



GREENFIELD WATER UTILITY

451 Meek Street
Greenfield, Indiana 46140
www.greenfieldin.org
Phone: (317) 477-4350

14 November 2023

Mayor Chuck Fewell
Board of Works and Public Safety
10 South State St.
Greenfield, IN 46140

Re: Right of Entry

Mayor and Board Members,

The Pioneer Engineers Club has requested to use their resources and expertise to remove the old water tower from the 823 W. US 40 property and transport it to their club's location in Rush County to restore it to near original condition. Once the restoration is complete the Club will raise the tower for use on their property as part of a living history location. This right of entry permits the Club members access to the property to work at their own risk to disassemble the tower and prepare it for transport. This agreement releases the City from any liability for harm that could be encountered during this operation.

I request the Board of Works sign this agreement as presented. I welcome any questions the Board may have on this matter.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Charles Gill".

Charles Gill
Manager
Water Utility

cc: Gregg Morelock, City Attorney
Jane Webb, Utility Coordinator
Lori Elmore, Clerk-Treasurer

*451 Meek Street: Greenfield, Indiana 46140
Phone 317-477-4350 Fax 317-477-4351*

RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT (the "Agreement"), dated this _____ day of _____, 2023 (the "Commencement Date"), is by and between the City of Greenfield, Indiana (hereinafter the "Owner"), whose address is 10 S. State St., Greenfield, IN 46140, and the Pioneer Engineers Club (hereinafter the "Operator").

1. Owner represents and warrants that Owner is the fee simple Owner of the land, improvements, and buildings, which constitute the Property as set forth on Exhibit A, attached hereto and incorporated herein and have full power and authority to grant to Operator the rights set forth in this Agreement.

2. In consideration of the mutual benefits and obligations set forth herein, Owner grants to Operator and Operator's employees, agents, and contractors a nonexclusive right of entry to the Property for the sole purpose of dismantling and removing an existing water tower and associated improvements. All actions necessary to remove the existing water tower and associated improvements shall be accomplished no later than June 30, 2024.

3. The term of this Agreement commences on the Commencement Date and shall remain in full force and effect for a period of 45 days unless extended by the parties in writing.

4. At the conclusion of the aforementioned work by Operator, its employees, agents, and contractors, the portion of the Property, disturbed during said work shall be returned, as nearly as possible, to the same condition in which it existed prior to commencement of the work.

5. Operator shall hold harmless and indemnify Owner for any personal injury or property damage claim, lawsuit, or judgment that should arise during Operator's use of the Property, which is due solely to the negligence of Operator, its agents, employees, and contractors. Such indemnification shall include, but not be limited to, attorney's fees, court costs, litigation expenses and the payment of any settlement or judgment should result from any claim or lawsuit arising herefrom.

6. This Agreement may be executed in counterparts, each of which shall be deemed an original and such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Operator have executed this Agreement as of the date first written above.

[Signature pages follow]

**OPERATOR
MARK DIECKMANN
PRESIDENT
THE PIONEER ENGINEERS CLUB**



**OWNER
GREENFIELD BOARD OF PUBLIC WORKS AND SAFETY**

Mayor Chuck Fewell

Katherine Locke

Larry Breese

Kelly McClarnon

Glenna Shelby

ATTEST:

Lori Elmore, Clerk-Treasurer