

#509

EASEMENT - Gilmer Park - Sanitary and storm sewer.
Doris J. Banaszak and John P. Banaszak.

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 boundaries of a tract or parcel of land situated in the County of St. Joseph, State of Indiana, briefly described as follows:

A Permanent Easement extending seven and one-half (7-1/2) feet South of a line described as:

Beginning at a point on the East Lot Line of Lot No. 40 of the Jewelwood Addition 717.4 feet South of the centerline of Jewel Street, said point being on the centerline of Ritter Street extended; thence proceeding Easterly 90 feet along the centerline of Ritter Street extended to the East line of the W $\frac{1}{2}$ Lot 30 Ritters Pro. to Dixie Gardens -- taxing unit 2-01-01 ;
17-340.03

To have and to hold the 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 encum-

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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 boundaries of a tract or parcel of land situated in the County of St. Joseph, State of Indiana, briefly described as follows:

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17-340.03

To have and to hold the 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 encum-

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branches; 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 context requires.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this 15th day of January, 1971.

ST. JOSEPH CO.
 INDIANA
 FILED & RECORDED
 FEB 3 8 30 AM '71
 BOOK PAGE
 EDWIN A. KALCZINSKI
 RECORDED

Doris J. Banaszak
John P. Banaszak

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

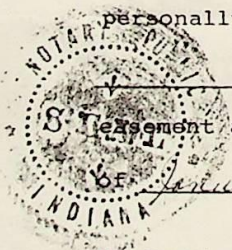
Before me, a Notary Public, in and for said County and State,

personally appeared Doris J. Banaszak and John P. Banaszak

who acknowledge the execution of the above and foregoing

Instrument as their free and voluntary act and deed this 15 day

of January, 1971.



My Commission Expires:

Marylyn J. Platner
 Notary Public

January 12, 1975

This Instrument prepared by: S.J. Crumpacker