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UTILITY EASEMENT from City of South Bend to Indiana Bell Telephone Co., Commencing 350.00' S. of the N.E. corner of the S.E. $\frac{1}{4}$ of Section 25, Township 37 N., Range 2 E.; THENCE, W. 30.00' parallel to the N. line of the said S. E. $\frac{1}{4}$ to the point of beginning.

SEE EASEMENT

EXCHANGE South Bend-291
RECORD SECTION _____

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The undersigned, in consideration of the sum of one and no/100 Dollars (\$ 1.00) and other consideration, receipt of which is hereby acknowledged, hereby grants unto Indiana Bell Telephone Company, Incorporated, its successors and assigns, a right of way and easement to install, construct, operate, maintain, repair, supplement and remove, at any time or times hereafter, its communication systems consisting of poles, anchors, conduits, manholes, cables, wire and fixtures as it may from time to time require or deem proper therefore, in, under and upon a strip of land located in Section 25, Township 37N, Range 2E, Township of Centre, County of St. Joseph, State of Indiana, more particularly described as follows:

- Commencing 350.00 feet South of the Northeast corner of the Southeast Quarter of Section 25, Township 37 North, Range 2 East;
- THENCE, West 30.00 feet parallel to the North line of the said Southeast Quarter to the point of beginning;
- THENCE, further West parallel to the North line of the said Southeast Quarter a distance of 120 feet;
- THENCE, South parallel to the East line of the said Southeast Quarter a distance of 20 feet;
- THENCE, East parallel to North line of the said Southeast Quarter a distance of 100 feet;
- THENCE, South parallel to the East line of the said Southeast Quarter a distance of 186.45 feet, more or less to the granters South property line;
- THENCE, East a distance of 20.00 feet along said South property line;
- THENCE, North along a line 30.00 feet West of and parallel to the East line of said Quarter Section, a distance of 206.45 feet more or less to the point of beginning.

Also the right of ingress and egress over and across said strip and land adjacent to said strip for the purpose of exercising the rights herein granted.

The Grantee agrees to be responsible and pay for all damages to the Grantor's property and/or crops that have been caused by the construction and maintenance of said communication system.

The Grantor reserves, after the completion of said system the full use of the land which is not inconsistent with the existence and maintenance of said communication system but does agree to notify the Grantee of any proposed change in elevation or grade within the area of said easement.

Witness our hands this 8 day of December, 1975, at South Bend, Indiana.

ST. JOSEPH CO.
INDIANA
FILED FOR RECORD

JAN 12 9 49 AM '76

BOARD OF PUBLIC WORKS
CITY OF SOUTH BEND

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RECORDED

Rollan E. Farrand
Rollan E. Farrand

James R. Seitz
James R. Seitz

James V. Barcome
James V. Barcome

ATTEST: Patricia DeClercq
Clerk of the Board
Patricia DeClercq