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EASEMENT - Bernard and Bobbie Bartell - A permanent easement for the construction and maintenance of a trunk sewer located as follows: A 10' wide N. and S. easement taken off of and from the entire E. side of the following described tract of land; to wit, beginning on the S. line of Sec. 19 Twp. 37 N. Range 3 E. at a point 363' due W. of the S.E. corner of said Sec. 19; thence N. on a line parallel with the E. line of said Sec. 19 a distance of 291.6'; thence W. and parallel with the S. line of said Sec. 19 a distance of 149.4' to the point of beginning, also a temporary construction easement 10' wide N. & S. being adjacent to and immediately to the W. of the above described permanent easement, all in the S. E. $\frac{1}{4}$ of Sec. 19, Twp. 37 N. Range 3 E. Portage Twp.

my engineer - 251

EASEMENT

675

In consideration of the sum of

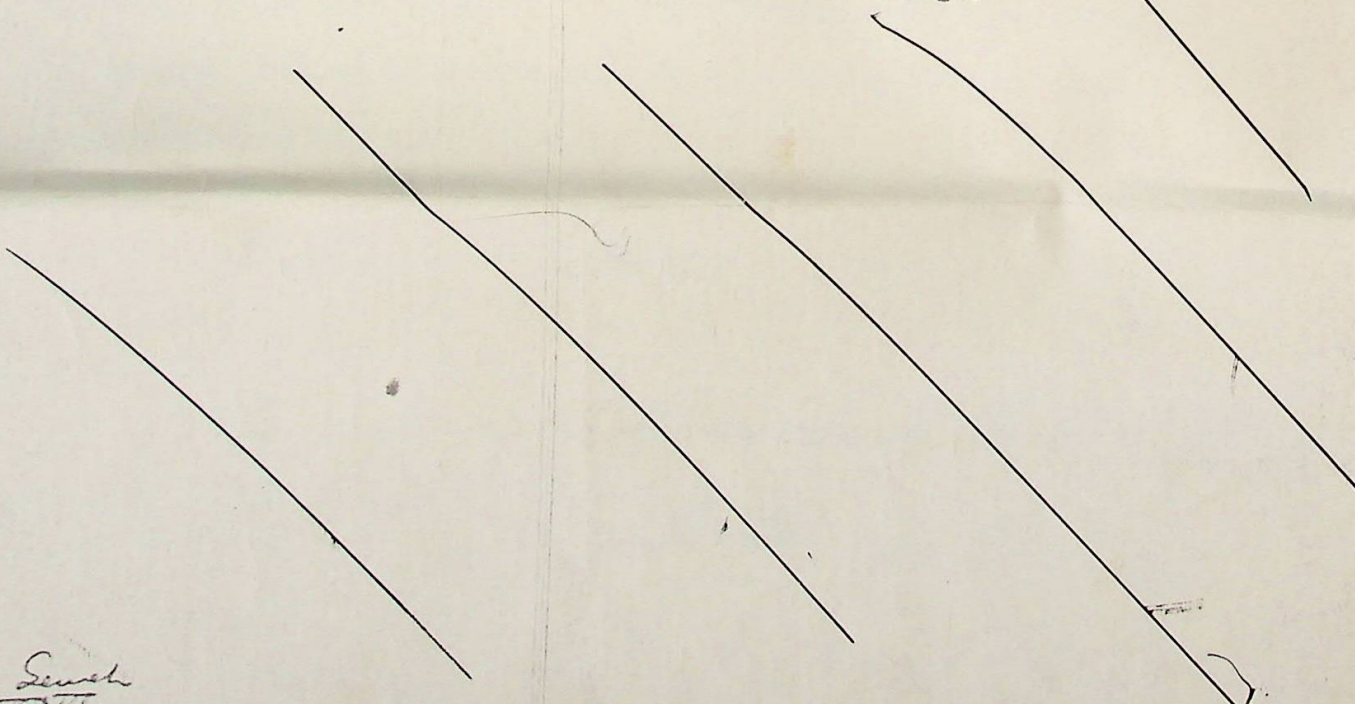
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_____ Dollars cash in hand paid, receipt whereof is hereby acknowledged, the undersigned hereby grant, bargain, sell, convey, transfer, deliver unto the Civil City of South Bend, a permanent easement and right-of-way, for the following purposes namely: 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: A permanent easement for the construction and maintenance of a trunk sewer located as follows; a 10 foot wide North and South easement taken off of and from the entire East side of the following described tract of land; to wit, beginning on the South line of Section 19 Twp. 37 North Range 3 East at a point 363 feet due West of the South East corner of said Section 19; thence north on a line parallel with the East line of said Section 19 a distance of 291.6 feet; thence West and parallel with the South line of said Section 19 a distance of 149.4 feet; thence South 291.6 feet to South line of said Section 19; thence East 149.4 feet to the point of beginning, also a temporary construction easement 10 feet wide North and South being adjacent to and immediately to the West of the above described permanent easement, all in the South East quarter of Section 19, Twp. 37 North Range 3 East Portage Twp., St. Joseph County, Indiana.

Also the City will allow the residence located at 1945 E. Inwood Road to connect their sanitary sewer to the trunk sewer without charge.



Trunk Sewer
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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 afore described 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.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this 3rd day of MARCH, 1973.

ST. JOSEPH CO.
INDIANA
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BOOK PAGE
EUGENE A. BASKER
RECORDER

Bernard B. Bartell
Lobbie M. Bartell

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ST. JOSEPH COUNTY)
STATE OF INDIANA) SS:

Before me, a notary Public, in and for said County and State,
personally appeared Bernard and Bobbie Bartell, 18125 Inwood Road,
South Bend, Indiana 46614

_____, who acknowledged the execution of the above
and foregoing instrument and right-of-way as their free and voluntary
act and deed this 3rd day of March, 1973.



My Commission Expires:
Jan 22, 1975

David A. Wells
Notary Public David A. Wells

This instrument prepared by James Roemer, Attorney.

Frank Sewer
Exps II + VI
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ST. JOSEPH CO.
INDIANA
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RECORDER

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