

Russell Hubble being duly sworn says that he is the owner of the real estate located at 404 West Dicks Street, which is more particularly described as follows, to-wit:

Lot No. 114 in Kenworthy's Addition to the City of Lebanon, Boone County, Indiana, and that said realestate was acquired on or about the \_\_\_ day of October, 1956.

He, therefore, requests the following variance from Residential, to Local Business, Chart 6, for specialized auto parts sales (speed shop).

Due to the location of the house there is ample parking area on the property of the applicant, and that the only part to be used is the garage on said real estate, and that said garage will be used for the retail sale of the specialized parts and that said business will not be used for the repair of automobiles, nor the running of cars on said property.

The reason for said request is that there are in the general vicinity several light businesses and home occupations, and further the granting of such variance will not be a substantial detriment to the public interest or to the property or improvements in such district in which the variance is sought, and will not materially impair the purpose of the Zoning Ordinance of the City of Lebanon, Boone County, Indiana.

Russell Hubble (Signed)  
Russell Hubble

Subscribed and sworn to before me the undersigned, a Notary Public in and for said county and state, this 25<sup>th</sup> day of June, 1974.

Carolyn L. Rheal Signed  
Notary Public

My Commission Expires:  
May 12, 1978

Hollingsworth, Martin & Buchanan  
210 East Main Street  
Lebanon, Indiana 46052  
Phone 482-5450

Heflin Agreement 1974

AGREEMENT FOR WATER SERVICE

WHEREAS, Walter M. Heflin and Bailey A. Heflin, hereinafter called first parties, are owners of certain real estate, a description of which is attached hereto, made a part hereof and marked "Exhibit A", and,

WHEREAS, first parties are desirous of obtaining the benefits of City services which accrue by annexation to the City of Lebanon, Indiana, and,

WHEREAS, first parties are unable to petition the City of Lebanon, Indiana, for annexation and the City of Lebanon, Indiana, hereinafter called second party, is unable to annex the real estate of first parties because said real estate, although close by, is not adjacent to the boundaries of second party, and,

WHEREAS, the parties hereto are desirous of extending municipal water service to the real estate of second party; NOW THEREFORE;

IT IS HEREBY AGREED by and between the parties that:

1. In consideration of the agreement of first parties not to oppose the annexation of the real estate described in "Exhibit A" attached hereto, should second party in the future annex said real estate, second party, acting through its utility service board, agrees to extend its municipal water line to the real estate of first parties.

2. First parties, in consideration of the agreement by second party set out above, hereby agree that:

(a) They will pay all the expencse of extending the municipal water line to the real estate of first parties.

(b) They will accept water service from the municipal water line of second party and pay the established rates and charges therefor.

(c) They agree not to oppose the annexation of their real estate described in "Exhibit A" to the City of Lebanon, Indiana, should second party at some future date desire to annex the same.

(d) The agreement not to oppose annexation hereby becomes a covenant running with the land.

3. The parties agree the terms hereof shall be binding on their personal representatives, heirs, assigns, and successors in interest.

4. This agreement shall become effective when executed by the first parties, approved by the Lebanon Utility Service Board and accepted by the second party.

First Parties ( Walter M. Heflin (Signed)  
( Walter M. Heflin  
( Bailey A. Heflin (Signed)  
( Bailey A. Heflin

STATE OF INDIANA )  
                          ) ss  
COUNTY OF BOONE )

Personally appeared before me this 31st day of January 1974, the above signed Walter M. Heflin and Bailey A. Heflin and acknowledged the execution of the above agreement.

Approved this 31st day of Sanuary, 1974.