INDIANA, RECORDED IN DOCUMENT NO. 8527030, IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA, DESCRIBED AS: BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 2 THAT IS 2.70 FEET SOUTH 23° 41' 57" EAST OF THE NORTHWEST CORNER OF LOT 6, SAID "MILL RACE SUBDIVISION"; THENCE SOUTH 23° 41' 57" EAST ON SAID EAST LINE 16.74 FEET TO THE NORTHERLY LINE OF A LICENSE AREA TO AEP INDIANA MICHIGAN TRANSMISSION COMPANY, INC., MUESSEL COLFAX, LICENSE 65, TLN385:94179, LAST REVISED 04/08/2021; THENCE SOUTH 39° 55' 38" WEST ON SAID NORTHERLY LICENSE LINE 37.45 FEET TO THE EASTERLY EDGE OF WATER OF THE EAST RACE; THENCE NORTH 29° 00' 48" WEST ON SAID EASTERLY EDGE OF WATER OF THE EAST RACE; THENCE NORTH 29° 00' 48" WEST ON SAID EASTERLY EDGE OF WATER OF THE EAST RACE; THENCE NORTH 29° 00' 48" WEST ON SAID EASTERLY EDGE OF WATER OF THE EAST RACE; THENCE NORTH 29° 00' 48" WEST ON SAID EASTERLY EDGE OF WATER OF THE EAST RACE; THENCE NORTH 29° 00' 48" WEST ON SAID EASTERLY EDGE OF WATER OF THE EAST 39.11 FEET TO THE POINT OF BEGINNING.



DRAWN BY: BKG

W&A JOB#: 180272

REVISIONS: 04/08/2021

SCALE: 1" = 40'

CHECKED BY:

EXHIBIT PREPARED BY: WIGHTMAN

2303 PIPESTONE ROAD

BENTON HARBOR, MI 49022

269-927-0100

AEP INDIANA MICHIGAN TRANSMISSION COMPANY, INC.

WO: 42618915-03

MAP NO:

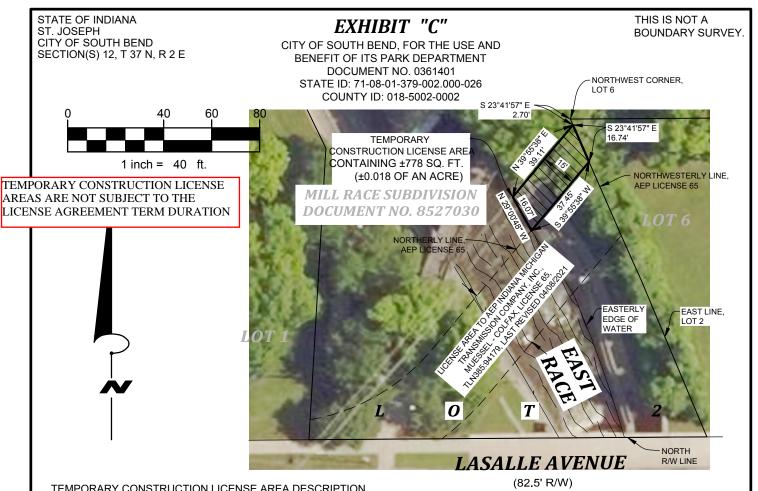
SHEET 1 OF 1

LINE: TLN385:94179

65-1

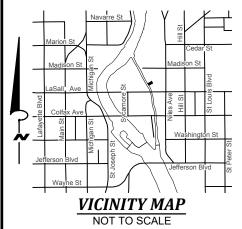
DATE CREATED: 01/26/2019

LICENSE:



TEMPORARY CONSTRUCTION LICENSE AREA DESCRIPTION

THAT PART OF LOT 2, "MILL RACE SUBDIVISION," BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 12 AND THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 2 EAST, CITY OF SOUTH BEND, ST. JOSEPH COUNTY, INDIANA, RECORDED IN DOCUMENT NO. 8527030, IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA, DESCRIBED AS: BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 2 THAT IS 2.70 FEET SOUTH 23° 41' 57" EAST OF THE NORTHWEST CORNER OF LOT 6, SAID "MILL RACE SUBDIVISION"; THENCE SOUTH 23° 41' 57" EAST ON SAID EAST LINE 16.74 FEET TO THE NORTHERLY LINE OF A LICENSE AREA TO AEP INDIANA MICHIGAN TRANSMISSION COMPANY, INC., MUESSEL -COLFAX, LICENSE 65, TLN385:94179, LAST REVISED 04/08/2021; THENCE SOUTH 39° 55' 38" WEST ON SAID NORTHERLY LICENSE LINE 37.45 FEET TO THE EASTERLY EDGE OF WATER OF THE EAST RACE; THENCE NORTH 29° 00' 48" WEST ON SAID EASTERLY EDGE OF WATER 16.07 FEET; THENCE NORTH 39° 55' 38" EAST 39.11 FEET TO THE POINT OF BEGINNING.

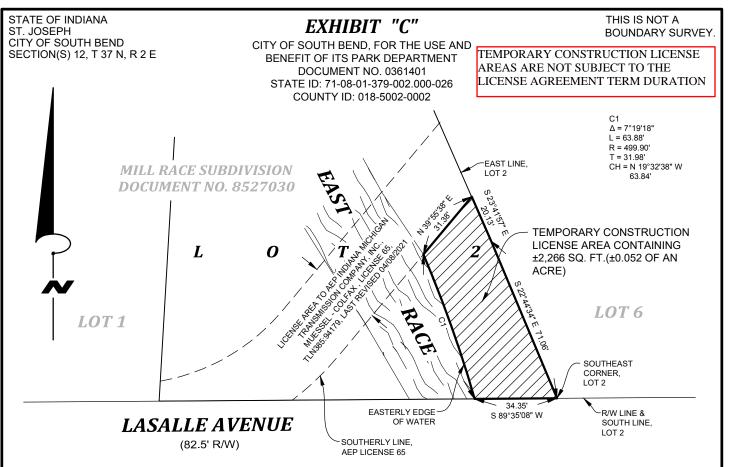


BEARINGS ARE BASED ON THE INDIANA STATE PLANE COORDINATE SYSTEM, EAST ZONE, U.S. SURVEY FEET.

BRIAN P. LIEBERG LS-20800148

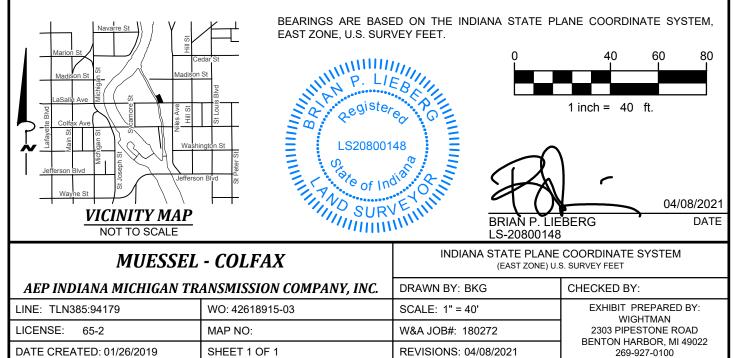
DATE

MUESSEL - COLFAX		INDIANA STATE PLANE COORDINATE SYSTEM (EAST ZONE) U.S. SURVEY FEET	
AEP INDIANA MICHIGAN TRANSMISSION COMPANY, INC. DRAWN BY: BKG		CHECKED BY:	
LINE: TLN385:94179	WO: 42618915-03	SCALE: 1" = 40'	EXHIBIT PREPARED BY: WIGHTMAN
LICENSE: 65-1	MAP NO:	W&A JOB#: 180272	2303 PIPESTONE ROAD BENTON HARBOR, MI 49022 269-927-0100
DATE CREATED: 01/26/2019	SHEET 1 OF 1	REVISIONS: 04/08/2021	



TEMPORARY CONSTRUCTION LICENSE AREA DESCRIPTION

THAT PART OF LOT 2, "MILL RACE SUBDIVISION," BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 12 AND THE SOUTHWEST QUARTER OF SECTION 1, SECTION 12, TOWNSHIP 37 NORTH, RANGE 2 EAST, CITY OF SOUTH BEND, ST. JOSEPH COUNTY, INDIANA, RECORDED IN DOCUMENT NO. 8527030, IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA, DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 89° 35' 08" WEST ON THE SOUTH LINE OF SAID LOT 2 A DISTANCE OF 34.35 FEET TO THE EASTERLY EDGE OF WATER OF THE EAST RACE; THENCE NORTHWESTERLY 63.88 FEET ON SAID EASTERLY EDGE OF WATER AND ON A 499.90 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 19° 32' 38" WEST 63.84 FEET TO THE SOUTHERLY LINE OF A LICENSE AREA TO AEP INDIANA MICHIGAN TRANSMISSION COMPANY, INC., MUESSEL - COLFAX, LICENSE 65, TLN385:94179, LAST REVISED 04/08/2021; THENCE NORTH 39° 55' 38" EAST ON SAID SOUTHERLY LICENSE LINE 31.38 FEET TO THE EAST LINE OF SAID LOT 2; THENCE SOUTH 23° 41' 57" EAST ON SAID EAST LINE 20.13 FEET; THENCE SOUTH 22° 44' 34" EAST ON SAID EAST LINE 71.06 FEET TO THE POINT OF BEGINNING.



STATE OF INDIANA ST. JOSEPH CITY OF SOUTH BEND SECTION(S) 12, T 37 N, R 2 E

EXHIBIT "C"

THIS IS NOT A BOUNDARY SURVEY.

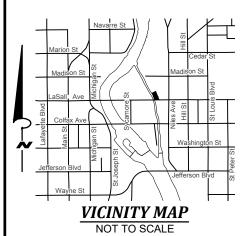
CITY OF SOUTH BEND, FOR THE USE AND BENEFIT OF ITS PARK DEPARTMENT DOCUMENT NO. 0361401 STATE ID: 71-08-01-379-002.000-026

TEMPORARY CONSTRUCTION LICENSE AREAS ARE NOT SUBJECT TO THE LICENSE AGREEMENT TERM DURATION

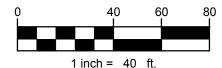


TEMPORARY CONSTRUCTION LICENSE AREA DESCRIPTION

THAT PART OF LOT 2, "MILL RACE SUBDIVISION," BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 12 AND THE SOUTHWEST QUARTER OF SECTION 1, SECTION 12, TOWNSHIP 37 NORTH, RANGE 2 EAST, CITY OF SOUTH BEND, ST. JOSEPH COUNTY, INDIANA, RECORDED IN DOCUMENT NO. 8527030, IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA, DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 89° 35' 08" WEST ON THE SOUTH LINE OF SAID LOT 2 A DISTANCE OF 34.35 FEET TO THE EASTERLY EDGE OF WATER OF THE EAST RACE; THENCE NORTHWESTERLY 63.88 FEET ON SAID EASTERLY EDGE OF WATER AND ON A 499.90 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 19° 32' 38" WEST 63.84 FEET TO THE SOUTHERLY LINE OF A LICENSE AREA TO AEP INDIANA MICHIGAN TRANSMISSION COMPANY, INC., MUESSEL - COLFAX, LICENSE 65, TLN385:94179, LAST REVISED 04/08/2021; THENCE NORTH 39° 55' 38" EAST ON SAID SOUTHERLY LICENSE LINE 31.38 FEET TO THE EAST LINE OF SAID LOT 2; THENCE SOUTH 23° 41' 57" EAST ON SAID EAST LINE 20.13 FEET; THENCE SOUTH 22° 44' 34" EAST ON SAID EAST LINE 71.06 FEET TO THE POINT OF BEGINNING.

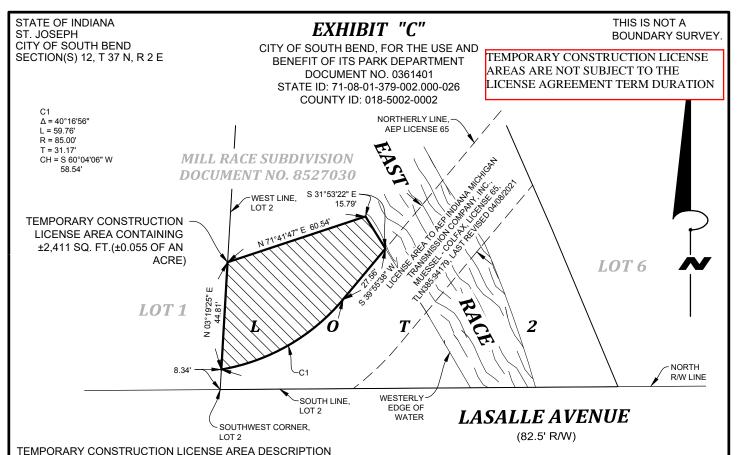


BEARINGS ARE BASED ON THE INDIANA STATE PLANE COORDINATE SYSTEM, EAST ZONE, U.S. SURVEY FEET.



BRIAN P. LIEBERG LS-20800148 DATE

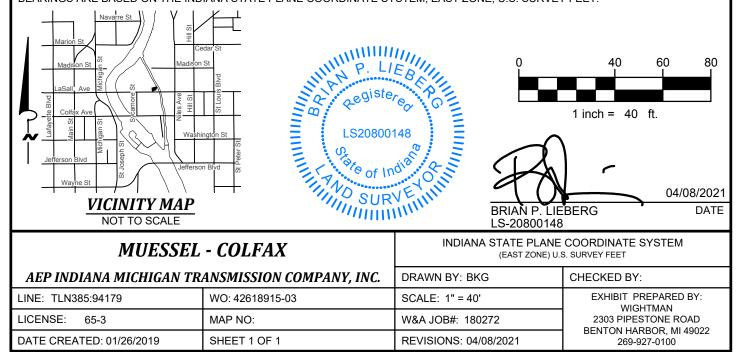
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MUESSEL - COLFAX		INDIANA STATE PLANE COORDINATE SYSTEM (EAST ZONE) U.S. SURVEY FEET	
AEP INDIANA MICHIGAN TRANSMISSION COMPANY, INC.		DRAWN BY: BKG	CHECKED BY:
LINE: TLN385:94179	WO: 42618915-03	SCALE: 1" = 40'	EXHIBIT PREPARED BY: WIGHTMAN
LICENSE: 65-2	MAP NO:	W&A JOB#: 180272	2303 PIPESTONE ROAD BENTON HARBOR, MI 49022 269-927-0100
DATE CREATED: 01/26/2019	SHEET 1 OF 1	REVISIONS: 04/08/2021	

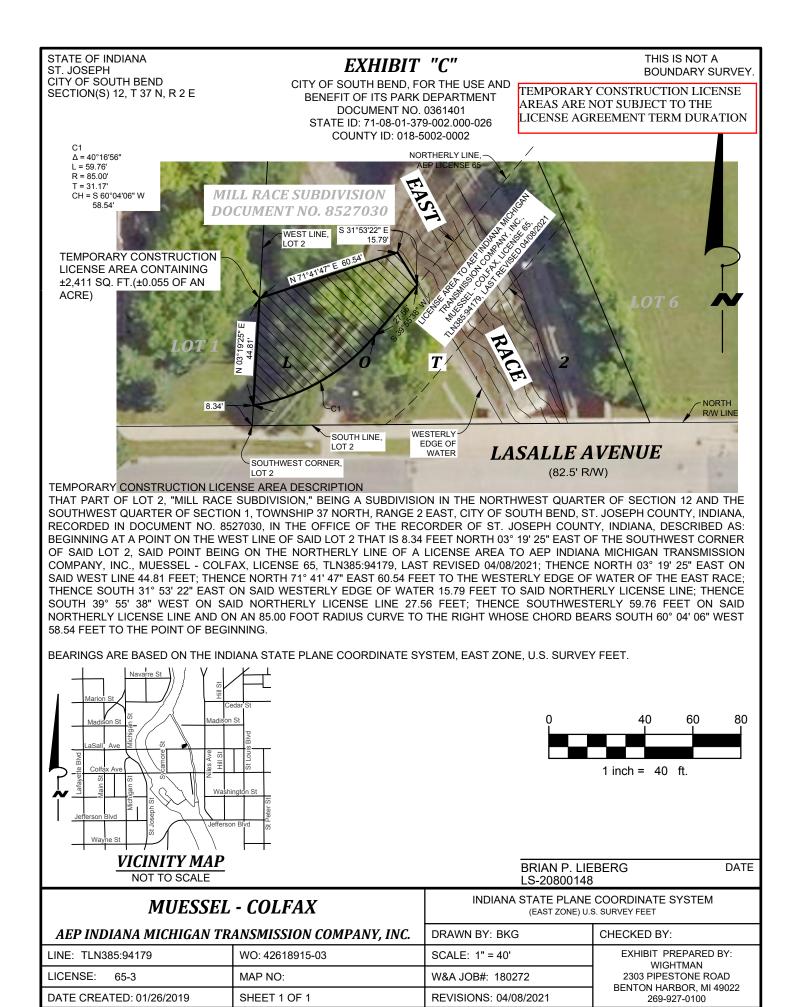


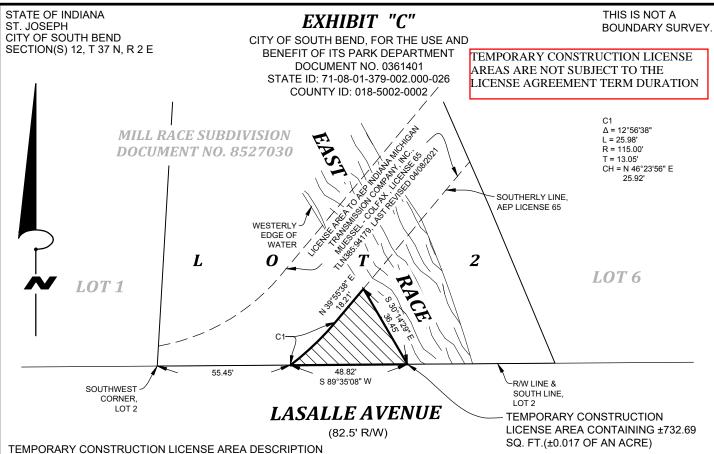
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BEARINGS ARE BASED ON THE INDIANA STATE PLANE COORDINATE SYSTEM, EAST ZONE, U.S. SURVEY FEET.

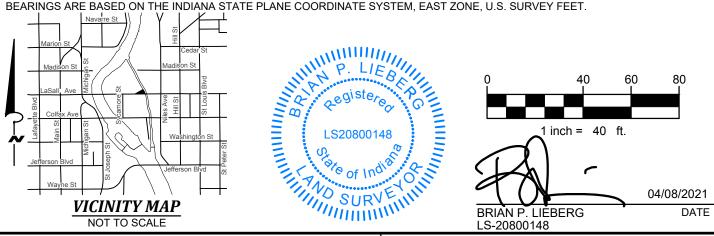
58.54 FEET TO THE POINT OF BEGINNING.







THAT PART OF LOT 2, "MILL RACE SUBDIVISION," BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 12 AND THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 2 EAST, CITY OF SOUTH BEND, ST. JOSEPH COUNTY, INDIANA, RECORDED IN DOCUMENT NO. 8527030, IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA, DESCRIBED AS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 2 THAT IS 55.45 FEET NORTH 89° 35′ 08" EAST OF THE SOUTHWEST CORNER OF SAID LOT 2, SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF A LICENSE AREA TO AEP INDIANA MICHIGAN TRANSMISSION COMPANY, INC., MUESSEL - COLFAX, LICENSE 65, TLN385:94179, LAST REVISED 04/08/2021; THENCE NORTHEASTERLY 25.98 FEET ON SAID SOUTHERLY LICENSE LINE AND ON A 115.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 46° 23′ 56" EAST 25.92 FEET; THENCE NORTH 39° 55′ 38" EAST ON SAID SOUTHERLY LICENSE LINE 18.21 FEET TO THE WESTERLY EDGE OF WATER OF THE EAST RACE; THENCE SOUTH 30° 14′ 29" EAST ON SAID WESTERLY EDGE OF WATER 36.45 FEET TO THE SOUTH LINE OF SAID LOT 2; THENCE SOUTH 89° 35′ 08" WEST ON SAID SOUTH LINE 48.82 FEET TO THE POINT OF BEGINNING



NOT TO SCALE LS-20800148			
MUESSEL - COLFAX		INDIANA STATE PLANE COORDINATE SYSTEM, EAST ZONE U.S. SURVEY FEET	
AEP INDIANA MICHIGAN TRANSMISSION COMPANY, INC.		DRAWN BY: BKG	CHECKED BY:
LINE: TLN385:94179	WO: 42618915-03	SCALE: 1" = 40'	EXHIBIT PREPARED BY: WIGHTMAN
LICENSE: 65-4	MAP NO:	W&A JOB#: 180272	2303 PIPESTONE ROAD BENTON HARBOR, MI 49022 269-927-0100
DATE CREATED: 01/26/2019	SHEET 1 OF 1	REVISIONS: 04/08/2021	
EVIJIDIT C. Dogo 22 of 24			

STATE OF INDIANA ST. JOSEPH CITY OF SOUTH BEND SECTION(S) 12, T 37 N, R 2 E

EXHIBIT "C"

THIS IS NOT A BOUNDARY SURVEY.

CITY OF SOUTH BEND, FOR THE USE AND BENEFIT OF ITS PARK DEPARTMENT DOCUMENT NO. 0361401 STATE ID: 71-08-01-379-002.000-026 COUNTY ID: 018-5002-0002 /

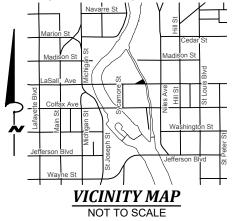
TEMPORARY CONSTRUCTION LICENSE AREAS ARE NOT SUBJECT TO THE LICENSE AGREEMENT TERM DURATION



TEMPORARY CONSTRUCTION LICENSE AREA DESCRIPTION

THAT PART OF LOT 2, "MILL RACE SUBDIVISION," BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 12 AND THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 2 EAST, CITY OF SOUTH BEND, ST. JOSEPH COUNTY, INDIANA, RECORDED IN DOCUMENT NO. 8527030, IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA, DESCRIBED AS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 2 THAT IS 55.45 FEET NORTH 89° 35′ 08″ EAST OF THE SOUTHWEST CORNER OF SAID LOT 2, SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF A LICENSE AREA TO AEP INDIANA MICHIGAN TRANSMISSION COMPANY, INC., MUESSEL - COLFAX, LICENSE 65, TLN385:94179, LAST REVISED 04/08/2021; THENCE NORTHEASTERLY 25.98 FEET ON SAID SOUTHERLY LICENSE LINE AND ON A 115.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 46° 23′ 56″ EAST 25.92 FEET; THENCE NORTH 39° 55′ 38″ EAST ON SAID SOUTHERLY LICENSE LINE 18.21 FEET TO THE WESTERLY EDGE OF WATER OF THE EAST RACE; THENCE SOUTH 30° 14′ 29″ EAST ON SAID WESTERLY EDGE OF WATER 36.45 FEET TO THE SOUTH LINE OF SAID LOT 2; THENCE SOUTH 89° 35′ 08″ WEST ON SAID SOUTH LINE 48.82 FEET TO THE POINT OF BEGINNING.

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





BRIAN P. LIEBERG LS-20800148 DATE

		LO 20000110	
MUESSEL - COLFAX		INDIANA STATE PLANE COORDINATE SYSTEM, EAST ZONE, U.S. SURVEY FEET	
AEP INDIANA MICHIGAN TR	ANSMISSION COMPANY, INC.	DRAWN BY: BKG	CHECKED BY:
LINE: TLN385:94179	WO: 42618915-03	SCALE: 1" = 40'	EXHIBIT PREPARED BY: WIGHTMAN
LICENSE: 65-4	MAP NO:	W&A JOB#: 180272	2303 PIPESTONE ROAD
DATE CREATED: 01/26/2019	SHEET 1 OF 1	REVISIONS: 04/08/2021	BENTON HARBOR, MI 49022 269-927-0100

EXHIBIT D

Tree Removal Location Map

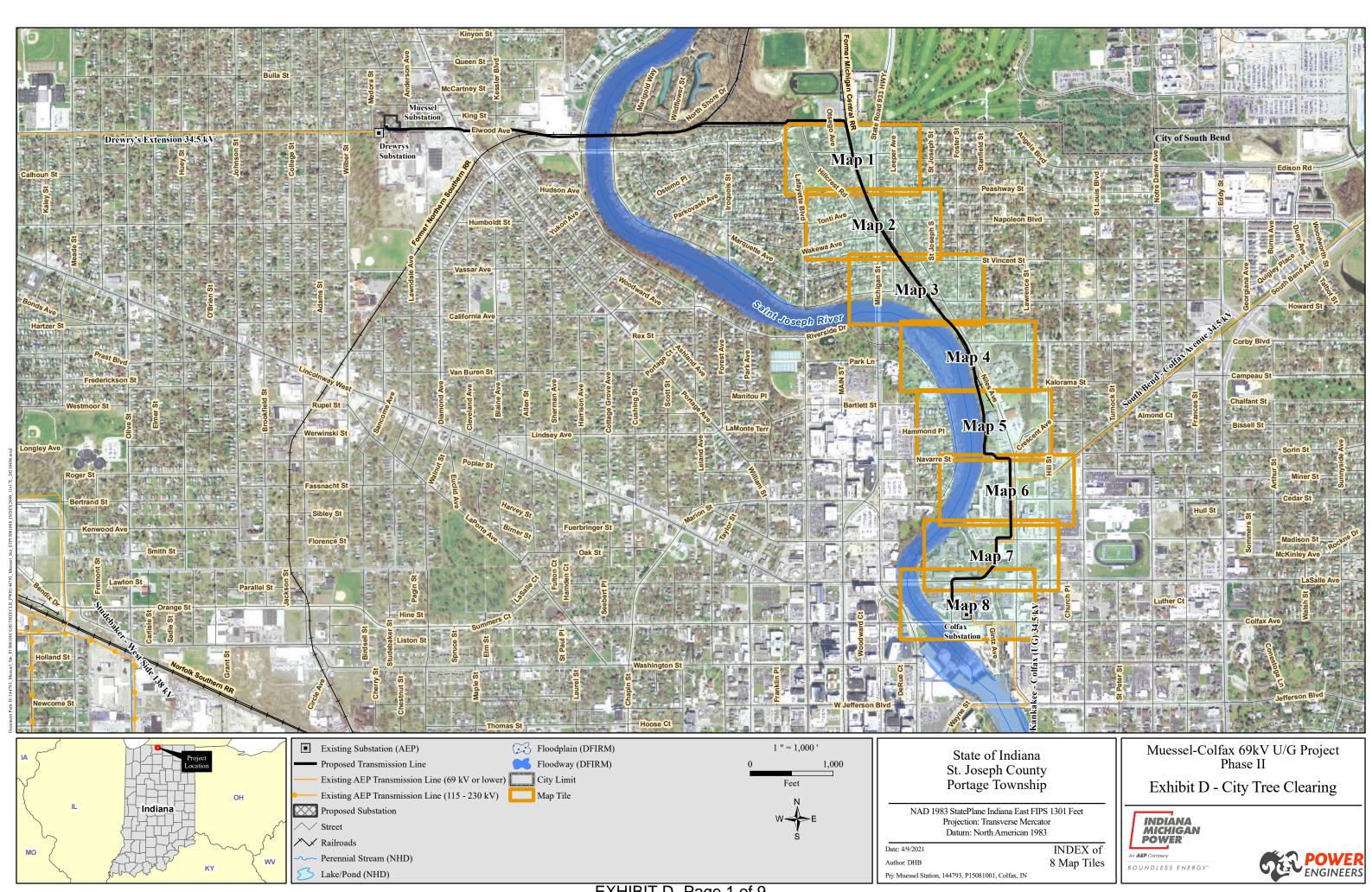


EXHIBIT D -Page 1 of 9

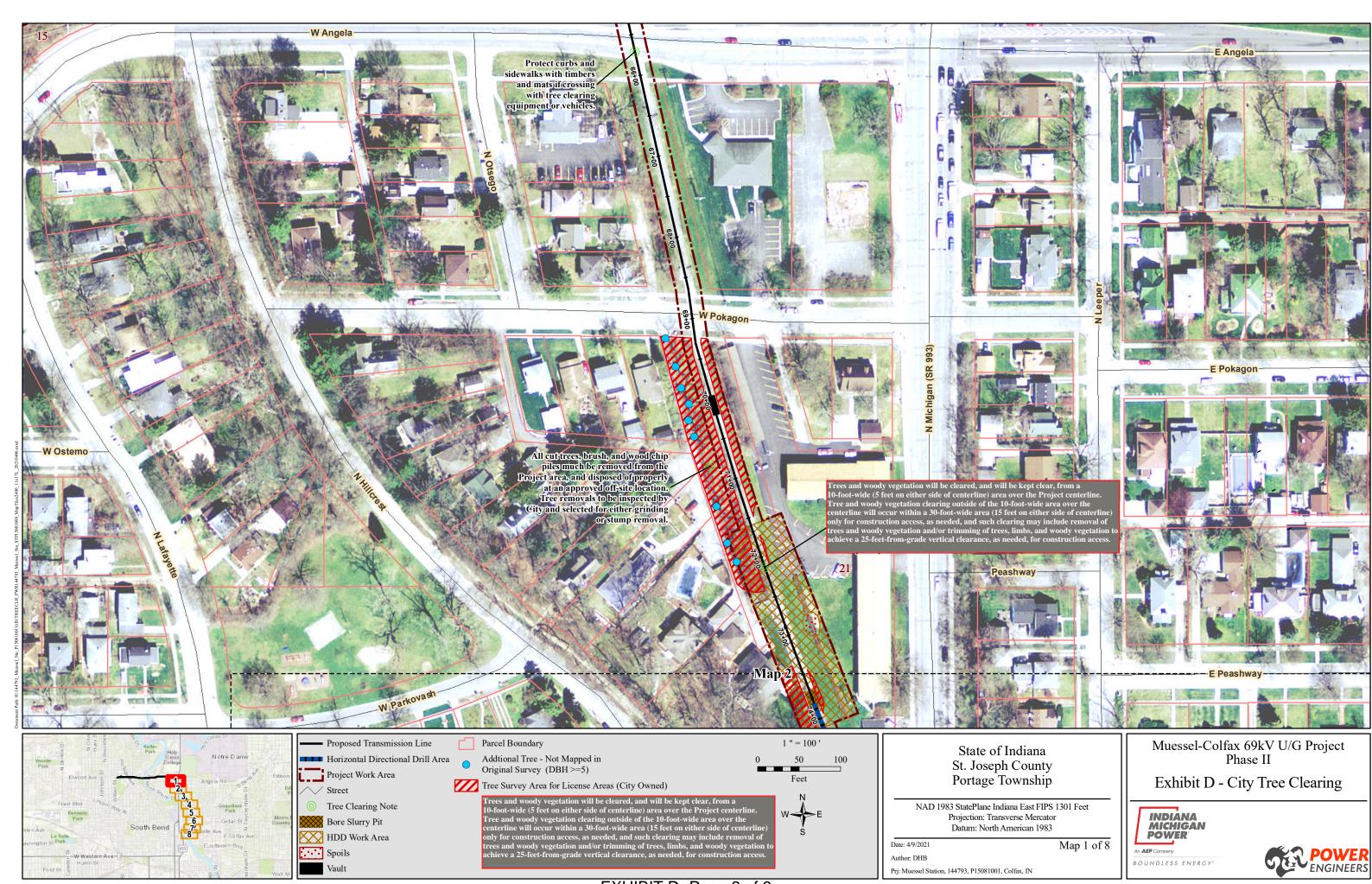


EXHIBIT D -Page 2 of 9

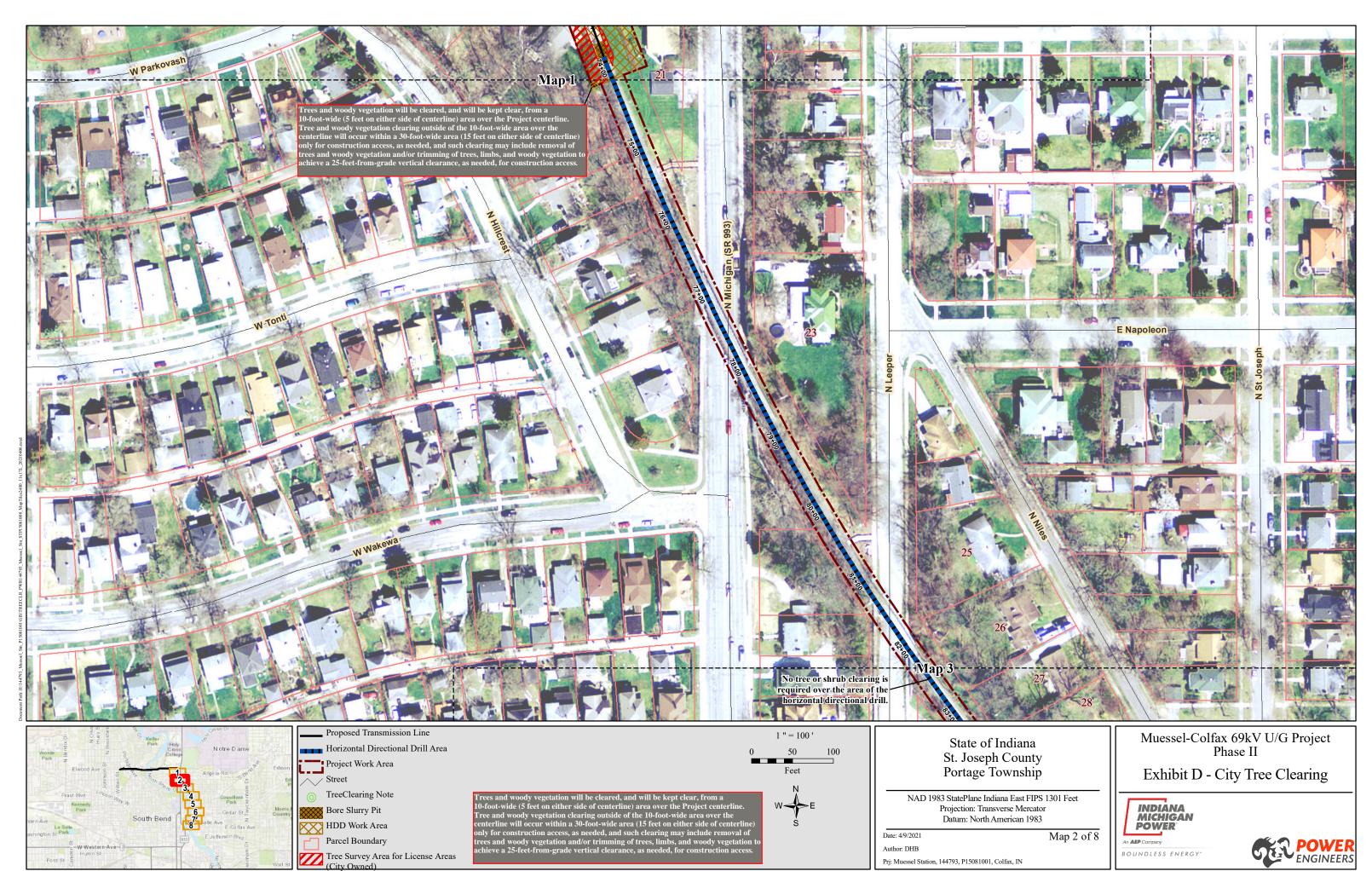


EXHIBIT D -Page 3 of 9

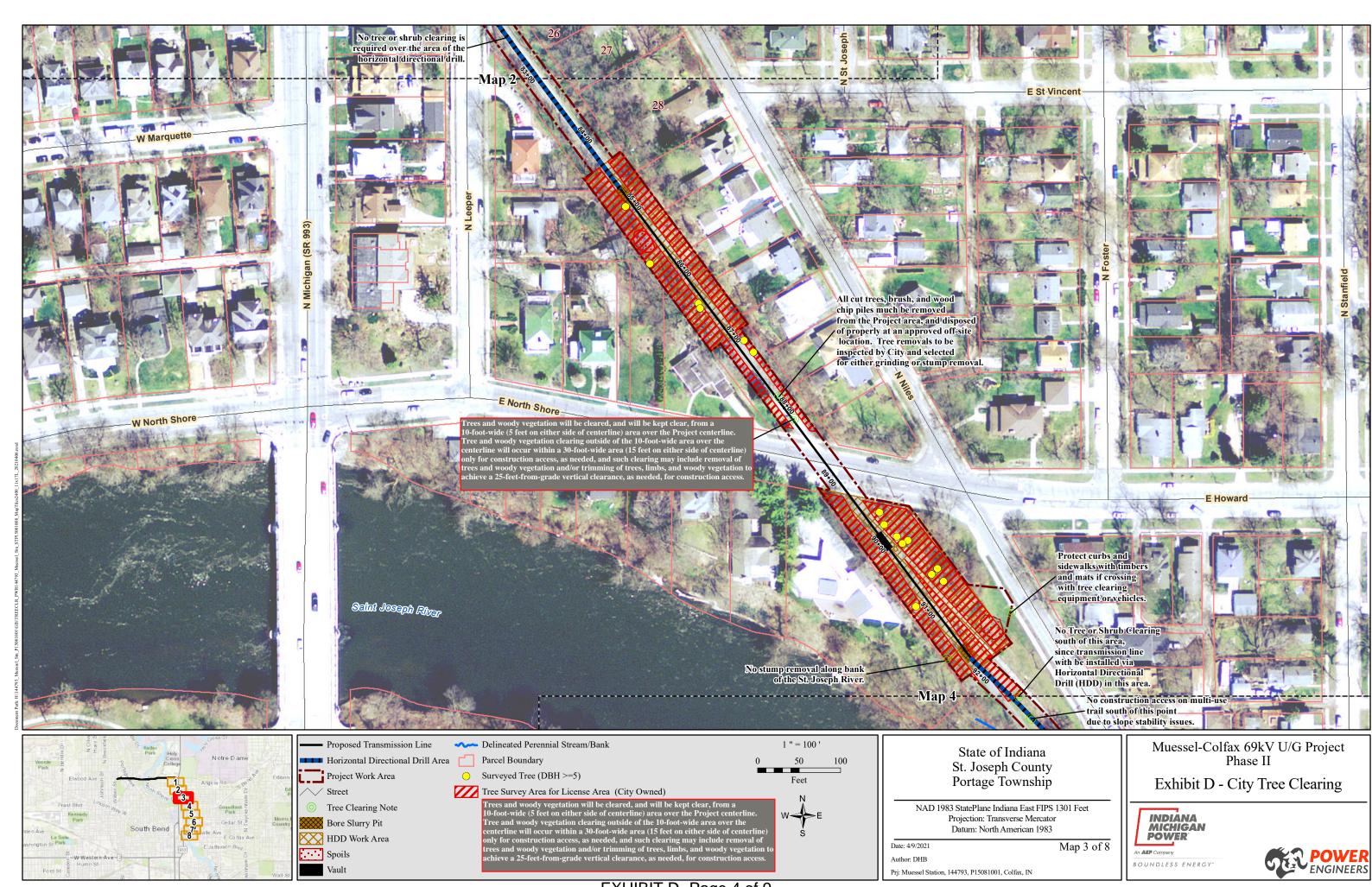


EXHIBIT D -Page 4 of 9

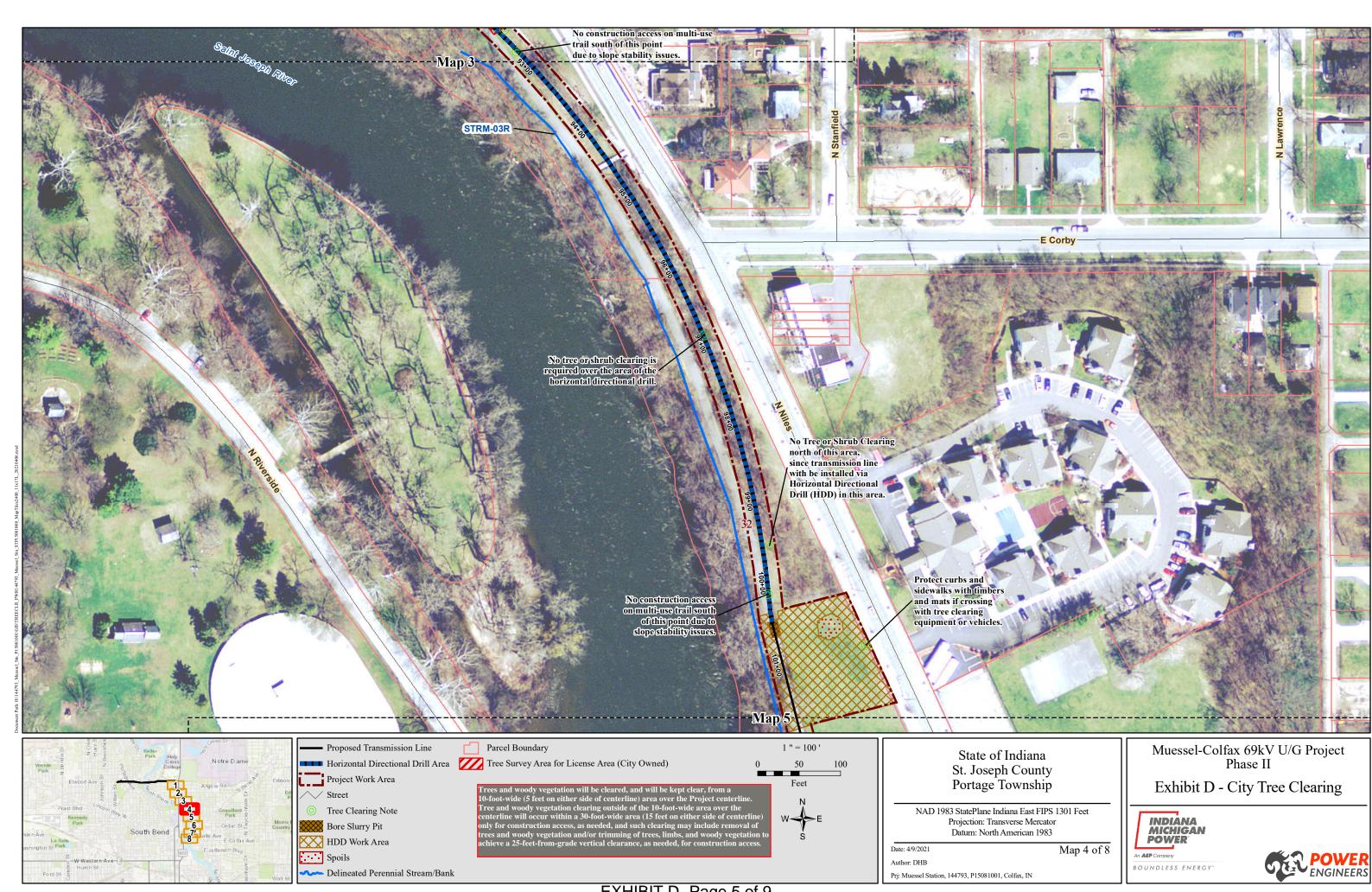


EXHIBIT D -Page 5 of 9

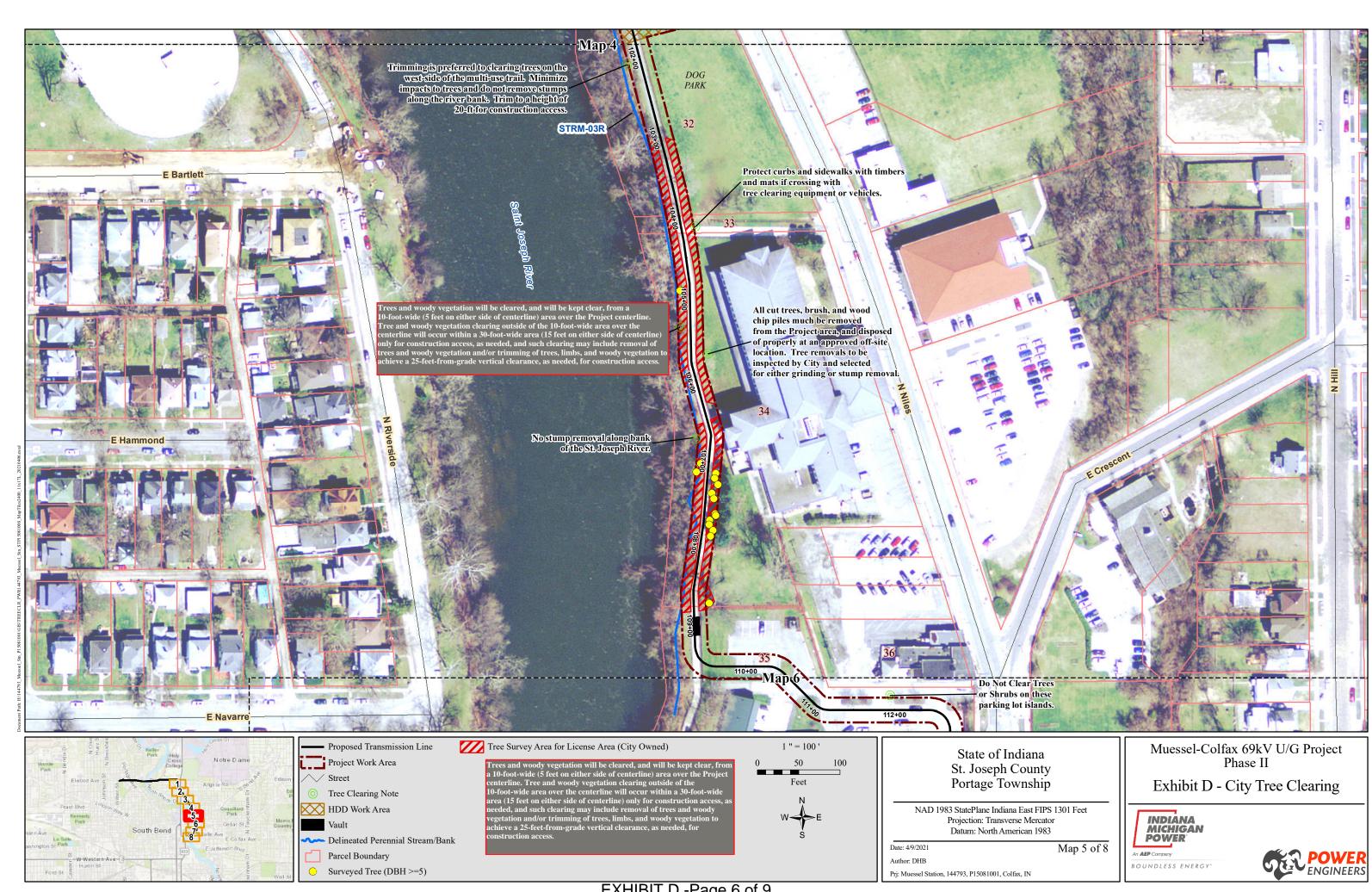


EXHIBIT D -Page 6 of 9

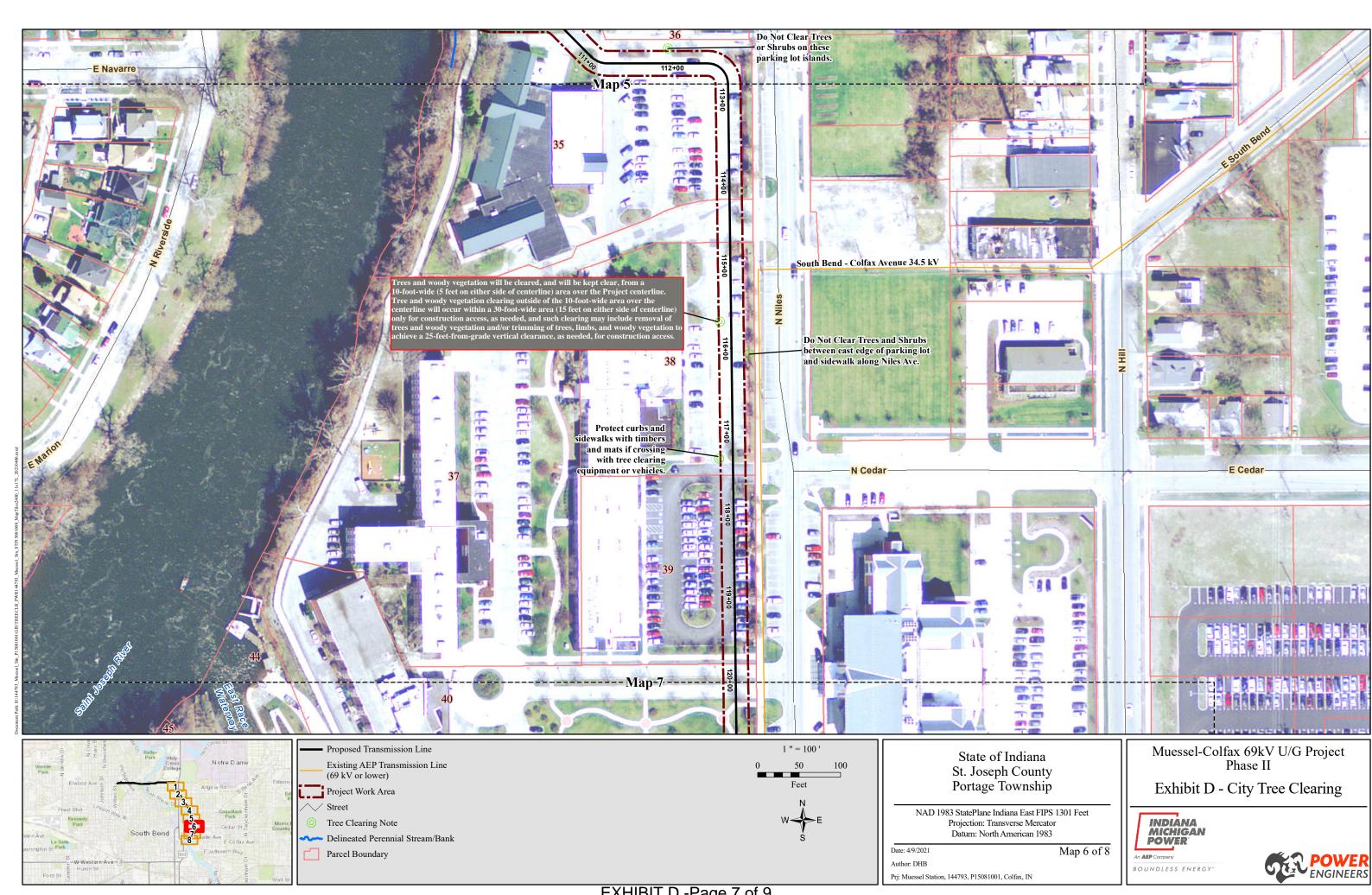


EXHIBIT D -Page 7 of 9

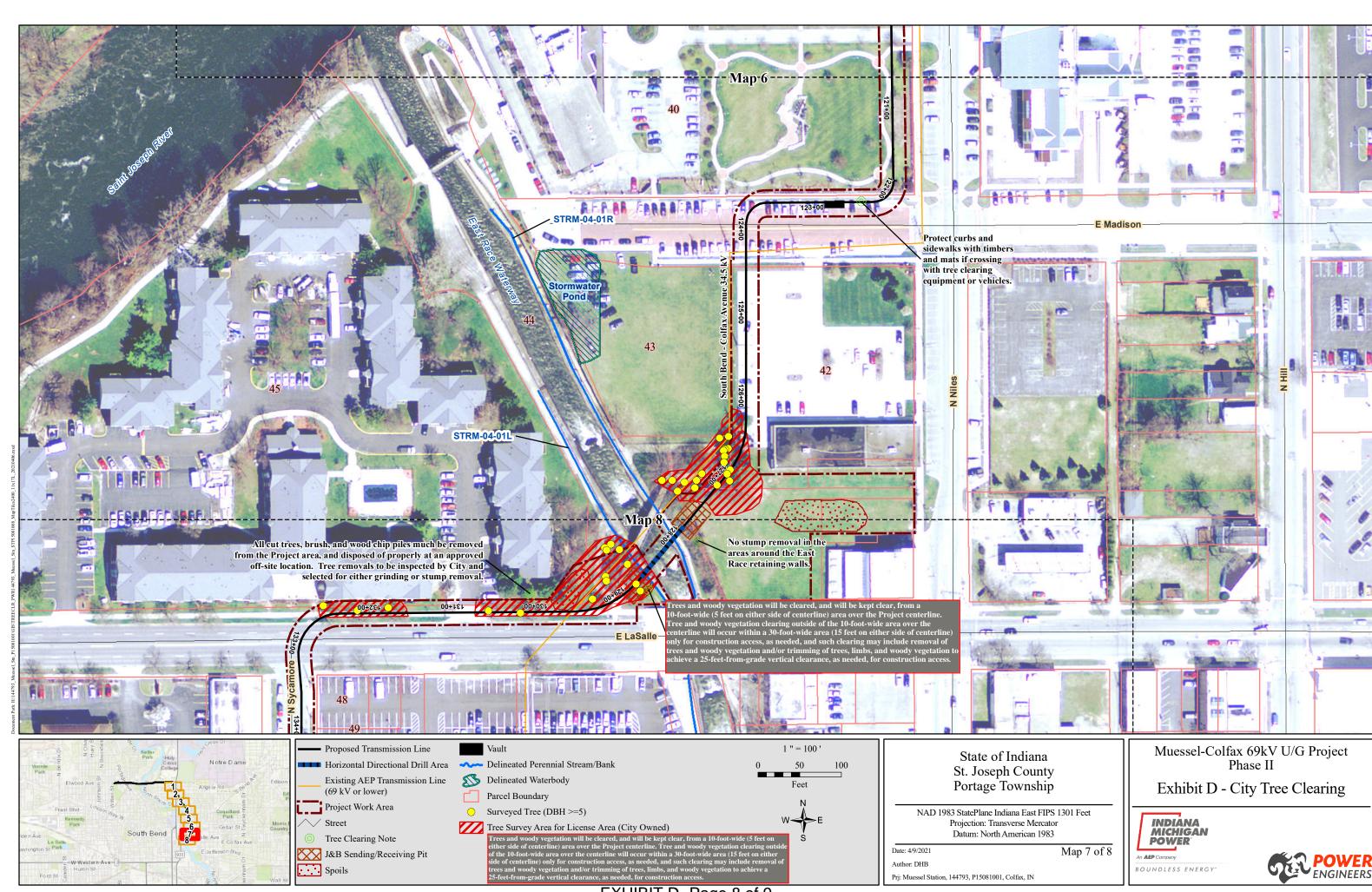


EXHIBIT D -Page 8 of 9

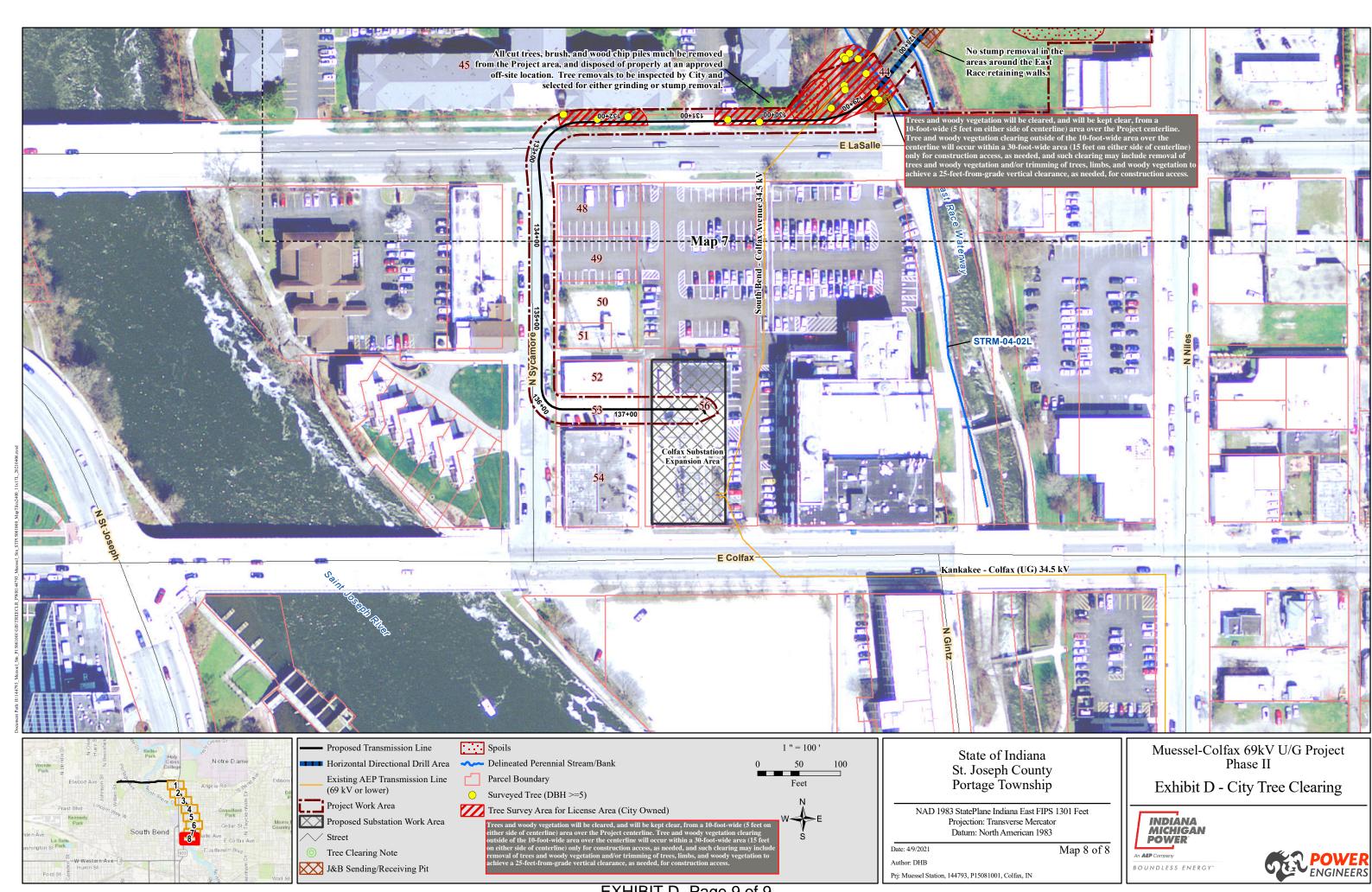
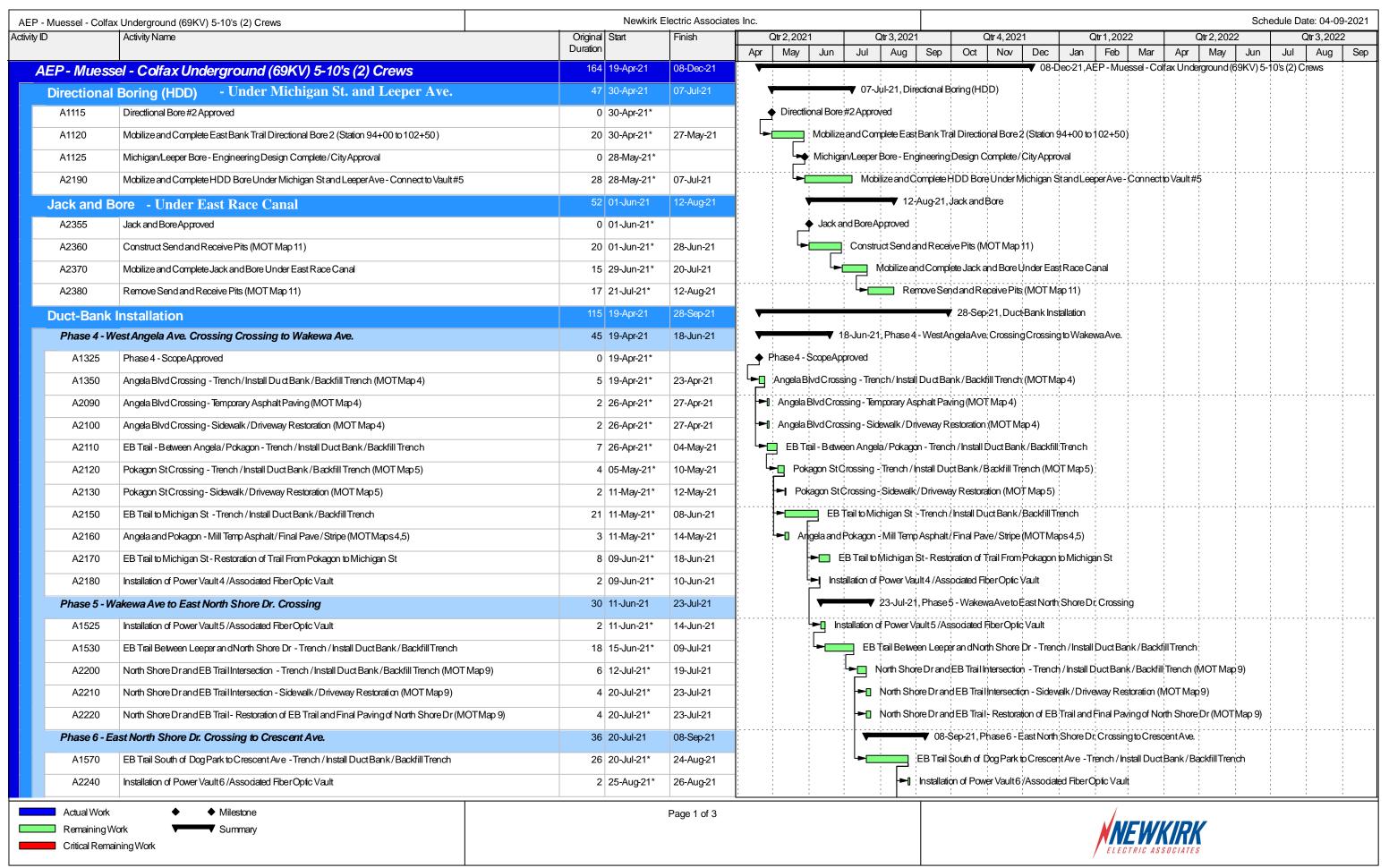
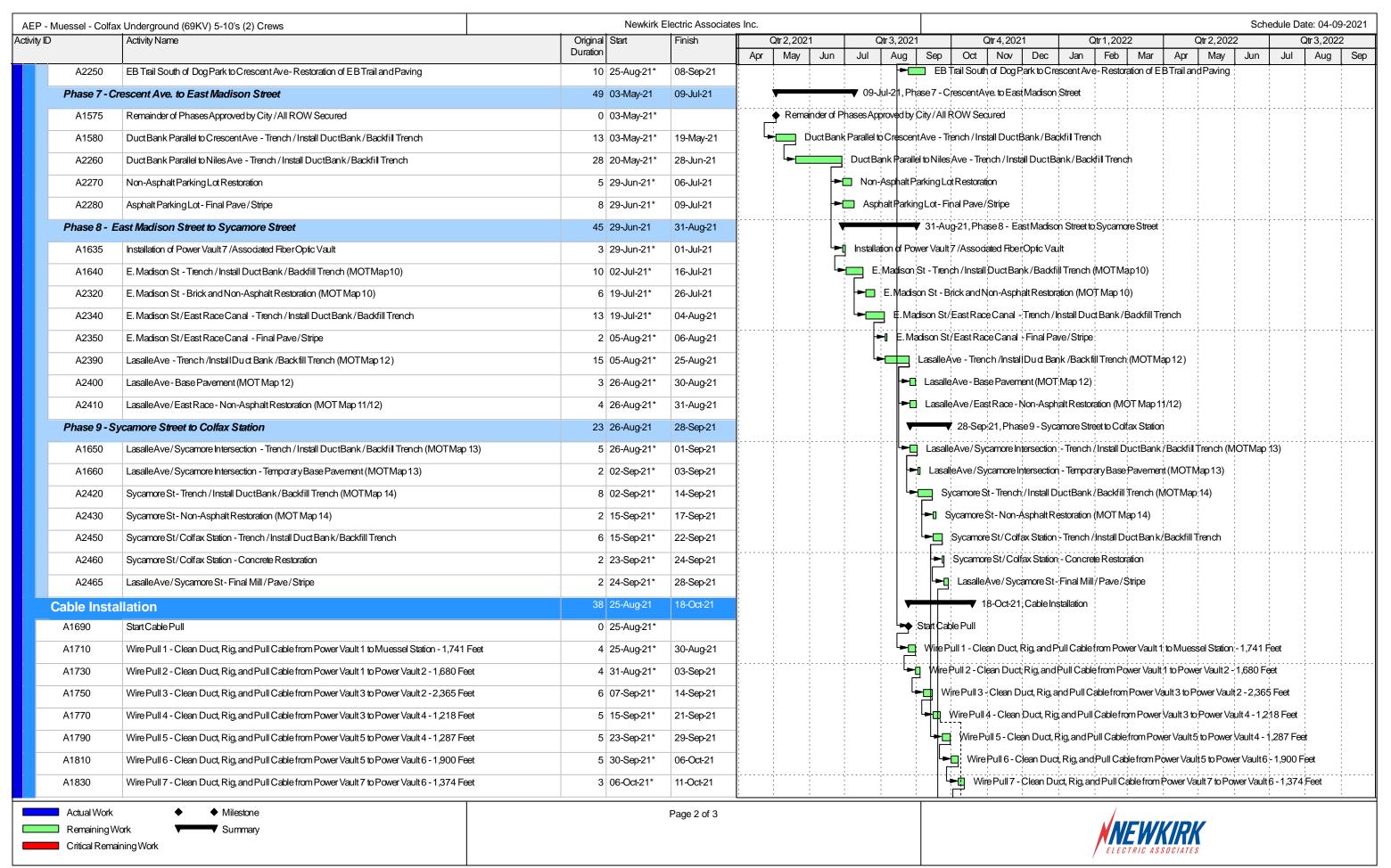


EXHIBIT D -Page 9 of 9

EXHIBIT E

Schedule of Work





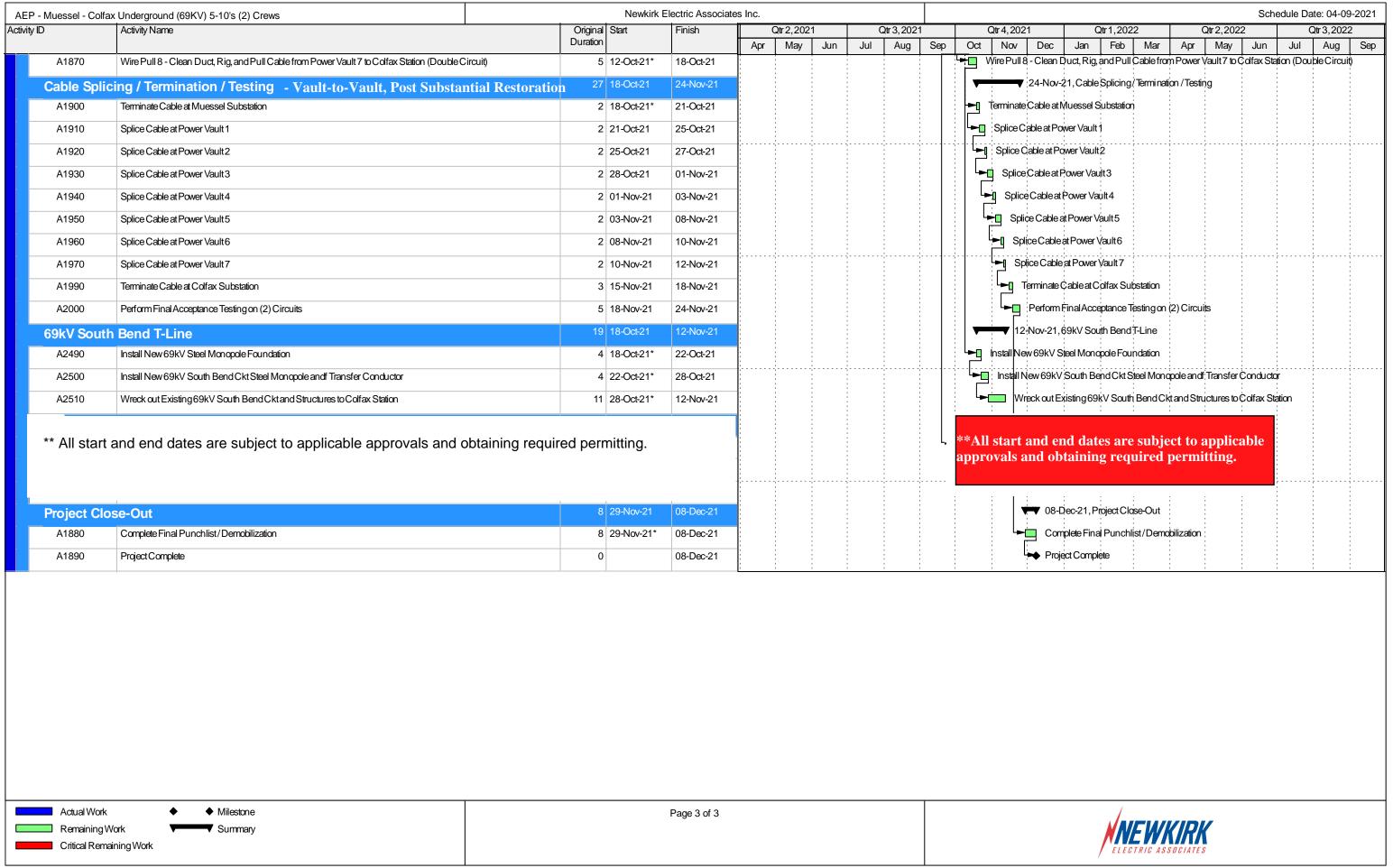


EXHIBIT F

Memorandum of License Agreement for Recording

MEMORANDUM OF LICENSE AGREEMENT

This Memorandum of License Agreement is entered into this <u>13th</u>day of <u>April</u>, 2021, by and between the **City of South Bend, Indiana, by and through its Board of Public Works and its Board of Park Commissioner** (hereinafter collectively referred to as the "City"), and **Indiana Michigan Power Company**, a subsidiary of American Electric Power Incorporated, (hereinafter referred to as "I&M").

The City, as licensor, and I&M, as licensee, have entered into a Memorandum of Understanding for Rights-of-Way Work and License Agreement, dated 13th. April , 2021, (the "License Agreement") regarding certain real property located in St. Joseph County, Indiana described in the last deeds of record identified in the attached Exhibit A (the "Property") and more particularly described in the attached Exhibit B (the "License Areas") for the purpose of installing, operating, maintaining, inspecting, replacing, upgrading, adding to, and repairing underground electric transmission, distribution, and communication lines and appurtenant equipment and fixtures, being, in, under, and through the Property.

This Memorandum of License Agreement is subject to all of the terms and conditions of the License Agreement, which are incorporated herein by reference. The City and I&M expressly acknowledge and agree that the License Agreement constitutes the entire agreement between the City and I&M regarding the subject matter of this Memorandum of License Agreement, and this Memorandum shall not be construed to modify or amend the License Agreement in any respect.

I&M or the City may record this Memorandum of License Agreement in the real property records of St. Joseph County, Indiana.

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

CITY OF SOUTH BEND, INDIANA BOARD OF PUBLIC WORKS

The		349
Elizabeth A. M	Maradik, President	Jordan V. Gathers, Member
Dugas	Dilot	Ming & mills
Gary A. Gilot,	Member	Murray L. Miller, Member
2 M		Anu Feels
Joseph R. Mol	nar, Member	Attest: Anne Fuchs, Clerk
State of <u>Indiana</u> §		
State of <u>Indiana</u> § County of <u>5t</u> . Joseph §		
This instrument was acknowledged be 2021 by Elizabeth A. Maradik as Presi as Members; and Anne Fuchs as Clerk Board of Public Works.	ident; Jordan Gathers, Gary	Gilot, and Joseph Molnar,
LAURA D. HENSLEY Notary Public - Seal St Joseph County - State of Indiana Commission Number NP0732150 My Commission Expires Mar 3, 2029	Notary Public Print Name: Laura My Commission Expires I am a resident of Step Acting in the County of	s: Mar 3, 2029

CITY OF SOUTH BEND, INDIANA BOARD OF PARK COMMISSIONERS

		Mark Neal, President	
		Consuella Hopkins, Vice President	
		Aimee Buccellato, Member	
		Dan Farrell, Member	
State of	§		
	§		
County of	§		
2021 by Mark Neal as	s President, Con arrell as Membe	efore me on this day of suella Hopkins as Vice President, and Amy ers, for and on behalf of the City of South Bend, s.	
		Notary Public	
		Print Name:	
		My Commission Expires:	
		I am a resident of County,	
		Acting in the County of	(S

INDIANA MICHIGAN POWER COMPANY,

an Indiana Corporation, and a unit of American Electric Power

(Brenda Unternaher)

Manager, Transmission Right-of-Way, American Electric Power Service Corp.

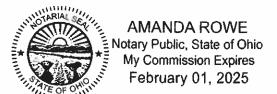
Authorized Signer

State of Ohio

§

County of Franklin &

This instrument was acknowledged before me on this 9 day of April 2071 by Brenda Unternance, for and on behalf of Indiana Michigan Power Company.



Notary Public

Print Name: Amanda Rowe

My Commission Expires: 02/01/2025

I am a resident of Franklin County, Ohio

Acting in the County of Franklin, Ohio (State)

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. /s/ Calvert S. Miller

This instrument prepared by Calvert S. Miller, CARSON LLP, 301 West Jefferson Blvd., Suite 200, Fort Wayne, IN 46802, for and on behalf of AEP Indiana Michigan Transmission Company, Inc., a unit of American Electric Power.

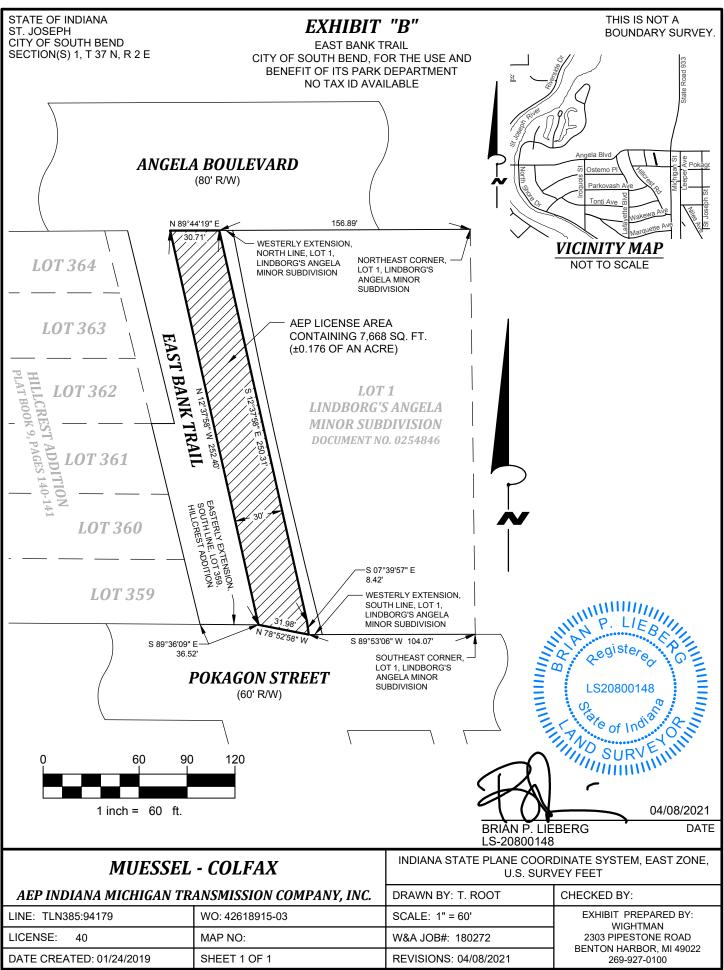
When recorded return to: American Electric Power - Transmission Right of Way, PO Box 60, Fort Wayne, IN 46801

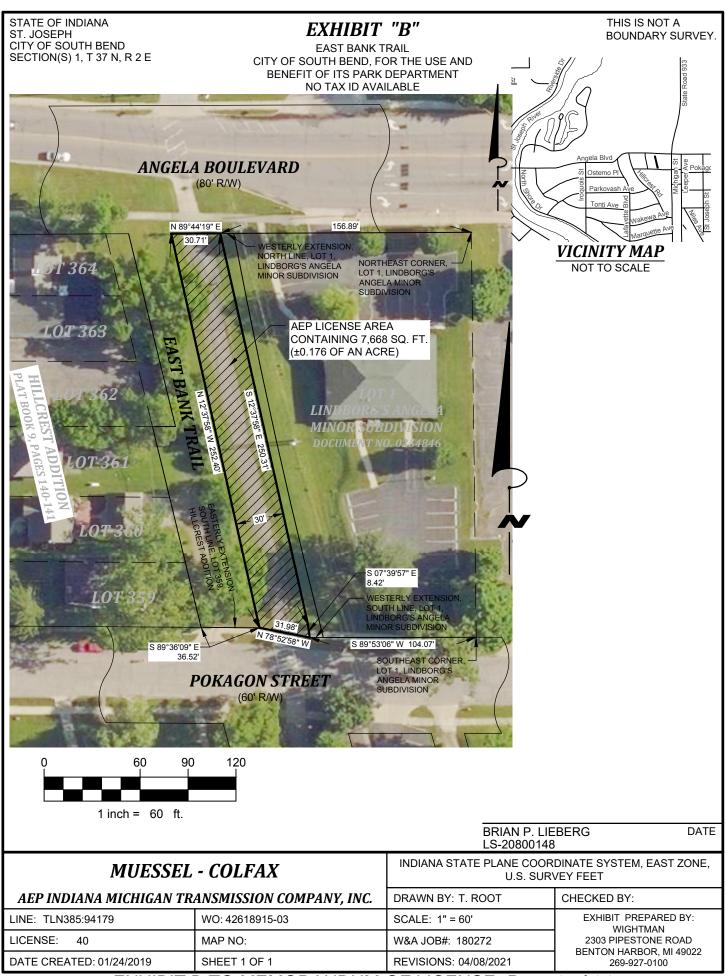
EXHIBIT A

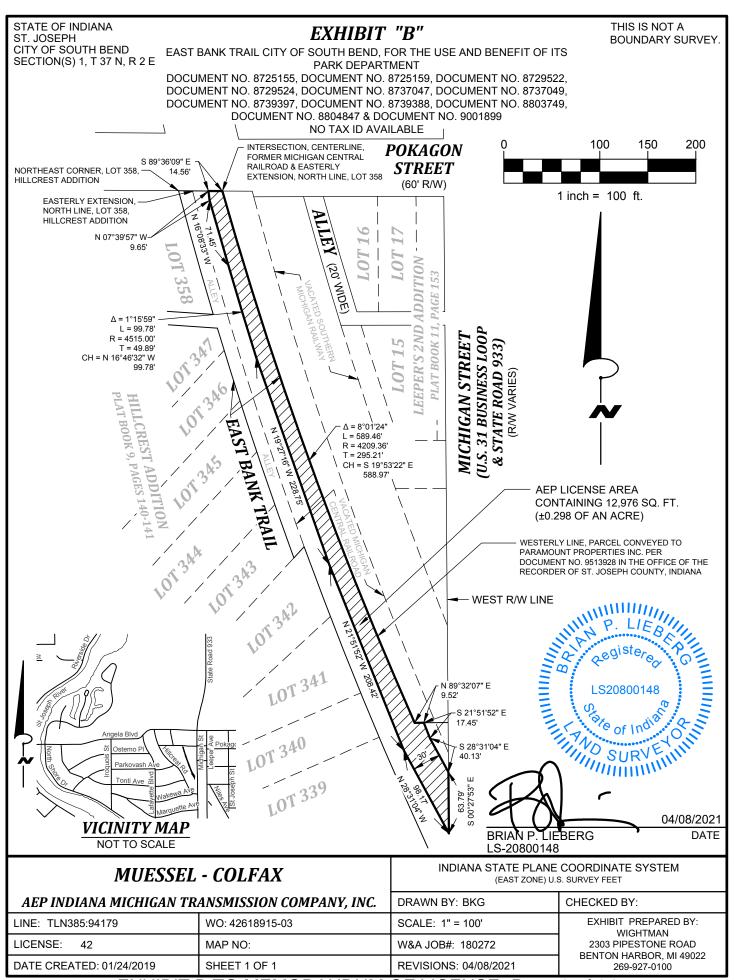
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		Page/Document No.:	
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Quit-Claim Deed	1/24/1990	9001903	
Quit-Claim Deed	9/17/1987	8729529	
Quit-Claim Deed	2/23/1988	8804847	
Personal Representative's	11/18/1987	8737049	
Quit Claim Deed			
Quit-Claim Deed	2/9/1988	8803749	
Quit-Claim Deed	12/14/1987	8739397	
Quit-Claim Deed	12/14/1987	8739398	
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Quit-Claim Deed	9/17/1987	8729524	
Quit-Claim Deed	8/7/1987	8725159	
Quit-Claim Deed	8/7/1987	8725155	
Quit-Claim Deed	11/18/1987	8737051	
Quit-Claim Deed	1/24/1990	9001892	
Quit-Claim Deed	9/17/1987	8729520	
Quit-Claim Deed	11/18/1987	8737050	
Quit-Claim Deed	9/17/1987	8729523	
Quit-Claim Deed	11/16/1987	8737047	
Quit-Claim Deed	9/17/1987	8729529	
Quit-Claim Deed	1/21/1990	9001906	
Quit-Claim Deed	11/18/1987	8737048	
Quit-Claim Deed	1/21/1990	9001903	
Quit-Claim Deed	9/17/1987	8729527	
Quit-Claim Deed	9/17/1987	8729528	
Quit-Claim Deed	8/7/1987	8725154	
Quit-Claim Deed	9/17/1987	8729525	
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Quit-Claim Deed	8/7/1987	8725157	
Quit-Claim Deed	8/7/1987	8725156	
Quit-Claim Deed	8/7/1987	8725158	
Deed	4/20/1988	8809649	
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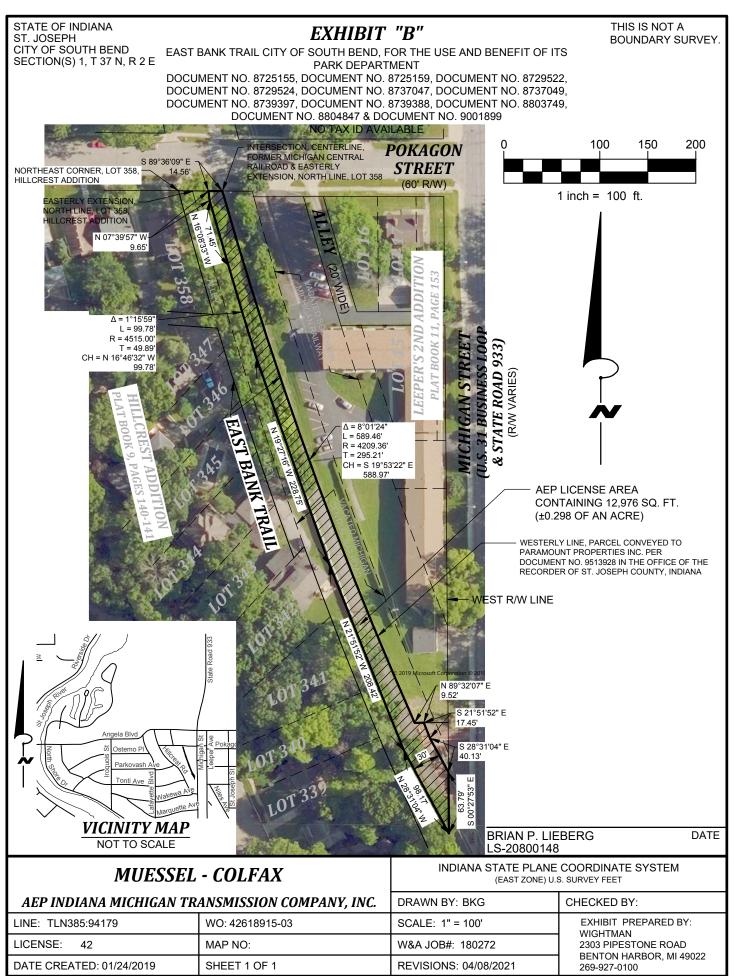
Additionally, a part of the vacated railroad right-of-way of the Consolidated Rail Corporation (formerly Michigan Central) located within the boundaries described for the East Bank Trail in a Resolution of the Board of Park Commissioners of the Park District of the City of South Bend, adopted April 21, 1987, and adjacent to the following described real estate: Lots Numbered 359, 360, 361, 362, 363, and 364 as shown on the recorded Plat of Hillcrest Addition to Navarre Place in the City of South Bend, St. Joseph County, Indiana.

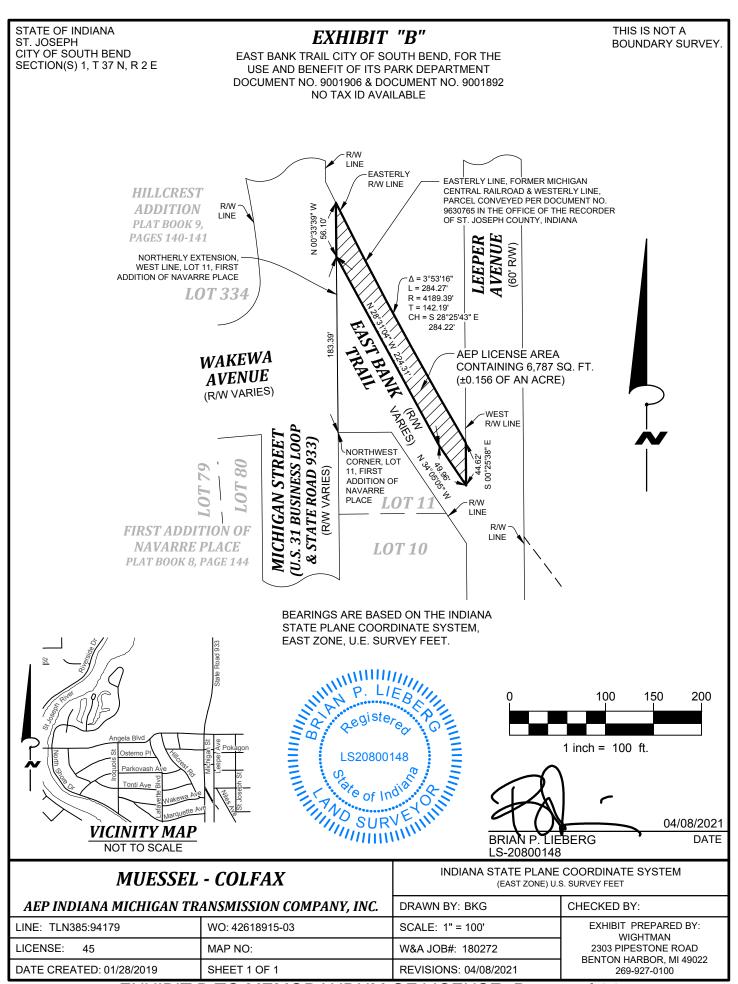
EXHIBIT A TO MEMORANDUM OF LICENSE - PAGE 1 OF 1











STATE OF INDIANA ST. JOSEPH CITY OF SOUTH BEND SECTION(S) 1, T 37 N, R 2 E

EXHIBIT "B"

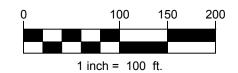
THIS IS NOT A BOUNDARY SURVEY.

EAST BANK TRAIL CITY OF SOUTH BEND, FOR THE USE AND BENEFIT OF ITS PARK DEPARTMENT DOCUMENT NO. 9001906 & DOCUMENT NO. 9001892 NO TAX ID AVAILABLE



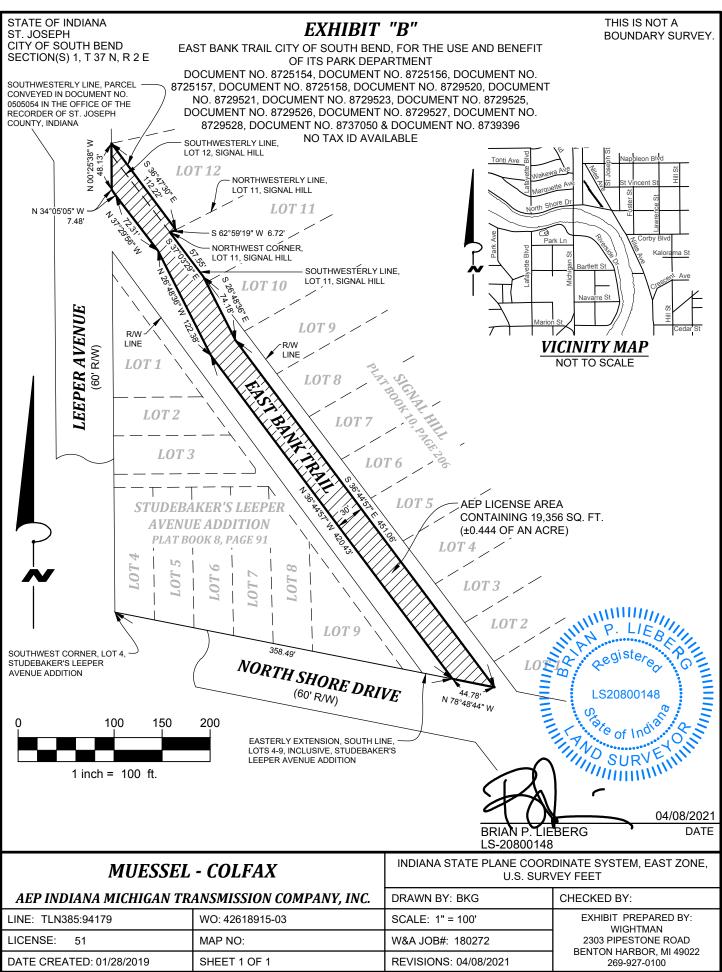


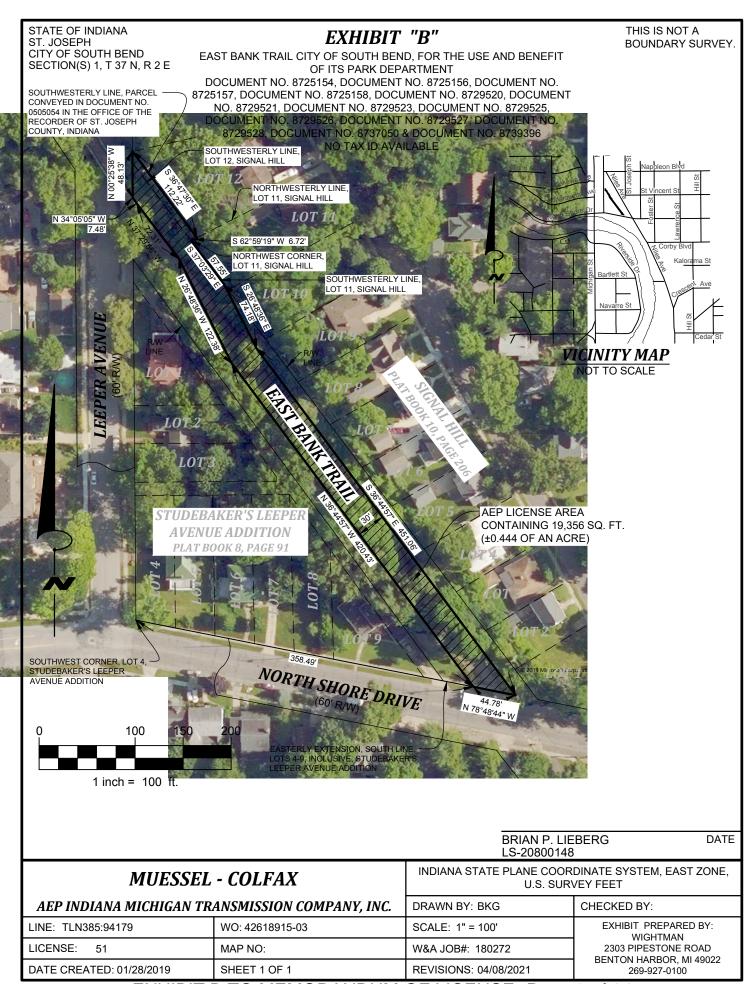
BEARINGS ARE BASED ON THE INDIANA STATE PLANE COORDINATE SYSTEM, EAST ZONE, U.E. SURVEY FEET.

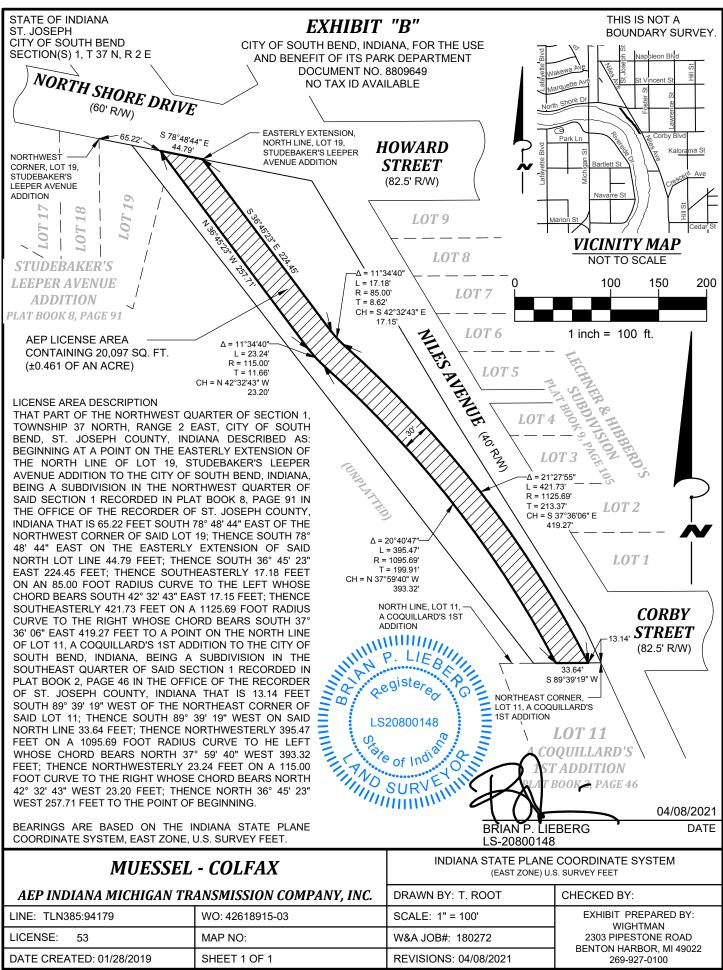


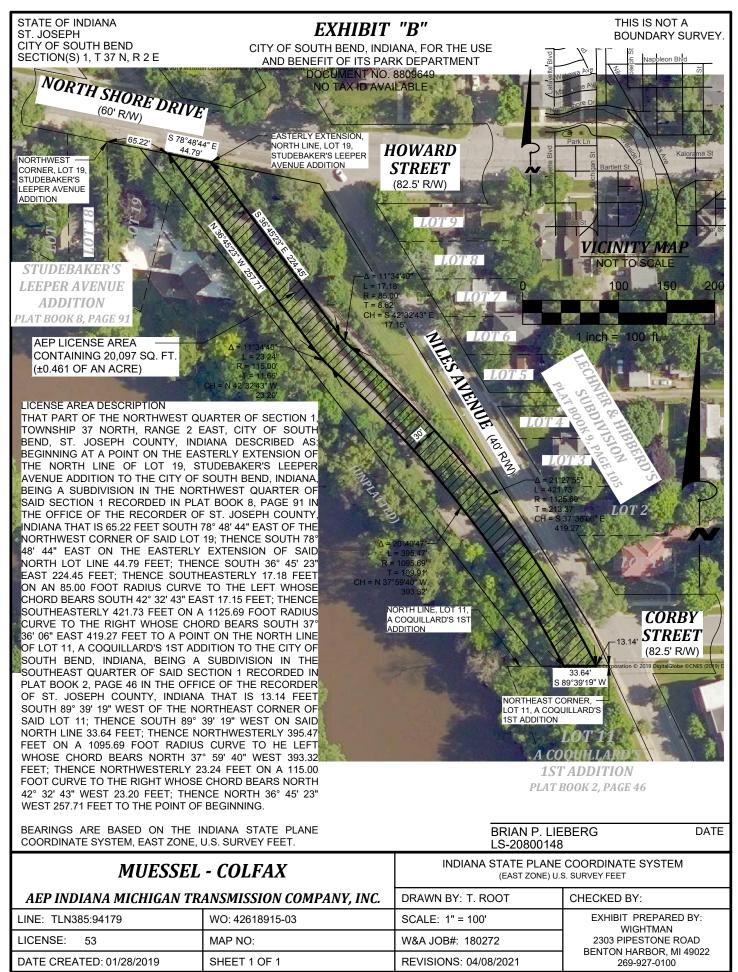
BRIAN P. LIEBERG LS-20800148 DATE

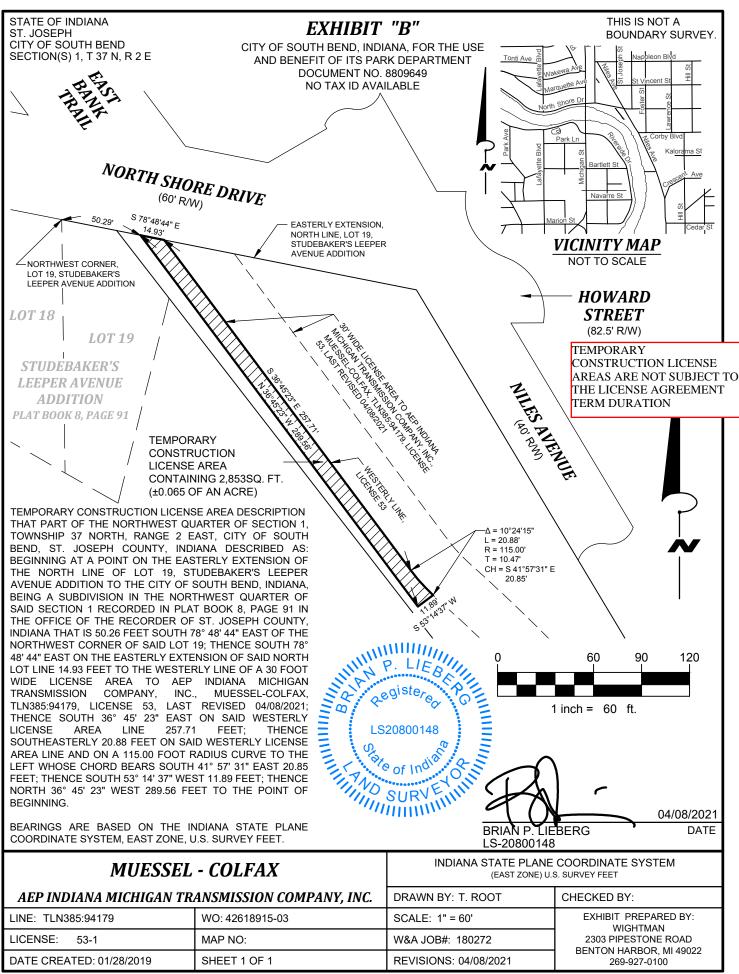
MUESSEL - COLFAX		INDIANA STATE PLANE COORDINATE SYSTEM (EAST ZONE) U.S. SURVEY FEET	
AEP INDIANA MICHIGAN TRANSMISSION COMPANY, INC.		DRAWN BY: BKG	CHECKED BY:
LINE: TLN385:94179	WO: 42618915-03	SCALE: 1" = 100'	EXHIBIT PREPARED BY: WIGHTMAN
LICENSE: 45	MAP NO:	W&A JOB#: 180272	2303 PIPESTONE ROAD
DATE CREATED: 01/28/2019	SHEET 1 OF 1	REVISIONS: 04/08/2021	BENTON HARBOR, MI 49022 269-927-0100

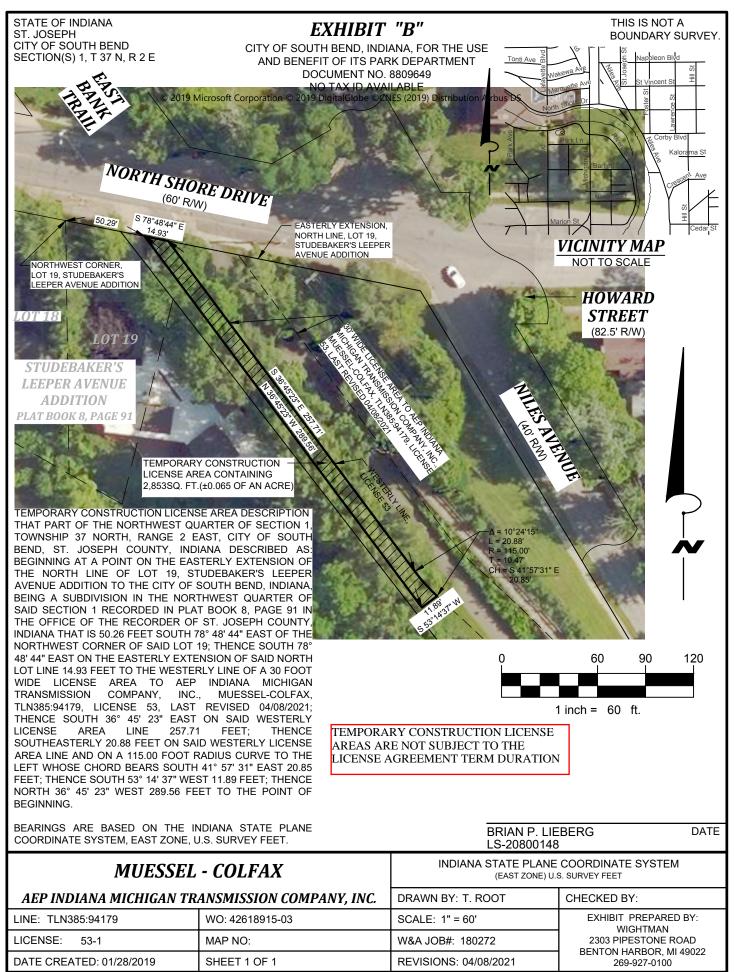


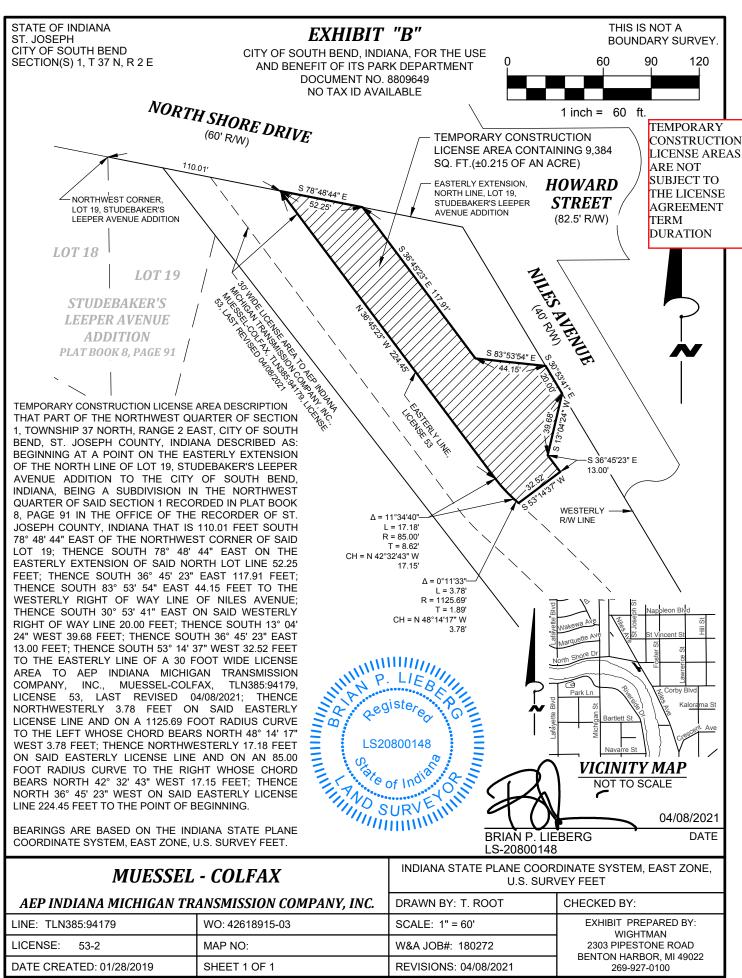








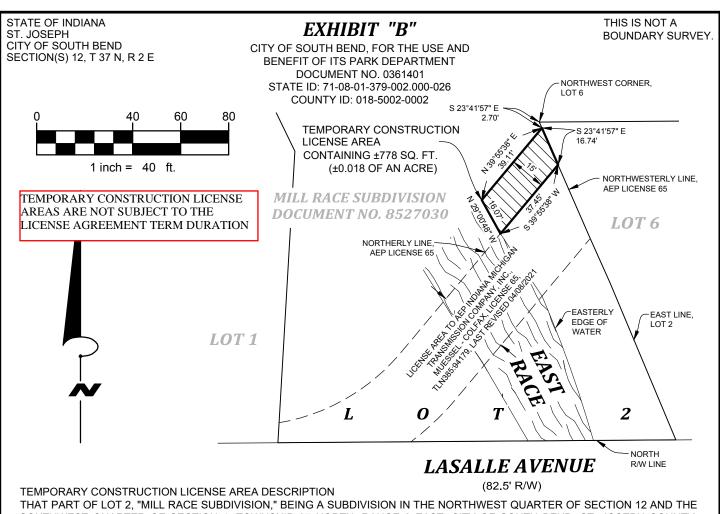




STATE OF INDIANA THIS IS NOT A EXHIBIT "B" ST. JOSEPH BOUNDARY SURVEY. CITY OF SOUTH BEND CITY OF SOUTH BEND, INDIANA, FOR THE USE SECTION(S) 1, T 37 N, R 2 E 90 120 AND BENEFIT OF ITS PARK DEPARTMENT **DOCUMENT NO. 8809649** NO TAX ID AVAILABLE NORTH SHORE DRIVE 1 inch = 60 ft. (60' R/W) TEMPORARY CONSTRUCTION LICENSE AREA CONTAINING 9,384 SQ. FT.(±0.215 OF AN ACRE) EASTERLY EXTENSION, *HOWARD* NORTH LINE, LOT 19. NORTHWEST CORNER. STUDEBAKER'S LEEPER **STREET** LOT 19, STUDEBAKER'S AVENUE ADDITION (82.5' R/W) EEPER AVENUE ADDITION STUDEBAKER'S LEEPER AVENUE *ADDITION* S 83°53'54" E 44.15 TEMPORARY CONSTRUCTION LICENSE AREA DESCRIPTION THAT PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 2 EAST, CITY OF SOUTH BEND, ST. JOSEPH COUNTY, INDIANA DESCRIBED AS BEGINNING AT A POINT ON THE EASTERLY EXTENSION S 36°45'23 OF THE NORTH LINE OF LOT 19, STUDEBAKER'S LEEPER AVENUE ADDITION TO THE CITY OF SOUTH BEND, INDIANA, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SAID SECTION 1 RECORDED IN PLAT BOOK 8, PAGE 91 IN THE OFFICE OF THE RECORDER OF ST JOSEPH COUNTY, INDIANA THAT IS 110.01 FEET SOUTH 78° 48' 44" EAST OF THE NORTHWEST CORNER OF SAID LOT 19; THENCE SOUTH 78° 48' 44" EAST ON THE EASTERLY EXTENSION OF SAID NORTH LOT LINE 52.25 FEET; THENCE SOUTH 36° 45' 23" EAST 117.91 FEET; THENCE SOUTH 83° 53' 54" EAST 44.15 FEET TO THE WESTERLY RIGHT OF WAY LINE OF NILES AVENUE; THENCE SOUTH 30° 53' 41" EAST ON SAID WESTERLY RIGHT OF WAY LINE 20.00 FEET; THENCE SOUTH 13° 04 24" WEST 39.68 FEET; THENCE SOUTH 36° 45' 23" EAST 13.00 FEET; THENCE SOUTH 53° 14' 37" WEST 32.52 FEET TO THE EASTERLY LINE OF A 30 FOOT WIDE LICENSE AREA TO AEP INDIANA MICHIGAN TRANSMISSION COMPANY, INC., MUESSEL-COLFAX, TLN385:94179, LICENSE 53, LAST REVISED 04/08/2021; THENCE TEMPORARY CONSTRUCTION NORTHWESTERLY 3.78 FEET ON SAID EASTERLY LICENSE AREAS ARE NOT LICENSE LINE AND ON A 1125.69 FOOT RADIUS CURVE SUBJECT TO THE LICENSE TO THE LEFT WHOSE CHORD BEARS NORTH 48° 14' 17" AGREEMENT TERM WEST 3.78 FEET; THENCE NORTHWESTERLY 17.18 FEET DURATION ON SAID EASTERLY LICENSE LINE AND ON AN 85.00 **VICINITY MAP** FOOT RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS NORTH 42° 32' 43" WEST 17.15 FEET; THENCE NOT TO SCALE NORTH 36° 45' 23" WEST ON SAID EASTERLY LICENSE LINE 224.45 FEET TO THE POINT OF BEGINNING. BEARINGS ARE BASED ON THE INDIANA STATE PLANE BRIAN P. LIEBERG DATE COORDINATE SYSTEM, EAST ZONE, U.S. SURVEY FEET. LS-20800148 INDIANA STATE PLANE COORDINATE SYSTEM, EAST ZONE, MUESSEL - COLFAX U.S. SURVEY FEET AEP INDIANA MICHIGAN TRANSMISSION COMPANY, INC. DRAWN BY: T. ROOT CHECKED BY: LINE: TLN385:94179 WO: 42618915-03 SCALE: 1" = 60' EXHIBIT PREPARED BY: WIGHTMAN LICENSE: MAP NO: 2303 PIPESTONE ROAD 53-2 W&A JOB#: 180272 BENTON HARBOR, MI 49022 DATE CREATED: 01/28/2019 SHEET 1 OF 1 REVISIONS: 04/08/2021 269-927-0100

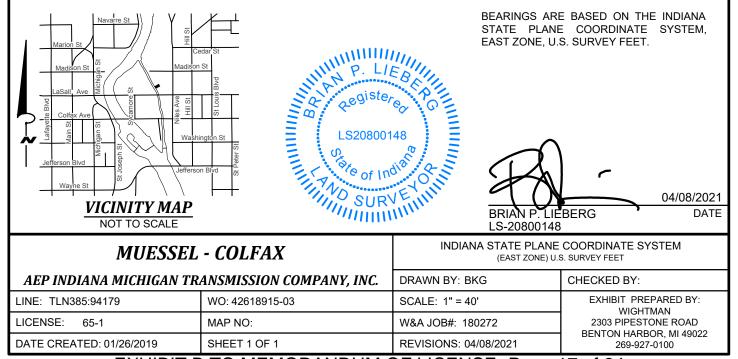
STATE OF INDIANA THIS IS NOT A EXHIBIT "B" ST. JOSEPH BOUNDARY SURVEY. CITY OF SOUTH BEND CITY OF SOUTH BEND. FOR THE USE AND SECTION(S) 12, T 37 N, R 2 E BENEFIT OF ITS PARK DEPARTMENT **DOCUMENT NO. 0361401** STATE ID: 71-08-01-379-002.000-026 COUNTY ID: 018-5002-0002 LICENSE AREA DESCRIPTION THAT PART OF LOT 2, "MILL RACE SUBDIVISION," BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 12 AND THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 2 EAST, CITY OF SOUTH BEND, ST. JOSEPH COUNTY, INDIANA, RECORDED IN DOCUMENT NO. 8527030, IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA, DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 03° 19' 25" EAST ON THE WEST LINE OF SAID LOT 2 A DISTANCE OF 8.34 FEET; THENCE NORTHEASTERLY 59.76 FEET ON AN 85.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 60° 04' 06" EAST 58.54 FEET; THENCE NORTH 39° 55' 38" EAST 102.10 FEET TO THE EAST LINE OF SAID LOT 2; THENCE SOUTH 23° 41' 57" EAST ON SAID EAST LINE 33.49 FEET; THENCE SOUTH 39° 55' 38" WEST 87.23 FEET; THENCE SOUTHWESTERLY 25.98 FEET ON A 115.00 FOOT RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS SOUTH 46° 23' 56" WEST 25.92 FEET TO THE SOUTH LINE OF SAID LOT 2; THENCE SOUTH 89° 35' 08" WEST ON SAID SOUTH LINE 55.45 FEET TO THE POINT OF BEGINNING. EAST LINE, ALSO, THAT PART OF LOT 2, "MILL RACE SUBDIVISION," AEP LICENSE AREA LOT 2 BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF CONTAINING ±1,223 SQ. FT. SECTION 12 AND THE SOUTHWEST QUARTER OF SECTION (±0.028 OF AN ACRE) 1, TOWNSHIP 37 NORTH, RANGE 2 EAST, CITY OF SOUTH 66.14 00°22'1 MILL RACE SUBDIVISION BEND, ST. JOSEPH COUNTY, INDIANA, RECORDED IN DOCUMENT NO. 8527030. IN THE OFFICE OF THE DOCUMENT NO. 8527030 LOT 4 ST. JOSEPH COUNTY, SOUTH LINE DESCRIBED AS: BEGINNING AT THE SOUTHWEST LOT 2 CORNER OF LOT 4. SAID "MILL RACE SUBDIVISION": **AEP LICENSE AREA** 44 35' THENCE SOUTH 89° 36' 58" WEST ON THE SOUTH LINE OF CONTAINING ±4.269 SQ. FT. S 89°36'58" W SOUTHWEST SAID LOT 2 A DISTANCE OF 44.35 FEET; THENCE NORTH (±0.049 OF AN ACRE) CORNER, 39° 55' 38" EAST 41.17 FEET; THENCE NORTHEASTERLY ယ္ပ LOT 4 39.36 FEET ON AN 85.00 FOOT RADIUS CURVE THE LEFT 8 WHOSE CHORD BEARS NORTH 26° 39' 39" EAST 39.01 WEST LINE. FEET TO THE EAST LINE OF SAID LOT 2; THENCE SOUTH LOT 2 00° 22' 17" EAST ON SAID EAST LINE 66.14 FEET TO THE POINT OF BEGINNING. LOT 2 BEARINGS ARE BASED ON THE INDIANA LOT 1 STATE PLANE COORDINATE SYSTEM, LOT 6 EAST ZONE, U.S. SURVEY FEET. EAST LINE. C2 C3 N 03°19'25" F Δ = 12°56'38" Δ = 26°31'57" LOT 2 $\Delta = 40^{\circ}16'56''$ 8.34 I = 59.761 = 25.98L = 39.36'R = 115.00R = 85.00'R = 85.00'T = 31.17 T = 13.05' T = 20.0455 45 R/W LINE & CH = N 60°04'06" E CH = S 46°23'56" W CH = N 26°39'39" E S 89°35'08" W SOUTH LINE, 58.54 25.92 39.01 TOTAL AEP LICENSE AREA LOT 2 SOUTHWEST CONTAINING ±5,492 SQ. FT. CORNER. LASALLE AVENUE LOT 2 (±0.126 OF AN ACRE) (82.5' R/W) 60 120 2 egister ω 1 inch = 60 ft. LS20800148 04/08/2021 VICINITY MAP DATE BRIAN P. LIEBERG NOT TO SCALE LS-20800148 INDIANA STATE PLANE COORDINATE SYSTEM MUESSEL - COLFAX (EAST ZONE) U.S. SURVEY FEET AEP INDIANA MICHIGAN TRANSMISSION COMPANY, INC. DRAWN BY: BKG CHECKED BY: LINE: TLN385:94179 WO: 42618915-03 **EXHIBIT PREPARED BY:** SCALE: 1" = 60' WIGHTMAN LICENSE: 2303 PIPESTONE ROAD MAP NO: 65 W&A JOB#: 180272 BENTON HARBOR, MI 49022 REVISIONS: 04/08/2021 DATE CREATED: 01/26/2019 SHEET 1 OF 1 269-927-0100

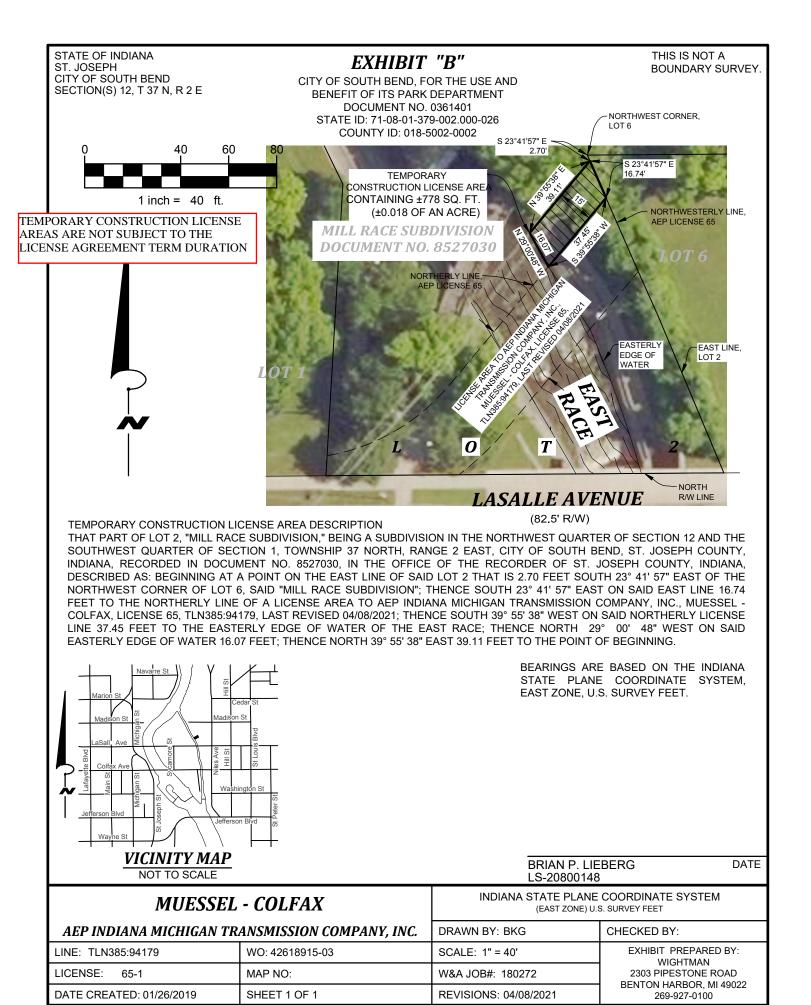
STATE OF INDIANA THIS IS NOT A EXHIBIT "B" ST. JOSEPH BOUNDARY SURVEY. CITY OF SOUTH BEND CITY OF SOUTH BEND. FOR THE USE AND SECTION(S) 12, T 37 N, R 2 E BENEFIT OF ITS PARK DEPARTMENT **DOCUMENT NO. 0361401** STATE ID: 71-08-01-379-002.000-026 COUNTY ID: 018-5002-0002 LICENSE AREA DESCRIPTION THAT PART OF LOT 2, "MILL RACE SUBDIVISION," BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 12 AND THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 2 EAST, CITY OF SOUTH BEND, ST. JOSEPH COUNTY, INDIANA, RECORDED IN DOCUMENT NO. 8527030, IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA, DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 03° 19' 25" EAST ON THE WEST LINE OF SAID LOT 2 A DISTANCE OF 8.34 FEET; THENCE NORTHEASTERLY 59.76 FEET ON AN 85.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 60° 04' 06" EAST 58.54 FEET; THENCE NORTH 39° 55' 38" EAST 102.10 FEET TO THE EAST LINE OF SAID LOT 2; THENCE SOUTH 23° 41' 57" EAST ON SAID EAST LINE 33.49 FEET; THENCE SOUTH 39° 55' 38" WEST 87.23 FEET; THENCE SOUTHWESTERLY 25.98 FEET ON A 115.00 FOOT RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS SOUTH 46° 23' 56" WEST 25.92 FEET TO THE SOUTH LINE OF SAID LOT 2; THENCE SOUTH 89° 35' 08" WEST ON SAID SOUTH LINE 55.45 FEET TO THE POINT OF BEGINNING. EAST LINE ALSO, THAT PART OF LOT 2, "MILL RACE SUBDIVISION," **AEP LICENSE AREA** LOT 2 BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF CONTAINING ±1,223 SQ. FT. SECTION 12 AND THE SOUTHWEST QUARTER OF SECTION (±0.028 OF AN ACRE) 1, TOWNSHIP 37 NORTH, RANGE 2 EAST, CITY OF SOUTH MILL RACE SUBDIVISION BEND, ST. JOSEPH COUNTY, INDIANA, RECORDED IN DOCUMENT NO. 8527030. IN THE OFFICE OF THE DOCUMENT NO. 8527030 LOT 4 ST. JOSEPH COUNTY, SOUTH LINE BEGINNING AT THE SOUTHWEST DESCRIBED AS: LOT 2 CORNER OF LOT 4. SAID "MILL RACE SUBDIVISION" **AEP LICENSE AREA** 44 35' THENCE SOUTH 89° 36' 58" WEST ON THE SOUTH LINE OF CONTAINING ±4.269 SQ. FT. S 89°36'58" W SOUTHWEST SAID LOT 2 A DISTANCE OF 44.35 FEET; THENCE NORTH (±0.049 OF AN ACRE) CORNER, 39° 55' 38" EAST 41.17 FEET; THENCE NORTHEASTERLY LOT 4 39.36 FEET ON AN 85.00 FOOT RADIUS CURVE THE LEFT WHOSE CHORD BEARS NORTH 26° 39' 39" EAST 39.01 WEST LINE FEET TO THE EAST LINE OF SAID LOT 2; THENCE SOUTH LOT 2 00° 22' 17" EAST ON SAID EAST LINE 66.14 FEET TO THE POINT OF BEGINNING. BEARINGS ARE BASED ON THE INDIANA LOT 1 STATE PLANE COORDINATE SYSTEM, EAST ZONE, U.S. SURVEY FEET. EAST LINE. C2 C3 N 03°19'25" E Δ = 12°56'38" $\Delta = 26^{\circ}31'57''$ $\Delta = 40^{\circ}16'56''$ LOT 2 8.34 I = 59.761 = 25.98L = 39.36'R = 115.00R = 85.00'R = 85.00'T = 31.17 T = 13.05' T = 20.0455 45 R/W LINE & CH = N 60°04'06" E CH = S 46°23'56" W CH = N 26°39'39" E S 89°35'08" W SOUTH LINE, 58.54 25.92 39.01 TOTAL AEP LICENSE AREA SOUTHWEST CONTAINING ±5.492 SQ. FT. CORNER, *LASALLE AVENUE* LOT 2 (±0.126 OF AN ACRE) (82.5' R/W) 60 120 1 inch = 60 ft. VICINITY MAP BRIAN P. LIEBERG DATE NOT TO SCALE LS-20800148 INDIANA STATE PLANE COORDINATE SYSTEM MUESSEL - COLFAX (EAST ZONE) U.S. SURVEY FEET AEP INDIANA MICHIGAN TRANSMISSION COMPANY, INC. DRAWN BY: BKG CHECKED BY: LINE: TLN385:94179 WO: 42618915-03 SCALE: 1" = 60' **EXHIBIT PREPARED BY:** WIGHTMAN LICENSE: 2303 PIPESTONE ROAD MAP NO: 65 W&A JOB#: 180272 BENTON HARBOR, MI 49022 REVISIONS: 04/08/2021 DATE CREATED: 01/26/2019 SHEET 1 OF 1 269-927-0100

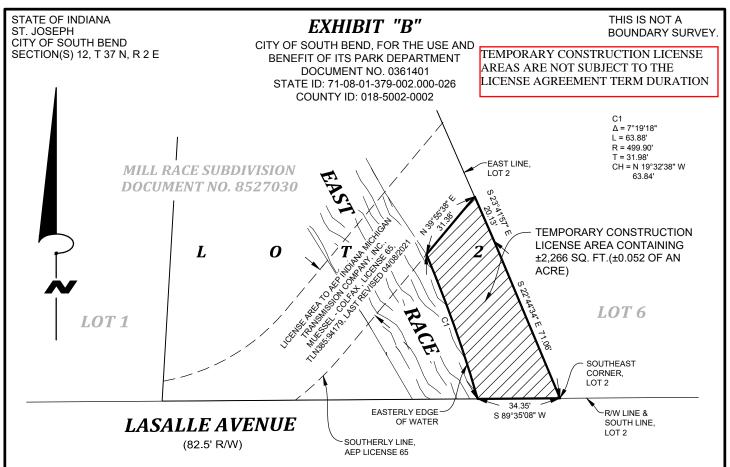


TEMPORARY CONSTRUCTION LICENSE AREA DESCRIPTION

THAT PART OF LOT 2, "MILL RACE SUBDIVISION," BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 12 AND THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 2 EAST, CITY OF SOUTH BEND, ST. JOSEPH COUNTY, INDIANA, RECORDED IN DOCUMENT NO. 8527030, IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA, DESCRIBED AS: BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 2 THAT IS 2.70 FEET SOUTH 23° 41' 57" EAST OF THE NORTHWEST CORNER OF LOT 6, SAID "MILL RACE SUBDIVISION"; THENCE SOUTH 23° 41' 57" EAST ON SAID EAST LINE 16.74 FEET TO THE NORTHERLY LINE OF A LICENSE AREA TO AEP INDIANA MICHIGAN TRANSMISSION COMPANY, INC., MUESSEL COLFAX, LICENSE 65, TLN385:94179, LAST REVISED 04/08/2021; THENCE SOUTH 39° 55' 38" WEST ON SAID NORTHERLY LICENSE LINE 37.45 FEET TO THE EASTERLY EDGE OF WATER OF THE EAST RACE; THENCE NORTH 29° 00' 48" WEST ON SAID EASTERLY EDGE OF WATER OF THE EAST RACE; THENCE NORTH 29° 00' 48" WEST ON SAID EASTERLY EDGE OF WATER OF THE EAST RACE; THENCE NORTH 29° 00' 48" WEST ON SAID EASTERLY EDGE OF WATER OF THE EAST RACE; THENCE NORTH 29° 00' 48" WEST ON SAID EASTERLY EDGE OF WATER 16.07 FEET; THENCE NORTH 39° 55' 38" EAST 39.11 FEET TO THE POINT OF BEGINNING.

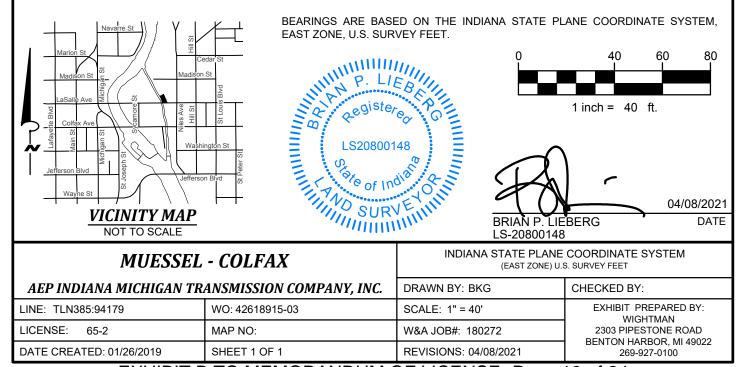






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STATE OF INDIANA ST. JOSEPH CITY OF SOUTH BEND SECTION(S) 12, T 37 N, R 2 E

EXHIBIT "B"

THIS IS NOT A BOUNDARY SURVEY.

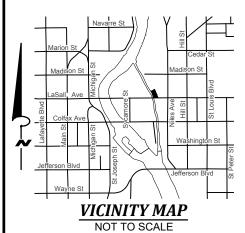
CITY OF SOUTH BEND, FOR THE USE AND BENEFIT OF ITS PARK DEPARTMENT DOCUMENT NO. 0361401
STATE ID: 71-08-01-379-002.000-026

TEMPORARY CONSTRUCTION LICENSE AREAS ARE NOT SUBJECT TO THE LICENSE AGREEMENT TERM DURATION

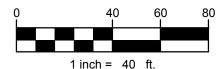


TEMPORARY CONSTRUCTION LICENSE AREA DESCRIPTION

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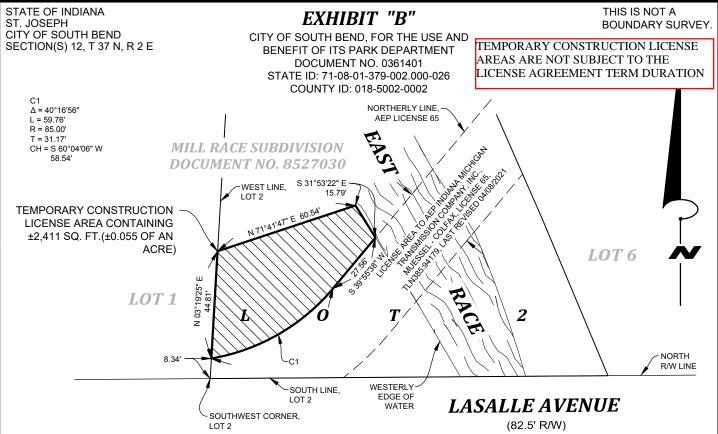


BEARINGS ARE BASED ON THE INDIANA STATE PLANE COORDINATE SYSTEM, EAST ZONE, U.S. SURVEY FEET.



BRIAN P. LIEBERG LS-20800148 DATE

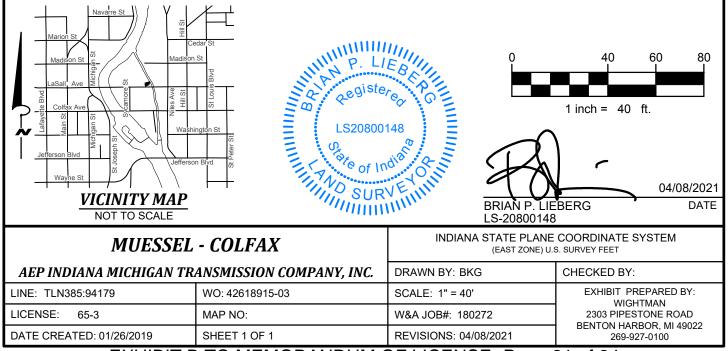
		EG 20000110	
MUESSEL - COLFAX		INDIANA STATE PLANE COORDINATE SYSTEM (EAST ZONE) U.S. SURVEY FEET	
AEP INDIANA MICHIGAN TRANSMISSION COMPANY, INC.		DRAWN BY: BKG	CHECKED BY:
LINE: TLN385:94179	WO: 42618915-03	SCALE: 1" = 40'	EXHIBIT PREPARED BY: WIGHTMAN
LICENSE: 65-2	MAP NO:	W&A JOB#: 180272	2303 PIPESTONE ROAD BENTON HARBOR, MI 49022
DATE CREATED: 01/26/2019	SHEET 1 OF 1	REVISIONS: 04/08/2021	269-927-0100

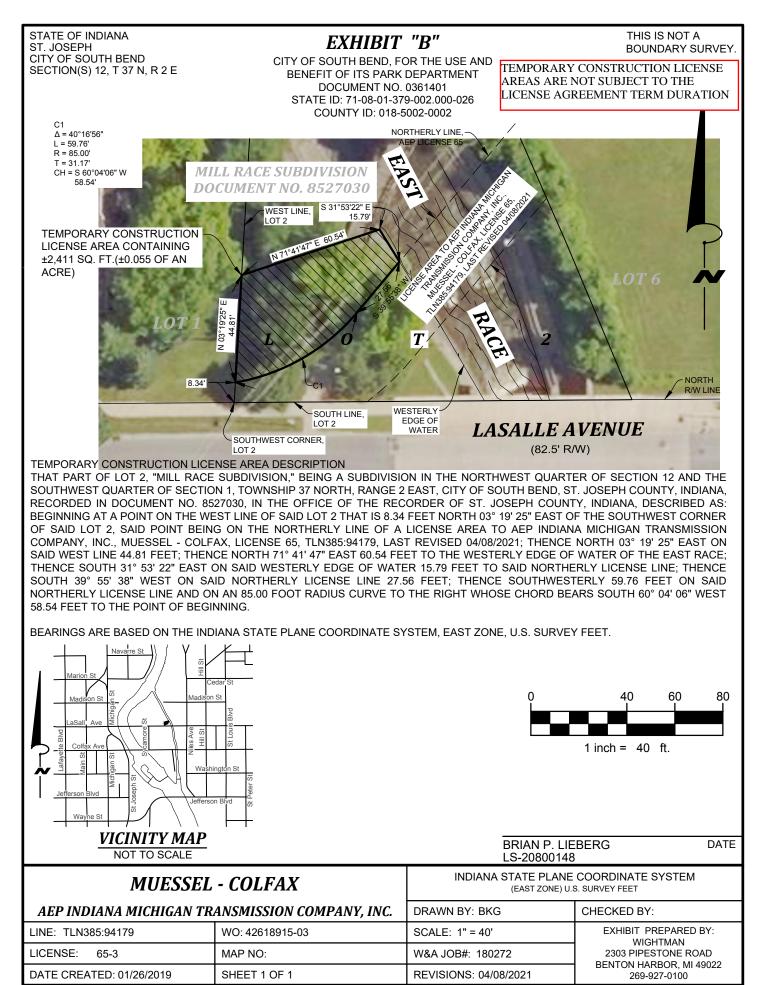


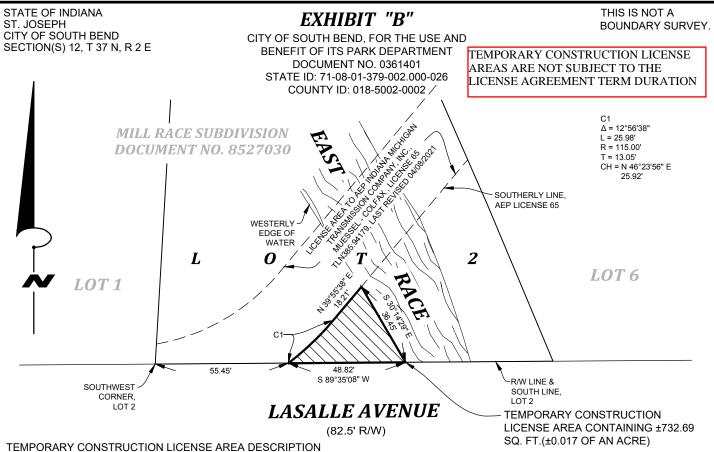
TEMPORARY CONSTRUCTION LICENSE AREA DESCRIPTION

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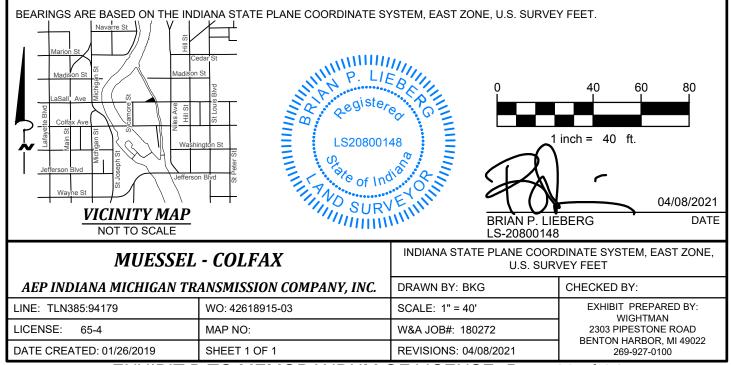
BEARINGS ARE BASED ON THE INDIANA STATE PLANE COORDINATE SYSTEM, EAST ZONE, U.S. SURVEY FEET.







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STATE OF INDIANA ST. JOSEPH CITY OF SOUTH BEND SECTION(S) 12, T 37 N, R 2 E

EXHIBIT "B"

THIS IS NOT A BOUNDARY SURVEY.

CITY OF SOUTH BEND, FOR THE USE AND BENEFIT OF ITS PARK DEPARTMENT DOCUMENT NO. 0361401 STATE ID: 71-08-01-379-002.000-026 COUNTY ID: 018-5002-0002 /

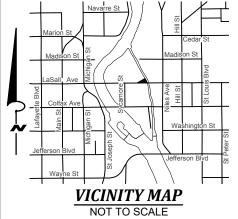
TEMPORARY CONSTRUCTION LICENSE AREAS ARE NOT SUBJECT TO THE LICENSE AGREEMENT TERM DURATION

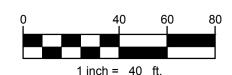


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BEARINGS ARE BASED ON THE INDIANA STATE PLANE COORDINATE SYSTEM, EAST ZONE, U.S. SURVEY FEET.





BRIAN P. LIEBERG

DATE

		LO-20000 1 -1 0	
MUESSEL - COLFAX		INDIANA STATE PLANE COORDINATE SYSTEM, EAST ZONE, U.S. SURVEY FEET	
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LINE: TLN385:94179	WO: 42618915-03	SCALE: 1" = 40'	EXHIBIT PREPARED BY: WIGHTMAN
LICENSE: 65-4	MAP NO:	W&A JOB#: 180272	2303 PIPESTONE ROAD
DATE CREATED: 01/26/2019	SHEET 1 OF 1	REVISIONS: 04/08/2021	BENTON HARBOR, MI 49022 269-927-0100

BOARD OF PUBLIC WORKS AGENDA ITEM REVIEW REQUEST FORM

Date	4/7/2021		
Name	Sue Ellen	Doudrick on behalf of I&M	Department Engineering
BPW Date	4/13/2021		Phone Extension
Di i o		Review and Approval Required	Prior to Submittal to Board
Diversity C and Inclusion	-	Officer Name	
BPW Attor	ney	Attorney Name	Clara McDaniels
Dept. Attor	ney	Attorney Name	
Purchasing			
		eck the Appropriate Item Type -	- Required for All Submissions
Open Maring Bid Openi Quote Openi Proposal C	ening Opening r, No	Agreement Contract Amendment/Adde Bid Award Quote Award C/O & PCA No. Traffic Control am of Use and License Agreemen	Req. to Advertise Title Sheet Reject Bids/Quotes PCA Resolution
		Required Info	ormation
Company or V	Vendor Name	Power Incorporated	wer Company, a subsidiary of American Electric proved by Purchasing
New Vendor		☐ No	proved by Furchasing
MBE/WBE C		□ WBE	ted E-Verify Form Attached Yes No
Project Name		Muessel Colfax 69kV DP18-107	Transmission Line Project Phase I, II, & III
Project Numb Funding Sour		N/A	-
Account No.	cc	N/A	
Amount		N/A	
Terms of Con	tract	N/A	
Purpose/Desc	ription	bore methods from the Muc alignment impacts several agreement covers the Civil	ssion line via open trench, horizontal direction drill, and jack & essel Substation on Elwood to their Colfax Substation. The rights-of-way and city and private properties along the way. This City property and right-of-way areas. I&M plans to present this commissioners for impacts to Parks properties at the next mtg.
		For Change Or	rders Only
Amount of		Increase \$	
	. \Box	Decrease (\$)	
Previous Amo	ount	\$	0/
C D		Increase	9/0
Current Perce	_		%)
New Amount		\$	0/
Total Danier	of Classics	Increase	% %)
Total Percent Time Extension		Decrease (/0 <i>)</i>