

#538

EASEMENT - GILMER PARK SEWER, Divisions B & C
South Bend Community School Corp.
Forest Park Third Subdivision

call → David Wells
EX. 251

#538

94988

EASEMENT

BOOK 737 PAGE 304

In consideration of the sum of One (\$1.00)

Dollars 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, 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 Permanent Easement fifteen (15) feet wide for sewer installation, and a Temporary Easement forty (40) feet wide for sewer installation and construction, adjacent to and Northeast-erly from the Permanent Easement, said Permanent Easement extending 7.5 feet on either side of a line in the Northwest 1/4 of Section 36, Township 37 North, Range 2 East, more fully described as follows:

Beginning at a point on the North lot line of Lot No. 146 in the Forest Park Third Subdivision, said point being 203.49 feet East of the centerline of St. Joseph Street; thence proceeding Southeasterly approximately 374.46 feet to a point on the South lot line of Lot No. 150 in the Forest Park Third Sub-division, said point being 427.59 feet East of the centerline of St. Joseph 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 required.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this 20 day of April, 1971.

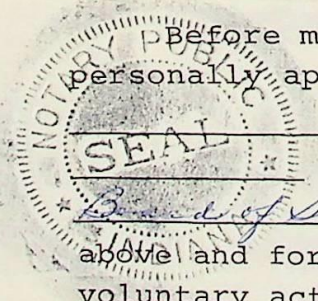
SOUTH BEND COMMUNITY SCHOOL CORPORATION

Paul J. Frankovic, Jr.
President, Board of Trustees

Attest: Gladys D. Frith
Secretary, Board of Trustees

ST. JOSEPH CO. INDIANA
FILED FOR RECORD
APR 27 9 57 AM '71
PAGE
FRANK A. KALCZYNSKI
RECORDER

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



Before me, a Notary Public, in and for said County and State, personally appeared Paul J. Frankovic, Jr. and Gladys D. Frith, to me personally known and known to be the President and Secretary, respectively of Board of School Trustees, and acknowledged execution of the above and foregoing easement for and on behalf of said corporation as its voluntary act and deed.

Gladys D. Frith
Notary Public

My Commission Expires:
9-22-71