

AGREEMENT FOR AUTHORIZATION FOR ENTRY UPON AND USE OF PUBLIC PROPERTY

THIS TEMPORARY ACCESS AGREEMENT is made effective this 15 day of June, 2026, by the City of South Bend, Indiana Venues Parks and Arts ("VPA") acting through its Board of Parks Commissioners ("Board") and the University of Notre Dame Du Lac, a non-profit educational institution ("Notre Dame"). The VPA and Notre Dame are sometimes collectively referred to herein as the "Parties" and individually as a "Party".

RECITALS

WHEREAS, VPA is the owner of certain park property and improvements located throughout South Bend, Indiana as identified in Exhibit A (collectively referred to as the "Park"); and

WHEREAS, Notre Dame desires to perform some soil testing at the Park in furtherance of its educational mission ("Work"); and

WHEREAS, in order to complete the planned Work, Notre Dame desires temporary access to the; and

WHEREAS, the Board is willing to permit Notre Dame and its subcontractors, agents, invitees and employees access to and use of the Park for the purposes of completing the Work as described below and subject to certain terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Board grants to Notre Dame, its agents, subcontractors, invitees and employees temporary access to perform the Work at the Park. The Work shall consist of soil testing.

2. Notre Dame understands that some, if not all, of the Work may be performed on a former landfill. Notre Dame expressly warrants that any such Work shall not disrupt the clay cap currently in existence. Should the clay cap be damaged by Notre Dame, it shall be Notre Dame's sole responsibility and expense to remediate such damage in a manner that is approved by both VPA and IDEM.

3. Notre Dame hereby agrees and undertakes to hold the City of South Bend ("City"), VPA, its agents, officers, employees, successors and assigns of each, free and harmless from any liability, loss, costs, damages or expenses, including attorney's fees, which the City or

VPA may suffer or incur, as a result of any claims or actions resulting from the negligence of Notre Dame, which may be brought by any person or entity arising out of the approval granted herein this Agreement. If any action is brought against the City or VPA, its agents, officers, employees, successors and assigns of each, because of the aforementioned Improvements, the undersigned agrees to defend such action or proceedings at its own expense and to pay any judgment rendered therein.

4. To the extent that any portion of the Park is disturbed in connection with the exercise of the privileges granted under this Agreement, Notre Dame shall restore the Park to the same condition in which it was immediately prior to such disturbance to the satisfaction of VPA.

5. Notre Dame understands and agrees that it will secure in its own name and at its own expense all necessary permits and authorizations needed to perform the Work. Notre Dame shall not, without the prior written consent of VPA, cause or permit, knowingly or unknowingly, any hazardous material to be brought or remain upon, kept, used, discharged, leaked or emitted in or about, or treated at the Park.

6. Notre Dame understands and agrees that it will, at its own expense, observe and comply with all present and future statutes, laws, ordinances, requirements, orders, rules and regulations of all governmental authorities.

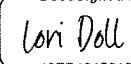
7. Notre Dame, at its expense, shall maintain during the term of this Agreement, commercial general liability insurance on the Improvements covering Notre Dame as the named insured and identifying the City and VPA as an "additional insured" with terms satisfactory to the City and with companies qualified to do business in the State of Indiana, for limits of not less than \$100,000.00 for bodily injury, including death resulting therefrom, and personal injury for any one (1) person in any one (1) occurrence, \$500,000.00 for such injuries for all persons for any one (1) occurrence, \$100,000.00 property damage insurance, or a combined single limit in the amount of \$500,000.00. Notwithstanding the foregoing, Notre Dame shall, at all times, maintain said general liability insurance naming the City and VPA as an "additional insured" for bodily injury, including death resulting therefrom and personal injury with limits sufficient to cover the City or VPA's exposure to liability for said injuries, which amounts are set forth at Indiana Code § 34-13-3-4, as the same may be amended, superseded or recodified from time to time.

8. The undersigned person(s) signing on behalf of his/her respective Parties certify that he/she is duly authorized to bind his/her respective party to the terms hereof.

9. This Agreement is governed by and construed according to the laws of the state of Indiana. Any action to enforce the terms of this Agreement or to construe the terms of this Agreement must be filed in the state courts of St. Joseph County, Indiana.

IN WITNESS WHEREOF, the Parties have each executed this Agreement as of the date first written above.

UNIVERSITY OF NOTRE DAME

DocuSigned by:

40ED1315612B42F
Signature

Lori Doll Director, Research Contracts

Printed Name and Title

940 Grace Hall

Street Address

P.O. Box

Notre Dame, IN 46556

City, State Zip

574-631-7432

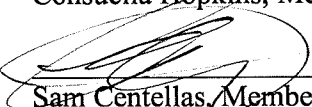
Telephone

Fax

**CITY OF SOUTH BEND, INDIANA
BOARD OF PARKS COMMISSIONERS**


Mark Neal, President

Consuella Hopkins, Member


Sam Centellas, Member

ATTEST:


Anastasia Smith-Davis, Clerk

EXHIBIT A

PARK

Sample Locations	Adress
Seitz Park	S Niles Ave, South Bend, IN 46617
Kennedy Park	Eclipse Pl, South Bend, IN 46628
Pinhook Park	2801 Riverside Dr, South Bend, IN 46616
Governor Joseph Kernan Park	Northside Blvd. at, S Notre Dame Ave, South Bend, IN 46601
Coquillard Park	1235 Chaifant St, South Bend, IN 46617
Leeper Park	907 Riverside Dr, South Bend, IN 46616
Voorde Park	N Kenmore St, South Bend, IN 46628
Freemont Park	1800 Fremont St, South Bend, IN 46628
Brown Feild Park	MPVP+45 South Bend, Indiana
Basket ball court	1100 Wilber St, South Bend, IN 46628
Boehm Park	Edison Rd, South Bend, IN 46635
Pulaski Park	1308 Huron St, South Bend, IN 46619
South East Neighborhood Park	630 Wenger St, South Bend, IN 46601
Gwen Stiver Park	103 E Colfax Ave, South Bend, IN 46601