

named location.

ADOPTED this 31 day of October 1968.

APPROVED Chief Division of Traffic

APPROVED Chief of Highway Operations

APPROVED Chief Highway Engineer

Indiana State Highway Commission

BY: Executive Director

Attest:

Acting Secretary

AGREEMENT

THIS AGREEMENT, entered into this 14th day of January 1969, by and between Indiana Bell Telephone Company, Incorporated, Indianapolis, Indiana, hereinafter referred to as Bell, and City of Lebanon Indiana, hereinafter referred to as City, WITNESSETH:

WHEREAS it is the best interests of the City and the Citizens thereof, as well as travelers, that the continuation of Hoy Avenue north of West Camp Street in the City of Lebanon, would be most desirous and,

WHEREAS said continuation would be over and across a certain easement held by Bell for the right to construct, reconstruct, operate, maintain, and remove one or more underground telephone and telegraph systems, consisting of such conduits, cables, wires, surface markers loading pots testing terminals, and such other fixtures and appurtenances that may be required

WHEREAS it may be necessary after the construction of said continuation of Hoy Avenue for Bell to repair its lines thereunder

IT IS THEREFORE AGREED by and between the parties that Bell hereby expressly grants to the City the right to construct a road over, above and on the real estate described set out and shown in Exhibit A attached hereto and made a part of hereof, that being the continuation of Hoy Avenue north of West Camp Street in the City of Lebanon, Indiana. In the consideration of said grant, City hereby covenants that in the event Bell, in its sole discretion deems it advisable necessary or prudent to investigate, repair or otherwise obtain access to its facilities under such continuation of Hoy Avenue said Bell has the right to dig into and remove any portion of said continuation of Hoy Avenue so as to gain access to its facilities, after which said Bell will back-fill the hole. After such back-filling by Bell, City covenants to repair said Street at the City's labor and expense.

It is further understood that the City will so construct the traveled portion of said continuation of Hoy Avenue so as to retain a vacant strip of land, ten feet in width, parallel and adjacent to the Penn-Central Railroad right-of-way.

The City hereby agrees to assume the responsibility of any and all damages to Bell's facilities arising from construction, reconstruction maintenance or repairs to said continuation of Hoy Avenue consisting of the road ved, berm, saide ditched, curbs, gutters, serers and markers and streets signs, and to reimburse Bell it costs arising from such damages

It is further understood by and between parties that the appropriation necessary for the construction of Hoy Avenue north of Camp Street has be allocated by City for the year 1969 and this Agreement shall become binding by and between the parties at the date of the execution hereof, although the construction will not take place until 1969.