



Department of Engineering

November 14, 2023

Board of Public Works & Safety
10 South State Street
Greenfield, IN 46140

Dear Members,

Attached is an Easement Agreement with DISH Wireless, LLC for a 10' easement along approximately 460' of the Pennsy Trail R/W directly south of 101 and 104 Harrison Street. There are 2 communication towers located on the 101 Harrison property and DISH wants to run utilities from the towers out to the City R/W and beyond.

This portion of the Pennsy R/W has deed restrictions that requires Labcorp (prior owners of the Pennsy parcel) to consent to the proposed use. DISH has acquired that consent.

This 10' easement is at the far north end of the Pennsy R/W and is north of an existing 8' chain link fence. This work by DISH will not affect the Pennsy Trail operations or that existing fence line. I've created a map overlay of their survey on the last page of this memo to visualize how everything fits together.

I would like to request that the Board approve and accept the DISH Easement Agreement as presented. We will then return the executed easement back to DISH and DISH will record the easement with the County.

Sincerely,

A handwritten signature in black ink that reads "Jason Koch". The signature is written in a cursive, flowing style.

Jason A. Koch, P.E.
City Engineer

Upon Recording, Return to:

DISH Wireless L.L.C.
Attention: Lease Administration
5701 S Santa Fe Blvd
Littleton, CO 80120
Re: CHIND00138A

(Space above for Recorder's Office)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "**Agreement**") is made and entered into as of the ____ day of _____, 2023, (the "**Effective Date**") by and between Greenfield City of Board of Public Works & Safety, whose mailing address is Cleark Treasures Office, 10 South State Street, Greenfield, IN 46140 (as "**Grantor**") and DISH Wireless L.L.C., a Colorado limited liability company, DISH having a place of business at 9601 South Meridian Boulevard, Englewood, Colorado 80112 (as "**DISH**"). Grantor and DISH are at times collectively referred to hereinafter as the "**Parties**" or individually as a "**Party**".

WHEREAS, Grantor is the owner of certain real property located 101 South Harrison Street, Greenfield, IN 46140, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (the "**Property**"); and

WHEREAS, DISH has entered into or is pursuing a Supplement to Master Lease Agreement (the "**Tower Lease**") with Crown Castle, LLC ("**Crown**") for the installation of DISH's antennas, radios and other receiving and transmitting equipment (the "**Antenna Facilities**") on a transmission tower owned Crown and located on the Property;

WHEREAS, DISH seeks to enter into this Agreement to allow DISH to use the Easements (as hereinafter defined) located on the Property, all for the operation of DISH's Antenna Facilities; and

WHEREAS, Grantor wishes to grant to DISH: (1) a ten foot (10') wide non-exclusive easement, extending through and across a portion of the Property, for the purpose of the installation, use, operation, modification, maintenance and removal of utility lines, utility wires, fiber, cables, conduits, pipes and related communications equipment, either aboveground or underground, including, but not limited to, electrical, gas, fiber connectivity, fiber-optic cabling and lines, underground coax cable, underground conduit, junction boxes and appurtenant equipment, along with other necessary utility services and personal property that may be installed from time to time (hereafter referred to as "**DISH's Utilities**") (the "**Utility Easement**").

NOW THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, Grantor agrees to grant an easement to DISH upon the following terms and conditions:

1. Easement. Grantor hereby grants to, and for the benefit of, DISH and DISH's successors and assigns, DISH's agents, employees, representatives, contractors, and invitees the Utility Easement, in the location as more particularly described and depicted in **Exhibit B** attached hereto and incorporated herein, for the installation, operation and maintenance of DISH's Utilities (collectively, the "**Easement**"). Grantor covenants not to do or permit any act or acts that unreasonably prevent or hinder DISH's use of the Easement for the aforementioned purpose.
2. Term. This Agreement shall be effective as of the Effective Date. The term of the Easement and DISH's rights and privileges under this Agreement shall commence upon the Effective Date and shall be perpetual. Notwithstanding the foregoing, DISH may terminate this Agreement for any reason, upon thirty (30) day's prior written notice to Grantor.
3. Consideration. In consideration of the rights granted herein, DISH shall pay Grantor the amount set forth in **Exhibit C**, attached hereto and incorporated herein by reference. **Exhibit C** may be removed for recording purposes.
4. Maintenance. DISH may place, repair, add, remove or otherwise modify any of all of DISH's Utilities, at any time during the term of this Agreement. DISH shall maintain DISH's Utilities, DISH's Communications Equipment in good condition and in compliance with applicable law and shall maintain the Easement in a condition suitable for its use for the installation and maintenance of DISH's Utilities and DISH's Communications Equipment. During the term of this Agreement, Grantor will not give, grant, or convey any interest in, or license or permission to use, the Easement, not already existing on the date of this Agreement. Grantor shall maintain the Property in good condition and in compliance with all applicable laws.
5. No Permanent Structures. Grantor, shall not construct or permit to be constructed, any building or other permanent structure upon the Easement(s), or make any permanent excavation, or permit any permanent excavation to be made upon the Easement(s).
6. Assignment. DISH may, at its discretion and upon written notification to Grantor, assign and delegate all or any portion of its rights and liabilities under this Agreement in connection to any third party without Grantor's consent. DISH shall be released from its obligations hereunder only with the prior written consent of Grantor.
7. Indemnification. The Parties agree to indemnify, defend, and hold the Parties, their officers, agents, employees, contractors, or any other person or entity for whom is the Parties are legally responsible, harmless from and against any direct injury, loss, damage, or liability (or any claims in respect to the foregoing), costs or expenses (including reasonable attorney's fees and court costs) resulting from the breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional acts or omissions of the Parties, their officers, employees, agents, contractors or any other person or entity form whom the Parties legally responsible.

8. Waiver. Notwithstanding anything in this Agreement, with respect to all loss, damage, or destruction to a party's property (including rental value and business interruption) occurring during the term of this Agreement, Grantor and DISH hereby release and waive all claims (except for willful misconduct) against the other party and its employees, agents, officers, and directors.

9. Miscellaneous.
 - a. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both Parties.

 - b. Severability. If any provision of this Agreement is invalid or unenforceable with respect to any Party, the remainder of this Agreement, or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

 - c. Due Authorization. Each Party hereto represents and warrants that it has obtained all required consents and authorizations to enter into this Agreement.

 - d. Binding Agreement. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the Parties.

 - e. Governing Law. This Agreement shall be governed by the laws of the State in which the Property is located.

 - f. Notice. Any notice required or given under this Agreement shall be given in writing by certified US mail (postage pre-paid) with return receipt requested or by courier service (charges prepaid), except as otherwise expressly set forth herein, to Grantor at 266 Hidden Glenn Drive, Greenfield, IN 46140, Attention: Rob Little, and to DISH at 5701 South Santa Fe Blvd., Littleton, Colorado 80120, Attention: Lease Administration.

[Signatures appear on the following page. Remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

GRANTOR

Greenfield City of Board of Public Works
& Safety

DISH

DISH Wireless L.L.C.

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

GRANTOR ACKNOWLEDGEMENT

STATE OF:

COUNTY OF: _____

On _____, 2023 before me, _____,
Notary Public, personally appeared _____, personally known to me (or proved to me
on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument
and acknowledged to me that he executed the same in his authorized capacity, and that by his signature
on the instrument, the person, or the entity upon behalf of which the person acted, executed the
instrument.

WITNESS my hand and official seal.

_____(SEAL)

Notary Public

Notary Public in the county of: _____ My commission expires: _____

DISH ACKNOWLEDGEMENT

STATE OF: _____

COUNTY OF: _____

On _____, 2023 before me, _____,
Notary Public, personally appeared _____, personally
known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within instrument and acknowledged to me that he executed the same in his authorized
capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the
person acted, executed the instrument.

WITNESS my hand and official seal.

_____(SEAL)

Notary Public

Notary Public in the county of: _____ My commission expires: _____

IN WITNESS WHEREOF, Prior Owner has signed this Easement under seal effective this ____ day of November 3RD, 2023.

LABCORP EARLY DEVELOPMENT LABS,
a Delaware Corporation

[Signature]
Signed Name
SARAH E WALL
Printed Name
DIRECTOR CAMPUS LEAD
Title

STATE OF Indiana)
COUNTY OF Hancock) ss:



This certificate relates to an acknowledgment in connection with which, no oath or affirmation was administered to the document signer.

The foregoing instrument was acknowledged before me, a notary public in the County and State written above this 3RD day of November, 2023 by

SARAH E WALL, as CAMPUS LEAD of LABCORP EARLY DEVELOPMENT LABS, Inc., a corporation, organized under the laws of Delaware, on behalf of such corporation.

WITNESS my hand and official seal dated November 3RD, 2023.

SEAL:

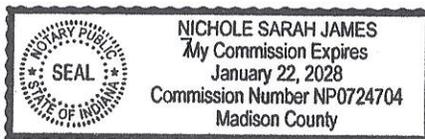
Signed: [Signature]
Printed or Typed Name: Nichole Sarah James
Commission Expires: January 22, 2028
My County of Residence: Madison
My Commission Number: NP0724704

This instrument prepared by PBM Wireless Services, Stephen E. Carr, Director of Operations, 2894 Aldersgate Drive, Greenwood, IN 46143.

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. Stephen E. Carr

[Signature]
Signature

Site Number: CHIND00138A
Market: INDIANAPOLIS



Confidential & Proprietary
Easement Version: 1.0

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Property Address: 101 South Harrison Street, Greenfield, IN 46140

Parcel Identification Number: 30-11-06-000-002.001-009

Legal Description of the Property:

Part of the Northeast Quarter of Section 6, Township 15 North, Range 7 East, City of Greenfield, Center Township, Hancock County, Indiana. This description is certified by Nathan R. Grimes, PLS #LS21000194 on 09/05/2023, (No revisions) as Renaissance Design Build, Inc. Project No. 2023-____ (all references to monument and courses herein are as shown on said plat of survey.) Which is further described as follows:

Commencing at a Harrison monument found at the Southeast corner of said Northeast Quarter of Section 6 and on the centerline of Franklin Street;

thence with the east line of said quarter section and said centerline N 01°23'57" W - 1162.83' to a point;

thence leaving said quarter section line and Franklin Street S 86°29'56" W - 336.66' to a point on the north line of the property conveyed to City of Greenfield, Indiana Board of Public Works and Safety in Instrument Number 090006562 of the Hancock County Recorder's Office and being the True Point of beginning of the Utility Easement "A";

thence traversing said City of Greenfield property S 03°30'05" E - 10.00' to a point;

thence S 86°29'55" W - 9.34' to a point;

thence S 78°58'53" W - 61.15' to a point;

thence S 86°29'55" W - 387.77' to a point;

thence N 00°50'14" W - 10.01' to a point on the north line of said City of Greenfield property;

thence with said north line N 86°29'55" E - 386.65' to a point;

thence leaving said north line and traversing said City of Greenfield property N 78°58'53" E - 61.15' to a point on the north line of said City of Greenfield property;

thence with said north line N 86°29'55" E - 10.00' to the point of beginning, containing 4,580.31 square feet.

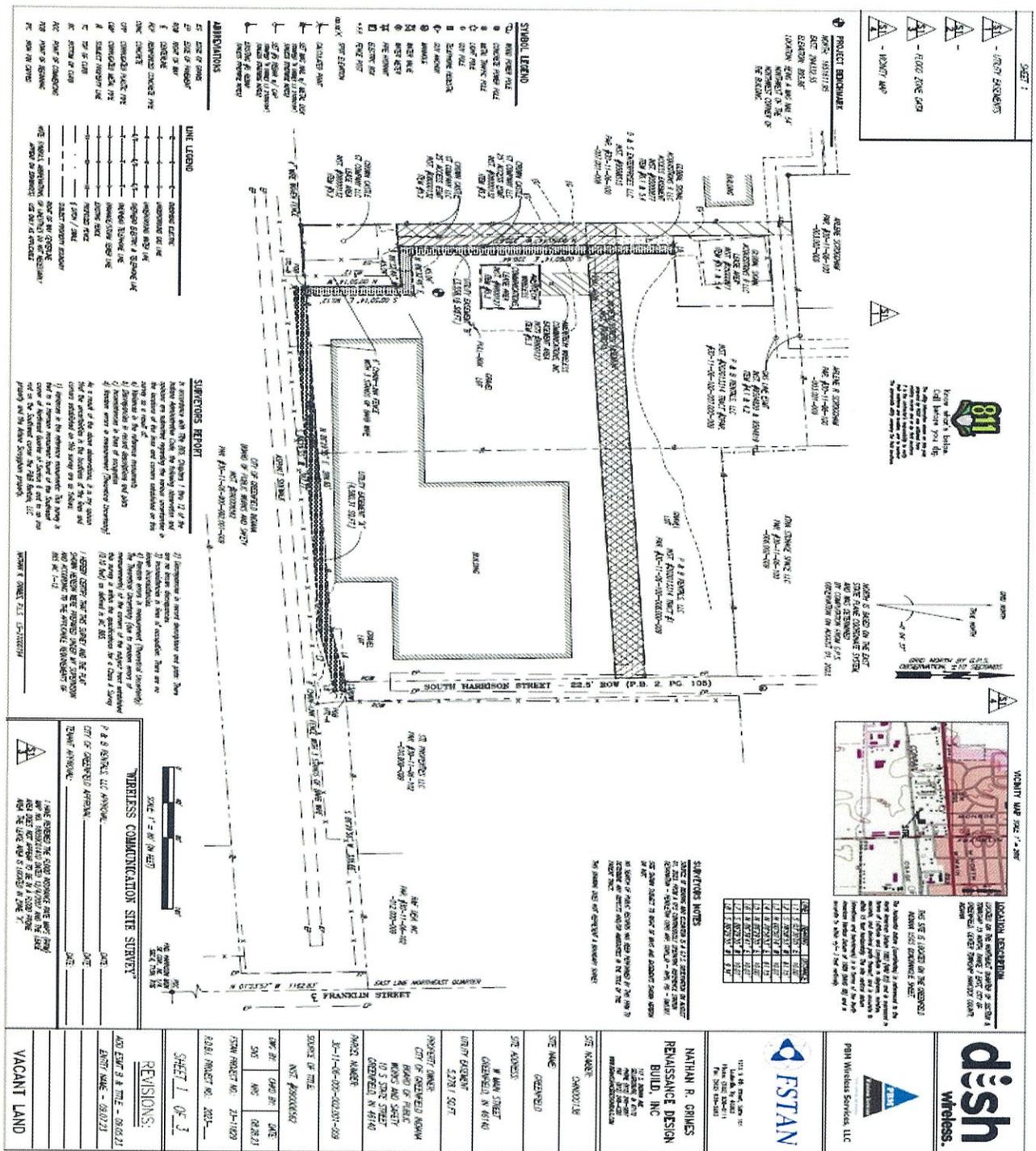
Legal Description of the Easement:

A part of the North Half of Section 6, Township 15 North, Range 7 East, in Center Township, Hancock County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of said Northeast Quarter Section; thence on an assumed bearing of South 00 degrees 29 minutes 36 seconds West along the East line thereof a distance of 716.66 feet to the intersection of said East line and the North right-of-way line of the former Penn Central Railroad; thence South 88 degrees 23 minutes 16 seconds West along the North right-of-way line thereof a distance of 20.01 feet to the Point of Beginning of this description; thence continuing South 88 degrees 23 minutes 16 seconds West along said North right-of-way line a distance of 387.35 feet; thence South 01 degrees 36 minutes 44 seconds East a distance of 8.00 feet; thence South 88 degrees 23 minutes 16 seconds West along said North right-of-way line a distance of 2709.36 feet; thence South 00 degrees 59 minutes 19 seconds West a distance of 97.10 feet to the South right-of-

way line of said Railroad; thence North 88 degrees 23 minutes 16 seconds East along the South right-of-way line thereof a distance of 3097.26 feet; thence North 00 degrees 29 minutes 36 seconds East a distance of 105.07 feet to the Point of Beginning. Containing 6.967 acres. more or less

EXHIBIT B SURVEY OF EASEMENT



Site Number: CHIND00138A
Market: INDIANAPOLIS

TO BE REMOVED PRIOR TO RECORDING

EXHIBIT C

CONSIDERATION

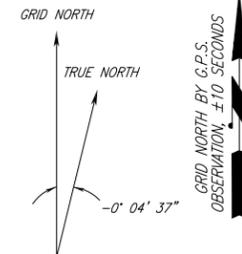
In accordance with Section 3 of this Agreement, DISH shall make to Grantor a one-time lump sum payment in the amount of Five Hundred and 00/100 Dollars (\$500.00) ("**Easement Payment**"). The Easement Payment shall be made to Grantor within forty-five (45) business days of the Commencement Date. Notwithstanding the foregoing, DISH shall require receipt of a validly completed IRS approved W-9 form (or its equivalent) prior to making the Easement Payment or any other amount(s) due under this Agreement.

- UTILITY EASEMENTS
-
- FLOOD ZONE DATA
- VICINITY MAP



Know what's below. Call before you dig.

The utility information shown on this plot, prepared by FSR, was obtained from existing records and/or by field locations. It is the contractor's responsibility to verify their existence and location, and to contact the appropriate utility company for field locations.



NORTH IS BASED ON THE EAST STATE PLANE COORDINATE SYSTEM, AND WAS DETERMINED BY COMPUTATION FROM G.P.S. OBSERVATION ON AUGUST 01, 2023.

VICINITY MAP SCALE: 1" = 2000'



LOCATION DESCRIPTION

LOCATED ON THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 15 NORTH, RANGE 7 EAST, CITY OF GREENFIELD, CENTER TOWNSHIP HANCOCK COUNTY, INDIANA

THIS SITE IS LOCATED ON THE GREENFIELD INDIANA USGS QUADRANGLE SHEET.

The horizontal datum (coordinates) is referenced to the North American Datum 1983 (NAD 83) and is expressed in terms of Latitude and Longitude in degrees, minutes, seconds, and decimal parts thereof, and is accurate to within 15 feet horizontally. The site vertical datum (elevations and benchmark) is in terms of the North American Vertical Datum of 1988 (NAVD 88) and is accurate to within +/- 3 feet vertically.

LINE	BEARING	DISTANCE
L1	S 03°30'05" E	10.00'
L2	S 78°58'53" W	61.15'
L3	N 00°50'14" W	10.01'
L4	N 78°58'53" E	61.15'
L5	N 96°43'55" E	10.00'
L6	N 86°39'47" E	10.01'
L7	S 86°29'55" W	10.01'
L8	S 86°29'55" W	9.34'

SURVEYORS NOTES

SOURCE OF BEARING AND ELEVATION IS A G.P.S. OBSERVATION ON AUGUST 01, 2023, FROM A GPS CONTINUOUSLY OPERATING REFERENCE STATION DESIGNATION - PENDELTON CORP APP. CORRS_ID - INPD, PID - DM5387.

SITE SHOWN SUBJECT TO RIGHT OF WAYS AND EASEMENTS SHOWN HEREON OR NOT.

NO SEARCH OF PUBLIC RECORDS HAS BEEN PERFORMED BY THIS FIRM TO DETERMINE ANY DEFECTS AND/OR AMBIGUITIES IN THE TITLE OF THE PARENT TRACT.

THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY.

PROJECT BENCHMARK
NORTH: 1651611.95
EAST: 294332.55
ELEVATION: 895.86'
LOCATION: BEING A MAG NAIL 54' NORTHWEST OF THE NORTHWEST CORNER OF THE BUILDING.



SYMBOL LEGEND

- WOOD POWER POLE
- CONCRETE POWER POLE
- METAL TRAFFIC POLE
- LIGHT POLE
- GUY POLE
- TELEPHONE PEDESTAL
- GUY ANCHOR
- MANHOLE
- WATER VALVE
- WATER METER
- FIRE HYDRANT
- ELECTRIC BOX
- FENCE POST
- SPOT ELEVATION
- CALCULATED POINT
- SET MAG NAIL W/ METAL DISK STAMPED "N GRIMES LS 21000194"; (UNLESS OTHERWISE NOTED)
- SET #5 REBAR W/ CAP STAMPED "N GRIMES LS 21000194"; (UNLESS OTHERWISE NOTED)
- EXISTING #5 REBAR (UNLESS OTHERWISE NOTED)

ABBREVIATIONS

- EG EDGE OF GRAVEL
- EP EDGE OF PAVEMENT
- ROW RIGHT OF WAY
- CL CENTERLINE
- RCP REINFORCED CONCRETE PIPE
- CONC CONCRETE
- CPP CORRUGATED PLASTIC PIPE
- CMP CORRUGATED METAL PIPE
- RP SUBJECT PROPERTY LINE
- TC TOP OF CURB
- BC BOTTOM OF CURB
- POC POINT OF COMMENCING
- POB POINT OF BEGINNING
- IPC IRON PIN CAPPED

LINE LEGEND

- OVERHEAD ELECTRIC
- UNDERGROUND GAS LINE
- UNDERGROUND WATER LINE
- OVERHEAD ELECTRIC & TELEPHONE LINE
- OVERHEAD TELEPHONE LINE
- DRAINAGE/STORM SEWER LINE
- EXISTING FENCE
- PROPOSED FENCE
- DITCH / SWALE
- SUBJECT PROPERTY BOUNDARY

NOTE: SYMBOLS, ABBREVIATIONS, OR LINESYLES DO NOT NECESSARILY APPEAR ON DRAWING(S). USE ONLY AS APPLICABLE

SURVEYORS REPORT

In accordance with Title 865, Chapters 1 thru 12 of the Indiana Administrative Code, the following observation and findings are submitted regarding the various uncertainties in the locations of the lines and corners established on this survey as a result of:

- Variations in the reference monuments
- Discrepancies in record descriptions and plats
- Inconsistencies in lines of occupation
- Random errors in measurement (Theoretical Uncertainty)

As a result of the above observations, it is my opinion that the uncertainties in the locations of the lines and corners established on this survey are as follows:

- Variations in the reference monuments: This survey is tied to a Harrison monument found of the Southeast corner of Northeast Quarter of Section 6 and to an iron rod on the Southwest corner the P&B Rentals, LLC property and the Arlene Scroggham property.

2) Discrepancies in record descriptions and plats: There are no known discrepancies.
3) Inconsistencies in lines of occupation: There are no known inconsistencies.
4) Random errors in measurement (Theoretical Uncertainty): The Theoretical Uncertainty (due to random errors of measurements) of the corners of the subject tract established this survey is within the specifications for a Class A Survey (0.10 feet) as defined in IAC 865.

I HEREBY CERTIFY THAT THIS SURVEY AND THE PLAT SHOWN HEREON WERE PREPARED UNDER MY SUPERVISION AND ACCORDING TO THE APPLICABLE REQUIREMENTS OF 865 IAC 1-12.

NATHAN R. GRIMES, P.L.S. LS-21000194

"WIRELESS COMMUNICATION SITE SURVEY"

P & B RENTALS, LLC APPROVAL: _____ DATE: _____
CITY OF GREENFIELD APPROVAL: _____ DATE: _____
TENANT APPROVAL: _____ DATE: _____



I HAVE REVIEWED THE FLOOD INSURANCE RATE MAPS (FIRM) MAP NO. 18059C0141D DATED 12/4/2007 AND THE LEASE AREA DOES NOT APPEAR TO BE IN A FLOOD PRONE AREA. THE LEASE AREA IS LOCATED IN ZONE "X".



PBM Wireless Services, LLC



1012 S 4th Street, Suite 101
Louisville, Ky 40203
Phone: (502) 636-5111
Fax: (502) 636-5263

NATHAN R. GRIMES
RENAISSANCE DESIGN
BUILD, INC
117 S. INDIANA AVE
SELLERSBURG, IN 47172
PHONE (812) 246-5897
FAX (812) 248-4320
WWW.RENAISSANCEDESIGNBUILD.COM

SITE NUMBER: CHIND00138

SITE NAME: GREENFIELD

SITE ADDRESS: W MAIN STREET
GREENFIELD, IN 46140

UTILITY EASEMENT
5,278.1 SQ.FT.

PROPERTY OWNER:
CITY OF GREENFIELD INDIANA
BOARD OF PUBLIC
WORKS AND SAFETY
10 S STATE STREET
GREENFIELD, IN 46140

PARCEL NUMBER:
30-11-06-000-002.001-009

SOURCE OF TITLE:
INST. #090006562

DWG BY: SNS
CHKD BY: NRG
DATE: 08.28.23

FSTAN PROJECT NO.: 23-11829

R.D.B.I. PROJECT NO.: 2023-___

SHEET 1 OF 3

REVISIONS:

ADD ESMT B & TITLE - 09.05.23
ENTITY NAME - 09.07.23

VACANT LAND