

RIGHT OF ENTRY

This RIGHT OF ENTRY IS GRANTED as of the _____ day of _____, 2016 by the undersigned (Grantor) to and for the benefit of the <<brief work Description >>, by the City of Carmel, Indiana (Grantee).

1. Grantor, owner of the herein described real property (hereinafter referred to as the "Premises"), hereby grants to Grantee and its respective employees, agents and contractors, the right to enter upon the Premises as required for the purpose of performing any and all duties necessary to undertake the work outlined on the attached Exhibit A3, consisting of <XXXX> (y) pages (hereinafter referred to as the "Improvements").

The Premises are more fully described on Exhibits A1 and A2.

2. Grantee shall protect, indemnify, hold harmless and defend Grantor from and against any and all loss, cost, damage, expense, demand, claim, suit or other liability, including but not limited to reasonable attorney fees because of bodily injury, including death at any time resulting therefrom, or property damage which results from the acts of the Grantee, its employees, agents or contractors, while on the Premises. Grantee shall indemnify Grantor against any damage to the Premises caused by the Grantee, its employees, agents and contractors

3. Grantee shall not cause damage to the Premises, except the normal and reasonable construction disturbance associated with the installation of the Improvements. Upon completion of this work, Grantee shall promptly return the Premises to a condition that is equal to or better than its condition prior to the grant of this Right-of-Entry.

4. This Right-of-Entry shall terminate at such time as the Improvements are installed and the portion of the Premises affected by the installation of the Improvements is restored under Article 4 of this Right-of-Entry.

IN WITNESS WHEREOF, Grantor has executed and delivers this instrument as of the day and year first above written.

GRANTOR:

By:

Signature

Printed Name

Address: