

Deed #193  
(easement)  
91257

EASEMENT FROM  
IRENE M. REDDEN  
FOR

INTERCEPTING SEWER  
UNIT NO. 3

SUB-INTERCEPTOR NO. 1

NE 1/4 SEC 18

## INTER-OFFICE MEMO

37-3

TO: John E. Leszczynski

FROM: David A. Wells, P.E.

SUBJECT: Possible Encroachment on City Real Estate

DATE: October 5, 1979

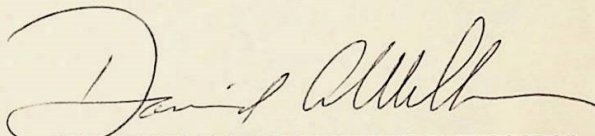
18-7079-2884  
4013 2883

Pleasant Park Ave.  
drew Redden  
1721 LWE  
46613

From a very casual review, it appears that the Holly's Landing restaurant's parking lot has been extended to the west over the easement we denote by deed number 219.

This is very likely an acceptable use over our easement. However, to avoid any confusion, would you have your survey crew set irons and witness them for future reference?

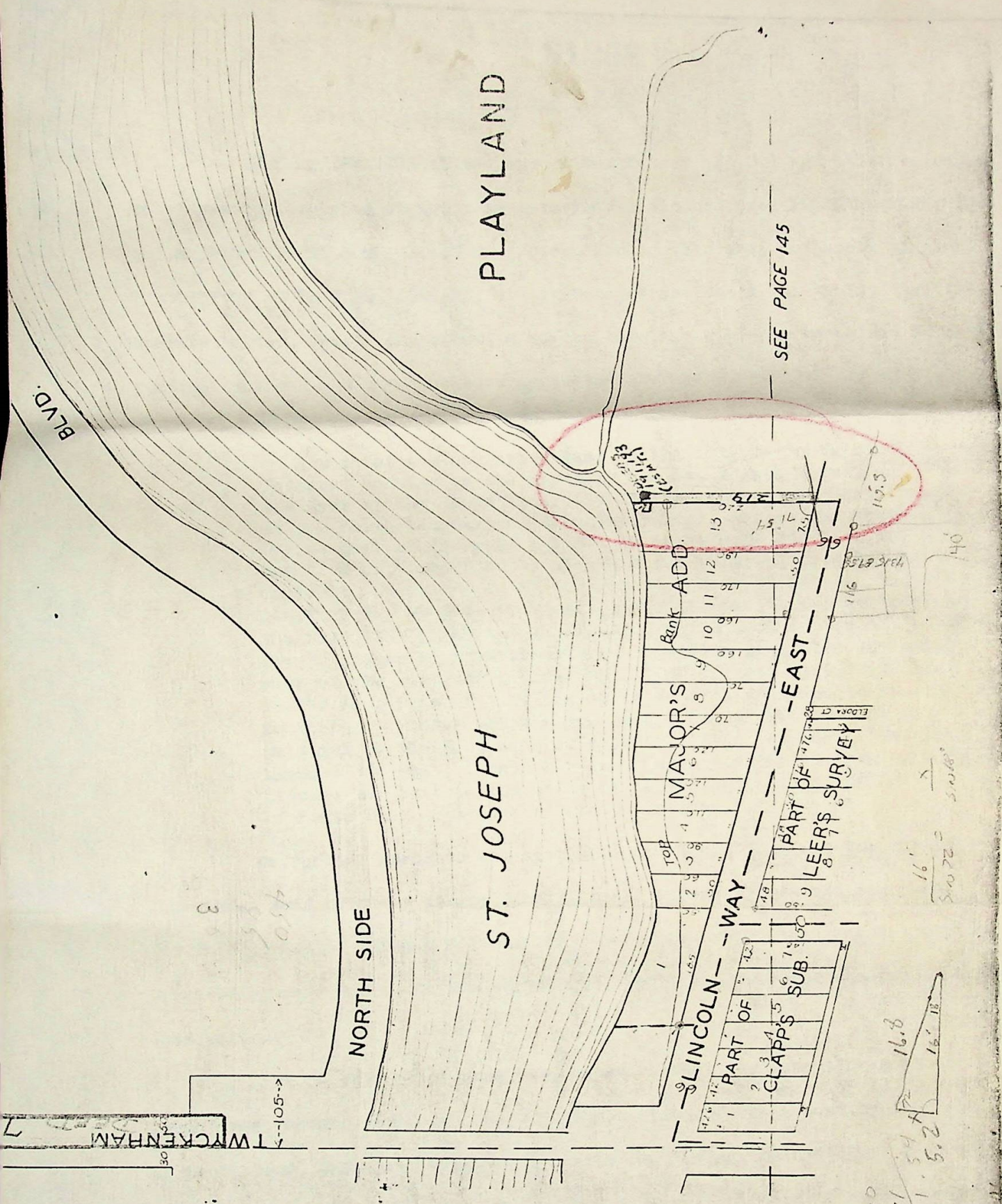
For your information, Deeds numbered 219, 191 and 193 along with a sketch are included.



David A. Wells, P.E.

Attachments

save harmless the grantors herein, their successors or assigns, from any damage or injury which may result to any third person as the result of the laying,



1568751  
 5.2  
 0.957655  
 19.61  
 26.15  
 5.2  
 19.61  
 26.15  
 5.2

save harmless the grantors herein, their successors or assigns, from any  
 or injury which may result to any third person as the result of the laying,

91258

EASEMENT

#219

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, we, PLAYLAND PARK, INC. and AMERICAN TRUST COMPANY, of St. Joseph County, Indiana, do hereby grant to THE CITY OF SOUTH BEND, INDIANA, or its successors, the right to lay, maintain, operate, alter, repair and remove a sewer, together with all manholes, structures, pumping stations and appurtenances connected therewith, through and over the following described real estate, to-wit:

A part of the unplatted land in the city of South Bend, Indiana, bounded on the North by the St. Joseph River, on the East by the South Bend City Limits, and on the South by the North boundary of Lincolnway East, and on the West by the East boundary of Lot No. 13 in Major's Addition to the city of South Bend, Indiana, which part is described as follows: Beginning at the Southeast corner of Lot 13, Major's Addition to the city of South Bend, Indiana; thence North along the East line of said Lot 13 to low water mark of the St. Joseph River; thence in a Northeasterly direction along the low water mark of the St. Joseph River to a line 16 feet East of and parallel to the East line of said Lot 13 in Major's Addition to the city of South Bend; thence South along said line 16 feet East of and parallel to the East line of said Lot 13 to the North line of Lincoln Way East; thence Northwest along the North line of Lincoln Way East to the point of beginning, all in the city of South Bend, St. Joseph County, Indiana.

We further grant to the city of South Bend, Indiana, the right to enter upon said premises at any time with all necessary men and equipment for the purpose of laying, maintaining, operating, repairing, reconstructing or removing said sewer, or any structures, manholes, or appurtenances connected therewith.

It is especially provided, however, that any damage done to any structures, shrubs, trees, flowers or the surface of the ground by the City of South Bend, Indiana, in connection with the laying, maintaining, operating, repairing, reconstructing or removal of said sewer, shall be repaired and replaced in as nearly the same condition as possible, as it was before said damage occurred, all of which repairs and replacements shall be made without any cost whatsoever to the grantors herein, their successors or assigns.

It is further provided that the City of South Bend, Indiana, shall save harmless the grantors herein, their successors or assigns, from any damage or injury which may result to any third person as the result of the laying,

maintaining, operating, repairing, reconstructing or removing of said sewer and all appurtenances thereto on and over said above described property.

IN WITNESS WHEREOF the said Playland Park, Inc. and American Trust Company have caused their corporate names to be signed and their seals affixed and attested by their duly authorized officers, on this 31st day of October, 1940.

PLAYLAND PARK, INC.

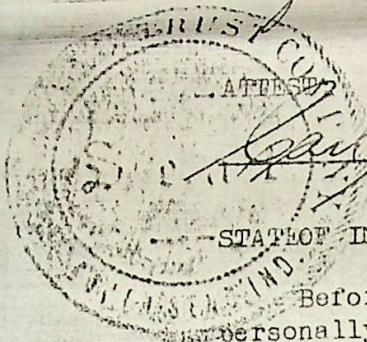
By Carl J. Redden Pres.

ATTEST:

Agnes Grant Secy

AMERICAN TRUST COMPANY

By J. D. Emmons, Vice Pres.



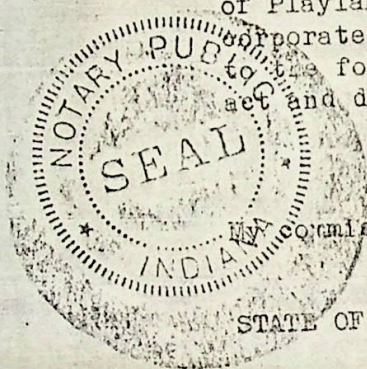
Carl C. Austin Secy.

STATE OF INDIANA, ST. JOSEPH COUNTY, SS:

Before me the undersigned Notary Public in and for said county and state personally appeared Carl J. Redden and Agnes Grant respectively the President and Secretary of Playland Park, Inc., and acknowledged that they respectively signed the corporate name and affixed and attested the corporate seal of said corporation to the foregoing easement, for and on behalf of said corporation, as its voluntary act and deed. Witness my hand and Notarial seal.

Carl C. Austin  
Notary Public

My commission expires June 27, 1943.

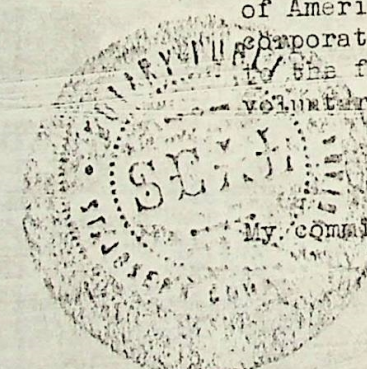


STATE OF INDIANA, ST. JOSEPH COUNTY, SS:

Before me the undersigned Notary Public in and for said county and state personally appeared J. D. Emmons and Carl C. Austin respectively the Vice President and Secretary of American Trust Company, and acknowledged that they respectively signed the corporate name and affixed and attested the corporate seal of said corporation to the foregoing easement, for and on behalf of said corporation, as its voluntary act and deed. Witness my hand and Notarial seal.

Mildred M. Cook

My commission expires 7/24/44



# 193

18192

GRANT OF EASEMENT

BOOK 531 PAGE 374

In consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, we, Irene M. Redden and Earl J. Redden, her husband, of St. Joseph County, Indiana, do grant to the City of South Bend, Indiana, or its successors, the right to lay, maintain, operate, alter, repair and remove a sewer and syphon river-crossing entrance chamber, together with all manholes, structures, pumping stations and appurtenances connected therewith, through and over the following described real estate in St. Joseph County, State of Indiana, to wit:

Beginning at a point on the East boundary of Lot 13 in Major's Addition to the City of South Bend, 245 feet North of the Southeast corner of said lot; thence North 41° 43' West, 30.1 feet; thence South parallel with the East boundary of said lot, 34.42 feet; thence East 20 feet, to the East boundary of said lot; thence North along the East boundary of said lot 11.96 feet to the place of beginning.

We further grant to the City of South Bend, Indiana, the right to enter upon said premises at any time with all necessary men and equipment for the purpose of laying, maintaining, operating, repairing, reconstructing or removing said sewer, or any structures, manholes or appurtenances

Wid to Rural Church  
606 Town Rdg  
S.B.

# 191

91257

EASEMENT

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, we, IRENE M. REDDEN and Earl J. REDDEN, her husband, of St. Joseph County, Indiana, do grant to THE CITY OF SOUTH BEND, INDIANA, or its successors, the right to lay, maintain, operate, alter, repair and remove a sewer, together with all manholes, structures, pumping stations and appurtenances connected therewith, through and over the following described real estate, to-wit:

Beginning at a point on the East boundary of Lot 13 in Major's Addition to the City of South Bend, 245 feet North of the Southeast corner thereof; thence North  $41^{\circ} 43'$  West, 26 feet more or less to the low water mark of the St. Joseph River; thence Northeasterly along the St. Joseph River to the East line of said Lot 13; thence South along the East line of said Lot 13 to the point of beginning.

We further grant to the City of South Bend, Indiana, the right to enter upon said premises at any time with all necessary men and equipment for the purpose of laying, maintaining, operating, repairing, reconstructing or removing said sewer, or any structures, manholes or appurtenances connected therewith.

18192

Deed 191  
(Easement)

GRANT OF EASEMENT

DULY ENTERED FOR TAXATION

RICHARD F. KLEISER

AUDITOR

ST. JOSEPH CO., INDIANA

*now*  
*Aug. 30, 1954*

STATE OF INDIANA ) S.S. No.  
                          ) ST. JOSEPH COUNTY )  
                          ) (FOR RECORD)

Aug 30 9 12 AM '54  
531 3745

EMERY L. HIRSH  
RECORDER

INDEXED

CHECKED

*100*



GRANT OF EASEMENT

18192

BOOK 531 PAGE 374

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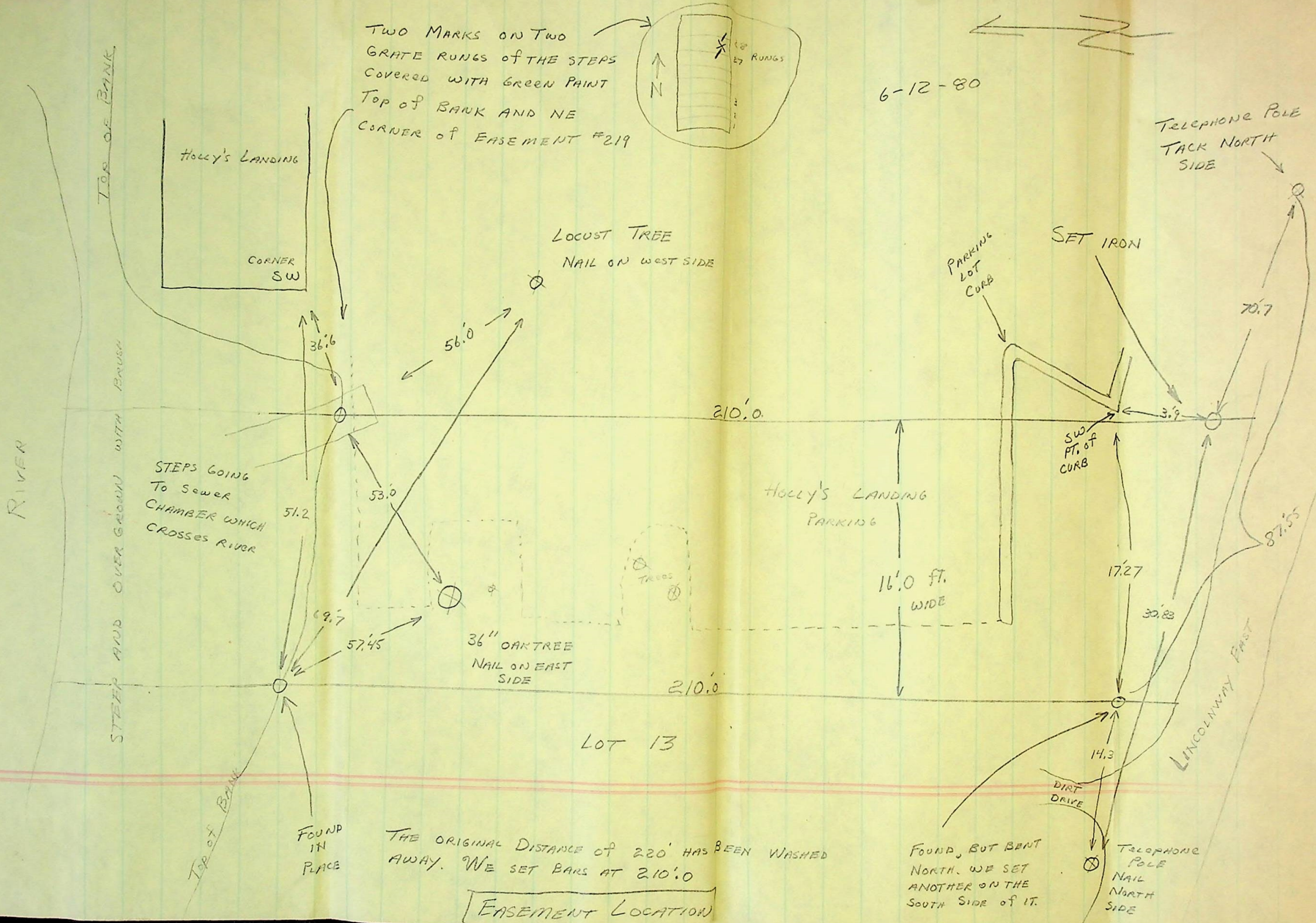
Beginning at a point on the East boundary of Lot 13 in Major's Addition to the City of South Bend, 245 feet North of the Southeast corner of said lot; thence North  $41^{\circ} 43'$  West, 30.1 feet; thence South parallel with the East boundary of said lot, 34.42 feet; thence East 20 feet, to the East boundary of said lot; thence North along the East boundary of said lot 11.96 feet to the place of beginning.

We further grant to the City of South Bend, Indiana, the right to enter upon said premises at any time with all necessary men and equipment for the purpose of laying, maintaining, operating, repairing, reconstructing or removing said sewer, or any structures, manholes or appurtenances connected therewith.

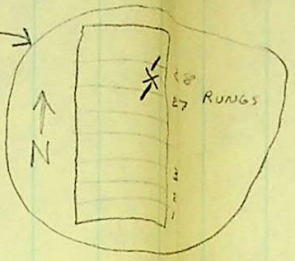
It is especially provided, however, that any damage done to any structures, shrubs, trees, flowers or the surface of the ground by the City of South Bend, Indiana, in connection with the laying, maintaining, operating, repairing, reconstructing or removal of said sewer, shall be repaired and replaced in as nearly the same condition as possible, as it was before said damage occurred, all of which repairs and

*Mail to Russell C. Trucks  
606 Lower Bldg  
S.B.*

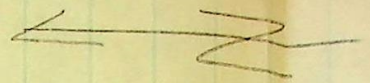




TWO MARKS ON TWO  
GRATE RUNGS OF THE STEPS  
COVERED WITH GREEN PAINT  
TOP OF BANK AND NE  
CORNER OF EASEMENT #219



6-12-80



TELEPHONE POLE  
TACK NORTH  
SIDE

LOCUST TREE  
NAIL ON WEST SIDE

STEPS GOING  
TO SEWER  
CHAMBER WHICH  
CROSSES RIVER

HOLLY'S LANDING  
PARKING

36" OAK TREE  
NAIL ON EAST  
SIDE

LOT 13

EASEMENT LOCATION

FOUND, BUT BENT  
NORTH. WE SET  
ANOTHER ON THE  
SOUTH SIDE OF IT.

TELEPHONE  
POLE  
NAIL  
NORTH  
SIDE

FOUND  
IN  
PLACE

THE ORIGINAL DISTANCE OF 220' HAS BEEN WASHED  
AWAY. WE SET BARS AT 210'0

TOP OF BANK

STEEP AND OVER GROWN WITH BRUSH

RIVER

TOP OF BANK

HOLLY'S LANDING

CORNER  
SW

PARKING  
LOT  
CURB

SET IRON

SW  
PT. OF  
CURB

16'0 FT.  
WIDE

LINCOLNWAY EAST

DIRT  
DRIVE

36.6

56.0

210.0

70.7

51.2

53.0

19.7

57.45

210.0

16'0 FT.  
WIDE

17.27

30.83

87.55

14.3



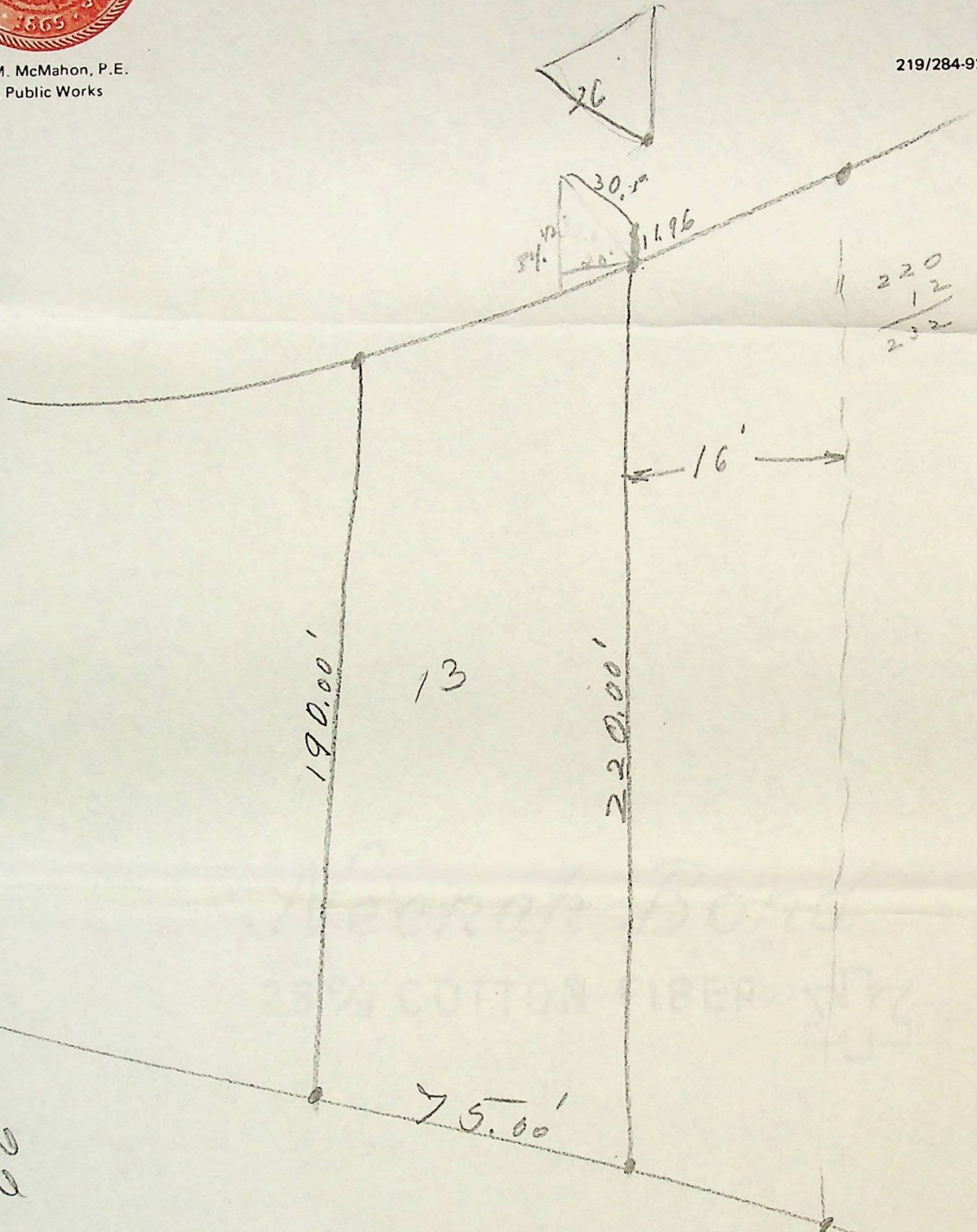
# CITY of SOUTH BEND

PETER J. NEMETH, Mayor

COUNTY-CITY BUILDING SOUTH BEND, INDIANA 46601

Patrick M. McMahon, P.E.  
Director, Public Works

219/284-9251



Med - ~~3~~ Survey

File

notes with ~~10~~

Deed

Deed