

ARTICLE EIGHT

It is understood that the Consultant shall commence work promptly upon receipt of this executed Agreement. The Contracting Agency shall make available to the Consultant any maps or plats or information which would be helpful in the preparation of the work outlined herein.

In accordance with the terms so set forth we do hereby set our hands and seals this 22nd day of January, 1973.

For the City of Lebanon, Indiana

Robert M. Campbell (signed)
Robert M. Campbell, Mayor

Attest: Ann Garoffolo (signed)
Ann Garoffolo, Clerk-Treasurer

For the Consultant:
Metropolitan Planners, Inc., Indianapolis, Indiana

Harry C. Sheridan (signed)
Harry C. Sheridan II, President

Mary Dunn (signed)
Mary Dunn, Secretary

AGREEMENT BETWEEN THE CITY OF
LEBANON, INDIANA AND ROBERT E.
WALKER AND ROBERT C. HULSE, A
PARTNERSHIP DOING BUSINESS AS
H&W DEVELOPMENT COMPANY.

This agreement made and entered by and between the City of Lebanon, Indiana acting by and through its Board of Public Works, hereinafter called the City, and Robert E. Walker and Robert C. Hulse, a partnership doing business as H & W Development Company, hereinafter called H & W Development Company upon the following terms and conditions:

1. The Parties hereto hereto hereby agree that H & W Development Company are the owners of certain real estate, the legal description of which attached, made a part hereof and marked "Exhibit A"; that further this real estate is that which is known as the Northfield Shopping Center; that further the City has a utility easement fifteen feet wide across the entire west side of said real estate; that the City has installed within the full length of said easement a sanitary sewer line which extends north of the real estate described into the land now occupied by the W. T. Grant Co.
2. The parties agree that H & W Development Co. is now constructing at the north end of the above described real estate a business building to be occupied by the Kroger Grocery Company; that such business building will have at the west end thereof a covered loading dock, thirty-eight feet in length and an approach ramp of eight inch thick reinforced concrete, fifty feet in length; that H & W Development Co. intends to construct said loading dock and approach ramp across the easement held by the City and over the now existing sanitary sewer line.
3. That the City now agrees to permit H & W Development Co. to proceed with the construction of said loading dock and approach ramp in accordance with the below set out agreements by H & W Development Company.
4. That in consideration for the above set out covenant H & W Development Co. agrees as follows:
 - (a) To remove the now existing manhole at the north west corner of their property.
 - (b) To replace the tile sewer line from the first solid section south of the removed manhole to the first manhole to the north on the property of W. T. Grant Co. with a east iron sewer line.
 - (c) To pay the total cost of the removal and replacement of any portion of the loading dock or approach ramp which might become necessary due to any future breakdown and repair of the sewer line now in place beneath the purposed loading dock and approach ramp location.
 - (d) To complete the acts set out in (a) and (b) above before proceeding with the construction of said loading dock and approach ramp.

Minutes
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