

east 195 feet to the point of beginning, containing in all 15.94 acres more or less. Subject to all legal highways and/or rights of way.

Beginning at the Northeast corner of said $\frac{1}{4}$ Section; running thence south $0^{\circ}26'12''$ west and along the east line of said $\frac{1}{4}$ Section 867.85 feet to the Northeast corner of Lot 20 in Brendan Wood, First Section; thence North $89^{\circ}33'48''$ east 195 feet; thence south $0^{\circ}26'12''$ west 45.26 feet to the northeast corner of Lot 34 in said Addition; thence north $89^{\circ}33'48''$ west 135 feet; thence north $9^{\circ}33'22''$ west 86.32 feet; thence north $0^{\circ}26'12''$ east 324.47 feet; thence north $34^{\circ}52'22''$ west 213.10 feet; thence north $21^{\circ}22'25''$ east 135 feet; thence north $55^{\circ}20'45''$ east 58.67 feet; thence north $26^{\circ}04'28''$ east 191.12 feet to the north line of said $\frac{1}{4}$ section; thence south $89^{\circ}05'35''$ east and along said north line 289.24 feet to the point of beginning, containing 7.54 acres more or less.

Subject to all legal highways and right of way.

The aforesaid motion was seconded by Councilman William Wheeler.

The motion aforesaid as moved and seconded was passed by the Common Council of the City of Lebanon, Indiana, the 27th day of July, 1964.

/s/ Herbert L. Ransdell
Herbert L. Ransdell, Mayor

Approved by me this 27th day of July, 1964

/s/ Herbert L. Ransdell
Herbert L. Ransdell, Mayor

ATTEST:

/s/ Laura E. Roth
Laura E. Roth, Clerk-Treasurer of the
City of Lebanon, Indiana.

RESOLUTION NO. 2
of the
BOARD OF PUBLIC WORKS AND SAFETY
of the
CITY OF LEBANON, INDIANA

WHEREAS, the Board of Public Works and Safety of the City of Lebanon, in Boone County, Indiana, desires to enter into a contract with Public Service Company of Indiana, Inc., an Indiana corporation, for the furnishing of electrical energy for light, heat and power by said Company to said City for the purposes of resale, and the exact form of said contract has been determined by all the officials of said City having responsibility with reference thereto and by said Company, which proposed contract is in the words and figures following, to-wit;

AGREEMENT FOR SUPPLY OF TOTAL ELECTRIC REQUIREMENTS OF A MUNICIPAL ELECTRIC
DISTRIBUTING SYSTEM

THIS AGREEMENT made and entered into on the 25th day of May, 1964, by and between PUBLIC SERVICE COMPANY OF INDIANA, INC., a corporation organized under the laws of the State of Indiana, (hereinafter called "Company") and City of Lebanon, a municipal corporation organized under the laws of the State of Indiana (hereinafter called "Municipality"),

WITNESSETH:

That for and in consideration of the covenants and agreements herein contained, the parties do hereby covenant and agree as follows:

I. SERVICE TO BE FURNISHED

Subject to the terms and conditions hereinafter set forth, and at the price hereinafter provided, Company shall furnish to Municipality, and Municipality shall take from Company, the entire requirements of electric energy for its own use and for resale to consumers residing in and in the vicinity of Lebanon, Indiana, who are supplied electric energy by Municipality,

Company shall at all times, subject to the limitations hereinafter set out, maintain service adequate to supply Municipality all such electric energy in the form of alternating current, three phase, with a frequency of sixty (60) cycles per second delivered to Municipality at approximately 2400/4160 volts and metered at 2400/4160 volts.

The place of delivery of said electric energy shall be on one pole of Company and one pole of customer located adjacent to Company's 69000-2400/4160 volt substation.

III. TERM OF AGREEMENT

Service under this agreement shall commence on or about April 24, 1964. Company shall notify Municipality in writing as to the date on which service hereunder will be commenced. The initial fixed term of this agreement during which Municipality shall take and Company shall render service hereunder shall be five (5) years from the said date when service commences hereunder. After the said initial fixed term, this agreement shall continue in force and effect for successive terms of five years. Either one of the parties hereto upon at