

SCHOOLEY PETITION
VACATE ALLEY

STATE OF INDIANA)
COUNTY OF BOONE)

IN THE BOONE SUPERIOR COURT
1975 TERM

LEONA M. SCHOOLEY,
Plaintiff,

CAUSE NO. S75-513

vs.

CITY OF LEBANON,
LEBANON, INDIANA,
Defendant

PETITION TO VACATE ALLEY

The undersigned petitioner would show to the Court:

- 1. That Leona M. Schooley is the fee simple owner of Lot No. 36 and Lot No. 91 in the Fairview Addition to the City of Lebanon, Boone County, Indiana.
- 2. The petitioner would further show to the Court that there is a platted alley between Lots No. 36 and 91 in said Fairview Addition to the City of Lebanon, Boone County, Indiana; that said lots are all the lots on both sides of said platted alley lying North Garfield Street and an alley running north and south behind Lots No. 36 and 91; that said alley running between said lots is not a through alley and is not used by the public; that said alley is used only by petitioner; that said alley is further described as follows, to-wit:

Beginning at the northeast corner of Lot No. 91 in the Fairview Addition to the City of Lebanon, Boone County, Indiana, and run thence west to the northwest corner of said Lot No. 91 in the Fairview Addition, run thence north 16-1/2 feet, more or less, to the southwest corner of Lot No. 36 in the Fairview Addition, run thence east to the southeast corner of said Lot No. 36 in the Fairview Addition, run thence south 16-1/2 feet, more or less, to the place of beginning.

- 3. The petitioner would, however, further show that the records of the Lebanon Utilities show that a sewer runs down the middle of said alley sought to be vacated with a manhole cover at the terminus of the alley, apparently on the west end lot line between Lots No. 36 and 91. Also, the City of Lebanon and/or Lebanon Utilities has in place an electric high line running down the north side of said alley.

- 4. Said petitioner would further show to the Court that she owns in fee simple the real estate on both sides of said platted alley and that no other person or persons would have any interest in this petition seeking to vacate said alley, nor would any other person or persons sustain any damages as the result of the proposed vacation of said alley; that the only interested parties in the vacation of said alley would be the City of Lebanon, Boone County, Indiana.

- 5. Said petitioner would further show to the Court that the petitioner believes that the vacation of said alley will be a public benefit.

WHEREFORE, the petitioner prays the Court that the City of Lebanon, Indiana, be named a defendant in said petition to vacate said alley and that a notice of said petition to vacate alley should be given as prescribed by statute; that after said notice has been given a hearing be had on said petition, and if the City of Lebanon, Indiana, interposes no objections to said petition, then said alley ought to be vacated as to the general public and the real estate represented by said vacated alley become a part of the real estate owned by petitioner, but that the City of Lebanon retain an exclusive permanent easement for public utility use for water, sewer and electricity over and under said alley.

Leona M. Schooley (Signed)
Leona M. Schooley, Petitioner

Subscribed and sworn to before me this 19th day of November, 1975.

Geraldine Jones (Signed)
Notary Public

My Commission Expires:
June 7, 1979.

SMITH-CITY WATER SERVICE AGREEMENT 1975

AGREEMENT FOR WATER SERVICE

WHEREAS, Cleo Smith, hereinafter called first party, is owner of certain real estate, a description of which is attached hereto, made a part hereof and marked "Exhibit A", and,

WHEREAS, first party is desirous of obtaining the benefits of City services which would accrue by annexation to the City of Lebanon, Indiana, and,

WHEREAS, first party is 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 party 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 party 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