

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this \_\_\_\_\_ day of October, 2023, by and between the City of Greenfield, Indiana, by and through the Greenfield Board of Public Works and Safety (hereinafter referred to as “the City”) and Legacy Properties of the Community Foundation of Hancock County, Inc., by and through its President, Kevin G. Harvey, (hereinafter referred to as “Legacy”).

WHEREAS, the City is the owner of a certain parcel of real estate, more particularly described on Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, Legacy is the owner of property adjoining that owned by the City, consisting of Parcel Numbers 30-10-01-200-022.000-008, 30-10-01-200-003.001-008, and 30-10-02-100-015.000-008, commonly referred to as 971 W. U.S. 40, Greenfield, Indiana 46140; and

WHEREAS, as partial consideration for the execution of a Consent to Annexation of the property owned by Legacy, the parties agreed to enter into a Memorandum of Understanding regarding the creation of a side yard buffer between the parties’ respective properties; and

WHEREAS, the parties are desirous to enter into an agreement regarding the elements of a side yard buffer to be erected as part of the construction of a water treatment facility on that portion of the property owned by the City adjoining the Legacy property.

NOW, THEREFORE, the City and Legacy hereby agree as follows:

1. As part of the construction of a water treatment facility to be built on that portion of the property owned by the City that adjoins the property owned by Legacy, the City, by and through the Board of Public Works and Safety and the Greenfield Water Utility, agree to have designed and installed a side yard buffer in accordance with the provisions of § 155.063 of the Unified Development Ordinance of Greenfield, Indiana as those provisions exist at the time of construction.
2. Prior to installation of the side yard buffer, the City shall submit a copy of the landscape plan to Legacy for review and comment, which comments shall be taken into consideration by the City prior to finalization of the side yard buffer construction.
3. As part of the side yard buffer, the City agrees to install on their property a thirty (30) foot wide landscape and mounding buffer area extending from the northern terminating point of the building containing the offices of the Community Foundation of Hancock County, Inc., southward to the southernmost point of the parking lot as it exists on the date of execution of this agreement.
4. Drainage of all of the elements of the side yard buffer shall be approved by the Storm Water Coordinator for the Greenfield Storm Water Utility prior to installation.
5. Should the City determine that fencing within the side yard buffer is necessary, for security purposes, said fencing shall, to the extent consistent with the security needs of the City, be decorative and opaque.

6. There currently exists a billboard on the property owned by the City, adjacent to the East boundary of Legacy's property near Highway 40. The parties agree that should Legacy or the Community Foundation of Hancock County, Inc. wish to access said billboard, Legacy will first obtain written permission from the owner of the billboard to do so. Legacy will then provide the Customer Service & Billing Department Coordinator (of the City) with five (5) days advance, written notice of its intent to access the billboard site. Simultaneously with said notice, Legacy shall provide the City with a copy of the written consent of the owner of the billboard giving permission to Legacy and/or the Community Foundation of Hancock County, Inc., to access the billboard. Should the property owned by the City sustain damage as a result of Legacy and/or the Community Foundation of Hancock County, Inc., accessing the billboard in question, Legacy and/or the Community Foundation of Hancock County, Inc., shall immediately repair such damage to the satisfaction of the City upon request.

7. The parties intend for this MOU to be binding upon the successors and assigns of the parties.

8. The failure of any party hereto to insist upon strict performance of any of the terms, covenants or conditions of this MOU shall not be deemed a waiver of any rights or remedies which such party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

9. This MOU may only be amended by a written instrument executed by the City and Legacy.

IN WITNESS WHEREOF, the parties have set their hands on the date first written above.

GREENFIELD BOARD OF PUBLIC  
WORKS AND SAFETY

LEGACY PROPERTIES OF THE  
COMMUNITY FOUNDATION OF  
HANCOCK COUNTY, INC.

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

  
\_\_\_\_\_  
Kevin G. Harvey, President

\_\_\_\_\_  
Katherine Locke

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

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

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