

#1052

PERMANENT EASEMENT -

O'BRIEN CORPORATION -

Beginning at a point $4\frac{1}{2}'$ west of the N.E. corner of Lot 30 in College Grove Add., thence N. on a line parallel to the E. line of Lot 30 a distance of 10.00'; thence E. on a line parallel with the N. lines of Lots 29 and 30 a distance of 105.00'; thence S. on a line parallel to the W. Lot Line of Lot 29 a distance of 10.00' to a point on the N. line of Lot 29, said point being 37.00' east of the N.W. corner of Lot 29, extended across vacated Johnson Street, and the N. line of Lot 30, a distance of 105.00' to the point of beginning and containing 0.026 Acres, more or less.

191179

PERMANENT EASEMENT

In consideration of the sum of One Dollar (\$1.00) cash in hand paid and other valuable consideration, receipt of which is hereby acknowledged, the City of South Bend, a municipal corporation of the State of Indiana, hereby grants unto The O'Brien Corporation, a permanent easement hereinafter described, which is located within the boundaries of a tract or parcel of land situated in College Grove Addition, being a part of the northeast quarter of Section 10, Twp. 37 North, Range 2 East in the City of South Bend, St. Joseph County, Indiana, and described as follows:

Beginning at a point 4-1/2 feet west of the Northeast Corner of Lot 30 in College Grove Addition; thence North on a line parallel to the East line of Lot 30 a distance of 10.00 feet; thence East on a line parallel with the North lines of Lots 29 and 30 a distance of 105.00 feet; thence South on a line parallel to the West Lot line of Lot 29 a distance of 10.00 feet to a point on the North line of Lot 29, said point being 37.00 feet east of the Northwest Corner of Lot 29; thence West on and along the North line of Lot 29, extended across vacated Johnson Street, and the North line of Lot 30, a distance of 105.00 feet to the point of beginning and containing 0.026 Acres, more or less,

to have and to hold the said easement unto The O'Brien Corporation and unto its successors and assigns forever.

And the said Grantor hereby covenants with The O'Brien Corporation, that said tract of land is a part of a public street in the City of South Bend described as Orange Street, that it is lawfully seized and possessed of the aforesaid tract or parcel of land; that it has a good and lawful right to convey; that it is free from all encumbrances; and that it 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 Grantor hereby releases all claims for damage, from whatever cause, incidental to the exercise of any of the rights herein granted to this date.

July 1, 1975

To: Robert M. Parker - Deputy City Attorney

From: Board of Public Works

Re: O'Brien Corporation Easement

Attached is a corrective easement between the City of South Bend and the O'Brien Corporation which was approved by the Board of Public Works on June 30, 1975. The easement is being returned to you for recording.

BOARD OF PUBLIC WORKS

Patricia DeClercq, Clerk

mp
Att.

And as a further consideration for the payment of the purchase price above stated, the Grantor hereby releases all claims for damage, from whatever cause, incidental to the exercise of any of the rights herein granted to this date.

Department of Law
South Bend, Indiana

INTER-OFFICE MEMO

Date June 24, 1975

TO: Board of Public Works
FROM: Robert M. Parker , Chief Deputy City Attorney
SUBJECT: O'Brien Corporation Easement.

The attached is a corrective easement to one which was dated February 24, 1975 to The O'Brien Corp. which deeded them the right to place and operate their dock in a part of the right-of-way.

Subsequent conversations with Leonard Miller of The O'Brien Corp. showed that they required an extra 2-1/2 feet for the operation of their fork lift trucks. This new easement thus extends the beginning point from 2 feet west of the northeast corner to a distance 4-1/2 feet west of the northeast corner of Lot 30.

Robert M. Parker

RMP:az

att.

And as a further consideration for the payment of the purchase price above stated, the Grantor hereby releases all claims for damage, from whatever cause, incidental to the exercise of any of the rights herein granted to this date.

PERMANENT EASEMENT

In consideration of the sum of One Dollar (\$1.00) cash in hand paid and other valuable consideration, receipt of which is hereby acknowledged, the City of South Bend, a municipal corporation of the State of Indiana, hereby grants unto The O'Brien Corporation, a permanent easement hereinafter described, which is located within the boundaries of a tract or parcel of land situated in College Grove Addition, being a part of the northeast quarter of Section 10, Twp. 37 North, Range 2 East in the City of South Bend, St. Joseph County, Indiana, and described as follows:

Beginning at a point 4-1/2 feet west of the Northeast Corner of Lot 30 in College Grove Addition; thence North on a line parallel to the East line of Lot 30 a distance of 10.00 feet; thence East on a line parallel with the North lines of Lots 29 and 30 a distance of 105.00 feet; thence South on a line parallel to the West Lot line of Lot 29 a distance of 10.00 feet to a point on the North line of Lot 29, said point being 37.00 feet east of the Northwest Corner of Lot 29; thence West on and along the North line of Lot 29, extended across vacated Johnson Street, and the North line of Lot 30, a distance of 105.00 feet to the point of beginning and containing 0.026 Acres, more or less,

to have and to hold the said easement unto The O'Brien Corporation and unto its successors and assigns forever.

And the said Grantor hereby covenants with The O'Brien Corporation, that said tract of land is a part of a public street in the City of South Bend described as Orange Street, that it is lawfully seized and possessed of the aforesaid tract or parcel of land; that it has a good and lawful right to convey; that it is free from all encumbrances; and that it 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 Grantor hereby releases all claims for damage, from whatever cause, incidental to the exercise of any of the rights herein granted to 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.

This instrument is a corrective easement for an instrument dated February 24, 1975 between the parties hereto, which easement was recorded in Book 798 at Page 181 in the Office of the Recorder of St. Joseph County.

IN WITNESS WHEREOF the parties have hereunto set their hands and seal this 30 day of June, 1975.

CITY OF SOUTH BEND, INDIANA by its
BOARD OF PUBLIC WORKS

ATTEST:

Patricia DeClercq
Patricia DeClercq
Clerk of the Board of
Public Works

Rollin E. Farrand
James R. Seitz
James V. Barcome

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

Before me, a Notary Public, in and for said County and State, personally appeared Rollin E. Farrand, James R. Seitz
and James V. Barcome

known to me and constituting the Board of Public Works, City of South Bend, Indiana, who acknowledged the execution of the above and foregoing instrument as their free act and deed this 30th day of June, 1975.

My commission expires:
January 22, 1979

David A. Wells
Notary Public
David A. Wells

This instrument was prepared by Robert M. Parker, Attorney, 609 Odd Fellows Bldg., South Bend, Indiana 46601.