

In consideration of the mutual covenants herein expressed and the further consideration of One Dollar (\$1.00) paid by the parties hereto each to the other, the receipt of which is hereby acknowledged, and other valuable considerations moving reciprocally between the parties hereto, it is expressly understood and agreed:

(1) That effective the first day of October, 1959, the rental stipulated in Article Eleventh of the certain agreement dated December 1, 1957 between said Railroad Company and the City of Lebanon, Indiana, covering the construction, maintenance and use of an 18" sewer line crossing under the right-of-way and tracks of First Party at Valuation Station 7313+40, 1556 feet east of MP 139, at Lebanon, Indiana, shall be and hereby is discontinued; and

(2) That this agreement shall be supplemental to said agreement of December 1, 1957, the provisions of which, except as hereby modified, shall continue in effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate as of the day and year first above written.

THE NEW YORK CENTRAL RAILROAD COMPANY
Lessee of the Cleveland, Cincinnati,
Chicago and St. Louis Railway

By (Signed) C. E. Defendorf
Chief Engineer

CITY OF LEBANON, INDIANA

By (Signed) Max Edwards
Mayor

Attest (Signed) Mary F. Kinkaid
Deputy Clerk-Treasurer

See Minute Book 22, Pg. 26

RADIOTELEPHONE EQUIPMENT MAINTENANCE AGREEMENT *Filed - agreement*

Between the Radiotelephone Company of Indiana, Inc., hereinafter referred to as the Station, and City of Lebanon, Indiana, hereinafter referred to as the Licensee.

Description	Quantity	EQUIPMENT		Rate Each	Total Cost
		Make	Model		
Base Stations:					
½ (City's Share)		Motorola		\$15.00	\$7.50
Mobile Units:					
2		Motorola		7.50	15.00
					22.50

Above Rates do include parts.

Base stations will require 24 hour service.

Mobile units serviced only between the hours of 8 a. m. to 5 p. m., Mondays through Saturdays, major holidays excluded.

This contract does not include maintenance of radio towers or tower lighting. Installation of units or special equipment not included in above rates.

Special Provisions: None.

If during the term of this contract, any additional units are acquired by the Licensee, and the Station is requested to maintain the same, they will be considered as covered by this contract and the appropriate additional charges added to the monthly billing.

The Station agrees to service the Licensee's equipment as often as necessary to keep it in good operating condition, to make frequency and modulation measurements every six months as required by the Federal Communications Commission: to employ only properly licensed personnel in servicing the Licensee's equipment; and to supply standard parts at resale prices recommended by the equipment manufacturers.

The maintenance provided for herein is to remedy only defects caused by ordinary and usual use of the equipment and does not under any circumstances include repair or replacement necessitated by accidents, storms, civil commotion, fires, deliberate mistreatment, or other similar causes. Under no circumstances does the Station assume liability for any consequential damages to the equipment, the Licensee or any other entity by reason of failure to perform any of such service, the limit of liability being solely the reasonable market cost of the omitted service.

In the event of failure of any unit the Licensee must notify the Station forthwith. Upon notification the Station agrees to make the repairs within a reasonable time.

Statements for services will be submitted to the Licensee once each month and are to be paid within ten days. This contract shall become effective October 15, 1959 and shall continue indefinitely until cancelled by either party upon thirty days written notice to the other.

Dated this 12 day of October, 1959.

RADIOTELEPHONE CO. OF INDIANA, INC.

By (Signed) W. O. Nelson, Jr.

Accepted this 12 day of October, 1959.

City of Lebanon

Licensee
By (Signed) Max Edwards, Mayor

See Minute Book 22, Pg. 26, 27