

## ***RIGHT OF ENTRY***

Re: Project – Gravel pad/transfer of dumpster  
Address: 6104 W. Broadway, McCordsville IN 46055  
Co Parcel No: 30-01-26-101-018.000-018 (the “Property”)

**WHEREAS**, the Town of McCordsville, Indiana, hereinafter referred to as the “Town” is in the process of vacating of Indiana Street;

**WHEREAS**, A to Z Harbin LLC, hereinafter referred to as the “Landowner”, is the owner of the Property;

**WHEREAS**, due to the vacation of Indiana Street, Landowner will be required to move his dumpster from its current location on the Property to a different location; and

**WHEREAS**, the Town is seeking a right of entry to assist Landowner in the installation of a new gravel pad (for a dumpster), the transfer of said dumpster to the new gravel pad, the removal of the old gravel pad, and replacement of the old gravel pad with top soil (“Work”).

**NOW THEREFORE**, be it agreed by and between the Landowner and the Town that the Landowner hereby grants the Town all necessary license and right of entry on and across the Property in accordance herewith. Town and its employees, agents, contractors, consultants, and representatives shall have the right to enter upon the Property at all reasonable times to conduct such Work as the Town deems necessary. If Town or its employees, agents, contractors, consultants, or representatives cause any damage to the Property during the course of such entry, then Town shall cause the prompt repair and/or restoration of the Property to substantially the same condition as it was prior to such entry. However, Town shall not be liable for any damages incurred by Landowner resulting from the mere discovery by Town of a pre-existing condition at or with regard to the Property. Town shall hold Landowner harmless for any loss, cost, liability, and/or property damage, personal injury, or death incurred by Town (or its agents or assigns) due to entry onto the Property pursuant to this Right of Entry, which obligations shall survive the expiration and/or termination hereof.

The Landowner and the Town further agree that this Right of Entry is effective immediately upon execution and shall permit the Town, through its employees, agents, contractors, consultants, and/or representatives, to proceed with surveying and related activities.

The Landowner and the Town further agree that this license and Right of Entry shall expire upon the completion of the Work or ninety (90) days whichever time period is shorter.

*[Signatures on the Next Page.]*

**IN WITNESS THEREOF,** Town and Landowner have executed this Right of Entry as of this \_\_\_\_  
\_\_\_\_8th\_\_\_\_ day of April, 2025.

**Town:** **The Town of McCordsville, Indiana**

By: \_\_\_\_\_  
\_\_\_\_Greg Brewer, Town Council President\_\_\_\_

**Landowner:** **A to Z Harbin LLC**

By: Scot A. Harbin 04/02/2025  
\_\_\_\_Scot A. Harbin, Member\_\_\_\_