

MEMORANDUM OF UNDERSTANDING

WHEREAS, Hancock Regional Hospital (HRH) has heretofore granted to the City of Greenfield, Indiana an exclusive permanent drainage and utility easement for an area surrounding the existing water tower located on property owned by HRH at 801 N. State Street, Greenfield, Indiana, a copy of which easement is attached hereto as Exhibit A and incorporated by reference herein; and

WHEREAS, HRH desires to install and maintain all gardens and all associated improvements within the designated easement area as depicted on Exhibit B, attached hereto and incorporated by reference herein; and

WHEREAS, to set forth the terms of the party's agreement to authorize such an encroachment by HRH into the designated easement area, the parties agree and enter into this Memorandum of Understanding.

THEREFORE, COME NOW Hancock Regional Hospital and the City of Greenfield, Indiana, and agree to the following:

1. In consideration of the City of Greenfield, Indiana granting to HRH the right to encroach upon a drainage and utility easement previously granted to the City of Greenfield, Indiana, HRH agrees to the following:

A. HRH is granted the right to encroach upon the drainage and utility easement located on property owned by HRH having an address of 801 N. State Street, Greenfield, Indiana and more particularly described on Exhibit A, attached hereto and incorporated by reference herein.

B. The purpose of the encroachment is specifically limited to the installation of gardens and associated improvements in the areas delineated in blue on Exhibit B, attached hereto and incorporated by reference herein.

C. HRH may not change the scope or purpose of the encroachment without the specific written consent of the City of Greenfield, Indiana, which consent may be withheld at the City of Greenfield's sole discretion.

D. HRH acknowledges that the City of Greenfield, Indiana is not, in any way, waiving its full right to use and enjoyment of the drainage or utility easement. Upon request by the City of Greenfield, Indiana, HRH shall remove the encroachment for the purpose of allowing the City of Greenfield, Indiana, or any public utility associated therewith, access to the easement. Should HRH fail to remove the encroachment within a reasonable period of time, the City of Greenfield, Indiana, or any public utility associated therewith, may, at its discretion, remove the encroachment and assess HRH the cost of removing the encroachment.

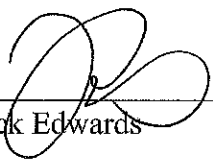
E. HRH agrees and acknowledges, by its signature below, that they knowingly, intentionally, and after either consulting with legal counsel of their choice or having the opportunity to consult with legal counsel of their choice, hereby waive, relinquish, and forego any claim, of whatsoever nature, including, but not limited to, property damage, personal injury, consequential damages or any other claim or cause of action that may arise as a result of either the encroachment or any activity conducted by the City of Greenfield, Indiana, within the easement in question. Furthermore, HRH represents that they shall defend, indemnify, and hold the City of Greenfield, Indiana, and any public utility associated therewith, from any claim for loss, judgment and/or award of damages, as well as any expense (including reasonable attorney fees) incurred by the City of Greenfield, Indiana, as a result of the prosecution of any such claim or cause of action by any third party or by any person or entity by and through ownership of the subject real estate by the current property owner and/or their legal successors in interest upon which this agreement as to indemnification shall be binding. Notwithstanding the foregoing, the City of Greenfield, Indiana reserves the right to select legal counsel of their choice to defend their interests should any claim or cause of action arise out of this encroachment agreement and/or out of any of the activity of the City of Greenfield, Indiana, or any public utility associated therewith, within the applicable easement, the cost of which, HRH, and/or their legal successors in interest, shall repay to the City of Greenfield, Indiana within 30 days or receiving an invoice regarding all or any portion of said cost of defense.

SO AGREED AND EXECUTED THIS _____ DAY OF APRIL, 2021.

GREENFIELD BOARD OF PUBLIC
WORKS AND SAFETY

HANCOCK REGIONAL HOSPITAL

Mayor Chuck Fewell



Rick Edwards

Katherine Locke

Larry Breese

Kelly McClarnon

Glenna Shelby

Attest: _____
Lori Elmore, Clerk-Treasurer