

It is further resolved that said contract shall be, and may be, executed by the City of Lebanon, by its Board of Public Works and Safety, consisting of the Mayor, City Atorney and the Councilmantic member of said Board, and in addition, that the same may be signed and executed by the Lebanon Utility Service Board by its members.

Passed by the Board of Public Works and Safety this 17th day of October, 1956.

SIGNED)

MAX EDWARDS

Mayor of the City of Lebanon
and Ex Officio Member of the
Board of Public Works and Safety.

Attest:

(SIGNED) R. H. KINKAID
City Clerk-Treasurer

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RESOLUTION BY BOARD OF PUBLIC WORKS AND SAFETY AUTHORIZING AND APPROVING CONTRACT FOR PURCHASE OF REAL ESTATE FOR THE IMPROVEMENT OF THE SEWAGE SYSTEM AND SEWAGE TREATMENT WORKS OF THE CITY OF LEBANON.

Whereas, the City of Lebanon, by and through its sewage improvement works, is proposing to purchase certain real estate for the purpose of improving the sewage system of said city, and the sewage treatment works, in connection therewith, and has engaged an engineer for such purpose, and

Whereas, the city has the opportunity to purchase a tract of land, consisting of 21.25 acres, and an additional tract contiguous therewith containing .47 of an acre, all for a price of Nineteen Thousand Four Hundred Nineteen (\$19,419.00) Dollars, Now

Be It Resolved that a proposed contract of sale and purchase of real estate by and between the owners of said real estate, Roy O. Worrell and Nora L. Worrell, and the City of Lebanon, be, and the same is, hereby approved and authority is hereby given for the execution of the same by the Mayor of the City of Lebanon, and the Board of Public Works and Safety of the City of Lebanon, and the Utility Service Board of the City of Lebanon, and the form of which contract is as follows:

CONTRACT FOR SALE OF REAL ESTATE

This contract made and entered into by and between Roy O. Worrell and Nora L. Wprrell, hereinafter called First Parties, and the City of Lebanon, Boone County, Indiana by its Utility Service Board and its Board of Public Works and Safety, hereinafter called City, is as follows:

The First Parties hereby agree to sell, and do sell, to the City the following described real estate, located in Boone County, Indiana, to-wit:

A part of the Northwest Quarter of Section 36, Township 19 North, Range 1 West of the Second Principal Meridian described as follows, to-wit: BEGINNING at a point 1541.18 feet East and 195.36 feet South of the Northwest corner of Section 36, Township 19 North, Range 1 West; thence East 502.92 feet; thence South 1010.46 feet to the Center line of Prairie Creek; thence North 81 degrees 30 minutes West along Center Line of said Prairie Creek, a distance of 324.98 feet; thence North 58 degrees 30 minutes West along Center line of said Creek a distance of 270.99 feet; thence North 88 degrees 75 minutes West along Center Line of said Creek a distance of 181.03 feet; thence South 63 degrees 30 minutes West along Center Line of said Creek a distance of 224.99 feet; thence North 64 degrees 10 minutes West along Center Line of said Creek a distance of 121.1 feet; thence North 875.25 feet; thence East 541.69 feet to the point of beginning, CONTAINING TWENTY ONE AND TWENTY FIVE HUNDREDTHS (21 25/100) ACRES, MORE OR LESS: SUBJECT TO LEGAL HIGHWAYS, EASEMENTS AND RIGHTS OF WAY.

Also, Beginning at a point 1855.10 feet East and 195.36 feet South of the Northwest corner of the Northwest one fourth ($\frac{1}{4}$) of Section 36, Township. 19 North, Range 1 West, thence East 189 feet to the West Right of Way line of the Pennsylvania Railroad, thence North along said Right of Way line 195.36 feet to the Section line dividing Sections 36 and 25, thence continuing North in Section 25 a distance of 61.9 feet to the West property line of Lafayette Avenue, thence in a Southwesterly direction 66.75 feet to said Section line and 25 feet West of the railroad right of way line, thence South 105.36 feet, thence West 164 feet and thence South 90 feet to the point of beginning, containing forty seven hundredths (47/100) Acres of which forty five hunddredths (45/100) Acres is in Section 36.

As consideration, the City agrees to pay the total sum of Nineteen Thousand Four Hundred Nineteen (\$19,419.00) Dollars, as follows: Two Thousand (\$2,000.00) at the time of the execution of this contract and the balance of Seventeen Thousand Four Hundred Nineteen (\$17,419.00) Dollars to be paid at the time of delivery of deed, which shall be done as soon as the First Parties can furnish to the City an abstract of title showing title to said real estate to be clear of liens and encumbrances and the title to be merchantable.

The First Parties agree to have said abstract brought down to date as soon as possible by the abstractor and the City agrees to have the same properly examined and to make settlement as soon as practicable.

Whereas, it is contemplated that the City is purchasing the land for the purpose of making a sewage improvement project and, whereas, there may be a new sanitary sewer constructed across said land and west of the residence and green house of the First Parties, and that such construction may cross a drain tile leading from the septic tank of the First Parties, it is understood that such construction shall be accomplished in such