

868

AGREEMENT OF EASEMENT (CORRECTIVE)
between Place and Company and the
City of South Bend, Beginning at
a point 270.8 feet east of the
northwest corner of the Southeast
Quarter of the Southeast Quarter
of Section 30, Township 37 North,
Range 3 East, as measured along
the north line of said quarter-
quarter section, this point of
beginning being also the northeast
corner of the plat of Garden Quarter
Section "A", thence south $0^{\circ} 01'$
east 150.0 feet; thence east 14.0
feet; thence north $0^{\circ} 01'$ west
150.0 feet; thence west 14.0 feet
to the point of beginning.

City City -

868

196474

AGREEMENT OF EASEMENT

THIS AGREEMENT made and entered into this 29th day of August, 1975 by and between PLACE & COMPANY, INCORPORATED, hereinafter referred to as First Party, and the Municipal City of South Bend, Indiana, hereinafter referred to as Second Party.

W I T N E S S E T H T H A T :

FOR AND IN CONSIDERATION of One Dollar (\$1.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, including but not limited to the acceptance hereof by the City of South Bend, Indiana, and of the mutual conditions and promises hereinafter stated, First Party does hereby grant to Second Party to have and to hold a right of way and easement with the right, privilege and authority of the Second Party, its assigns, lessees and contractors to construct, operate and maintain a road and other necessary appurtenances thereto, including the right to enter upon the property hereinafter described at any time that it may see fit, under, along, through, and across the property owned by First Party, said property being situated in St. Joseph County, Indiana and described as follows:

Beginning at a point 270.8 feet east of the northwest corner of the Southeast Quarter of the Southeast Quarter of Section 30, Township 37 North, Range 3 East, as measured along the north line of said quarter-quarter section, this point of beginning being also the northeast corner of the plat of Garden Quarter Section "A", thence south 0° 01' east 150.0 feet; thence east 14.0 feet; thence north 0° 01' west 150.0 feet; thence west 14.0 feet to the point of beginning.

ST. JOSEPH CO.
INDIANA
FILED FOR RECORD
SEP 18 10 05 AM '75
BOOK PAGE
EUGENE A. BASKER
RECORDER

IN WITNESS WHEREOF, Place & Company Incorporated, by a duly authorized officer and all the members of the Board of Public Works have hereunto set their hands and seals the day, month and year first above written.

EASEMENT AGREEMENT, Garden Quarter Sect. "A" Date _____

PLACE & COMPANY, INCORPORATED

By Andrew S. Place
Andrew S. Place, President

"First Party"

MUNICIPAL CITY OF SOUTH BEND, INDIANA

By Rollin E. Farrand
Rollin E. Farrand

James V. Barcome
James V. Barcome

James R. Seitz
James R. Seitz

"Second Party"

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

Before me, a Notary Public in and for such County and State, appeared Andrew S. Place, known to me to be President of Place & Company, Incorporated, on the 29th day of August, 1975, and acknowledged the execution of the above and foregoing instrument to be his voluntary act and deed on behalf of such corporation.

Gloria Jean Moore
Gloria Jean Moore

My Commission Expires:
July 14, 1979

CITY OF SOUTH BEND
BOARD OF PUBLIC WORKS

Gentlemen:

I, John A. Muszer certify that I am
Secretary of the Corporation named herein:

That Andrew S. Place who signed this
agreement was then President of said Corporation. That said
agreement is duly signed for and behalf of said Corporation
by authorization of the governing body and is within the scope
of its' Corporate powers.

Corporation Secretary

John A. Muszer
John A. Muszer

CORPORATE SEAL:

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

Before me, a Notary Public in and for such County and State,
appeared John A. Muszer, known to me to Secretary of Place
& Company, Incorporated, on the 29th day of August, 1975,
and acknowledged the execution of the above and foregoing instru-
ment to be his voluntary act and deed on behalf of such corporation.

My Commission Expires:
July 14, 1979

Gloria Jean Moore
Gloria Jean Moore

This agreement is a correction of the
agreement recorded September 26, 1974
and found at Book 792 Page 222.

85H

and found at book 302 page 252.
This agreement is a contracting of the

July 14, 1935

My Commission Expires:

Claris Dean Moore



ment to be his voluntary act and deed on behalf of said AMM Corporation,
and acknowledged the execution of the above and foregoing instru-
a Company, incorporated, on the 30th day of August, 1935,
appeared John A. Waser, known to me as Secretary of Place

Before me, a Notary Public in and for such County and State,

ST. JOSEPH COUNTY)
STATE OF INDIANA) ss:

Corporation Secretary

John A. Waser
John A. Waser



of its, Corporate powers.

By authorization of the governing body and is within the scope
agreement is duly signed for and behalf of said Corporation.
agreement was then President of said Corporation. That said

That Andrew J. Place who signed this

Secretary of the Corporation named herein:

I, John A. Waser hereby certify that I am

Notary Public

BOARD OF PUBLIC WORKS
CITY OF SOUTH BEND

ST. JOSEPH CO.
INDIANA RECORD

FILED FOR RECORD

SEP 18 10 05 AM '35
418-420

BOOK PAGE
EUGENE A. BASKER
RECORDER

INDEXED

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Andrew S. Place, President

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By Rollin E. Farrand
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) SS:
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Gloria Jean Moore
Gloria Jean Moore

My Commission Expires:
July 14, 1979

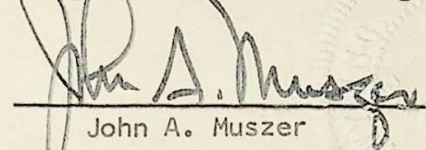
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Corporation Secretary



John A. Muszer

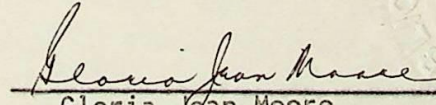
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) SS:
ST. JOSEPH COUNTY)

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Gloria Jean Moore

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and found at Book 792 Page 222.



JERRY J. MILLER
MAYOR

CITY OF SOUTH BEND

SOUTH BEND, INDIANA 46601

CENTRAL PURCHASING
COUNTY CITY BLDG.

227 W. JEFFERSON BLVD. 219 284-9218

Claim No. _____

Warrant No. _____

TO: []

ST. JOSEPH COUNTY RECORDER
County-City Complex
South Bend, Indiana

SHIP TO: County-City Bldg., Room _____
 Municipal Service Facility, _____
 703 West Sample _____
 Park Dept. _____
 Water Works _____
 Waste Water Treatment, _____
 3115 Riverside Drive _____

REQUISITION NUMBER _____
DEPARTMENT OR DIVISION <u>05</u>
ACCOUNT NUMBER <u>00 0261.2 000</u>
BID OR CONTRACT NUMBER _____
BID OR CONTRACT DATE _____
VENDOR'S NUMBER _____
PSEUDO NUMBER _____

Date 9-5-75

NOTICE TO VENDOR

- Show purchase order number on all invoices, packages, delivery slips and correspondence.
- Enclosed claim must be returned with authorized signature on your invoice for prompt payment.
- If vendor delivers any merchandise without valid purchase order, no liability exists for City of South Bend.
- All goods subject to inspection and rejection (freight at vendor's expense), not withstanding prior payment to secure cash discount.
- Vendor accepts this order at listed price, or lowest prevailing market price. No price increase allowed after acceptance.
- City of South Bend reserves right to cancel all or part of this order if delivery is not made when and as specified.
- MAIL ALL INVOICES, CLAIMS, CORRESPONDENCE, TO CENTRAL PURCHASING OFFICE.
- If subject to cash discount, please indicate on invoice or claim.

DELIVERY DATE _____

All Deliveries, F.O.B. City Address

FEDERAL EXCISE TAX EXEMPTION
35-6001201
INDIANA SALES TAX EXEMPTION
#84495

Appr. Bal. Brgt. Frd. \$ _____

Quantity	Items and Description	Price	Total
	RECORDING FEE: Recording of corrective Agreement of Easement between Place & Co., Inc. and the Municipal City of South Bend which corrects legal description of Agreement recorded 9/26/74, Book 792, Page 222. (3 pages)		\$4.50

SIGN AND RETURN WITH INVOICE

Katherine A. Barker
Vendor Signature
St. Joseph City Recorder
Vendor Title

9-18-75
Date

CLAIM

APPRO. BAL. \$ _____
J. A. Roman
Department or Division Head
9/8
Date

Pursuant to the provisions and penalties of Chapter 155-SB 288 (7/1/53), Acts of 1953, I hereby certify that the foregoing account is true and correct; that the amount claimed is legally due, after allowing all just credits, and that no part of same has been paid.

Claim No. _____ Warrant No. _____

In Favor Of

ST. JOSEPH COUNTY RECORDER

\$4.50

On Account Of Appropriation

For Recording Fee

Dept. 05

Acct. 00 0261.2 000

Allowed _____ 19 _____

Amount Allowed \$ _____

Deductions _____

Signature

Signature

Signature

APPROVED: BOARD OF PUBLIC WORKS
PARK BOARD
UTILITIES BOARD

I have examined this Claim and hereby certify as follows:
That it is duly authenticated as required by law.

That it is in proper form.

That it is based upon { Contract
Statutory Authority

That it is apparently correct.

City Controller

I certify that the within bill is true and correct; that the supplies and materials therein itemized and for which charge is made were ordered and were necessary to the public business; that each and every item has been delivered to City of South Bend at prices mentioned, and was in accordance with contract, and that receipt is acknowledged by department affected, except

Central Purchasing Office

_____, 19 _____

Terry -
Please

Wivaldi:
check Terry's
notes on the
next step -
I check
it has to be
duly recorded -
copy to
Pat DeBerg

KC.

9-7-75

1920 RIDGEDALE ROAD
SOUTH BEND, INDIANA 46614

PLACE
AND COMPANY, INC. 



Kathleen Cekanski
Deputy City Attorney
City of South Bend
County-City Building
South Bend, Indiana 46601