

989

EASEMENT AND RIGHT-OF-WAY from Board of Commissioners of St. Joseph County to City of South Bend, A permanent right-of-way easement described as follows: Beginning at a point 660' W. of and 20' S. of the N.E. corner of Sec. 28, Twp. 38 N., Range 2 E. German Twp. (SEE DEED)

BOOK 821 PAGE 544

BOOK PAGE
STEPHEN EGYHAZI
RECORDER

SEP 3 11 25 AM '76


ST. JOSEPH CO.
INDIANA
FILED FOR RECORD

EASEMENT AND RIGHT-OF-WAY 219486

In consideration of the sum of One (\$1.00)

_____ 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 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 described as follows: Beginning at a
 point 660 feet West of and 20 feet South of the Northeast corner of Section 28,
 Twp. 38 North, Range 2 East, German Twp., St. Joseph County, Indiana; thence
 due South 20 feet; thence due West along a line 40 feet South of and parallel
 to the North line of said Section 28 a distance of 306 feet more or less;
 thence due North 20 feet; thence due East along a line 20 feet South of and
 parallel to the North line of said Section 28 a distance of 306 feet to the
 point of beginning. Also a temporary construction easement described as
 follows. Beginning 966 feet West of and 40 feet South of the Northeast corner
 of said Section 28; thence due East a distance of 78.37 feet along a line 40
 feet South of and parallel to the North line of said Section 28; thence in a
 southwesterly direction to a point 966 feet West of and 90 feet South of the
 Northeast corner of said Section 28 a distance of 92.96 feet; thence due North
 a distance of 50 feet to the point of beginning all taken off of and from the
 North end of the following described 2 acre tract of land beginning at a
 point 660 feet West of the Northeast corner of Section 28, Twp. 38 North,
 Range 2 East; thence due South a distance of 280' thence due West a distance
 of 306 feet; thence due North a distance of 280 feet; thence due East a
 distance of 306 feet to the point of beginning all in the West half of the
 East half of the Northeast quarter of Section 28, Twp. 38 North, Range 2 East,
 German Twp., St. Joseph County, Indiana.



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 aforescribed 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.

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IN WITNESS WHEREOF the parties have hereunto set their hands
and seals this 31st day of August, 1976.

BOARD OF COMMISSIONERS OF
ST. JOSEPH COUNTY

Richard T. Larsson
Don Michael Kelley
Richard Jasenski

Attest:

Eugene Baster
County Auditor

This instrument prepared by the City of South Bend, Indiana

50

219486

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INDIANA
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BOOK 821 PAGE 544 to 546
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