

#552

EASEMENT - for sewer construction (Dixie Gardens
Ritter Plat) from Orna, D. and Helen
M. Kesler.
Gilmer Park Sewer - Divisions B & C

100776

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ST. JOSEPH CO.
INDIANA
FILED FOR RECORD

JUL 27 4 03 PM '71

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EDWIN A. KALCZYNSKI
RECORDER

INDEXED

Edwin A. Kalczyński

#552

EASEMENT

100776

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BOOK
EDWIN A. KALCZ
RECORDED
PAGE

JUL 27 4 03 PM '11

FILED FOR RECORD

ST. JOSEPH CO.
INDIANA

In consideration of the sum of One
(\$1.00) Dollar 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 facili-
ties for all purposes whatsoever, including but not by way of limi-
tation, 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 situ-
ated in the County of St. Joseph, State of Indiana, briefly described
as follows:

A Permanent Easement for sewer construction and location
fifteen (15) feet wide and extending 7.5 feet on either side
of a line parallel to and 7.5 feet north of, measured perpen-
dicular to, the South lot line of Lot 9, and extending 7.5
feet on either side of a line parallel to and 7.5 feet West
of, measured perpendicular to, the East line of Lots, 4, 5,
6, 7, 8 and 9 in Dixie Gardens Ritter Plat; and

A Temporary Easement for sewer construction 34.84 feet
wide, measured perpendicular to the South line of Lot 9, and
being North of and parallel to the course herein first
described for the Permanent Easement; and a Temporary Ease-
ment for sewer construction 40 feet wide measured perpendi-
cular to the East line of Lots 4, 5, 6, 7, 8 and 9 in Dixie
Gardens Ritter Plat, and being West of and parallel to the
course herein last described for the Permanent Easement;

Commencing at the intersection of the centerline of Ritter Street and Main Street; thence proceeding Northerly approximately 237.52 feet; thence deflecting 85 degrees 26 minutes 20 seconds to the right and proceeding 49.66 feet to a point on the West line of Lot 9 in Dixie Gardens Ritter Plat, which point is the Point of Beginning, said point being Northerly along said West lot line 7.52 feet from the Southwest corner of Lot 9; thence continuing Easterly parallel to the South line of Lot 9, 336.48 feet; thence deflecting to the left 85 degrees 26 minutes 20 seconds and proceeding Northerly 302.58 feet to a point on the North line of Lot 4 in Dixie Gardens Ritter Plat, said point being 7.52 feet Westerly of the Northeast corner of said Lot 4.

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 27th day of July, 1971.

Orval D. Kesler

Helen M. Kesler

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

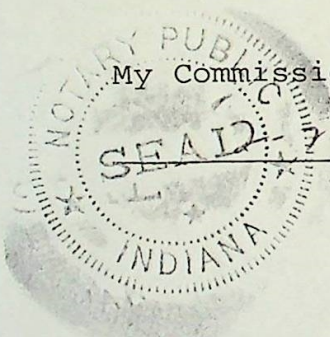
Before me, a Notary Public, in and for said County and State, personally appeared

who acknowledge the execution of the above and foregoing easement as their free and voluntary act and deed this 27th day of July, 1971.

Gloria E. Nabicht
Notary Public

My Commission Expires:

SEAL 12-22-73



Prepared by James R. Kuehl