

#506

EASEMENT - AIRPORT INDUSTRIAL PARK SEWER
PHASE III

1/11/71 South Bend Tribune to City of So. Bend

*Airport Industrially
Park Sewer,
Phase III*

#506

EASEMENT

In consideration of the sum of One Dollar (\$1.00) cash in hand paid, receipt whereof is hereby acknowledged, the undersigned hereby grant, bargain, sell, convey, transfer, deliver unto the Civil City of South Bend, a permanent easement and right-of-way, for the following purposes, namely, The right to enter upon the hereinafter described land at any time that it may see fit, for the purpose of maintaining and repairing, installing and renewing any water, sewer, and other utility facilities, whether used in conjunction with general street purposes, or for the sole purpose of maintaining, installing, repairing, and replacing and/or renewing such sewer or other facilities for all purposes whatsoever, including but not by way of limitation, drainage structures for both sanitary and storm sewer facilities or for flood control purposes, on, over, and across the ground embraced within the right-of-way hereinafter described, which is located within the boundaries of a tract or parcel of land situated in the County of St. Joseph, State of Indiana, briefly described as follows:

A tract of land in the Southeast quarter (1/4) of Section 28, T38N, R2E, German Township, St. Joseph County, Indiana.

Commencing at the Southeast corner of said Section 28; then N 00°00'00" E on and along the East line of said Section 28, said line also being the centerline of Bendix Drive, a distance of 1353.92'; thence S 46°45'00" W a distance of 27.46' to the West line of Bendix Drive, the true place of beginning; said tract being 30.00' wide and centered on a line continuing on a bearing of S 46°45'00" W a distance of 444.58'; thence S 80°30'00" W a distance of 427.40'; thence S 00°00'00" W a distance of 202.50'; said tract contains 0.74 acres, more or less.

To have and to hold said easement and right-of-way unto the Civil City of South Bend, Indiana, and unto its successors and assigns forever.

And the said Grantors hereby covenant with the Civil City of South Bend, Indiana that they are lawfully seized and possessed of the afore-described tract or parcel of land; that they have a good and lawful

right to sell and convey; that it is free from all encumbrances; and that they will warrant and forever defend the title in quiet possession thereto against the lawful claims of all persons whomsoever.

And as a further consideration for the payment of the purchase price, above stated, the Grantors hereby release all claims for damage, from whatsoever cause, incidental to the exercise of any of the rights herein granted, from and after this date.

It is understood and agreed by the parties hereto, that wherever in the foregoing instrument the singular number is used, it will be read as plural, if and when necessary, and that wherever words of neuter gender are employed, they will likewise apply to the masculine gender, whenever the contacts require.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this 11th day of January, 1971.



ATTEST:

Franklin D. Schurz, Jr.
Secretary

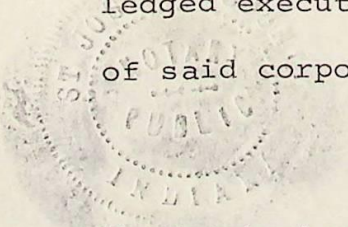
THE SOUTH BEND TRIBUNE

By: Warren G. Wheeler, Jr.
Vice President

ST. JOSEPH CO. INDIANA
FILED FOR RECORD
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BOOK PAGE
EDWIN A. KALCZYNSKI
RECORDER

State of Indiana)
St. Joseph County } SS:

Before me, a Notary Public in and for said County and State, personally appeared Warren G. Wheeler, Jr. and Franklin D. Schurz, Jr., to me personally known and known to be the Vice President and Secretary, respectively of The South Bend Tribune, and acknowledged execution of the above and foregoing easement for and on behalf of said corporation as its voluntary act and deed.



Emery F. Liscille
Notary Public

My Commission Expires: March 6, 1971