

Bendix Drive, portion extending  
approximately 714 feet south of  
intersection of Lathrop Street.

5000

# 356

23123

ST. JOSEPH CO.  
INDIANA  
FILED FOR RECORD

OCT 4 3 29 PM '53

BOOK 643 PAGE  
JAMES E. WALSH  
RECORDED

310-11-12-13

CHECKED

Board of Public Works  
City Hall - So Bend, Ind.

AGREEMENT OF EASEMENT

33129

This Agreement made and entered into this 11<sup>th</sup> day of June, 1963, by and between the civil city of South Bend, Indiana (hereinafter referred to as "City"), First Bank and Trust Company of South Bend, as Trustee of the Joyce Krill Goff Trust, and as guardian of David Barthel, Jr., Joyce Krill Goff and Harvey Goff, her husband, Nicklas F. Krill and Maria I. Krill, his wife, William L. Krill and Dorothy V. Krill, his wife (hereinafter referred to as Grantors).

WHEREAS; the City desires to use for general street purposes, a portion of the Grantors' property, and

WHEREAS, the Grantors hereto are desirous of having the City so utilize said property for general street purposes,

NOW, THEREFORE, WITNESSETH, that for and in consideration of One (\$1,00) Dollar in hand paid the Grantors, by the City, the receipt of which is hereby acknowledged, and of the mutual considerations, and conditions hereinafter stated, the Grantors hereby grant, bargain, sell, convey and warrant to the extent of their interest to the City, to have and to hold forever, a perpetual right-of-way and easement, including the perpetual right to enter upon the real estate hereinafter described with the right, privilege and authority of the City, its assigns, lessees, and contractors, to grade, level, fill, drain, pave, build, maintain, repair, and rebuild a road or highway together with such bridges, culverts, ramps, cuts, sidewalks and curbs, as may be necessary, and to construct, maintain, install, repair, replace and renew water, sewer and other utility facilities, and to use for general street purposes, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the street, over, along, through, and across property owned by the Grantors situated in the Northeast Quarter ( $\frac{1}{4}$ ) of Section Thirty-Three (33), Township Thirty-eight (38) North, Range Two (2) East, in St. Joseph County, Indiana. Said right-of-way and easement being more particularly described as follows:

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339 MAY '63  
BOOK  
JAMES J. VAUGHN  
RECORDER

Beginning at the Northeast Corner of Section Thirty-three (33), Township Thirty-eight (38) North Range Two (2) East; thence South along the East line of said Section a distance of Seven Hundred Fourteen and Forty-five Hundredths (714.45) feet; thence west a distance of Forty (40) feet; thence north along a line forty (40) feet west of and parallel to said Section line a distance of Seven Hundred Fourteen and Forty-Five Hundredths (714.45) feet; thence east a distance of Forty (40) feet to the point of beginning. Said parcel contains Six Hundred Fifty-six Thousandths (0.656) acres, more or less.

The City further agrees as follows:

(a) To act in a workmanlike manner as expeditiously as possible so as not to interfere with the use of the Grantors' property and buildings.

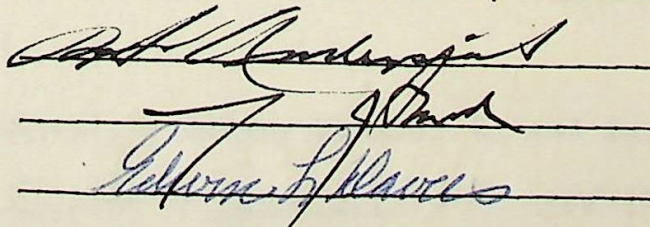
(b) To indemnify and hold harmless the Grantors of any damages, claims and judgments of any and all kind, by reason of any action taken, thing done or work performed by the City, its assigns, lessees, and contractors in the performance of work contemplated under this Agreement.

The Grantors further agree as follows:

(a) That they are lawfully seized and possessed of the aforescribed tract or parcel of land; and that they have a good and lawful right to convey and grant it; that it is free from all encumbrances; and that it will warrant and forever defend the title and quiet possession thereto against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the civil City of South Bend, Indiana, First Bank and Trust Company of South Bend, as Trustee of the Joyce Krill Goff Trust, and as guardian of David Barthel, Jr., Joyce Krill Goff and Harvey Goff, her husband, Nicklas F. Krill and Maria I. Krill, his wife, William L. Krill and Dorothy V. Krill, his wife, have hereunto set their hands and seals on the above date.

Civil City of South Bend, Indiana



"City"

First Bank and Trust Company of South Bend, As Trustee of the Joyce Krill Goff Trust, and as guardian of David Barthel, Jr.

By Gilbert L. Vance  
Gilbert L. Vance, Vice-President and Trust Officer

Attest:

Stephen Kompar  
Stephen Kompar  
Assistant Secretary

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Joyce Krill Goff  
Joyce Krill Goff

Harvey Goff  
Harvey Goff

Nicklas F. Krill  
Nicklas F. Krill

Maria I. Krill  
Maria I. Krill

William L. Krill  
William L. Krill

Dorothy V. Krill  
Dorothy V. Krill

STATE OF INDIANA )  
                          ) SS:  
ST. JOSEPH COUNTY)

Before me, the undersigned, a Notary Public, in and for said County and State, on the 25th day of June, 1963, appeared Gilbert L. Vance and Stephen Kompar, respectively a <sup>Senior</sup> Vice-President and Trust Officer, and Assistant Secretary, and acknowledged execution of the foregoing instrument to be their voluntary act and deed on behalf of the First Bank and Trust Company of South Bend, as Trustee of the Joyce Krill Goff Trust, and as guardian of David Barthel, Jr.

Carolyn M. Warren  
Notary Public  
**CAROLYN M. WARREN**

My Commission Expires: July 5, 1964  
STATE OF MICHIGAN  
COUNTY OF MASON

Before me, the undersigned, a Notary Public, in and for said County and State, on the 11 day of June, 1963, appeared Joyce Krill Goff and Harvey Goff, her husband, and acknowledged the execution of the foregoing instrument to be their voluntary

and deed.

Witness my hand and seal this 11 day of June, 1963.

Marion R. Ferris  
Notary Public

My Commission Expires:

**MARION R. FERRIS**  
NOTARY PUBLIC, MASON CO. MICH.  
MY COMM. EXPIRES SEPT. 22, 1969

9-23-63

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Nicklas F. Krill and Maria I. Krill, his wife, and acknowledged the execution of the foregoing instrument to be their voluntary act and deed.

Witness my hand and seal this 9 day of July, 1963.

Fred J. McGrew  
Notary Public  
**FRED J. MCGREW**

My Commission Expires:

My Commission Expires June 10, 1967

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared William L. Krill and Dorothy V. Krill, his wife, and acknowledged the execution of the foregoing instrument to be their voluntary act and deed.

Witness my hand and seal this 7<sup>th</sup> day of August, 1963.

Carolyn M. Warren  
Notary Public  
**CAROLYN M. WARREN**

My Commission Expires:

July 5, 1964

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Raymond S. Andrysiak, Edwin L. Davies, and Irving J. Smith, and acknowledged the execution of the foregoing instrument as the voluntary act and deed of said City.

Witness my hand and seal this 6<sup>th</sup> day of August, 1963.

Alice J. Dabrowski  
Notary Public

My commission Expires:

September 29, 1966