FORT WAYNE PARKS AND RECREATION

Board of Park Commissioners
Project Summary

Agreement for Permanent Trail Easement and Temporary Construction Easement with The Wedge at North River, LLC.

Project Approval Request

Scope of Work:

This request seeks approval of an Agreement for a permanent trail easement and temporary construction easement between The Wedge at North River, LLC, and the City of Fort Wayne Board of Park Commissioners.

Board Approval/Summary:
A portion of the new trail between Wells and Ewing Streets as part of Riverfront Phase IIB will be installed on property owned by The Wedge at North River, LLC.

This agreement allows Fort Wayne Parks and Recreation access to construct and maintain the trail and associated lights on property adjacent to Riverfront.

We believe this agreement is necessary, appropriate, and best serves the needs of the public.

The Fort Wayne Parks and Recreation and the Board of Park Commissioners met to host their regularly scheduled monthly Board meeting on November 12, 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

AGREEMENT FOR PERMANENT TRAIL EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT FOR PERMANENT TRAIL EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT ("Agreement") is dated the date of the last signature below (the "Dated Date") but is effective as of _____, 2026 (the "Effective Date") between **WEDGE AT NORTH RIVER, LLC, an Indiana limited liability company ("Grantor")** and **the CITY OF FORT WAYNE, an Indiana municipal corporation by and through the City of Fort Wayne Board of Park Commissioners ("Grantee")** and their respective successors and assigns. The following statements are a material part of this Agreement:

RECITALS:

A. Grantor is the owner of the property legally described on Exhibit A attached hereto and made a part hereof (the "**Grantor Property**").

B. Grantor desires to grant and Grantee desires to accept a permanent, non-exclusive easement for the purposes of constructing, installing, reconstructing, removing, inspecting, repairing, replacing, maintaining and using a paved trail and related improvements and appurtenances, on, over, under, along and across a certain portion of the Grantor Property legally described on Exhibit B and depicted on Exhibit C (the "Trail Easement Area"). Exhibits B and C are attached hereto and made a part thereof.

C. Grantor further desires to grant and Grantee desires to accept a temporary, non-exclusive easement for the construction and installation of the trail and related improvements and appurtenances on, over, under, along and across a ten (10) foot portion of the Grantor Property situated immediately north of and adjacent to the Trail Easement Area.

NOW, THEREFORE, in consideration of TEN AND 00/100THS DOLLARS ($10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

AGREEMENT

1. INCORPORATION OF RECITALS

The above Recitals A, B, C and D are incorporated into this Agreement as if fully set forth herein.

2. GRANT OF EASEMENTS

a. Trail Easement. Grantor grants and conveys to Grantee, for the benefit of Grantee and the general public, a perpetual, non-exclusive easement for the purposes of the constructing, installing, reconstructing, removing, inspecting, repairing, replacing, maintaining and operating a concrete trail and related improvements and appurtenances on, over, under, along and across the Trail Easement Area (the "Trail"), subject to matters of record and matters that would be revealed by survey upon, over, and across the Trail Easement Area. Grantee agrees and covenants that the Trail Easement shall

provide the general public (through Grantee) with unrestricted, perpetual access to the Trail Easement Area for the purposes of walking, jogging, running, bicycling and other related or incidental activities on or about the Trail Easement Area. The grant of the Trail Easement by Grantor shall also include the right of Grantee to install, maintain, operate, repair, remove, replace and inspect four (4) light pole fixtures, one (1) transformer and one (1) conduit in the Trail Easement Area as depicted on attached Exhibit C. The two (2) light pole fixtures located on the west side of the Trail Easement Area shall be limited to a maximum height of thirty (30) feet and the two (2) light pole fixtures located in the east side of the Trail Easement Area shall be limited to a maximum height of twenty (20) feet. Together, the rights conferred by this Paragraph 2.a. to Grantee, for the benefit of Grantee and the general public, constitute the "**Trail Easement**".

b. Temporary Construction Easement. Grantor grants and conveys to Grantee a temporary, non-exclusive easement for the purpose of constructing and installing the Trail on, over, under, along and across the Temporary Construction Easement Area for the purpose of permitting Grantee and Grantee's employees, agents, licensees and contractors to use the Temporary Construction Easement Area to construct and install the Trail and related improvements and appurtenances (the "Temporary Construction Easement"). The Temporary Construction Easement shall expire upon the earlier of: (i) the completion of construction of the Trail and related improvements and appurtenances; or (ii)_____ ____, 2026.

3. GRANTEE'S COVENANTS RELATED TO THE TRAIL EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

Grantee covenants and agrees to be solely responsible for (a) the design, construction, installation, repair, removal, replacement, maintenance and operation of the Trail and related improvements and appurtenances and (b) the maintenance and repair of the Trail Easement and the Temporary Construction Easement. Grantee shall perform its covenants and obligations hereunder in a good and workmanlike manner and at Grantee's cost. Grantor covenants that with the exception of sidewalks constructed within the Trail Easement by Grantor at such locations which will not conflict with the easement rights and privileges conveyed to Grantee hereunder, no buildings, structures, improvements, or landscaping will be constructed, located or maintained by Grantor (or permitted by Grantor to be constructed, located or maintained) on the Trail Easement except as expressly approved in writing by Grantee (which written approval shall be recorded in the Office of the Recorder of Allen County, Indiana).

The Temporary Construction Easement shall expire upon the completion of the construction of the Trail and related improvements and appurtenances.

4. INDEMNIFICATION

Grantee will indemnify defend, and hold Grantor harmless, to the extent permitted by law, from any and all damages, claims, liability, causes of action, costs and expenses (including reasonable attorney fees and court costs, (collectively, the "Claims") resulting from (a) Grantee's performance of or failure to perform any of the covenants made or obligations assumed by Grantee hereunder, except to the extent any such damage, claim, liability or cause of action results from the willful or negligent act or omission of Grantor, its agents, employees, licensees,

contractors or representatives. The obligations or indemnification made hereunder by Grantee is limited to indemnification for direct damages only and expressly excludes indemnification for indirect, incidental, consequential, punitive or exemplary damages.

5. USE OF TRAIL EASEMENT AREA BY GRANTOR

Grantor reserves the right to use the Trail Easement Area for any purpose that does not interfere with the rights granted to Grantee and the general public under the Trail Easement.

6. NATURE AND ASSIGNMENT OF TRAIL EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT RIGHTS

The rights and benefits created under the Trail Easement and the Temporary Construction Easement shall inure to the benefit of Grantee and Grantee's benefitted parties. The Trail Easement and Temporary Construction Easement, together with the burdens thereof and obligations associated therewith, shall: (i) run with and bind the Grantor Property, the Trail Easement Area and the Temporary Construction Area, and (ii) bind Grantor (as the owner of the Grantor Property, the Trail Easement Area and the Temporary Construction Area, and Grantor, Grantee and their respective successors and assigns. Each instrument which conveys, grants, transfers, conveys, or assigns any interest in the Grantor Property or portion thereof shall be deemed to impose the Trail Easement and the Temporary Construction Easement, as the case may be, as a limitation or restriction upon the property so conveyed, transferred or assigned.

7. TRAIL EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT NOT EXCLUSIVE

Grantor covenants that it will not grant, transfer, convey or assign to any other party any easement, right or interest in the Trail Easement Area or Temporary Construction Easement Area that would limit or conflict with the rights and privileges granted to or for the benefit of Grantee hereunder, provided that this covenant shall not be deemed to prevent Grantor from using or granting easements, rights or interests to third parties in the Trail Easement Area or Temporary Construction Easement Area for utility lines, pipes or similar purposes that are not in conflict with Grantee's rights and privileges hereunder.

8. WARRANTY OF GRANTOR; ACCEPTANCE OF TRAIL EASEMENT AREA BY GRANTEE

Grantor hereby represents and warrants to Grantee that Grantor holds fee simple title to the Grantor Property and that Grantor has the full authority to grant the Trail Easement and the Temporary Construction Easement and to execute this Agreement.

The Trail Easement Area is accepted by Grantee in "as is-where is" condition, subject to all faults. Grantee acknowledges that Grantor has made no representations or warranties, expressed or implied, as to the condition of the Trail Easement Area of Grantor's surrounding property or the suitability thereof for Grantee's intended uses and purposes set forth herein, all such representations and warranties having been expressly disclaimed by Grantor.

9. DUE AUTHORIZATION

Each undersigned person signing this Agreement on behalf of a party in a representative capacity warrants and represents that: (i) he/she is fully empowered and duly authorized by any and all necessary action or consent required to execute and deliver this Agreement for and on behalf of said party; (ii) said party has full capacity, power and authority to enter into and carry out its obligations under this Agreement; and (iii) this Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of such party, enforceable in accordance with its terms.

10. SEVERABILITY

If any provision of this Agreement is held invalid, illegal, or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on all parties.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and agreement between the parties and supersedes all prior agreements (whether written or oral), representations and understandings of the parties relating to the subject matter of this Agreement. No representations have been made to induce the other party to enter into this Agreement except as expressly set forth herein.

12. COUNTERPARTS

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

13. WAIVER

Neither party shall be deemed to have waived any right which it holds hereunder unless the waiver is made expressly and in writing (and, without limitation the generality of the foregoing, no delay or omission by any party in exercising any such right shall be deemed a waiver of its future exercise). No waiver shall be deemed a waiver as to any other instance or any other right.

14. NOTICE

Grantor's address is 220 S. Rangeline Road, Suite 225, Carmel, Indiana 46032 and Grantee's address is 705 East State Boulevard, Fort Wayne, Indiana 46805. Either party may lodge written notice of a change of address. All notices shall be sent by overnight courier or certified mail – return receipt requested, to the addresses provided for in this paragraph and shall be deemed given when placed in the mail.

15. GOVERNING LAW.

This Easement Agreement shall be governed by the laws of the State of Indiana, with venue lying in Allen County.

16. MODIFICATION

This Agreement shall not be changed, modified, terminated, or discharged, in whole or in part, except by an instrument in writing signed by both parties hereto, or their respective successors or assignees.

TO INDICATE THEIR CONSENT TO THIS AGREEMENT, Grantor and Grantee, or their authorized representatives or officers, have signed this document.

GRANTOR:
WEDGE AT NORTH RIVER
an Indiana limited liability company

By _____
Its Manager

GRANTEE:
CITY OF FORT WAYNE
an Indiana municipal corporation, by and through the City of Fort Wayne Board of Park Commissioners

By _____
Print name: _____

By _____
Print name: _____

By _____
Print name: _____

By _____
Print name: _____

Exhibit A: Legal description of Grantor Property
Exhibit B: Legal description of Trail Easement Area
Exhibit C: Depiction of Trail Easement Area

ACKNOWLEDGMENT – The Wedge at North River, LLC
(No Attestation required)

STATE OF INDIANA)
) SS
COUNTY OF ~~MARION~~ Hamilton)

I, Debra Lynn Olivadoti, an Indiana Notary Public in and for the county and state aforesaid, CERTIFY that Nicholas Barrett, as manager, of THE WEDGE AT NORTH RIVER, LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such authorized party appeared before me this day in person and acknowledged that he/she signed, sealed and delivered this instrument as his/her free and voluntary act as such authorized party and as the free and voluntary act of the company for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 8th day of October, 2024.

Debra Lynn Olivadoti
Notary Public

My commission expires 8-7-2033.

DEBRA LYNN OLIVADOTI
Notary Public
Hamilton County - State of Indiana
Commission Number NP0765082
My Commission Expires Aug 7, 2033

ACKNOWLEDGMENT – CITY OF FORT WAYNE

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

I, _____, a Notary Public in and for the county and state aforesaid, CERTIFY that _____, _____, _____, and _____, as members of the Board of Park Commissioners of the City of Fort Wayne, each of whom are personally known to me to be the persons whose names are subscribed to the foregoing instrument as such authorized party appeared before me this day in person and acknowledged that he/she signed, sealed and delivered this instrument as his/her free and voluntary act as such authorized party and as the free and voluntary act of the company/corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, ____.

_____
Notary Public

My commission expires _____.

EXHIBIT A
LEGAL DESCRIPTION OF GRANTOR PROPERTY

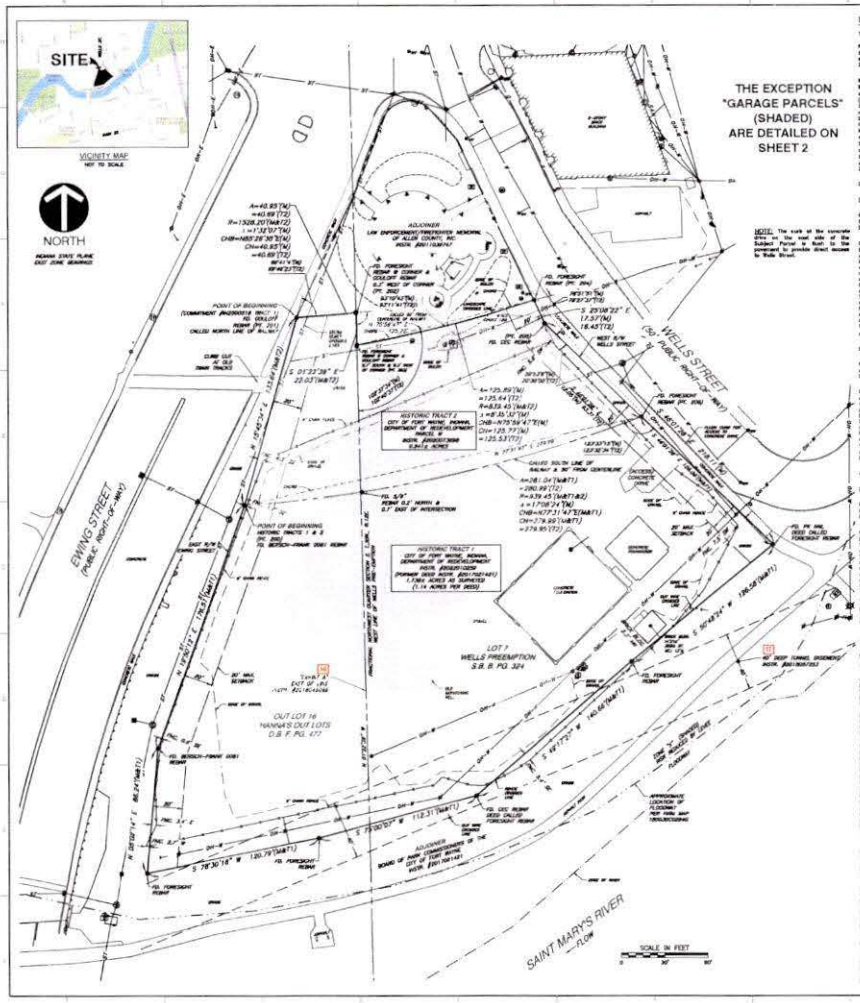

SITE
VICINITY MAP
NOT TO SCALE
NORTH
INDIANA STATE PLANE
EAST ZONE BEARINGS
THE EXCEPTION
"GARAGE PARCELS"
(SHADED)
ARE DETAILED ON
SHEET 2
NOTE: The mark at the concrete apron on the west side of the Subject Parcel is Built to the contrast to provide direct access to Wells Street.
EWING STREET
(PUBLIC RIGHT-OF-WAY)
WELLS STREET
(PUBLIC RIGHT-OF-WAY)
SAINT MARY'S RIVER
FLOW
SCALE IN FEET
0'
60'
POINT OF BEGINNING
(COMMITMENT #NCS-1021441)
FD. CROSS CUT
AT OLD
CRANE TRACKS
CALLED NORTH LINE OF IN-LOT
FD. FOREIGN
REBAR
(PK. DISC)
FD. REBAR
W/ CAP
"FIRM 0042"
FD. REBAR
W/ CAP
"FIRM 0042"
FD. REBAR
W/ CAP
"FIRM 0042"

EXHIBIT B
LEGAL DESCRIPTION OF TRAIL EASEMENT AREA

Exhibit "B"

Easement Legal Description

BEING A PORTION OF THE LANDS DESCRIBED TO THE WEDGE AT NORTH RIVER, LLC PER DOCUMENT NUMBER 2025053725, RECORDED NOVEMBER 25, 2025 IN THE OFFICE OF THE RECORDER OF ALLEN COUNTY, INDIANA, AND BEING A PART OF THE LANDS CONVEYED TO THE CITY OF FORT WAYNE, INDIANA, DEPARTMENT OF REDEVELOPMENT IN INSTRUMENT NUMBER 2020073698 AND DOCUMENT NUMBER 20220101259 IN THE OFFICE OF SAID RECORDER, AS SHOWN ON AN EASEMENT EXHIBIT COMPLETED BY BERTSCH FRANK & ASSOCIATES, AND CERTIFIED BY JACOB M. SHINNEMAN (P.L.S.#22100006) ON JUNE 30, 2026 UNDER PROJECT NUMBER 26166.100; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE LANDS CONVEYED TO THE LAW ENFORCEMENT/FIREFIGHTERS MEMORIAL OF ALLEN COUNTY, INC. IN INSTRUMENT NUMBER 2011039747, IN THE OFFICE OF SAID RECORDER, BEING ALONG THE EAST RIGHT-OF-WAY LINE OF EWING STREET ALSO BEING A POINT ON A NON-TANGENT CURVE WITH A RADIUS OF 1,528.20 FEET AND A 40.95 FOOT CHORD WHICH BEARS NORTH 85 DEGREES 27 MINUTES 04 SECONDS EAST (NAD83 INDIANA STATE PLANE, ZONE EAST GRID AND BASIS OF BEARINGS TO FOLLOW); THENCE ALONG SAID CURVE AND THE SOUTH LINE OF SAID PARCEL OF LAND, AN ARC DISTANCE OF 40.95 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE SOUTH 01 DEGREES 22 MINUTES 39 SECONDS EAST, 22.03 MINUTES TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE WITH A RADIUS OF 1150.33 FEET AND A 125.77 FOOT CHORD WHICH BEARS NORTH 75 DEGREES 59 MINUTES 47 EAST; THENCE ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 125.83 FEET TO THE WEST RIGHT-OF-WAY LINE OF WELLS STREET; THENCE ALONG SAID WEST RIGHT-OF-WAY SOUTH 46 DEGREES 01 MINUTES 28 EAST, 218.11 FEET TO THE NORTH LINE OF A TRACT OF LAND DESCRIBED TO THE BOARD OF PARK COMMISSIONERS OF THE CITY OF FORT WAYNE, RECORDED NOVEMBER 06, 2023 AS DOCUMENT NUMBER 2023048436 IN THE OFFICE OF SAID RECORDER, THE FOLLOWING 5 COURSES BEING ALONG SAID LINE; 1) SOUTH 50 DEGREES 48 MINUTES 24 SECONDS WEST, 49.35 FEET TO THE POINT OF BEGINNING; 2) SOUTH 50 DEGREES 48 MINUTES 24 SECONDS WEST, 77.23 FEET; 3) SOUTH 49 DEGREES 17 MINUTES 30 SECONDS WEST, 140.66 FEET; 4) SOUTH 75 DEGREES 00 MINUTES 00 SECONDS WEST, 112.31 FEET; 5) SOUTH 78 DEGREES 30 MINUTES 18 SECONDS WEST, 120.79 FEET TO SAID EAST RIGHT-OF-WAY LINE OF EWING STREET; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 05 DEGREES 02 MINUTES 14 SECONDS EAST, 50.78 FEET ; THENCE SOUTH 84 DEGREES 56 MINUTES 45 SECONDS EAST, 12.00 FEET; THENCE SOUTH 05 DEGREES 02 MINUTES 14 SECONDS WEST, 21.70 FEET; THENCE SOUTH 79 DEGREES 43 MINUTES 13 SECONDS EAST, 30.01 FEET; THENCE NORTH 76 DEGREES 02 MINUTES 36 SECONDS EAST, 135.26 FEET; THENCE NORTH 67 DEGREES 08 MINUTES 13 SECONDS EAST, 88.02 FEET; THENCE NORTH 48 DEGREES 39 MINUTES 21 SECONDS EAST, 118.28 FEET; THENCE NORTH 61 DEGREES 27 MINUTES 47 SECONDS EAST, 54.77 SECONDS EAST TO THE POINT OF BEGINNING, CONTAINING 0.141 ACRES MORE OR LESS.



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

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 Parks and Recreation
Easement Exhibit "B"
919 Wells Street
Fort Wayne, Indiana

REVISIONS		
MARK	DATE	DESCRIPTION

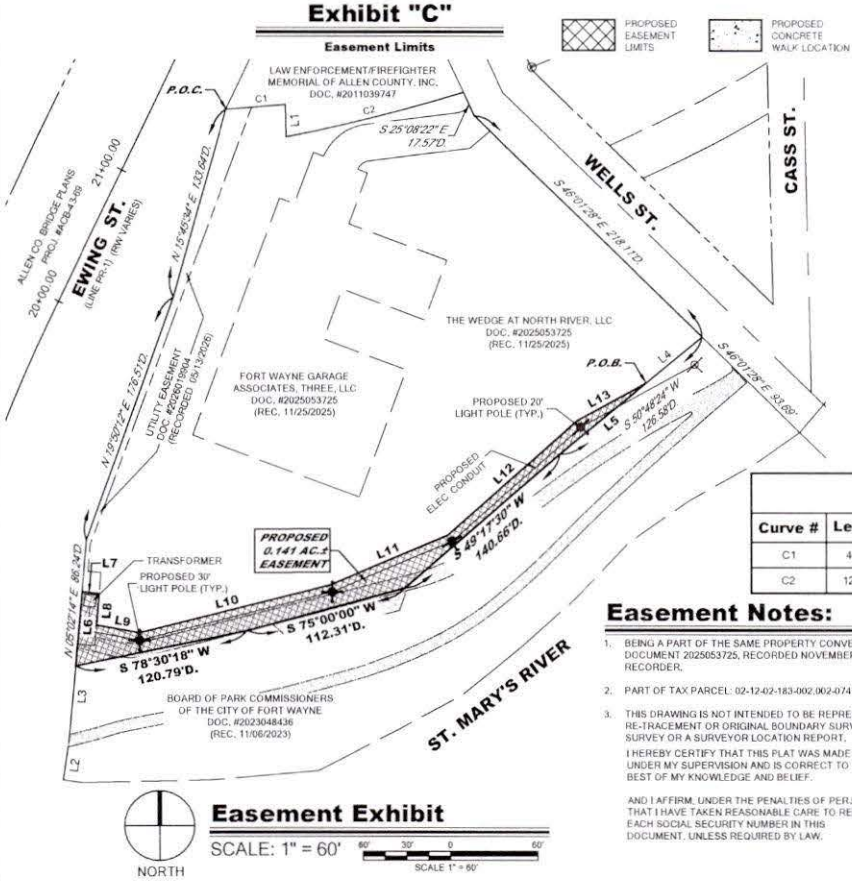
CAD FILE:	26166_Esmt.dwg
DRAWN BY:	JMS
CHECKED BY:	RMF
DATE:	06/30/2026
PRJCT. NO.:	26166.100

EXHIBIT C
(see attachd)

TRAIL EASEMENT AREA DEPICTION

Exhibit "C"

Easement Limits



Easement Exhibit

SCALE: 1" = 60'

SCALE 1" = 60'

Line Table		
Line #	Length	Direction
L1	22.03'	S01°22'39"E
L2	27.35'	S07°59'50"W
L3	50.89'	S05°07'37"W
L4	49.35'	S50°48'24"W
L5	77.23'	S50°48'24"W
L6	50.78'	N05°02'14"E
L7	12.00'	S84°56'45"E
L8	21.70'	S05°02'14"W
L9	30.01'	S79°43'13"E
L10	135.26'	N76°02'36"E
L11	88.02'	N67°08'13"E
L12	118.28'	N48°39'21"E
L13	54.77'	N61°27'47"E

Curve Table				
Curve #	Length	Radius	Chord B.	Chord L.
C1	40.95'	1528.20'	N85°27'04"E	40.95'
C2	125.83'	1150.33'	N75°59'47"E	125.77'

Easement Notes:

1. BEING A PART OF THE SAME PROPERTY CONVEYED TO THE WEDGE AT NORTH RIVER, LLC PER DOCUMENT 2025053725, RECORDED NOVEMBER 25, 2025 IN THE OFFICE OF ALLEN COUNTY RECORDER.
2. PART OF TAX PARCEL: 02-12-02-183-002.002-074
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, P.L.S.
INDIANA REGISTERED LAND SURVEYOR NO. 22100006

JACOB M. SHINNEMAN — No. LS22100006 — STATE OF INDIANA — LAND SURVEYOR

BERTSCH-FRANK & ASSOCIATES
LAND SURVEYING & CONSULTING
LAND SURVEYING
TELEPHONE (260) 456-6393
FACSIMILE: (260) 459-9303
LAND PLANNING
811 LAWRENCE DRIVE
FORT WAYNE, IN 46804

Fort Wayne Parks and Recreation
Easement Exhibit "C"
919 Wells Street
Fort Wayne, Indiana

REVISIONS

MARK	DATE	DESCRIPTION

CAD FILE:	26166_Esmt.dwg
DRAWN BY:	JMS
CHECKED BY:	RMF
DATE:	06/30/2026
PRJCT. NO.:	26166.100