



June 24, 2025

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

RE: Temporary Easement at 971 US-40 W (Thrive Center) for Pennsy Trail Connection
Legacy Properties of the Community Foundation of Hancock County

Dear Members,

Some time ago, Hancock County installed a connection to the Pennsy Trail behind the Thrive Center. This connection is a steep incline to get to the trail.

Greenfield Parks has asked Staff to make the trail connection more accessible. Greenfield Street Department has agreed to add needed fill and stone and/or asphalt millings for the surface. The Hancock County Highway Department has agreed to provide culvert pipe extensions to accommodate the added side slopes.

On June 13, 2025, the Community Foundation discussed this project and signed the attached temporary easement, drafted by the Greenfield City Attorney.

The recommended motion is to execute a temporary easement on Legacy Properties of the Community Foundation of Hancock County property to extend a Pennsy Trail connection.

Sincerely,

Glen E. Morrow, P.E.
City Engineer

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE WITNESS, that Legacy Properties of the Community Foundation of Hancock County, Inc., by Jane Hardisty, as President, of Hancock County, Greenfield, Indiana, hereinafter referred to as "GRANTOR", in consideration of One Dollar (\$1.00) and other valuable consideration, hereby grants to the City of Greenfield, Indiana and the Greenfield Street Department, hereinafter referred to as "GRANTEE", a temporary construction easement for the purpose of improving connection to the Pennsy Trail located on the south portion of Parcel No. 30-10-01-200-002.001-009 located in the City of Greenfield, Hancock County, Indiana and depicted on Exhibit A attached hereto

It is stipulated and agreed that the Grantee, its agents, servants, employees, contractors and subcontractors shall have the right to enter upon said temporary right-of-way and easement as specifically described above for purposes set forth above and the Grantor or Grantor's heirs, successors, employees, contractors, suppliers, agents and assigns shall not use the said real estate in any manner which shall restrict, prohibit or impede the Grantee, its agents, servants, employees, contractors and subcontractors, from using the subject real estate for the purposes set forth above. Furthermore, Grantee shall be responsible for and hold Grantor harmless for any damage, destruction or injury to any property or person as a result of Grantee's usage of said easement.

It is further stipulated and agreed that the Grantee, its agents, servants, employees, contractors and subcontractors shall have the right to enter upon said temporary right-of-way and easement as specifically described above purpose of improving connection to the Pennsy Trail.

The term of this easement shall be for 365 days commencing on the day it is recorded in the Office of the Hancock County Recorder.

IN WITNESS WHEREOF, Jane Hardisty, as President of Legacy Properties of the Community Foundation of Hancock County, Inc. has hereunto set her hand and seal this 13th day of June, 2025.

Jane E. Hardisty
Jane Hardisty, President of Legacy Properties of
the Community Foundation of Hancock County,
Inc.

STATE OF INDIANA)
) SS:
COUNTY OF HANCOCK)

Before me, the undersigned, a Notary Public in and for said County and State, this 13th day of June, 2025, personally appeared the within named, Jane Hardisty, as President of Legacy Properties of the Community Foundation of Hancock County, Inc., and acknowledged the execution of the same to be her voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires:
April 5, 2031

Christine Raffaelli
Christine Raffaelli, Notary Public
Residing in Hancock County, IN



This instrument was prepared by Gregg H. Morelock, Attorney at Law, BRAND & MORELOCK, 6 W. South St., Greenfield, IN 46140.

I affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Gregg H. Morelock.

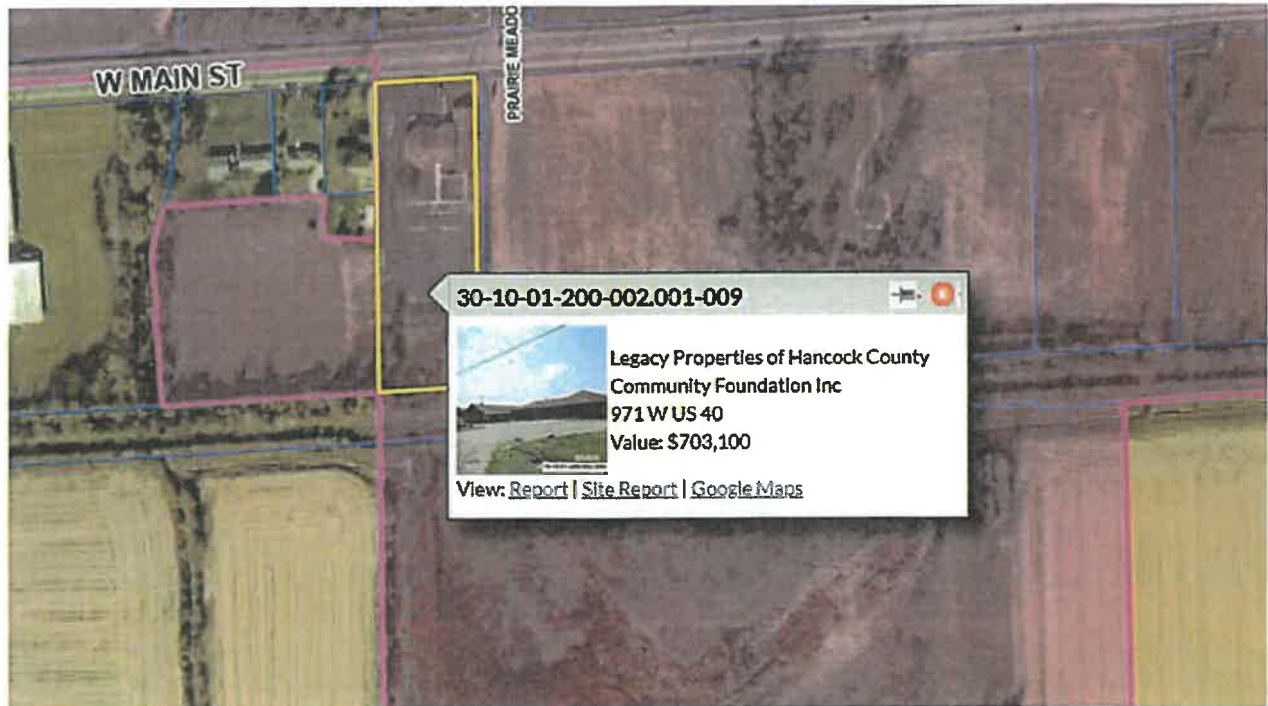


EXHIBIT A