

#525

EASEMENT - Gilmer Park Sewer, Division "B"  
from Erma A. Searfoss 2/1/71

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 fifteen (15) foot Permanent Easement for sewer installation and construction, and a forty (40) foot Temporary Easement for sewer construction adjacent to and North of the Permanent Easement, said Permanent Easement extending seven and one-half (7-1/2) feet on either side of a line more fully described as:

Beginning at a point on the centerline of Ritter Street extended, said point being 974.7 feet Westerly along the centerline of Jewel Street and 717.9 feet Southerly of the intersection of the centerline of Jewel Street and the West line of Main Street; thence extending Easterly along the centerline of Ritter Street extended to the East property line of the Erma A. Searfoss property, which is the West line of the dedication of rights-of-way for Ritter Street.

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 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 context requires.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this 1 day of February, 1971.

Erma A. Searfoss

ST. JOSEPH CO. INDIANA  
FILED FOR RECORD  
FEB 8 2 44 PM '71  
BOOK EDWIN A. KALCZYNSKI REORDER PAGE

Arizona  
STATE OF ~~INDIANA~~ )  
Maricopa ) SS:  
~~ST. JOSEPH~~ COUNTY )

Before me, a Notary Public, in and for said County and State, personally appeared Erma A. Searfoss

who acknowledge the execution of the above and foregoing easement as their free and voluntary act and deed this 1 day of February, 1971.

My Commission Expires:

Lillian D. Stuber  
Notary Public

My Commission Expires Jan. 3, 1973

PREPARED BY S. CRUMPACKER.

ST. JOSEPH CO.  
INDIANA  
FILED FOR RECORD

FEB 8 2 44 PM '71

BOOK 735 PAGE 64  
EDWIN A. KALCZYNSKI  
RECORDER

*Galmer Park "B"  
Division B*

INDEXED

91302

EASEMENT

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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 1 day of February, 1971.

Erma A. Searfoss

Arizona  
STATE OF ~~INDIANA~~ )  
Maricopa ) SS:  
~~ST. JOSEPH~~ COUNTY )

ST. JOSEPH CO.  
INDIANA  
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PAGE RECORDED

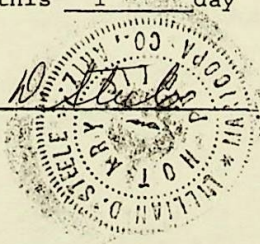
Before me, a Notary Public, in and for said County and State, personally appeared Erma A. Searfoss

who acknowledge the execution of the above and foregoing easement as their free and voluntary act and deed this 1 day of February, 1971.

My Commission Expires:

Lillian D. Stebbins  
Notary Public

My Commission Expires Jan. 3, 1973



PREPARED BY S. CRUMPACKER.