

RIGHT OF ENTRY AND HOLD HARMLESS AGREEMENT

THIS RIGHT OF ENTRY AND HOLD HARMLESS AGREEMENT ("Agreement") is entered into by and between the City of Bloomington by its Utilities Department ("CBU"), and _____, ("Owner") who is/are the owner(s) of certain real estate located at _____, Bloomington, Indiana ("Property").

WHEREAS, the United States Environmental Protection Agency requires all municipalities to locate any and all lead water lines that remain actively in service on both the private and public side of the water distribution system in accordance with this federal law and its revisions; and

WHEREAS, CBU wishes to excavate on the private side of the meter servicing the Property to determine whether Owner's water service line is a lead service line; and

WHEREAS, Owner wishes to give the necessary authorization to CBU to enter the Property to determine whether Owner's water service line is a lead service line.

NOW, THEREFORE, Owner does grant to CBU a right of entry subject to the following agreed upon terms and conditions:

1. Owner does hereby grant to CBU a right of entry on, across and beneath the Property for the purpose of locating the water service line and identifying the material make up of said water service line and to restore any portion of the Property that is disturbed in the process.
2. CBU understands and agrees that this right of entry shall only be granted for the sole purpose of permitting CBU, its employees, agents, and independent contractors the right to enter on, across and beneath the Property for the purpose of locating the water service line and identifying the nature of the material of said water service line and for grading and restoration of any portion of the Property that is disturbed in the process
3. This right of entry does not grant any additional right, title or interest, in whole or in part, to CBU.
4. CBU shall, upon completion of the excavation, location and identification of the water service line, restore any disturbed area of the Property by smoothing the soil, and applying grass seed and straw. Owner shall be responsible for watering and maintaining any grass seed thereafter.
5. CBU hereby forever releases the Owner from and the Owner shall not be held liable for any personal injury or property damage arising from, or in any way related to, this Agreement and CBU hereby waives, releases, and forever discharges any and all rights, claims, or causes of actions which may arise, or hereinafter arise, against the Owner as it may relate to this Agreement.
6. Owner hereby agrees that if Owner experiences any problems with water or sewer service to the Property, including but not limited to sewer backups, within three months of the conclusion of work by CBU, then Owners will immediately notify CBU by contacting the Water Quality Office at (812) 349-3655.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement this ____ day of _____, 2022.

CITY OF BLOOMINGTON UTILITIES

By:

Vic Kelson, Director

Date: _____

OWNER Name Printed: _____

By:

(Signature of Owner)

Date: _____

Phone Number: _____