

RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT (the “Agreement”), dated this _____ day of May, 2023 (the “Commencement Date”), is by and between Hancock County 4-H Club Agricultural Association, Inc., (hereinafter the “Owner”), whose address is 620 N. Apple St., Greenfield, IN 46140, and the City of Greenfield, Indiana, and the Greenfield Wastewater Utility (collectively, 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 conducting soil borings deemed necessary by Operator for the determination of the feasibility to construct certain wastewater facilities. All such borings and the remedial work associated therewith shall be completed no later than May 26, 2023.

3. The term of this Agreement commences on the Commencement Date and shall remain in full force and effect for a period of 30 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. In addition to initially returning the property as nearly as possible to its original condition, Operator hereby commits that for a period of 180 days, an employee of the Operator shall on a weekly basis inspect each soil boring location and take all steps necessary to ensure that said locations do not pose a potential risk to horses, ponies, or humans during the term of this Agreement.

5. Operator shall hold harmless and indemnify Owner for any personal injury or property damage that should arise during Operator’s use of the Property, which is due solely to the negligence of Operator, its agents, employees, and contractors.

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.

OWNER
HANCOCK COUNTY 4-H CLUB AGRICULTURAL ASSOCIATION, INC.

Michael Elsbury

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

Mayor Chuck Fewell

Katherine Locke

Larry Breese

Kelly McClarmon

Glenna Shelby

ATTEST:

Lori Elmore, Clerk-Treasurer