FORT WAYNE PARKS AND RECREATION

Board of Park Commissioners
Project Summary

CopperRock Construction (The Eddy): Right-of-Entry Agreement Request

Project Approval Request

Scope of Work:

This request is for approval of a right-of-entry agreement as presented by CopperRock Construction (The Eddy).

Board Approval/Summary:

Park staff has evaluated the attached proposed right-of-entry agreement, drafted by CopperRock, between said company and Fort Wayne Parks and Recreation. We believe this agreement is necessary, appropriate, and best serves the needs of the public.

The area in which the right-of-entry is proposed is located northwest of the Historic Wells Street Bridge in the Riverfront Phase IIB construction area.

The Fort Wayne Parks and Recreation and the Board of Park Commissioners met to host their regularly scheduled monthly Board meeting on **October 8, 2026**, to approve the above-referenced request as described in the attachments.

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

Justin Shurley, Commissioner

Cory Miller, Commissioner

Richard Briley, Commissioner

Jenna Jauch, Commissioner

Steve McDaniel, Director/Board of Park Commissioners Secretary

RIGHT-OF-ENTRY AGREEMENT

This Right-of-Entry Agreement ("Agreement") is entered into this 8th day of October, 2026, by and between Board of Park Commissioners of the City of Fort Wayne and CopperRock Construction, ("The Eddy").

RECITALS

A. Board of Park Commissioners of the City of Fort Wayne, the owner of certain real estate located South of The Eddy Project in the City of Fort Wayne, Indiana The real estate is located between the St Mary's River and The Eddy Property, between Ewing and Wells St.

B. CopperRock Construction (The Eddy) desires to enter the Real Estate to allow construction access to service The Eddy Project.

AGREEMENT

ACCORDINGLY, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto agree as follows:

1. Access. Board of Park Commissioners of the City of Fort Wayne hereby grants to CopperRock (The Eddy), including its agents, employees, contractors and assigns, access to, over, under, across, and through the Real Estate for the purpose of performing the Work.

2. Notice. CopperRock Construction (The Eddy) shall provide Board of Park Commissioners of the City of Fort Wayne with notice at least one (1) business day prior to CopperRock Construction (The Eddy) first entry onto the Real Estate to commence the Work. The notice shall provide a schedule for the Work to be conducted, including dates, times and planned activities ("Schedule"). CopperRock Construction (The Eddy) shall endeavor to schedule the Work so as to avoid any possible adverse effect upon the normal and customary operation of the Real Estate.

3. Schedule. CopperRock Construction (The Eddy) shall require access for the duration of The Eddy Construction Schedule. (This work its expected to take place between 9/21/26 and 9/15/27 and the agreement can be terminated once work is complete)

4. Duty of Care. CopperRock Construction (The Eddy), and its agents, employees, contractors and assigns shall conduct all Work on the Real Estate in a safe and workmanlike manner, shall utilize best efforts to avoid injury to persons or damage to property, and shall use good faith efforts to perform

the Work in accordance with the Schedule. CopperRock Construction (The Eddy) shall immediately notify Board of Park Commissioners of the City of Fort Wayne of any injury or damage which CopperRock Construction (The Eddy) knows to have occurred in connection with performance of the Work on the Real Estate.

5. Insurance.

A. CopperRock Construction (The Eddy) shall at its expense maintain in full force and effect for the duration of the Work, the following minimum insurance coverage:

Worker's Compensation	Per statutory requirements
General Liability	$1,000,000 minimum per occurrence/$2,000,000 aggregate
Automobile Liability	$1,000,000 minimum per occurrence
Products Liability	$1,000,000 minimum per occurrence
Completed Operations Liability	$1,000,000 minimum per occurrence

B. The following shall be named as additional insured parties on each policy:
Board of Park Commissioners of the City of Fort Wayne

C. CopperRock Construction (The Eddy) shall deliver proof of insurance coverage to Board of Park Commissioners of the City of Fort Wayne prior to commencing the Work.

D. If there are any changes in coverage, or cancellation or non-renewal of a policy, notice thereof and if required an updated certificate of insurance must be delivered by CopperRock Construction (The Eddy) to Board of Park Commissioners of the City of Fort Wayne within three (3) days to:

Board of Park Commissioners of the City of Fort Wayne
Attn: Chad Shaw – DEPUTY DIRECTOR OF PLANNING AND LANDSCAPE
200 E Berry St Ste 180
Fort Wayne, IN 46802

6. Indemnity. CopperRock Construction (The Eddy) shall:

A. Release Board of Park Commissioners of the City of Fort Wayne from any claims asserted against CopperRock Construction (The Eddy) for its activities under the Agreement; and

B. Indemnify and hold harmless Board of Park Commissioners of the City of Fort Wayne from any and all claim, liabilities, damages, costs, and expenses (including reasonable attorney fees) arising from property damage, personal injury, death, business interruption or environmental damages in connection with CopperRock Construction's (The Eddy) activities under this Agreement.

7. Restoration. CopperRock Construction (The Eddy) shall maintain the Work area on the Real Estate in a good, clean and neat condition. Upon completion of the Work, CopperRock Construction (The Eddy) shall restore the Real Estate to, or as nearly as possible to the same condition that existed immediately prior to the Work commencing on the Real Estate.

8. Compliance. CopperRock Construction (The Eddy) agrees that the Work conducted hereunder, including the storage, treatment, recycling, and disposal of any cuttings or borings generated by the Work or otherwise shall be by CopperRock Construction (The Eddy) in accordance with applicable federal, state, and local law.

9. Duration and Termination. This Right-Of-Entry to the Real Estate granted to CopperRock Construction (The Eddy) under this Agreement shall terminate upon the expiration of the Period of Work, unless extended in writing by Board of Park Commissioners of the City of Fort Wayne.

10. Notices.

A. Any notice, designation, consent, approval, offer, acceptance, statement, request, or other communication ("Notice") required or allowed under this Agreement shall be in writing. Notice to a party shall be given at the party's address stated below or at such other address as a party may designate in a Notice to the other party. Any party may change the names of those to receive Notices by providing a Notice to the other parties clearly providing the modified contact information.

If to Board of Park Commissioners of the City of Fort Wayne:

Board of Park Commissioners of the City of Fort Wayne
Attn: Chad Shaw – DEPUTY DIRECTOR OF PLANNING AND LANDSCAPE
200 E Berry St Ste 180
Fort Wayne, IN 46802

If to CopperRock Construction (The Eddy):

CopperRock Construction
Attn: Ryan Lindner
601 5th St, Suite 300
Grand Rapids, MI 49504

B. Notice shall be deemed given when:
1. Personal service of the Notice is made on the party to be notified;
2. The Notice is mailed to the party to be notified by means of certified or registered U.S. mail, return receipt requested, postage prepaid; or
3. The Notice is sent to the party to be notified by express courier such as "Federal Express", or such other similar carrier guaranteeing next day delivery, fees prepaid.

C. Refusal by a party to accept a Notice shall not affect the giving of the Notice.

11. Miscellaneous Provisions.

A. Binding Agreement. This Agreement shall run with the Real Estate and shall bind and apply to Board of Park Commissioners of the City of Fort Wayne and CopperRock Construction (The Eddy) and their respective successors in interest. The access rights granted by this Agreement shall benefit CopperRock Construction (The Eddy) and burden Board of Park Commissioners of the City of Fort Wayne Property.

B. Invalid Provision/Severability. The invalidity or unenforceability of any particular portion of this Agreement shall not affect the other provisions of it, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

C. Amendments. No amendments, modifications, alterations, or additions to this Agreement shall be binding unless made in writing and signed Board of Park Commissioners of the City of Fort Wayne and CopperRock Construction (The Eddy) or their respective legal representatives or successors.

D. Governing Law. This Agreement shall be governed in all respects by the laws of the State of Indiana.

E. Rule of Construction. The judicial rule of construction requiring or allowing a document to be construed to the detriment or against the interests of the document's maker or drafter shall not apply to this Agreement.

F. Headings. The section headings in this Agreement are included solely for convenience and shall not affect or be used in connection with the interpretation of this Agreement.

G. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but together the counterparts shall constitute one and the same document.

H. Computation of Time. In computing a time period prescribed in this Agreement, the day of the act or event shall not be counted. All subsequent days, including intervening weekend days and holidays, shall be counted in the period. The last day of the period so computed is to be included unless it is a weekend day or a legal holiday under Indiana law, in which case the period is to be extended to the next day that is not a weekend day or legal holiday.

I. Entire Agreement. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter contained herein.

J. Review by Counsel and Authority to Sign. The parties acknowledge that they have each had the opportunity to have this Agreement reviewed by their respective attorneys prior to its execution and that they each have the authority to execute this Agreement on behalf of and to bind their respective entities.

K. Termination of Agreement. At such future time as the Work shall be completed or terminated prior to completion by CopperRock Construction (The Eddy), or terminated pursuant to the terms of this Agreement, this Agreement shall terminate and be of no further force and effect.

L. All recitals set forth in this Agreement are incorporated herein by reference and are true.

M. Effective Date. This Agreement shall be effective on the date of the last dated signature below (the "Effective Date"), and that date shall be entered on page 1 hereof.

The rest of page is intentionally blank. Signature page follows.

This Agreement has been signed on the date written above

CopperRock Construction

Signature: _____

Title: Ryan Lindner, Director of Project Management

Board of Park Commissioners of the City of Fort Wayne

Signature: _____

Title: Steve McDaniel – DIRECTOR, FORT WAYNE PARKS AND RECREATION