

## **GRANT OF TEMPORARY EASEMENT**

THIS INDENTURE WITNESS, that the City of Greenfield, of Hancock County, Indiana, hereinafter referred to as “GRANTOR”, in consideration of a contribution in the sum of One Thousand Five Hundred Dollars (\$1,000.00) by The Hydaker-Wheatlake Company, hereinafter referred to as “GRANTEE” to the organization known as Re-Greening of Greenfield, hereby grants to Grantee, its agents, employees, assigns, and contractors, a temporary easement for the purpose of staging and storage of equipment to be utilized by Grantee upon the following described real estate located in the City of Greenfield, Hancock County, Indiana:

The property located at 222 S. Franklin Street, Greenfield, Indiana 46140, more accurately depicted by Exhibit A, attached hereto and incorporated by reference herein.

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. Upon termination of said temporary easement, Grantee will return the affected real estate to the condition in which it existed immediately prior to the effective date of this easement agreement.

The consideration set forth above shall be paid no later than ten (10) business days from the date of execution of this agreement. As additional consideration, Grantee shall name Grantor as an additional insured as evidenced by Exhibit B, attached hereto and incorporated by reference herein, and shall maintain Grantor as an additional insured under any successive policies of insurance for the duration of this agreement.

This agreement shall be effective upon its execution by all parties and shall expire no later than December 31, 2019.

GRANTOR

\_\_\_\_\_  
Chuck Fewell, Mayor

\_\_\_\_\_  
Kelly McClarnon

\_\_\_\_\_  
Larry Breese

\_\_\_\_\_  
Glenna Shelby

\_\_\_\_\_  
Katherine N. Locke

Attest:\_\_\_\_\_  
Lori Elmore, Clerk-Treasurer

STATE OF INDIANA     )  
  ) SS:  
COUNTY OF HANCOCK )

Before me, the undersigned, a Notary Public in and for said County and State, this \_\_\_\_\_ day of July 2019, personally appeared the within named, Chuck Fewell, Mayor, City of Greenfield, Indiana, Larry Breese, Katherine N. Locke, Kelly McClarnon and Glenna Shelby, and acknowledged the execution of the same to be his voluntary act and deed.

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

official seal.

My Commission Expires:  
March 27, 2024

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Gregg H. Morelock, Notary Public  
Residing in Hancock County, IN

READ AND AGREED TO this 12th day of June,

2018. GRANTEE



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Ross Gableman

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, Attorney at Law.