

#695 (b)

EASEMENT AND RIGHT-OF-WAY - Ireland and  
Ironwood Project, R&S 48 - David L. and  
Mary V. Thomas.

Eng. - 257

# 695 (6)

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EASEMENT AND RIGHT-OF-WAY

161653

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In consideration of the sum of Thirteen hundred fifty-nine and 45/100  
(\$1359.45) 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 with 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 construction, 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:

The north end of lots 11 & 12 in the recorded plat of the "Original Town of Highview" more closely described as follows:

- thence; Beginning at the northeast corner of Lot 11;
- thence; west along the north property line of Lots 11 & 12 a distance of 120 feet to the northwest corner of Lot 12,
- thence; due south along the west property line of Lot 12 a distance of 20.21 feet,
- thence; in a north easterly direction in a straight line to a point 10 feet due south of the northeast corner of Lot 11 and in the east property line of Lot 11,
- thence; due north along the east property line of Lot 11 a distance of 10 feet to the northeast corner of said Lot 11 the point of beginning, taken off of and from the entire north end of Lots 11 and 12 in the plat of the "Original Town of Highview" all in the southwest one quarter of Section 29, Twp. 37 North, Range 3 East, Penn Twp., St. Joseph County, Indiana.

Also a temporary easement for slope reconstruction and drive rebuilding described as follows:

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Starting at the northwest corner of Lot 12,  
 thence; due south along the west property line of Lot 12 a distance of 20.21 feet to the true point of beginning,  
 thence; further due south a distance of 29.79 feet,  
 thence; due east a distance of 120 feet to a point on the east property line of Lot 11,  
 thence; due north along the east property line of Lot 11 a distance of 40 feet,  
 thence; in a southwesterly direction in a straight line a distance of 120.43 feet to a point on the west property line of Lot 12, the point of beginning, all in the Plat of the "Original Town of Highview" in the southwest one quarter of Section 29, Twp. 37 North, Range 3 East, Penn Twp., St. Joseph County, Indiana.

This temporary easement will expire October 31, 1974.

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 8 day of Feb., 1974

David L. Thomas

Mary V. Thomas

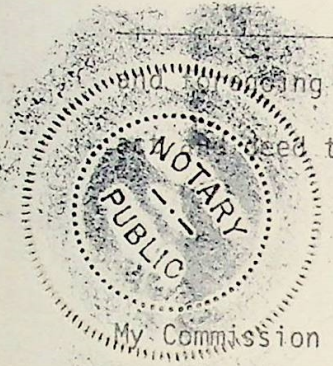
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 INDIANA  
 ST. JOSEPH CO.

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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 David L. and Mary V. Thomas (Husband and wife)  
17928 Ireland 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, did so on this 8th day of February, 1974.



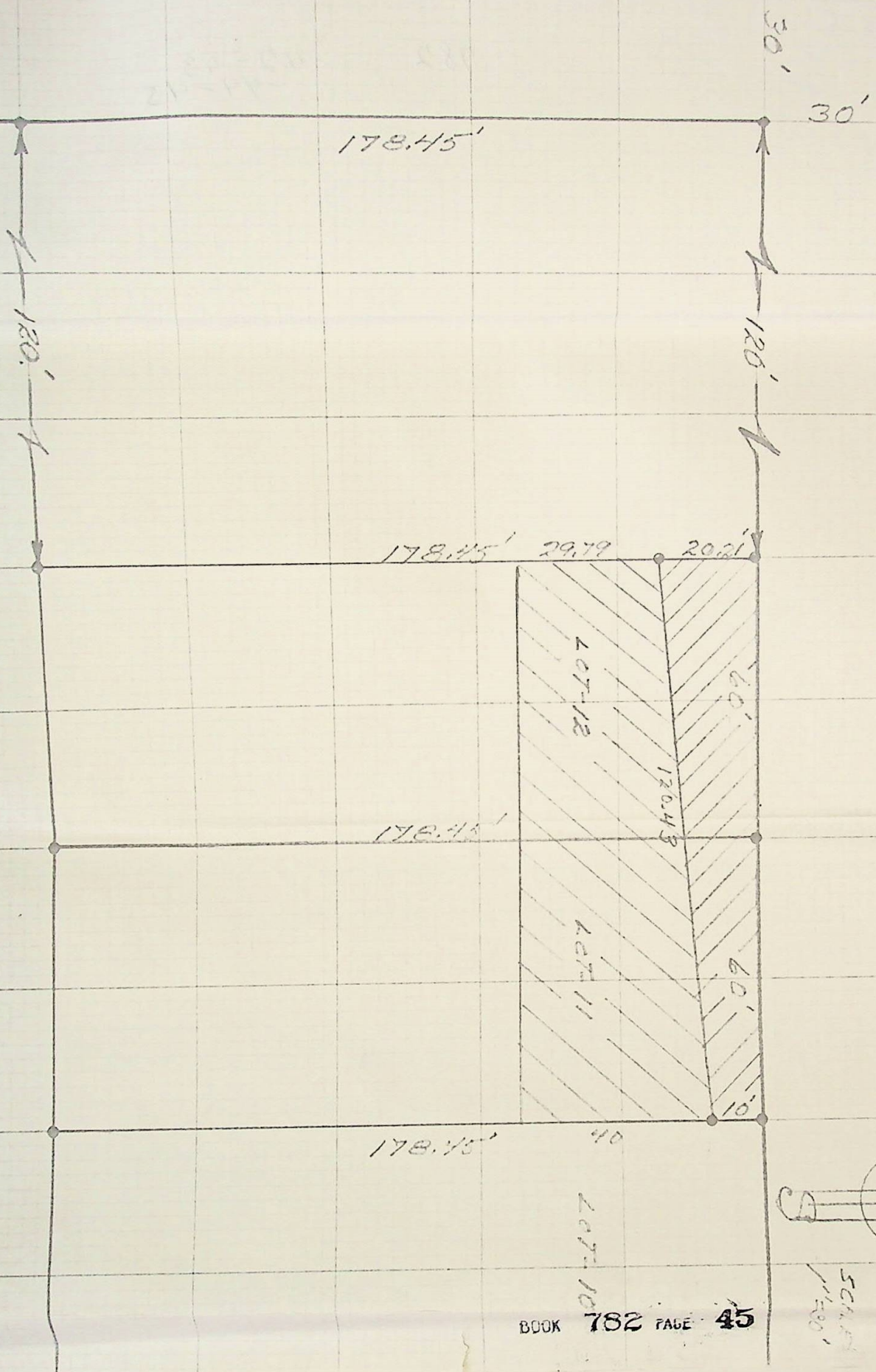
My Commission Expires:  
Jan. 22, 1975

*David A. Wells*  
Notary Public David A. Wells

This instrument prepared by: James A. Roemer, City Attorney.

☐ OF IRONWOOD RD.

S.W. CORNER OF THE S.W. 1/4  
SEC. 29 - T. 33N - R. 3E



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Also a temporary easement for slope reconstruction and drive rebuilding described as follows:

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