

Sewer easement, east of Miami
Road & south of Ireland Rd.
(west of Scottsdale Add'n).

LAW OFFICES

CRUMPACKER, MAY, LEVY & SEARER

ARTHUR L. MAY
NATHAN LEVY
R. FLOYD SEARER
S. J. CRUMPACKER
ARTHUR A. MAY
JAMES W. OBERFELL
JOSEPH T. HELLING
DAVID J. HALPERIN
THOMAS H. SINGER
GEORGE N. BEAMER, JR.

SUITE 600
224 W. JEFFERSON BOULEVARD
SOUTH BEND, INDIANA 46601
TELEPHONE CENTRAL 2-2031

December 31, 1963

Raymond S. Andrysiak
City Engineer
City Hall
South Bend, Indiana 46601

Dear Ray:

I am enclosing herewith to you for your file the revised proposal of John C. Goss and Louise K. Goss respecting the sanitary and storm sewer easement across their property.

In this morning's mail I received the City's check in the sum of \$4,450.00, payable to them which I have delivered to them. I wish to thank you very much for the same.

With very best wishes for a very healthful and prosperous New Year, I am,

Yours very truly,

Arthur L. May

Arthur L. May

ALM/jh
Encls.

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ST. JOSEPH CO.
INDIANA
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GRANT OF EASEMENT

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THIS INDENTURE WITNESSETH: That John C. Goss and Louise K. Goss, husband and wife, of St. Joseph County, State of Indiana, hereby give and grant to the Municipal City of South Bend, Indiana, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, a right-of-way and easement with the right, privilege and authority to said Municipal City of South Bend, Indiana, to construct, operate and maintain a sanitary and storm sewer and water line in, on, along, under and through the following described real estate in St. Joseph County, State of Indiana, to-wit:

A parcel of land situated in the Southwest Quarter of Section Thirty (30), Township Thirty-seven (37), North Range Three (3) East, described as follows:

Beginning at a point on the west line of Section Thirty, Township Thirty-seven, North Range Three East, Six Hundred Fifty-three (653) feet north of the southwest corner of said Section Thirty; thence East parallel with the south line of said section a distance of One Thousand Seven Eighty Six and Fifty-seven hundredths (1786.57) feet; thence north One Hundred Fifty-eight (158) feet; thence West to the west line of said section Thirty; thence south One Hundred Fifty-eight (158) feet to the point of beginning.

the center line of which said right-of-way and easement shall be the following described line, to-wit:

Beginning at a point Eight Hundred Eleven (811) feet North and Three Hundred Sixty-six (366) feet East of the Southwest corner of Section Thirty (30), Township Thirty-seven (37) North, Range Three (3) East, and running thence Southwesterly, a distance of One Hundred Seventy-one and Two-tenths (171.2) feet, more or less, to a point that is Six Hundred Fifty-three (653) feet North and Three Hundred and Three-tenths (300.3) feet East of said Southwest corner of said Section Thirty (30), Township Thirty-seven (37) North, Range Three (3) East.

which said right-of-way and easement shall be located, at all times and for all purposes, upon and along its above described

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J.C.G.
L.K.G.

center line, and which said right-of-way and easement shall be, and is hereby, limited, for a period of one (1) year from date of execution hereof for purposes of construction, to an overall width of thirty (30) feet or fifteen (15) feet on either side of its above described center line, and which said right-of-way and easement shall be, and is hereby, limited to an overall width of fifteen (15) feet or seven and one-half (7-1/2) feet on either side of its above described center line from and after one (1) year from date of execution hereof, and which said right-of-way and easement is hereby granted solely upon, under and subject to the following terms and conditions:

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1. Upon completion of construction the hereinabove described thirty (30) foot area of said right-of-way and easement shall be restored to its presently existing grade by said Municipal City of South Bend, Indiana.

2. Said Municipal City of South Bend, Indiana, shall immediately replace and restore the gravel driveway and the circular and any other portion of said driveway in and to the same condition that it was in before excavation.

3. Said sewer and water line shall be laid at sufficient depth to not interfere with the undersigned's use and enjoyment of their hereinabove described real estate.

4. Said Municipal City of South Bend, Indiana, shall, at no cost or expense to the undersigned, place an intake connection in said sewer for use of the undersigned at a point to be designated by them, and undersigned and their successors in title and interest shall be permitted and allowed to make connections in said water line and any other connections in said sewer upon payment therefor

J.C.G.
L.K.G.

at the regular and customary rate at the time of connection and at the regular and customary rates for service charged residents of the City of South Bend, Indiana.

5. Said Municipal City of South Bend, Indiana, shall fill in and restore excavation to its presently existing ground level and grade, and shall place excavated portion of lawn in proper condition for grass planting by replacement of subsoil to same depth as before excavation and replacement of top soil to depth of four to five inches, subsoil and top soil used in such replacement to be either the subsoil and top soil that was removed or of the same kind, grade and quality as that removed, and shall sow such replaced excavated portion of lawn at proper time with Kentucky Blue Grass;

which terms and conditions are hereby accepted and agreed to by said Municipal City of South Bend, Indiana, and, in and as a part of the consideration for said right-of-way and easement, said Municipal City of South Bend, Indiana, hereby covenants and agrees to fully comply with, perform, carry out and fulfill all of such terms and conditions.

The undersigned shall, and do hereby, reserve and retain unto themselves and their successors in title and interest the right and privilege at any time to place and maintain anything other than a weight bearing wall or structure above ground upon all or any part of the above described real estate upon and over which is granted and located the hereinabove described right-of-way and easement and to make such otherwise above ground use of such portion of such real estate as they may desire at any time.

J.C.S.
L.K.G.

This grant of easement consists of this and three (3) preceding typewritten pages bearing the initials of the undersigned.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 26th day of December, 1963.

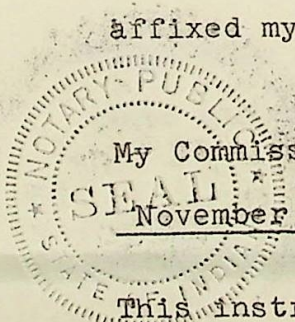
John C. Goss. (Seal)
John C. Goss
Louise K. Goss (Seal)
Louise K. Goss

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STATE OF INDIANA)
ST. JOSEPH COUNTY) SS:

Before me, the undersigned, a Notary Public, in and for St. Joseph County, State of Indiana, personally appeared above named John C. Goss and Louise K. Goss, husband and wife, and acknowledged their execution of the above and foregoing Grant of Easement.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 26th day of December, 1963.



My Commission Expires:
November 4, 1967

Arthur L. May
Arthur L. May, Notary Public

This instrument was prepared by Arthur L. May.

APPROVED
BOARD OF PUBLIC WORKS & SAFETY

DEC 30 1963

Arthur L. May
Arthur L. May
Arthur L. May

LAW OFFICES

CRUMPACKER, MAY, LEVY & SEARER

ARTHUR L. MAY
NATHAN LEVY
R. FLOYD SEARER
S. J. CRUMPACKER
ARTHUR A. MAY
JAMES W. OBERFELL
JOSEPH T. HELLING
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GEORGE N. BEAMER, JR.

APPROVED
BOARD OF PUBLIC WORKS & SAFETY

SUITE 600
224 W. JEFFERSON BOULEVARD
SOUTH BEND, INDIANA 46601
TELEPHONE CENTRAL 2-2031

JAN 3 1964

Robert J. Hulcomb
James R. Bickel
J. H. Anderson

December 16, 1963

City of South Bend, Indiana
The Board of Public Works and Safety
South Bend, Indiana

Attention: Mr. Raymond S. Andrysiak - City Civil Engineer

Gentlemen:

The undersigned, John C. Goss and Louise K. Goss, husband and wife, are the owners of the following described real estate in St. Joseph County, State of Indiana, to-wit:

A parcel of land situated in the Southwest Quarter of Section Thirty (30), Township Thirty-seven (37) North, Range Three (3) East, described as follows:

Beginning at a point on the West line of Section Thirty, Township Thirty-seven North, Range Three East, Six Hundred Fifty-three (653) feet North of the Southwest corner of said Section Thirty; thence East parallel with the South line of said Section a distance of One Thousand Seven Eighty-six and Fifty-seven Hundredths (1786.57) feet; thence North One Hundred Fifty-eight (158) feet; thence West to the West line of said Section Thirty; thence South One Hundred Fifty-eight (158) feet to the point of beginning;

upon, across and over which, for purposes of construction and maintenance of a sanitary and storm sewer, the undersigned hereby offer to grant you a temporary thirty (30) foot wide right-of-way and easement for construction purposes and a permanent fifteen (15) foot wide right-of-way and easement for maintenance purposes, the center line of each such right-of-way and easement shall be the following described line, to-wit:

Beginning at a point Eight Hundred Eleven (811) feet North and Three Hundred Sixty-six (366) feet East of the Southwest corner of Section Thirty (30), Township Thirty-seven (37) North, Range Three (3) East, and running thence Southwesterly, a distance of One Hundred Seventy-one and Two tenths (171.2) feet, more or less, to a point that is Six Hundred Fifty-three (653) feet North and Three Hundred and Three-tenths (300.3) feet East of said Southwest corner of said section Thirty (30), Township Thirty-seven (37) North, Range Three (3) East;

upon, under and subject to the following terms and conditions:

1. Payment of the sum of Four Thousand Four Hundred Fifty (\$4,450.00) Dollars to the undersigned prior to commencement of construction, which sum represents and is the aggregate amount of the losses and damages that will be occasioned and will be suffered and sustained by the undersigned by and through the construction and maintenance of such sewer upon and across their hereinabove described real estate, which losses and damages consist of the following:

Loss of 2 flowering crab trees (14 years growth	\$500.00
Loss of 7 Pfitzers (14 years growth)	350.00
Loss of 8 Maple Trees (14 years growth)	1,600.00
Loss in devaluation of landscape value of property arising from disruption of definite scheme of the landscaping and destruction of the original pattern of the landscaping by the removal of the plantings which cannot be replaced in their present form and growth	\$800.00
Loss in devaluation of market value of hereinabove described real estate	<u>1,200.00</u>
Total	\$4,450.00

2. Placement of "Y" in sewer at point to be selected by undersigned for connection from the dwelling house on the above described real estate to sewer, such "Y" to be placed in such sewer at time of its construction and such placement of such "Y" in such sewer to be entirely at your cost and expense.

Undersigned to be permitted and allowed to make any other connections in sewer upon payment therefor at the regular and customary rate at the time of connection charged residents of the City of South Bend, Indiana.

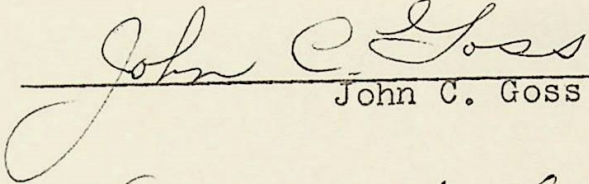
3. Immediate replacement of the gravel driveway and of the circular portion of such driveway in the same condition that it was in before excavation.

4. Excavation filled in to presently existing ground level and placed in proper condition for grass planting. Replacement of subsoil to same depth as before excavation, and replacement of top soil to depth of four to five inches, replaced subsoil and replaced top soil to be either the subsoil and top soil that was removed or of the same kind, grade and quality as that removed.

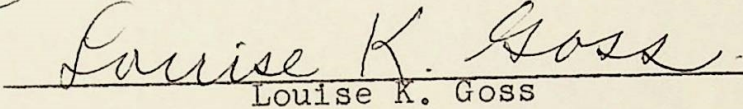
5. Excavated portion of lawn sowed at proper time with Kentucky Blue Grass.

6. Reservation by undersigned of right to place anything above ground on the portion of the above described real estate covered by such easement except weight bearing wall or structure and to make such otherwise above ground use of such portion of the above described real estate as the undersigned may desire at any time.

Respectfully yours,



John C. Goss



Louise K. Goss