

Sewer, (South Side Truck
River), from intersection
of Pennsylvania R.R. & Chip-
sewa, north along railroad
right-of-way.

AGREEMENT OF EASEMENT

88631

Bd of Public Works
City Hall
Sd. Bend

THIS AGREEMENT made and entered into this 29 day of June, 1962, by and between STUDEBAKER-PACKARD CORPORATION of South Bend, Indiana, hereinafter referred to as FIRST PARTY, and the CIVIL CITY OF SOUTH BEND, INDIANA, hereinafter referred to as the SECOND PARTY.

STUDEBAKER-PACKARD CORP.
INDIANA
FILE FOR RECORD

Aug 3 2 10 PM '62

JAMES L. VAUGHN
RECORDER

WITNESSETH:

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... IN CONSIDERATION OF ONE DOLLAR IN HAND paid to First Party by Second Party, the receipt of which is hereby acknowledged, and of the mutual considerations and conditions hereinafter stated, First Party does hereby grant, bargain, sell, convey and warrant to the Second Party, 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 Second Party, its assigns, lessees, and contractors, to construct, maintain, install, repair, replace, and renew the South Side Sanitary Trunk Sewer together with the right to excavate and refill ditches and trenches required for the location of said underground sewer, manholes, and necessary appurtenances, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of the sewer, including manholes and necessary appurtenances, over, along, through, and across property owned by First Party, situated in the Southeast quarter ($\frac{1}{4}$) of Section 23, T37N, R2E in the City of South Bend, St. Joseph County, Indiana said right-of-way and easement being more particularly described as follows:

Beginning at the intersection of the north right-of-way line of Chippewa Avenue and the westerly right-of-way line of the Pennsylvania Railroad, thence west along the north right-of-way line of Chippewa Avenue a distance of Thirty-eight (38) feet, more or less; thence northerly along a line thirty (30) feet, more or less, westerly of and parallel to the westerly right-of-way line of the Pennsylvania Railroad a

distance of Two Thousand One Hundred Five (2105) feet; thence along a line with a deflection angle to the left of Zero Degrees, Fifty Minutes ($00^{\circ}50'$) a distance of Three Hundred Fifty (350) feet; thence along a line with a deflection angle to the left of Fourteen Degrees, Thirty Minutes ($14^{\circ}30'$) a distance of Three Hundred Fifty (350) feet; thence along a line with a deflection angle to the right of Ninety Degrees, Zero Minutes ($90^{\circ}00'$) a distance of Thirty (30) feet; thence southerly along a line with a deflection angle to the right of Ninety Degrees, Zero Minutes, ($90^{\circ}00'$) to its point of intersection with the westerly right-of-way line of the Pennsylvania Railroad, thence southerly along said westerly right-of-way line of the Pennsylvania Railroad to the point of beginning.

The party of the first part does hereby covenant with the Second Party, that it is lawfully seized and possessed of the real estate above described, that it has a good and lawful right to convey it, or any part thereof, that it is free from all encumbrances.

Said Second Party further agrees as follows:

A. To construct the sewer pipe and necessary appurtenances in a workmanlike manner as expeditiously as possible so as not to interfere with the use of the first party of its buildings and property herein described.

B. To pay to the first party any damage which may result to its property by reason of the construction, laying and installation of the above and foregoing South Side Sanitary Trunk Sewer.

C. To indemnify and hold harmless First Party of any costs, damages, suits, claims, and judgments of any and all kind and nature by reason of any action taken, thing done or work performed by Second Party, its assigns, lessees, and contractors in the construction, maintenance, installation, repair, replacement and renewal of the South Side Sanitary Trunk Sewer.

D. To grade the right-of-way and easement, removing all excess dirt and generally doing all things required to place the property in relatively the same condition as it was prior to excavation.

E. To furnish and make available to the first party one

sewer service tap, the location of which will be designated by first party. This provision in no way changes the bearing of expense as to installation and usage of sewer services and sewage treatment charges as enjoyed in the normal course of business of said parties.

Privilege is hereby granted Second Party, its assigns, lessees, and contractors to use the ground on either side of the easement herein described, of a width sufficient for ingress and egress and to haul sewer pipe and to lay and install the same and the miscellaneous appurtenances and to place said sewer pipe, and the excavated dirt on either side of said easement ONLY DURING THE PERIOD OF CONSTRUCTION AND INSTALLATION of any of the above and foregoing sewer.

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First party reserves the right to construct buildings and structures across the right-of-way and easement granted above provided, however, there shall not be a weight bearing wall within the right-of-way and easement which would exert pressure or weight on the sewer pipe. Any plans calling for the construction of buildings or structures which would cross the right-of-way and easement shall be submitted to the City Engineer of Second Party for approval of that portion of the buildings and structures that cross the right-of-way and easement before construction be undertaken.

IN WITNESS WHEREOF, Studebaker-Packard Corporation, and the Civil City of South Bend have hereunto set their hands and seals on the above day.

Studebaker-Packard Corporation

By: B. A. Burlingame

Attest: B. Xerox

SEAL

* Assistant Secretary

FIRST PARTY

Civil City of South Bend, Indiana

By: [Signature]

[Signature]

SECOND PARTY

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared B. A. Burlingame,

88631
#368

ST. JOSEPH CO.
INDIANA
CLERK FOR RECORD

AUG 3 2 10 PM '62

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JAMES I. WALSH
RECORDER

CHECKED

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Easement: Standard Oil Co.

Chippewa Co.
So. Side River