

# 671

DEED OF EASEMENT from Eugene J. McGarvey, Jr. and Nancy E. McGarvey; and Keith E. Vial and Eleanor M. Vial to City of South Bend, Lots Numbered 166 & 167 as shown on Myers and Funk's Third Plat in Chippewa Heights Addition to the City of South Bend, Indiana



Return to: City Atty's Office, 14<sup>th</sup> Fl. County City Bldg.

ST. JOSEPH CO.  
INDIANA  
FILED FOR RECORD

Nov 2 10 12 AM '73  
BOOK PAGE  
EUGENE A. BASKER  
RECORDER

156170

DEED OF EASEMENT

Transfer 73-9220  
Taxing Unit ABC  
Date 11/2/73

THIS INDENTURE, made this 20th day of January,  
1973, by and between Eugene J. McGarvey, Jr. and Nancy E. McGarvey,  
his wife, and Keith E. Vial and Eleanor M. Vial, his wife,

of St. Joseph County, Indiana, hereinafter referred to as "Grantor",  
and THE CIVIL CITY OF SOUTH BEND, INDIANA, hereinafter referred to  
as "Grantee".

WITNESSETH:

That for One Dollar (\$1.00) and other good and valuable  
considerations, the receipt of which is hereby acknowledged, Grantor  
hereby conveys and warrants to Grantee a permanent right of way and  
easement for the construction, operation and maintenance of one  
sewer line to be owned and operated by Grantee in, under and along  
the South Ten (10) feet of the following described real estate in  
St. Joseph County, Indiana, to-wit:

Lots Numbered 166 & 167 as shown on Myers  
and Funk's Third Plat in Chippewa Heights  
Addition to the City of South Bend, Indiana

Together with the right to enter upon said right-of-way  
and easement at any time for any reason, provided such entry is for  
the purpose of giving effect to this grant and the maintenance there-  
of.

It is understood and agreed:

1. Grantor releases and agrees to hold harmless Grantee  
for any and all claims, causes and actions whatsoever arising out  
of the construction, operation and maintenance of said sewer line.
2. Grantee shall promptly repair and replace all drains,  
ditches, pavement and curbs damaged or destroyed by it in the  
maintenance only of said sewer line.
3. Grantor shall have the right to use the right-of-way  
and easement area in any way not inconsistent with the right-of-way.



and easement hereby granted, but no building or structure, other than driveway or parking, shall be placed by Grantor thereon.

4. Grantor reserves the right to tie into said sewer when constructed, at a cost to be agreed upon by the parties hereto. Such reservation is not conditional upon the parties' subsequent agreement as to the cost of tie-in.

5. This indenture contains all the terms and conditions of this easement and shall inure to the benefit of Grantor and Grantee and their respective representatives, successors, assigns, lessees and licensees.

IN WITNESS WHEREOF, the said Grantor has caused this indenture to be executed the day and year first above written.

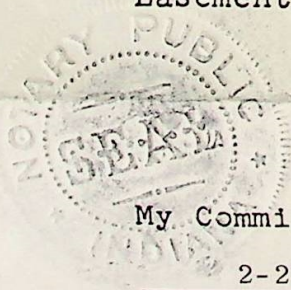
Eugene J. McGarvey, Jr.      Nancy E. McGarvey  
Eugene J. McGarvey, Jr.      Nancy E. McGarvey

Keith E. Vial      Eleanor M. Vial  
Keith E. Vial      Eleanor M. Vial

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

Before me a Notary Public in and for said County and State personally appeared Eugene J. McGarvey, Jr. and Nancy E. McGarvey, his wife, and Keith E. Vial and Eleanor M. Vial, his wife,

and acknowledged the execution of the above and foregoing Deed of Easement.



Gene K. Pierce  
Notary Public

My Commission Expires:  
2-23-76

This instrument was prepared by Jack C. Dunfee, Jr., Attorney at Law



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EUGENE A. BASKER  
RECORDER

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DULY ENTERED FOR TAXATION  
STEPHEN M. EGYHAZI  
AUDITOR

ST. JOSEPH CO., INDIANA

