

STATE OF INDIANA)
) SS
 CITY OF LEBANON)

Filed - Prairie Creek Cleanout
 IN THE BOONE CIRCUIT COURT

SEPTEMBER TERM, 1963

IN THE MATTER OF THE PETITION OF THE CITY
 OF LEBANON, ET AL, FOR THE CLEANOUT AND
 RECONSTRUCTION OF THE PRAIRIE CREEK PUBLIC
 DITCH IN CENTER, WASHINGTON AND PERRY
 TOWNSHIPS, BOONE COUNTY, INDIANA

CAUSE NO. 20316

MOTION FOR DISMISSAL OF OBJECTIONS

WHEREAS, the City of Lebanon having heretofore filed a remonstrance and objections of the Surveyor and Viewers' Report on June 3, 1963, and to the final decision of the Surveyor on August 8, 1963, showing the lands of said City as being benefited by said drainage project in the amount of \$490.82, and,

BE IT RESOLVED by the Common Council of the City of Lebanon that said objections and remonstrance be withdrawn by their attorney forthwith.

PRESENTED by Councilman /s/ J. Ernest Lewis.

CITY OF LEBANON

BY: /s/ H. L. Ransdell
 Mayor

Attest: /s/ M. F. Kinkaid
 City Clerk-Treasurer

See minute Book Pg 140

AGREEMENT

Filed - Agreements

This agreement made and entered into this 9th day of September, 1963, by and between the City of Lebanon and Thrine and Davis, Contractors, WITNESSETH: - -

WHEREAS, the said City desires to erect and construct a residential property on real estate which they own in Section 9, Township 19 North, Range 1 West, located in Washington Township, Boone County, Indiana,

WHEREAS, the said City has heretofore advertised for bids for the construction of said residence on said real estate in compliance with the laws of Indiana, and,

WHEREAS, Thrine and Davis bid the sum of \$6761.88 which was the lowest and best bid received by said City,

It is therefore agreed by the parties hereto that Thrine and Davis shall proceed to construct said residence according to the plans and specifications held in the office of the City Clerk-Treasurer of Lebanon, Indiana. That the said contractors agreed to begin the construction of the said house at once and complete the same as soon as possible.

That the said contractors agreed to perform good workmanship in construction and further that they will not permit any mechanic's lien to be filed against said property. That once said property has been completed to the satisfaction of the Board of Works of the City of Lebanon, that payment shall be made to said contractors in the amount of \$6761.88.

That in the event the Board of Works shall authorize an advancement to said contractors during the construction of said house that said advancement shall be deducted from the final payment upon final settlement.

That any changes in the plans and specifications shall be agreed upon between the parties as such change might develop.

That the agreement shall be binding upon the heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 9th day of September, 1963.

/s/ Robert Thrine

CITY OF LEBANON

/s/ H. L. Ransdell

/s/ Cletus Davis

/s/ O. A. Kincaid

/s/ F. J. Waggener