

RIGHT-OF-ENTRY AND HOLD HARMLESS AGREEMENT

WHEREAS, the City of Greenwood, by and through its Board of Parks and Recreation of (hereinafter "City"), intends to construct a trail on real property owned by the Central Nine Career Center (hereinafter "Owner"), located at 1999 US-31, Greenwood, Indiana 46143 ("Real Property"); and

WHEREAS, it shall be necessary for City's contractor, as City's agent, to enter upon, to temporarily use, and to occupy a portion of the above-referenced Real Property to construct a trail from Worthsville Road through Grassy Creek Park connecting to Owner's trails network as more accurately depicted in the attached Exhibit A ("Work"); and

WHEREAS, Owner acknowledges that City needs to access and use its property for the purposes stated above and desires City to perform Work, and hereby agrees that in consideration of the trail becoming the property of Owner upon completion of Work, with a condition that the trail will be available for the use of a general public, the undersigned Owner grants to City, its agents, and representatives, a right of entry upon its property at reasonable times as is reasonably necessary for the accomplishment of the aforesaid Work; and

WHEREAS, the undersigned Owner further agree(s) to release City from any liability and hold it harmless for damage to its Real Property caused by Work; and

WHEREAS, upon completion of Work when ownership of the trail vests in Owner, it shall, at its sole expense, maintain the trail.

Owner represents and warrants to City that Owner is the owner of the Real Property which is the subject of this agreement and that the undersigned person is duly authorized to execute this Right-of-Entry on behalf of Owner and that all necessary action for the making of this Right-of-Entry has been taken.

The undersigned specifically for itself, its successors, assigns and anyone it purports to represent, does hereby waive all, and releases the City from all, damages or claims undersigned accrues during, or arising from, Work performed under this Right-of-Entry or the presence/occupation of the trail on its Real Property, except to the extent that said damage or loss arises from or is caused by the gross negligence or willful misconduct of City, its employees, agents, or contractors.

The parties hereto agree that this Right-of-Entry is of limited duration and continues only until Work completion, at which time it terminates.

This Right-of-Entry shall be binding upon the parties, their executors, administrators, heirs, successors and assigns.

IN WITNESS THEREOF, the undersigned hereto set their hands and seals this _____ day of _____, 2017.

PROPERTY OWNER:
CENTRAL NINE CAREER CENTER

CITY OF GREENWOOD BOARD OF
PARKS AND RECREATION

By: _____

(Printed Name and Title)

By: _____

(Printed Name and Title)

As Authorized by the City of Greenwood
Board of Parks and Recreation at a Public
Meeting on _____