

#436

Water Main (easement),  
Ridgedale South Add.,  
extending between  
Miami Street and Jewy-  
chenham cul-de-sac

p. 181 Sidwell



ST. JOSEPH CO.  
INDIANA  
FILED FOR RECORD

AUG 17 4 52 PM '66

BOOK PAGE  
EDWIN A. KALCZYNSKI  
RECORDER

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06833

AGREEMENT OF EASEMENT.

THIS AGREEMENT made and entered into this 15th day of August, 1966, by and between Ridgedale South Inc., an Indiana corporation, hereinafter referred to as First Party, and the Municipal City of South Bend, Indiana, hereinafter referred to as the Second Party.

W I T N E S S E T H T H A T :

FOR AND IN CONSIDERATION of One Dollar (\$1.00) and other consideration, including but not limited to the acceptance hereof by the City of South Bend, Indiana, and of the mutual conditions and covenants hereinafter stated, said First Party does hereby grant, bargain, sell, convey and warrant to Second Party to have and to hold forever, a perpetual right of way and easement (including the perpetual right of ingress and egress to the property hereinafter described) with the right, privilege and authority of the Second Party, its assigns, lessees and contractors to construct, operate and maintain a water 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 the property owned by First Party, said property being situate in St. Joseph County, Indiana, said right of way and easement being described as follows:



Seven and one-half feet (7½') off of and from the Southerly side of Lot Numbered Six (6) extending from Miami Street to the Twyckenham Drive cul-de-sac, extending a distance of approximately One Hundred Twenty feet (120') more or less and Seven and one-half feet (7½') off of and from the Northerly side of Lot Numbered Seven (7) Ridgedale South Addition to the City of South Bend.

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 pipe and to lay and install the same, and other necessary appurtenances and perform other construction work necessary in the laying of said water main, the property being more particularly described as follows:

Ten feet (10') off of and from the Southerly side of Lot Numbered Six (6) extending from Miami Street to the Twyckenham Drive cul-de-sac extending a distance of approximately One Hundred Twenty feet (120') more or less and Ten feet (10') off of and from the Northerly side of Lot Numbered Seven (7) Ridgedale South Addition to the City of South Bend.

SECOND PARTY AGREES:

A. To construct the water main and necessary appurtenances in a workman-like manner as expeditiously as possible so as not to interfere with the use to the First Party of buildings and properties not herein described.

B. To indemnify and hold harmless First Party of any cost, 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 main and other necessary appurtenances as herein described.

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C. 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 with the exception that Second Party shall have the right to remove trees, brush, and undergrowth that would interfere with the construction, operation, and maintenance of said water main.

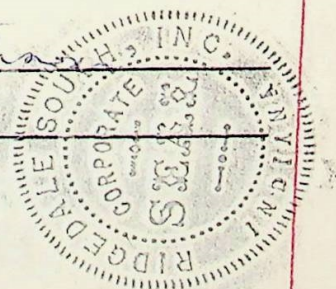
First Party reserves the right to construct buildings and structures across the right of way and easement herein granted, provided however, that there shall not be a weight bearing wall within the right of way and easement which would exert pressure or weight on the water main so that any damage or interference could be caused with said water main or other necessary appurtenances. 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, Ridgedale South Inc., an Indiana corporation and the Municipal City of South Bend, Indiana, have hereunto set their hands and seals the day and year first above written.

RIDGEDALE SOUTH, INC.

By

*[Handwritten signature]*  
*[Handwritten signature]*





MUNICIPAL CITY OF SOUTH BEND, INDIANA

By Robert J. DuComb  
Robert J. DuComb

Lloyd S. Taylor  
Lloyd S. Taylor

James A. Bickel  
James A. Bickel

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

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Otto Gibson

its President and Ralph E. Gibson

its Vice President & Secretary of said Ridgedale South, Inc., and acknowledged the execution of the foregoing Agreement of Easement to be their voluntary act and deed, for the purpose therein mentioned.

Witness my hand and seal this 15th day of August,

1966.

Elizabeth M. Smith  
Notary Public.

My commission expires:

February 7, 1968

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

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared James A. Bickel, Lloyd S. Taylor, Robert J. DuComb, members of the Board of Public Works and Safety 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 15 day of August, 1966.

My commission expires:

1-15-70

Robert M. Parker  
Notary Public.

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This instrument was prepared by Robert M. Parker, 412 Odd Fellow Bldg., South Bend, Indiana.

*Mail*

