

594

DEED OF EASEMENT FROM FRANKLIN REALTY CORP. INC.,
TO CITY OF SOUTH BEND. SEC. 26 T 37 R 2East
vicinity of Scott and Jackson

113716

ST. JOSEPH CO.
INDIANA
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*original copy
to Bd of Works
Mrs. Noble
3-8-72
mm*

will pick up

EASEMENT

113716

THIS INDENTURE made this 17th day of December, 1971 by and between INDIANA FRANKLIN REALTY, INC., an Indiana corporation with principal offices in Fort Wayne, Allen County, Indiana, hereinafter called the "Grantor", and the CIVIL CITY OF SOUTH BEND, a municipal corporation in St. Joseph County, Indiana, hereinafter called the "Grantee", WITNESSETH:

That for One Dollar (\$1.00) and other good and valuable consideration in hand paid, receipt of which Grantor hereby acknowledges, Grantor hereby grants, bargains and conveys unto the Grantee a permanent easement for the construction, maintenance and operation of water mains and sanitary and storm sewer or flood control facilities in, through, along and under the surface of a strip of land 15 feet in width located in St. Joseph County, Indiana, and being more particularly described as follows:

Said permanent easement shall extend 7.5 feet on either side of a line entirely in Section 26, Township 37 North, Range 2 East, commencing at the center of said Section 26; thence proceeding East on the centerline of said Section 1040.1 feet; thence proceeding South parallel to the North and South centerline of said Section 1609.5 feet (proceeding bearings and distances quoted from Deed Record 448, page 236) to an original property corner on the South side of U.S. 20, the South Bend By-Pass; thence North 1 degree 29 minutes 42 seconds West 26.38 feet to a point on the South right-of-way line of U.S. 20; thence proceeding North 85 degrees 10 minutes 03 seconds West 15.09 feet along said South right-of-way line to the Point of Beginning; thence proceeding South

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1 degree 29 minutes 42 seconds East approximately 115 feet to a point 32.5 feet northerly and measured perpendicular to a 22-inch Northern Indiana Public Service Company high-pressure gas line; thence proceeding southeasterly approximately 408 feet parallel to and 32.5 feet northerly from, by perpendicular measurement, said high-pressure gas line to the intersection with the centerline of Scott Street extended; thence proceeding southerly approximately 15 feet along the centerline of Scott Street extended to the South property line of the Indiana & Michigan Electric Company, said point being 600 feet North of the North line of Jackson Street and the herein described easements, being entirely on the property of the Indiana & Michigan Electric Company.

In addition, the Grantor hereby grants to the Grantee a temporary easement for sewer construction 40 feet wide adjacent to and North and/or East of the above described permanent easement, the period of said temporary easement expiring in any and all events no later than the 20th day of December, 1971.

The Grantee shall have the right of ingress and egress over the above described real estate at any and all times for the purpose of maintaining and repairing, restoring, removing and renewing any water, sewer or drainage facility.

As part of the consideration for the permanent easement and rights hereinabove granted, said Grantee covenants and agrees with the Grantor herein as follows:

1. The Grantor or its nominee shall have the right to connect at any time into both the water mains and sanitary and storm sewer facilities of Grantee without charge for a connection fee.

2. The sewer or storm or drainage lines and water lines shall be constructed of materials of sufficient strength to support any load that may be placed or installed in, on or over said real estate for the construction, maintenance or operation of electric transmission lines, supporting poles or towers, guys, transformer substations, and other facilities upon the same or traffic that may pass over said easement.

3. Said sewer and water lines shall be constructed and maintained in such a manner as not to interfere with the electric transmission lines, poles or towers, guys and other fixtures of Indiana & Michigan Electric Company located on said real estate, and the trenches in which said sewer and water lines are to be laid shall be carefully refilled and tamped and the surface of said real estate restored. Grantor and Indiana & Michigan Electric Company shall not be liable to Grantee or invitees or persons dealing with Grantee for any damage or injury that may be directly or indirectly caused by or due to the use of said real estate by Grantee.

4. Grantee shall keep and maintain any such lines under the surface of said easement in good repair and condition at all times; and if the Grantee should fail to make necessary repairs promptly after written notice so to do has been given by Grantor or its nominee and such failure would result in damage or threat of damage to the facilities and equipment of Grantor or Indiana & Michigan Electric Company installed in,

upon, under or over said real estate, then such repairs may be made by Grantor or its nominee at the cost and expense of Grantee, which costs and expense Grantee shall pay promptly upon the rendering of bills for the same. However, this shall not be construed as placing Grantor or its nominee under any obligation to make repairs or to give any notice with respect thereto. In addition, Grantee shall provide whatever protection will be necessary for its facilities to avoid damage or liability due to electrolysis or other phenomena, or resulting from lack of lateral or vertical support, Grantee assuming all such risks.

5. The rights hereby granted and the covenants and agreements herein contained shall extend to and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed by its duly authorized officers on the day and year first above written.

R. E. DEPT.
DEPT. CK'D <i>[Signature]</i>
FORM CK'D <i>[Signature]</i>
APPR'D <i>[Signature]</i>

INDIANA FRANKLIN REALTY, INC.

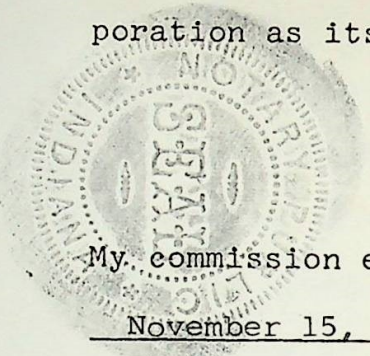
By *[Signature]*
R. M. Kopper, Vice President

Attest:

[Signature]
A. W. Lindahl, Asst. Secretary

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a notary public in and for said County and State, personally appeared R. M. KOPPER and A. W. LINDAHL, to me personally known and known by me to be the Vice President and Assistant Secretary respectively of Indiana Franklin Realty, Inc., and acknowledged the execution of the above and foregoing easement for and on behalf of said corporation as its voluntary act and deed.



Karl H. Horne
Karl H. Horne Notary Public

My commission expires:
November 15, 1973

This instrument was prepared by Warren A. Deahl, attorney at law.

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