

681

EASEMENT - Oscar R. and Mary B. Knab - Part of
the E. $\frac{1}{2}$ of the N.E. $\frac{1}{4}$ of Sec. 30, Twp. 37 N.
Range 3 East (See Easement).

146416

INDEXED

ST. JOSEPH CO.
INDIANA
FILED FOR RECORD

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EUGENE A. BASKER
RECORDER

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EASEMENT

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In consideration of the sum of One Thousand, One Hundred Dollars (\$1,100.00) 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 at any time that it may see fit, for the purpose of 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 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 facilities or for flood control purposes, on, over and across the 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 10 foot wide permanent easement and an additional 10 foot wide temporary easement over and across the following described tract of land to wit: Part of the east 1/2 of the N.E. 1/4 of Sec. 30, Twp. 37 North Range 3 east beginning at a point on the east line of said section, 1165.07 feet south of the N.E. corner of said Section 30; thence further south a distance of 223.90 feet; thence due west 501.28; thence due north 223.90 feet; thence due east 501.28 feet to the point of beginning containing approximately 2.5 acres more or less, all in the northeast 1/4 of Sec. 30, Twp. 37 Range 3 East Centre Twp., St. Joseph County, Indiana.

A 10 foot wide permanent easement located as follows: Starting at the N.E. corner of the above described tract of land; thence due west along the north property line of said tract a distance of 443.00 feet to the point of beginning; thence in a straight line in a southeasterly direction to a point in the south property line, which point is 353 feet west of the southeast corner of said tract; thence due east a distance of 10.59 feet; thence in a straight line in a northwesterly direction to a point in the north property line and 10.59 feet east of the point of beginning; thence due west a distance of 10.59 feet to the point of beginning, also a temporary construction easement 10 feet wide along the westerly side and adjacent to the above described permanent easement, all in the (N.E. 1/4) northeast one quarter of Section 30, Twp. 37 North Range 3, East Centre Twp., St. Joseph County, Indiana.

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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 aforementioned 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 and after 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 likewise apply to the masculine gender, whenever the context requires.

As a further consideration, the City agrees that the residence existing at this date at 4021 South Ironwood Drive may hook up to the trunk sewer at no charge. In addition, the City agrees to remove the existing fences in the path of the construction, and after the construction is completed to replace the fence in its present condition. In the event of damage to the fence, the City agrees to repair or replace the damaged portion of the fence. In addition, the City agrees to restore the surface disturbed by the construction at least to the condition that existed prior to construction and to remove all brush, limbs, wood, etc. resulting from clearing of brush and trees incidental to and resulting from the sewer construction.

