

#572

10 YEAR EASEMENT - from T-J Corporation (Samuel Schulman and Edith F. Schulman) to City of South Bend, dated 9/30/71, for street and highway purposes, Davis Drive and Grant Street.

Replaced by deed #1181

572

THE T-J CORPORATION
P. O. BOX 687
SOUTH BEND, INDIANA 46624

RECORDED IN THE OFFICE OF
THE RECORDER OF ST. JOSEPH
COUNTY, INDIANA
OCTOBER 5, 1971
DEED RECORD 744, PAGE 263

September 30, 1971

The Board of Public Works and Safety
of the City of South Bend
South Bend, Indiana

Gentlemen:

We the owners of the following described real estate:

Beginning at the intersection of the North right of way line of Davis Drive and the West right of way line of Grant Street; thence North along said West right of way line of Grant Street a distance of 130 feet; thence in a Southwesterly direction to a point in the North right of way line of Davis Drive (this point being 120 feet West of the point of beginning); thence East along the North right of way of Davis Drive 120 feet to the point of beginning. All in South Bend, St. Joseph County, Indiana.

do hereby grant and permit the City of South Bend, Indiana and the Board of Public Works and Safety all rights and privileges as may be necessary to use the above described real estate for street and highway purposes, subject to all other easements of record, and restrictions of record.

This agreement will be binding upon both parties for a period not to exceed 10 years from the time of the signing of said agreement.

Dated this 30th day of September 1971.

BOARD OF PUBLIC WORKS AND
SAFETY OF THE CITY OF SOUTH
BEND, INDIANA

OWNERS

THE T-J CORPORATION

Lloyd A. Taylor

BY *Samuel Schulman*

Samuel Schulman
President

S. J. Cumpacker

James A. Beckel

BY *Edith F. Schulman*

Edith F. Schulman
Secretary-Treasurer

10-4-71

South Bend, Ind., *Oct 5*, 19*21*

RECORDER'S OFFICE, ST. JOSEPH COUNTY, INDIANA

Received from..... fee for recording

Deed	to		\$
Mortg.	to		\$
<i>Bill of Public Works</i>	to	<i>The P-J-Corp.</i>	\$ <i>2.00</i>
	to		\$
<i>Deed BK 744</i>	to		\$
	to		\$ <i>5.00</i>

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EDWIN A. KALCZYNSKI
Recorder, St. Joseph County, South Bend, Indiana



CITY OF SOUTH BEND

SOUTH BEND, INDIANA 46601

CENTRAL PURCHASING
COUNTY CITY BLDG.
227 W. JEFFERSON BLVD. 219 254-9218

CLAIM NO. _____

WARRANT NO. _____

PETER J. NEMETH
MAYOR

TO: St. Joseph County Recorder
County-City Building
South Bend, Indiana

- SHIP TO:
- County-City Bldg., Room _____
 - Municipal Service Facility, _____
 - 703 West Sample _____
 - Park Dept. _____
 - Water Works _____
 - Waste Water Treatment, _____
 - 3115 Riverside Drive _____
 - _____

REQUISITION NUMBER	08
DEPARTMENT OR DIVISION	
ACCOUNT NUMBER	00.0361.0.000
BID OR CONTRACT NUMBER	
BID OR CONTRACT DATE	
VENDOR'S NUMBER	83110
PSEUDO NUMBER	

NOTICE TO VENDOR

- Show purchase order number on all invoices, packages, delivery slips and correspondence.
- Enclosed claim must be returned with authorized signature on your invoice for prompt payment.
- If vendor delivers any merchandise without valid purchase order, no liability exists for City of South Bend.
- All goods subject to inspection and rejection (freight at vendor's expense), not withstanding prior payment to secure cash discount.
- Vendor accepts this order at listed price, or lowest prevailing market price. No price increase allowed after acceptance.
- City of South Bend reserves right to cancel all or part of this order if delivery is not made when and as specified.
- MAIL ALL INVOICES, CLAIMS, CORRESPONDENCE, TO CENTRAL PURCHASING OFFICE.
- If subject to cash discount, please indicate on invoice or claim.

DELIVERY DATE _____

All Deliveries, F.O.B. City Address

FEDERAL EXCISE TAX EXEMPTION
35-60317
INDIANA SALES TAX EXEMPTION
#B4495

Date 12/13/78

Appr. Bal. Brgt. Frd. \$ _____

Quantity	Items and Description	Price	Total
	Recording Easement - General Realty Co. Davis Dr. and Grant St.		4.50
DIRECT PAYMENT			

SIGN AND RETURN WITH INVOICE

CLAIM

Vendor Signature _____

Date _____

Vendor Title _____

APPRO. BAL. \$ _____

Patricia DeClary
Department or Division Head

Dir.

subject to the provisions and penalties of Chapter 155 SB 288 (7/1/53) Acts of 1953.

line of Davis Drive (this point being 120 feet West of the point of beginning); thence East along the North right of way

After Recording

Replaces #572.

287-1571
[Signature]

hereof is
ell, convey,
ent easement
ht to enter
rain, pave,
, together

with such bridges, culverts, ramps, and cuts as may be necessary, on, over, and across the ground embraced within the right-of-way hereinafter described, further a permanent easement and right-of-way, including the perpetual right thereupon the real estate hereinafter described, at any time that it may see fit, for the purpose of constructing, 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 constructing, 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 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:

Beginning at the intersection of the North right of way line of Davis Drive and the West right of way line of Grant Street; thence North along said West right of way line of Grant Street a distance of 130 feet; thence in a Southwesterly direction to a point in the North right of way line of Davis Drive (this point being 120 feet West of the point of beginning); thence East along the North right of way

EASEMENT AND RIGHT-OF-WAY

287-1571
J. J. [Signature]

In consideration of the sum of ten (\$10.00)
----- 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 and grade, level, fill, drain, pave, build, maintain, repair, and rebuild roads, streets, highways, together with such bridges, culverts, ramps, and cuts as may be necessary, on, over, and across the ground embraced within the right-of-way hereinafter described, further a permanent easement and right-of-way, including the perpetual right thereupon the real estate hereinafter described, at any time that it may see fit, for the purpose of constructing, 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 constructing, 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 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:

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of Davis Drive 120 feet to the point of beginning. All in South Bend, St. Joseph County, Indiana.

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.

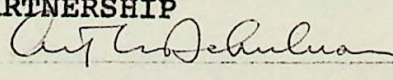
And the said Grantors hereby covenant with the Civil City of South Bend, Indiana, that they are lawfully seized and possessed of the aforescribed tract or parcel of land; that they have a good and lawful right to sell and convey; that it is free from all encumbrances; and that they will warrant and forever 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 the beginning of the world until 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 contract requires.

**GENERAL REALTY COMPANY,
A PARTNERSHIP**

BY



**ARTHUR SCHULMAN
PARTNER**

572

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