

#423

AGREEMENT OF EASEMENT

between Neva Templeton and the South  
Bend Water Works

August 10, 1960

Water main, ease-  
ment 20 feet wide  
running north of  
Fillmore Road be-  
tween Grandview  
Ave. and Clemens  
Street



John Kotzenmeyer - South Bend Water Works  
224 W. Main - South Bend, Ind.

AGREEMENT OF EASEMENT

19993

THIS AGREEMENT made and entered into this 10th day of August, 1960, by and between Neva L. Templeton, single and of adult age, of 2639 S. 11th St., Niles, Michigan, owner of the legal title of the below described property, hereinafter referred to as the First Party, and the Municipal City of South Bend, Indiana, hereinafter referred to as the Second Party.

WITNESSETH THAT:

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FOR AND IN CONSIDERATION of One Dollar (\$1.00) in hand paid to first party by second party the receipt of which is hereby acknowledged and of the conditions hereinafter stated, said first party does hereby grant, bargain, sell, convey and warrant to second party to have and to hold forever, a right-of-way and easement with the right, privilege and authority of second party, its assigns, lessees and contractors to construct, operate and maintain a water feeder main and other necessary appurtenances thereto, including the perpetual right to enter upon the property hereinafter described, at any time that it may see fit, under, along, through, and across property owned by the first party and situate outside of the South Bend city limits, St. Joseph County, State of Indiana, said easement and right-of-way being described as follows:

A right-of-way and easement Twenty (20) feet in width extending and running North and South along the entire East line of the following described property belonging to the first party. Beginning at the Southeast corner of Section 5, Township 37 North, Range 2 East, thence North along the East line of said section 5, a distance of 986.2 feet; thence west 990.3 feet; thence South 988 feet to the South line of said Section 5, thence East along said South line of said Section 5, a distance of 993.1 feet to the place of beginning, containing 22.47 acres and situated in Portage Township, St. Joseph County, Indiana. Excepting therefrom the following: Beginning 582.1 feet West of the South East corner of said Section No. 5, thence West along the South line of said Section, 260 feet; thence North 476 feet; thence East 260 feet; thence South 476 feet to the place of beginning.

ST. JOSEPH CO.  
INDIANA  
FILED FOR RECORD

AUG 30 10 28 AM '60

BOYD  
EMERY L. HIRSCHLER  
RECORDER



First party does hereby covenant that it is lawfully seised and possessed of the real estate described thereof.

A temporary construction easement is hereby granted said second party, its assigns, lessees, and contractors to use the property with the right of ingress and egress for excavation, and to haul water main pipes and to lay and install the same, and other necessary appurtenances and perform other construction work necessary in the laying of said water feeder main, the property being more particularly described as follows:

A right-of-way and easement Forty (40) feet in width extending and running North and South along the entire East line of the following described property belonging to the first party. Beginning at the Southeast corner of Section 5, Township 37 North, Range 2 East, thence North along the East line of said section 5, a distance of 986.2 feet; thence west 990.3 feet; thence South 988 feet to the South line of said Section 5, thence East along said South line of said section 5, a distance of 993.1 feet to the place of beginning, containing 22.47 acres and situated in Portage Township, St. Joseph County, Indiana. Excepting therefrom the following: Beginning 582.1 feet West of the South East corner of said Section No. 5, thence West along the South line of said Section, 260 feet; thence North 476 feet; thence East 260 feet; thence South 476 feet to the place of beginning.

SECOND PARTY AGREES:

A. To construct the water feeder main and other necessary appurtenances in such a manner as not to interfere at any time with the use of first party of its buildings and properties not herein described.

B. 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 constructing of said water feeder main and other necessary appurtenances as herein described.

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C. To grade the easement, removing all excess excavated dirt and generally doing all things required to replace the property in relatively the same condition as it was prior to excavation with the exception that second party shall have the right to remove trees, brushes, and undergrowth that would interfere with the construction, operation, and maintenance of said water feeder main or other necessary appurtenances.

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IN WITNESS WHEREOF, Neva L. Templeton, and the Municipal City of South Bend have here unto set their hands and seals the day and year first above written.

Neva L. Templeton  
Neva L. Templeton

First Party

Municipal City of South Bend,  
Indiana

By: [Signature]  
[Signature]  
[Signature]

Second Party

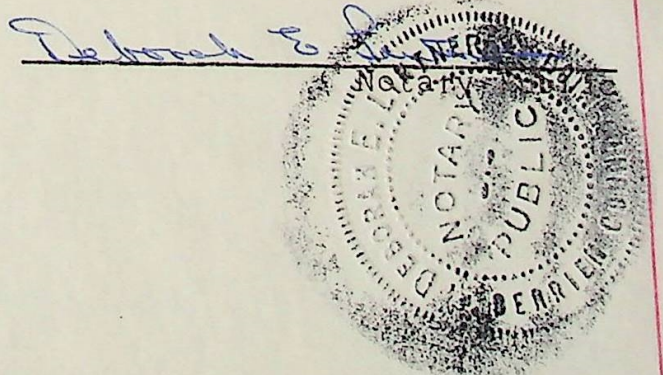
STATE OF Michigan )  
COUNTY OF Benzie ) SS:

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Neva L. Templeton and acknowledged the execution of the foregoing Agreement of Easement to be her voluntary act and deed, for the purpose therein mentioned.

Witness my hand and seal this 10<sup>th</sup> day of August, 1960.

My Commission Expires:

August 31, 1962



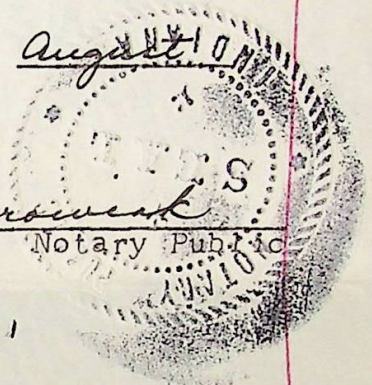


STATE OF INDIANA )  
ST. JOSEPH COUNTY ) ss:

Before me, the undersigned, a Notary Public, in and for said County and State personally appeared Frank J. Bruggner, Ray S. Andrysiak and Irving J. Smith, members of the Board of Public Works of the City of South Bend, Indiana, who acknowledged the execution of the foregoing Agreement of Easement to be the voluntary act and deed of said City.

Witness my hand and seal this 15th day of August 1960.

Alice Sabrowski  
Notary Public



My Commission Expires:  
September 29, 1962

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