

AGREEMENT OF EASEMENT

between Gertrude Shenefield and Aaron  
and Goldie Tuttle, and the South Bend  
Water Works.

August 22, 1960

Right of easement across lot  
located at the southwest  
corner of Lexington Ave.  
and N.Y. C. R.R. right-of-  
way

John Kotzenmacher - South Bend Water Works  
224 N. Main - South Bend, Ind.

19994

AGREEMENT OF EASEMENT

THIS AGREEMENT made and entered into this 22 day of Aug., 1960, by and between Gertrude E. Shenefield, single and of adult age, of St. Joseph County, State of Indiana, owner of the legal title of the below described property, Aaron Tuttle and Goldie Tuttle, husband and wife, of St. Joseph County, Indiana, contract purchasers of the below described property, hereinafter referred to as the First Parties, 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 parties by second party the receipt of which is hereby acknowledged and of the conditions hereinafter stated, said first parties do 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 the property owned by first parties and situate in the County of St. Joseph, State of Indiana, and described as follows:

A right-of-way and easement Twenty (20) feet in width and approximately Six Hundred (600') Feet in length along the entire East side of the following described property belonging to first parties. A part of the East Half of the South East Quarter of Section No. 5, Township No. 37 North, Range No. 2 East, described as follows, viz: Beginning at the intersection of the East line of the South East Quarter of said Section No. 5, with the Southerly line of the right of way of the New York Central Railroad; thence South 600.1 feet; thence West 990.3 feet thence North 781.5 feet to the Southerly line of said railroad; thence Southeasterly along the Southerly line of said New York Central Railroad 1008.3 feet

ST. JOSEPH CO.  
INDIANA  
FILED FOR RECORD

AUG 30 10-28 AM '60

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EMERY L. HIRSCHLER  
RECORDER

to the place of beginning, containing 15.70 acres, more or less.

First parties do 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 feeder main, the property being more particularly described as follows:

A right-of-way and easement Forty (40) feet in width and approximately Six Hundred (600') Feet in length along the entire East side of the following described property belonging to the first parties. A part of the East Half of the South East Quarter of Section No. 5, Township No. 37 North, Range No. 2 East, described as follows, viz: Beginning at the intersection of the East line of the South East Quarter of said Section No. 5, with the Southerly line of the right of way of the New York Central Railroad; thence South 600.1 feet; thence West 990.3 feet thence North 781.5 feet to the Southerly line of said railroad; thence Southeasterly along the Southerly line of said New York Central Railroad 1008.3 feet to the place of beginning, containing 15.70 acres, more or less.

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 parties of their buildings and properties not herein described.

B. To indemnify and hold harmless first parties 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.

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First parties reserve the right to construct a building or buildings across the easement, provided however, that any weight bearing wall shall be properly reinforced so as not to damage or interfere with said water feeder main or other necessary appurtenances.

IN WITNESS WHEREOF, Gertrude E. Shenefield, Aaron Tuttle and Goldie Tuttle, husband and wife, and the Municipal City of South Bend have here unto set their hands and seals the day and year first above written.

Gertrude E. Shenefield  
Gertrude E. Shenefield

Aaron Tuttle  
Aaron Tuttle

Goldie Tuttle  
Goldie Tuttle

Municipal City of South Bend,  
Indiana

By James J. ...

...  
...

First Parties

Second Party

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

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Aaron Tuttle and Goldie Tuttle, husband and wife, 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 18<sup>th</sup> day of August, 1960.

Charles W. Hahn  
Notary Public

My Commission Expires:  
1-25-61

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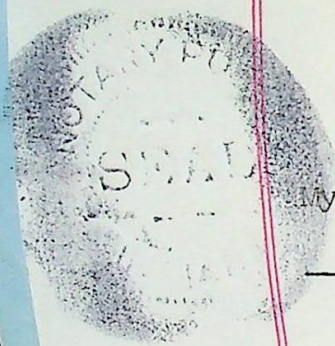
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STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS:

Before me, the undersigned, a Notary Public, in and for said County and State. personally appeared Gertrude E. Shenefield 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 18<sup>th</sup> day of August, 1960.

Charles W. Hahn  
Notary Public



My Commission Expires:  
1-25-61

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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 \_\_\_\_\_ day of \_\_\_\_\_, 1960.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
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