

598

DEED OF EASEMENT between the City of South Bend
and Indiana & Michigan Electric Company property
being a part of the property conveyed to the City
by Loreaa Pearl Jackson and Irvin W. Jackson by
Deed dated March 4, 1950 recorded in Deed Record
491 Page 61

DEED OF EASEMENT Form 2A-64 (Corp)

WO No. 795/0184 Easement No. 14 Map No. 1789

This Indenture, made this 24th day of January, 1972, by and between City of South Bend, Indiana by its Board of Public Works & Safety whose address is County-City Building, South Bend, Indiana 113966

a corporation organized and existing under the laws of the State of Indiana (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-poles, 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.

This instrument was prepared by Don Andrew, Employee of Indiana & Michigan Electric Company on its behalf.

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 cultivate or otherwise 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, Indiana By its Board of Public Works & Safety

Thomas R. Manuszak

Charles A. Sweeney, Jr. William J. Richardson James V. Barcome

APPROVED BOARD OF PUBLIC WORKS & SAFETY Member President Member Secretary



57 FILE MAR BOOK EDWIN RECOR

INDIANA & MICHIGAN ELECTRIC COMPANY
DAMAGE AGREEMENT

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

THE UNDERSIGNED:

ADDRESS

OWNER City Of South Bend

South Bend, Indiana

TENANT None

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 JAN 24, 1972, from the Undersigned to the Company, to wit:

SCHEDULE FOR PAYMENT

Per Pole and/or Anchor	On Cultivated Land	On Non-cultivated Land
Right of Way	\$ 5.00	\$-5.00
Damages	45.00	-20.00
	<u>\$50.00</u>	<u>-\$25.00</u>
For Overhang of Wires Only: Right of Way & Damages		\$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 3-3, 1972
(Date)

INDIANA & MICHIGAN ELECTRIC COMPANY
(Company)

By Ken Anderson

APPROVED

BOARD OF PUBLIC WORKS & SAFETY
Signed on JAN 24 1972, 1972
(Date)

Charles W. ...
...
...

PAID

AMOUNT	DATE	VOUCHER NO.

ST. JOSEPH CO.
INDIANA
FILED FOR RECORD
MAR 6 1 52 PM '72
BOOK PAGE
EDWIN A. KALCZYNSKI
RECORDER

(Undersigned)

BOOK 750 PAGE 65