

# 684

EASEMENT AND RIGHT-OF-WAY - Richard A. Muessel, Jr. - A permanent right-of-way easement and a temporary easement for grading off of the W. end of the following described tract of land to wit: The N. 5 acres of the N.  $\frac{1}{2}$  of the W. 30 acres of the S.  $\frac{1}{2}$  of the N.W.  $\frac{1}{4}$  of Sec. 29, Twp. 37 N. Range 3 E. a permanent right-of-way easement described as being the E. 34' of the W. 54' of the above described tract of land running approximately 220' along Ironwood Rd. A temporary construction easement for grading and drive reconstruction described as being the E. 30' of the W. 120' of the above same described tract of land, all in the S.  $\frac{1}{2}$  of the N.W.  $\frac{1}{4}$  of Sec. 29, Twp. 37 N. Range 3 East Penn Twp.

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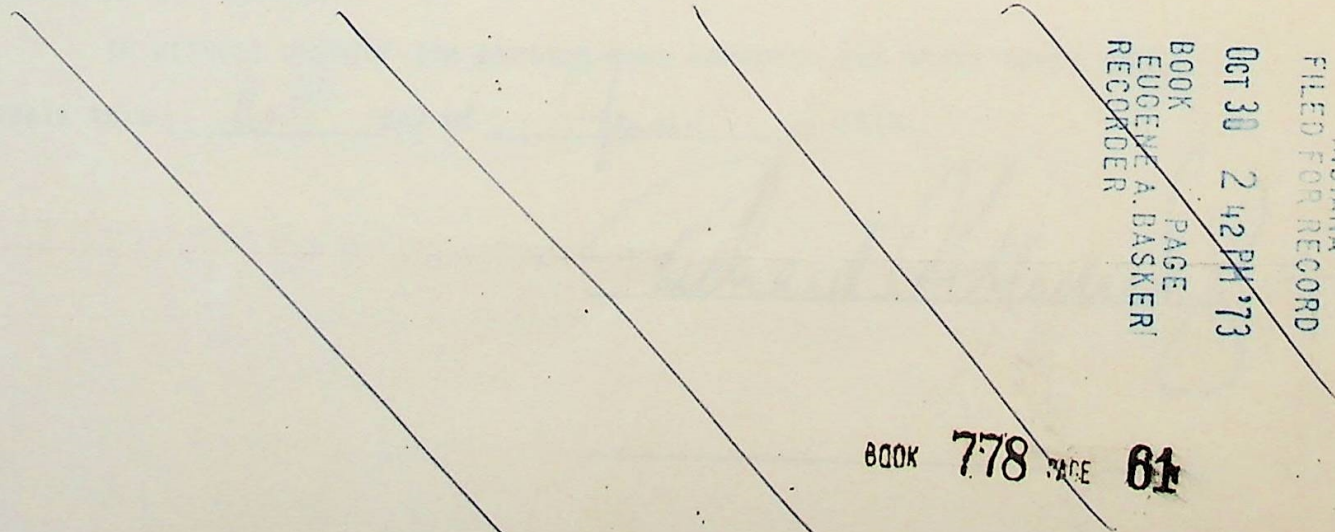
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EASEMENT AND RIGHT-OF-WAY

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In consideration of the sum of for the promises and conveyances  
 described in Exhibit "A" attached hereto, and made a part hereof  
~~receipt follows in body of receipt~~ 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 herein-  
 after 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 right-of-way easement and a temporary  
 easement for grading off of the West end of the following described tract of  
 land to wit; The North 5 acres of the North half of the West 30 acres of the  
 South half of the North West one quarter of Section 29, Twp. 37 North Range 3  
 East a permanent right-of-way easement described as being the East 34 feet of  
 the West 54 feet of the above described tract of land running approximately  
 220 feet along Ironwood Road. A temporary construction easement for grading and  
 drive reconstruction described as being the East 30 feet of the West 120 feet  
 of the above same described tract of land, all in the South half of the North  
 West one quarter of Section 29, Twp. 37 North Range 3 East Penn 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 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 16<sup>th</sup> day of June, 1973.

Richard A. Munnell, Jr.

Exhibit A

The consideration for the Easement and Right of Way hereby granted to Civil City of South Bend is as follows:

1. Civil City of South Bend agrees that the Grantor, Grantor's successors in interest and assigns are hereby conveyed and granted the perpetual right to connect and hook up with any sewers constructed by Civil City of South Bend across or on the easement hereby granted or any sewer constructed by the city of South Bend within One-thousand (1,000) feet of the boundary line of Grantor's real property described herein at any time and for any number of individual connections, provided that all such connections must lead to a user located upon the real property of Grantor described in this Easement and Right of Way. The right of connection and hook up hereby granted shall be without any charge being made by Civil City of South Bend or any other governmental body therefor. This right of connection and hook up without charge shall run with and be part of the real property of Grantor described in this Easement and Right of Way.

2. Civil City of South Bend agrees to restore the property of Grantor herein described after any excavation or grading is completed, leaving the real estate of Grantor which is described in this Easement and Right of Way in a condition satisfactory to the Grantor said restoration to include but not be limited to the following:

- a) rebuilding of driveway located on Grantor's property described herein
- b) rebuilding and resetting retaining walls presently located on Grantor's real property described herein,
- c) transplanting of plant materials located on Grantor's real property described herein,
- d) sloping of Grantor's real property described herein,  
and
- e) replacing the stone gateposts located on Grantor's property described herein.



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