

590

EASEMENT - Section 31 Township 37 North Range 3 East

Jackson Road - Thornhill Drive

For Utilities

EX-348

MAIL TO
CECIL J. SAKAUCHI
ATTORNEY'S OFFICE

112355

UTILITY EASEMENT

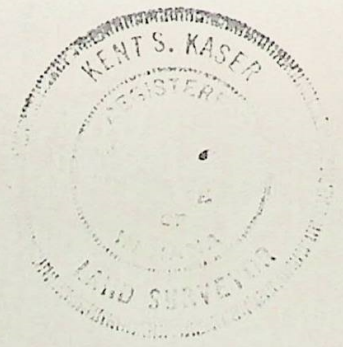
LEGAL DESCRIPTION

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A utility easement located in Section 31, Township 37 North, Range 3 East in Centre Township, City of South Bend, St. Joseph County, Indiana more particularly described as follows:

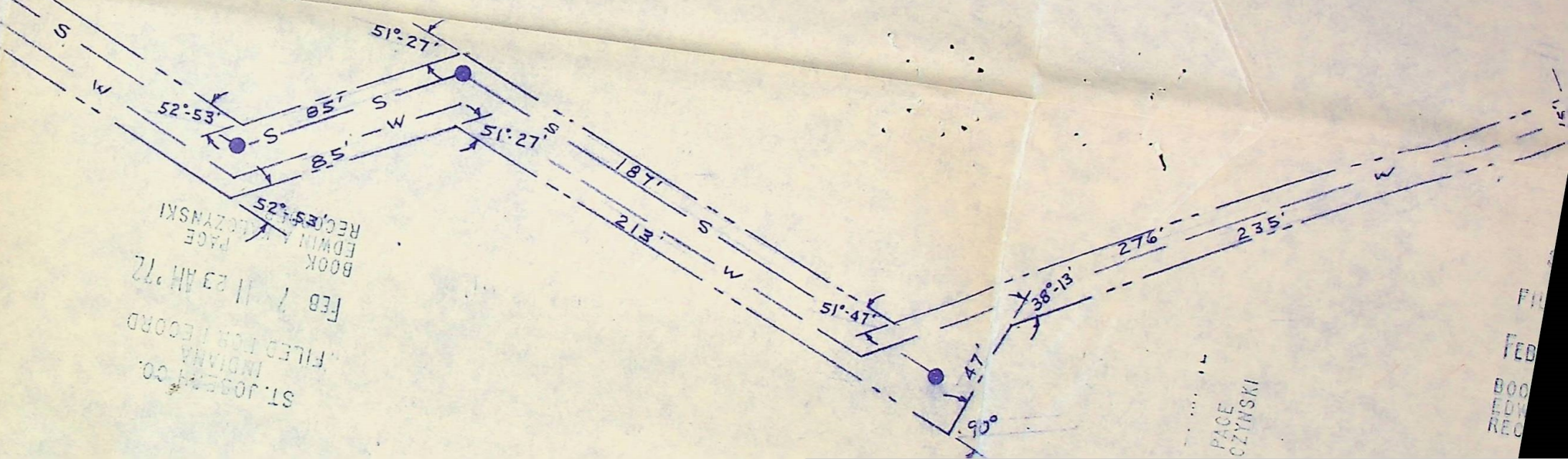
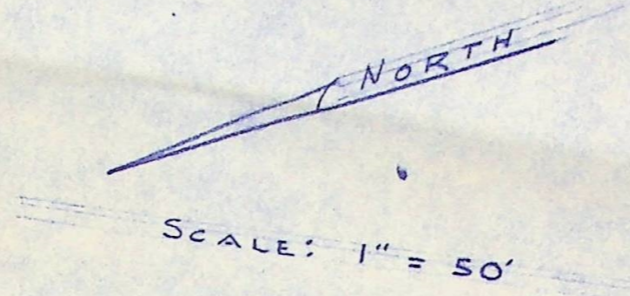
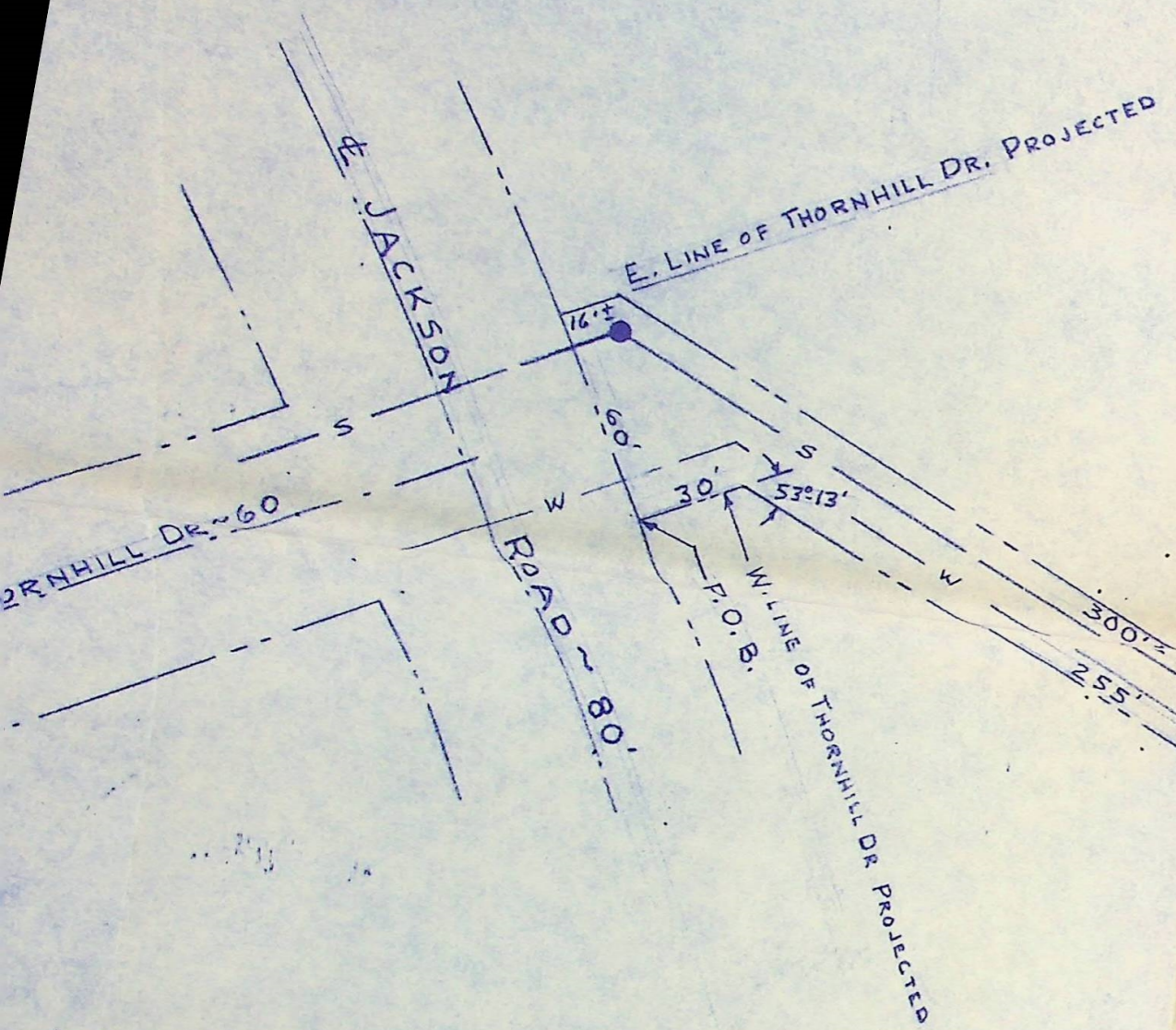
Beginning at a point on the South right-of-way line of Jackson Road, said point of beginning being on the West line of Thornhill Drive projected, thence South along said West line of Thornhill Drive projected a distance of Thirty (30) feet, thence Southwesterly along a line with a deflection angle to the right of 53°-13' a distance of Two Hundred Fifty-five (255) feet, thence Southerly along a line with a deflection angle to the left of 52°-53' a distance of Eighty-five (85) feet, thence Southwesterly along a line with a deflection angle to the right of 51°-27' a distance of Two Hundred Thirteen (213) feet, thence Southeasterly along a line with a deflection angle to the left of 90° a distance of Forty-seven (47) feet, thence Southerly along a line with a deflection angle to the right of 38°-13' a distance of Two Hundred Thirty-five (235) feet, thence Easterly along a line with a deflection angle to the left of 90° a distance of Fifteen (15) feet, thence Northerly along a line with a deflection angle to the left of 90° a distance of Two Hundred Seventy-six (276) feet, thence Northeasterly along a line with a deflection angle to the right of 51°-47' a distance of One Hundred Eighty-seven (187) feet, thence Northerly along a line with a deflection angle to the left of 51°-27' a distance of Eighty-five (85) feet, thence Northeasterly along a line with a deflection angle to the right of 52°-53' a distance of Three Hundred (300) feet more or less to the East line of Thornhill Drive projected, thence North along said East line of Thornhill Drive projected a distance of Sixteen (16) feet more or less to the South right-of-way line of Jackson Road, thence West along said South line of Jackson Road a distance of Sixty (60) feet to the point of beginning.

ST. JOSEPH CO.
INDIANA
FILED BY RECORD
FEB 7 11 23 AM '72
BOOK 749 PAGE 10-13
EDWIN A. MALCZYNSKI
RECORDER



Kent S. Kaser
Kent S. Kaser, RLS

Date: January 3, 1972

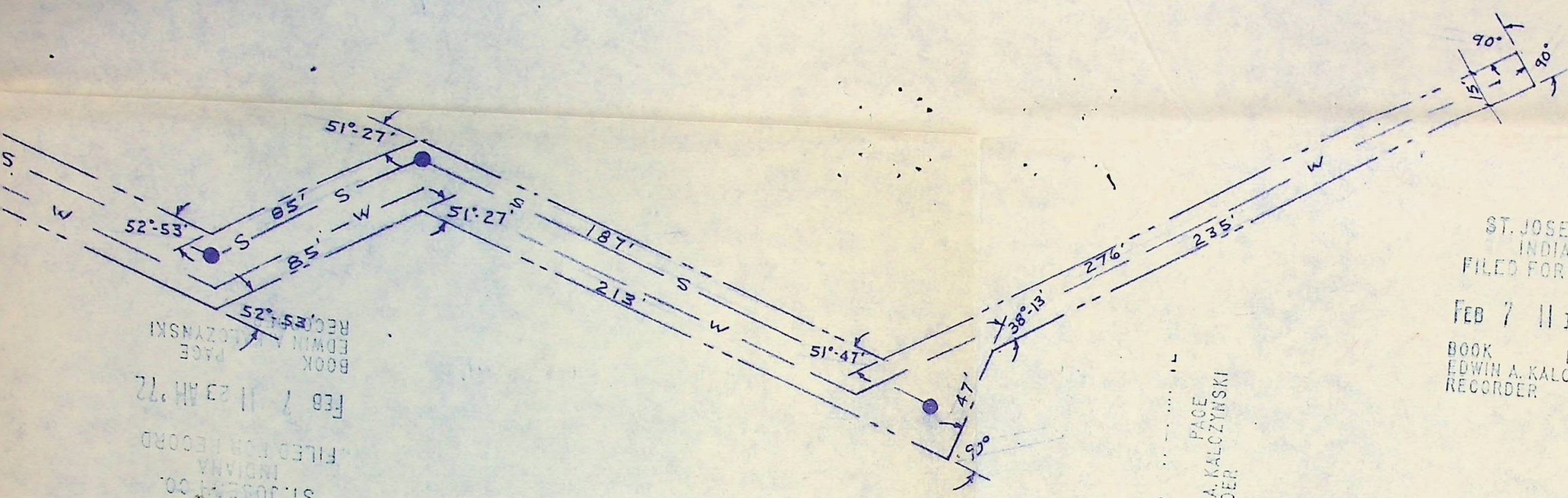


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 BOOK 749 PAGE 12
 EDWIN J. CZYNSKI
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SCALE



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 BOOK
 EDWIN A. KALCZYNSKI
 RECORDER

BOOK
 EDWIN A. KALCZYNSKI
 RECORDER

BOOK 749 PAGE 13



WATER & SEWER EASEMENT
4-H FAIRGROUNDS
SOUTH BEND, INDIANA

KENT S. KASER
 Professional Engineer
 1704 Crestwood Blvd.
 SOUTH BEND, IND. 46635

JAN, 1972

February 10, 1972

Indiana & Michigan Electric Company,
220 West Colfax Avenue,
South Bend, Indiana 46601

Re: City of South Bend - Easement

Attention: Mr. Tom Manuszak

Gentlemen:

Enclosed please find two (2) copies of a damage agreement between Indiana & Michigan Electric Company and the City of South Bend, Indiana, for an easement on land owned by the City.

Will you please sign the copies and return one copy to me for our file.

Thank you for prompt consideration.

Very truly yours,

Freda G. Noble, Clerk
BOARD OF PUBLIC WORKS AND SAFETY

ENCL.

3/6/72 given to Mr. Kurbwood to record

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CITY OF SOUTH BEND

South Bend, Indiana 46601

Jerry J. Miller
Mayor

William J. Richardson, P. E.
City Engineer

January 18, 1972

Re: Easement request from I&M Electric Company

Board of Public Works and Safety
County-City Building
South Bend, Indiana

Gentlemen:

Attached are an easement, damage agreement and map. The requested easement is on property deeded many years ago to the City, presumably for use as a park. The character of the area has changed markedly and over the years, parts of the property were sold. At the present time, the Grand Trunk and Penn-Central railroads bound this property. Access to the property is limited. Most importantly, a trunk sewer and Bowman Creek pass through this property. Even if this property were to be sold, extensive easements would be required so that cleaning and maintenance of the creek and sewer could be done. These easements would severely limit the uses of this property for commercial or business purposes.

Since this property has very little value except to the City, an additional easement will not, in my opinion, adversely affect the property. Therefore, I would recommend that the Board of Public Works and Safety grant this easement to I&M.

Very truly yours,

William J. Richardson, P.E.

DAW/mkm
att.

APPROVED
BOARD OF PUBLIC WORKS & SAFETY

JAN 24 1972

January 24, 1972

To: Charles A. Sweeney, Jr. City Attorney

From: Board of Public Works and Safety

Re: I & M Easement

At its regular meeting held this morning, the Board, upon motion made, seconded and unanimously carried, approved the attached easement from the I & M Electric Company.

It is now being referred to you for your signature. Please return it to me after it is signed.

Freda G. Noble, Clerk
BOARD OF PUBLIC WORKS AND SAFETY

ATT:

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Form No. 8017
(Single Pole) D.A.

INDIANA & MICHIGAN ELECTRIC COMPANY
DAMAGE AGREEMENT

Eas. No. 14.....Map No. 1789.....
W. O. 795/0184.....

ADDRESS

THE UNDERSIGNED:
OWNER City Of South Bend

TENANT None

South Bend, Indiana

HEREBY OFFER to accept the amounts as determined in accordance with the schedule below in full payment for right of way and all damages, except those excluded below, accrued or to accrue by reason of the construction of the electric power line in, over, upon and along the land of the Undersigned under an easement dated, 19, from the Undersigned to the Company, to wit:

SCHEDULE FOR PAYMENT

Per Pole and/or Anchor	On Cultivated Land	On Non-cultivated Land
<i>Right of Way</i>	\$ 5.00	\$-5.00-
<i>Damages</i>	45.00	-20.00-
	<u>\$50.00</u>	<u>-\$25.00-</u>
For Overhang of Wires Only:		
<i>Right of Way & Damages</i>		\$10.00-

The amounts so determined are in full payment of the price specified by said easement for right of way (including all the facilities and equipment for the electric power line) and in full settlement of damages in connection with the construction of the line under the terms of said easement, excluding, however, damages done to fences, gates, drains, ditches, crops, marketable timber and livestock in the construction, operation, and maintenance of said line, and are to be paid by the Company at or prior to the time when construction of the line is commenced on the land of the Undersigned. In the event the provisions of this agreement as to the payment of the amounts so determined in any way conflict with any of the provisions of said easement, this agreement shall control.

Accepted on, 19.....
(Date)

Signed on January 24, 1972
(Date)
Frank Sweeney

INDIANA & MICHIGAN ELECTRIC COMPANY
(Company)

By.....

PAID

AMOUNT	DATE	VOUCHER NO.

This Indenture, made this _____ day of _____, 19____, by and between

whose address is _____ a corporation organized and existing under the laws of the State of _____ (hereinafter called the "Grantor") and INDIANA & MICHIGAN ELECTRIC COMPANY, an Indiana Corporation authorized to do business in the State of Michigan whose street number and post office address is 2101 Spy Run Ave., Fort Wayne, Indiana, (hereinafter called the "Grantee"),

Witnesseth: That for One Dollar (\$1.00) and other good and valuable considerations in hand paid, the receipt of which Grantor hereby acknowledges, Grantor hereby conveys and warrants to Grantee a permanent right of way and easement for one electric power line with the right to the Grantee to locate, construct, reconstruct, erect, operate, use, repair, maintain, renew, remove, inspect, patrol, at any and all times, poles, towers or supported structures, conductors and all necessary or useful facilities and equipment with respect to such line for transmitting electric or other energy, including crossarms, wires, cables, guys, anchors, counter-poises, and all other appurtenant equipment and fixtures (all of the foregoing being hereinafter called collectively "Grantee's Facilities") in, on, along, over, through and across the following described lands (hereinafter called "Premises") situated in Portage Township, County of St. Joseph, State of Indiana, Section 13 Township 37 North Range 2 East more particularly described as follows:

Being the same (or part of the same) property conveyed to City of South Bend by Lorena Pearl Jackson and Irvin W. Jackson by deed dated March 4, 1950, and recorded in Deed Record 491 at page 61, in the office of the Recorder of St. Joseph County, City of South Bend, Indiana to which reference is hereby made for further description.

Together with the right to the Grantee: to cut, to control or eliminate by herbicides, and at its option to remove from the Premises or the lands of the Grantor adjoining the same on either side, any trees, overhanging branches, vegetation, obstacles or obstructions which may endanger the safety or interfere with the installation, use, or enjoyment of all or any of Grantee's Facilities; to add to the number of and relocate at any time or times all of Grantee's Facilities; and of ingress and egress to, over and from the Premises and any adjoining lands of Grantor at any and all times for the purpose of exercising and enjoying any and all the rights hereby vested in Grantee.

It is understood and agreed:

1. The location of the route of the easement shall be established by a center line connecting the center points of the Poles, as constructed on the Premises and/or on adjoining lands.
2. Grantee shall promptly repair or replace all fences, gates, drains and ditches damaged or destroyed by it on the Premises and shall pay Grantor all damages done to crops and livestock on the Premises proximately caused by the construction, operation and maintenance of Grantee's Facilities. Any trees cut will be paid for by Board Measure, using Scribner's Lumber Rules at the market price in vicinity. All claims of Grantor for damages arising under this indenture shall be made at or mailed to the office of Grantee at Fort Wayne, Indiana, within thirty (30) days after such damages shall accrue.
3. Grantee shall pay to Grantor, at or prior to the time when construction of Grantee's Facilities is commenced on the Premises, \$ 50.00 for each Pole and Anchor to be located thereon.
4. Grantor shall have the right to ~~cut, to control or eliminate~~ use the Premises in any way not inconsistent with the easement hereby granted, but no building, structure or obstruction shall be placed by the Grantor under or within 25 feet (measured horizontally) of nearest Pole cable or wire.
5. This indenture contains all the terms and conditions of this easement, express or implied, between the parties hereto and shall be binding upon, and inure to the benefit of, Grantor and Grantee and their respective representatives, successors, assigns, lessees and licensees.
6. Grantor, through its duly authorized officers, certifies under oath that no Indiana gross income tax is due or payable at this time in respect to the transfer made by this indenture.

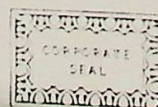
In Witness Whereof the said Grantor has caused these presents to be executed by its duly authorized officers and its corporate seal to be affixed thereto the day and year first above written.

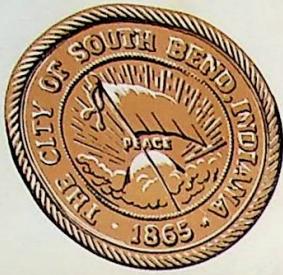
Signed, Sealed and Delivered in Presence of

City Of South Bend

Charles A. Sweany
Grantor
President

Secretary





CITY OF SOUTH BEND

South Bend, Indiana 46601

Jerry J. Miller
Mayor

William J. Richardson, P. E.
City Engineer

January 18, 1972

Re: Easement request from I&M Electric Company

Board of Public Works and Safety
County-City Building
South Bend, Indiana

Gentlemen:

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Very truly yours,

William J. Richardson, P.E.

DAW/mkm
att.

APPROVED
BOARD OF PUBLIC WORKS & SAFETY

JAN 24 1972

APPROVED:	FILE NO. E9
CHECKED:	DWG. NO. R.3.41A.0
TRACED:	DATE: 9-2-71
DRAWN: W. J. ...	SCALE: 1"=200' APPROX.

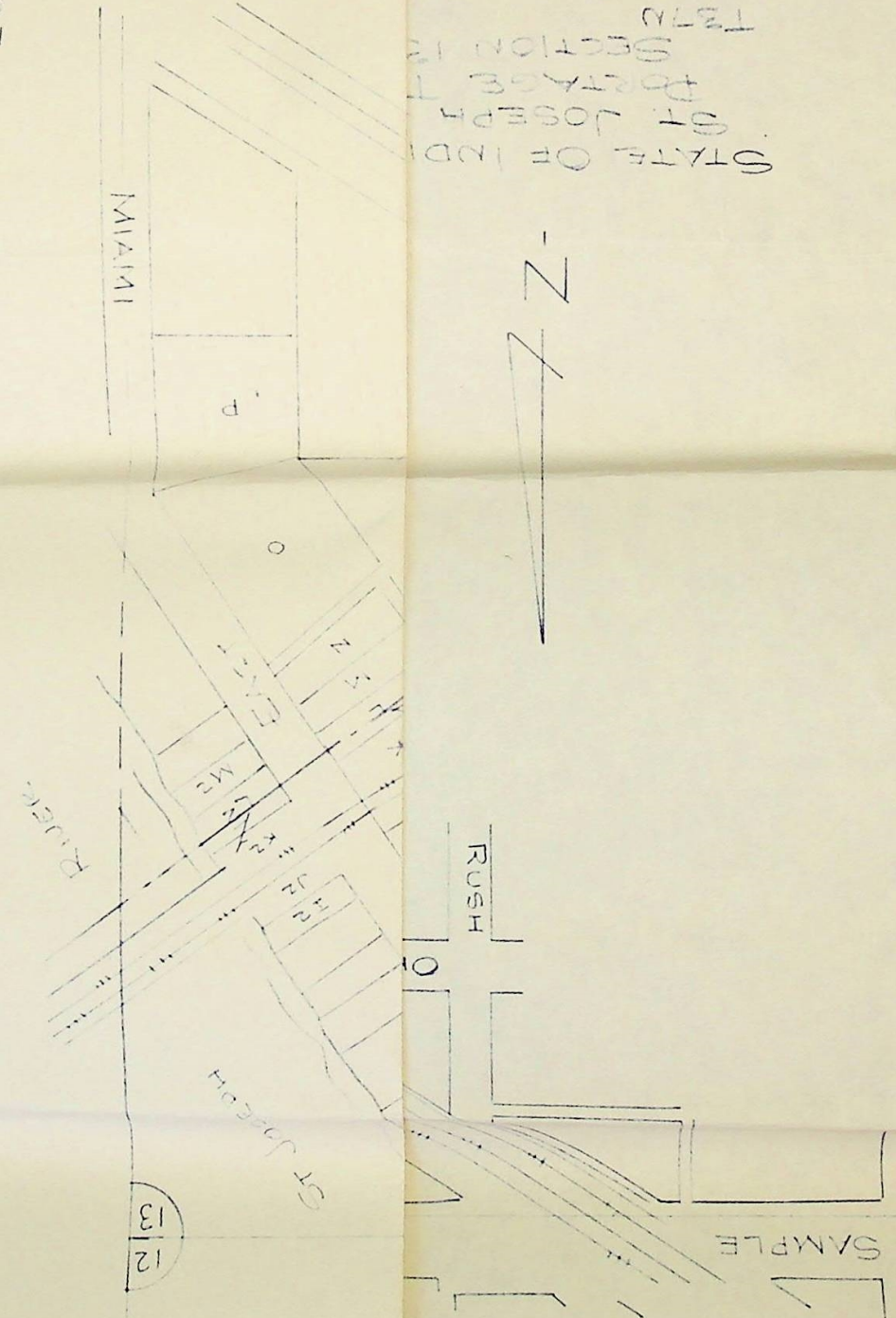
JACKSON RD - SOUTH END
 30' W

INDIANA & MICHIGAN ELECTRIC CO.
 FORT WAYNE, INDIANA

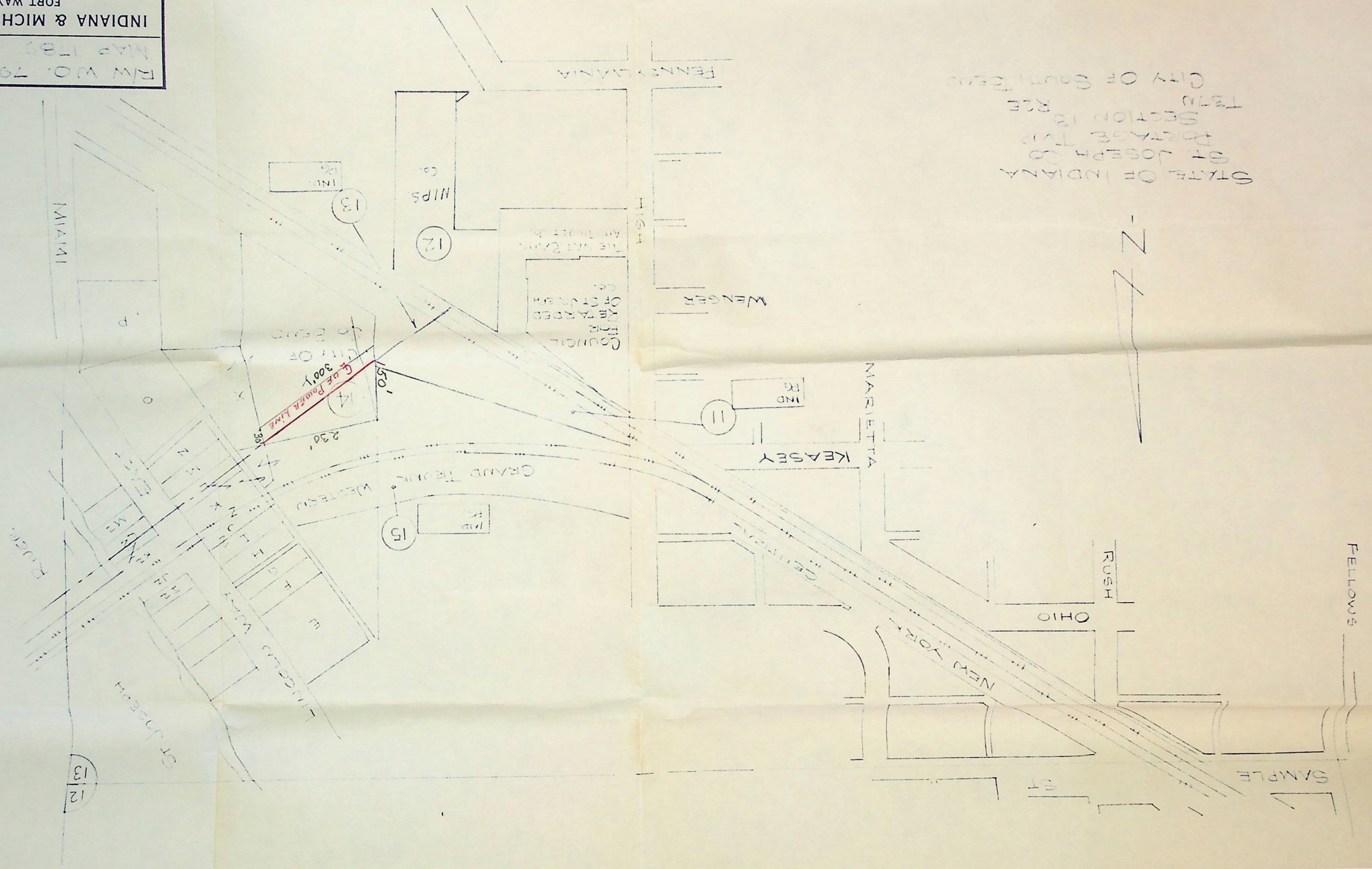
MAP 1789
 R/W W.O. 795/0184

REV - 10-28-71 R.O.P.
 REV 1-17-71

STATE OF IND
 ST JOSEPH T
 PORTAGE T
 SECTION 12
 T37D
 CITY OF SO



STATE OF INDIANA
ST JOSEPH CO
PORTAGE TWP
SECTION 13 R2E
T27N
CITY OF SOUTH BEND



R/W W.O. 709/0184
MAP 1789
INDIANA & MICHIGAN ELECTRIC CO.
FORT WAYNE, INDIANA

Rev - 10-28-91 R.97
REV 9-27-91

APPROVED:	FILE NO. E9
CHECKED:	DWG. NO. R3-4281-0
TRACED:	DATE: 9-2-71
DRAWN: M. J. B.	SCALE: 1" = 200' APPROX.

JACKSON RD - SOUTH END
139 NV

Exp. 3/4/8

MAIL TO

CECHIN Y. SAKAUBCHI
OF ATTORNEYS OFFICE

BOOK

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FEB

BOOK

EDW

REK

UTILITY EASEMENT

LEGAL DESCRIPTION

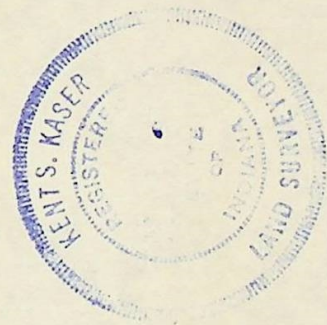
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BOOK
EDWIN A. KALCZYNSKI
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RECORDED



Kent S. Kaser
Kent S. Kaser, RLS

Date: January 3, 1972

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ST. JOSEPH CO.

INDIANA

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FEB 7 11 17 AM '72

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EDWIN A. KALCZYNSKI
RECORDER

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