

AGREEMENT

THIS AGREEMENT ENTERED INTO this 8th day of March, 1971, by and between the City of Lebanon, Indiana, hereinafter called "City", and United Inns, Inc. hereinafter called "Builder", WITNESSETH:

WHEREAS, Builder is going to construct on property commonly known as the Floyd Powell Farm at the intersection of State Road 39 and Interstate 65, a Holiday Inn Motel; and

WHEREAS, Builder desires to connect said Holiday Inn Motel with the sanitary sewer and water facilities now being used by the City; and

WHEREAS, in order to connect said Holiday Inn Motel with the sanitary sewer and water facilities, it will be necessary to extend said sanitary sewer and water facilities under Interstate 65 to a location on the Floyd Powell farm where said sewer connections can be made; and

WHEREAS, said City has the knowledge and expertise necessary to contact contractors and obtain necessary governmental approval of the construction of said sanitary sewer and water facilities;

IT IS, THEREFORE, AGREED BY AND BETWEEN City and the Builder as follows:

1. That the City will immediately cause a survey to be made which will provide for construction of a sanitary sewer and water facilities from a location to be selected by the City to the Floyd Powell property located at the intersection of Indiana State Highway 39 and Interstate Highway 65.
2. That the City will secure qualified engineering personnel to provide engineering services and design work for the construction of said sanitary sewer.
3. That the City will obtain approval necessary from all state and federal agencies for the construction of said sanitary sewer.
4. City further agrees to submit for bid, let and award contracts for the construction of said sanitary sewer and water facilities, provided Builder shall have the right to review the specifications and bids and may assist the City in obtaining acceptable bids for the construction of said sanitary sewer and water facilities.
5. Within thirty (30) days of awarding the contract for construction of said sanitary sewer by the City, the Builder agrees to deposit with the City a sum equal to one-half of the amount of the contract awarded by the City for the construction of said sanitary sewer, including cost of survey, design and engineering expense.
6. The City agrees to provide electric utility service for the Holiday Inn facilities at no expense to the Builder.
7. Within thirty (30) days of awarding the contract for the construction of said sanitary sewer, Builder will deposit with the City the sum of Seven Thousand Two Hundred (\$7,200.00) Dollars for the construction of water facilities to the Holiday Inn Site. Said Seven Thousand Two Hundred (\$7,200.00) Dollars to be reimbursable to the Builder in accordance with Rule 29 of the Public Service Commission of Indiana.
8. It is further agreed by and between City and the Builder that said sanitary sewer shall be the sole and exclusive property of the City agrees to maintain and keep in a good state of repair the sanitary sewer and water facilities constructed pursuant to the terms of this agreement.