

1094

EASEMENT AND RIGHT-OF-WAY from Robert A. and Patricia A. DeWolf to City of South Bend, A 7.5' wide (measured east and west) permanent easement described as being the west 7.5' of the east 15' off of and from the entire east end of Lot No. 7 in Part of Crest Manor Sub. Sec. 1, all in the west $\frac{1}{2}$ of Sec. 31, Twp. 37 N., Range 3 E., Centre Twp., St. Joseph County, IN. This 7.5' wide easement is immediately west of and adjacent to the existing 7.5' wide easement along the entire east end of said Lot No. 7.

(CREST MANOR SEWER)



CITY of SOUTH BEND

PETER J. NEMETH, Mayor

COUNTY-CITY BUILDING SOUTH BEND, INDIANA 46601

BOARD OF PUBLIC WORKS

Patrick M. McMahon, P.E., President
Thomas J. Brunner, Jr.
Peter H. Mullen

219/284-9412

October 5, 1977

Mr. & Mrs. Robert A. De Wolf
5628 Miami Road
South Bend, Indiana

Dear Mr. & Mrs. De Wolf:

The Board of Public Works has accepted and recorded the easement agreement in connection with the Crest Manor Sewer Project. Enclosed you will find one copy of the easement for your records.

Very truly yours,

BOARD OF PUBLIC WORKS

Patricia DeClercq, Clerk

PDC/mp
Enclosure

PAGE
H. GOOREMAN
ORDER
8 56 AM '77
JOSEPH CO.
INDIANA
FOR RECORD

Hold
with 5.00
was

Board of Public Works

7708363

#1094

Lot - 7

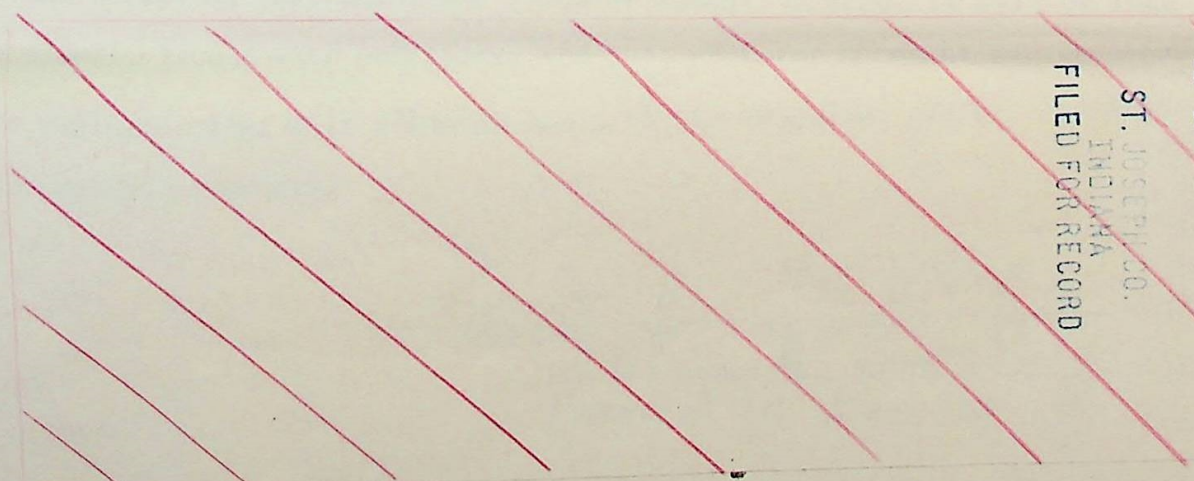
EASEMENT AND RIGHT-OF-WAY

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 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:

A 7.5' wide (measured east and west) permanent easement described as being the west 7.5 feet of the east 15 feet off of and from the entire east end of Lot No. 7 in Part of Crest Manor Subdivision Section One, all in the west one-half of Section 31, Township 37 North, Range 3 East, Centre Township, St. Joseph County, Indiana. This 7.5 feet wide easement is immediately west of and adjacent to the existing 7.5 feet wide easement along the entire east end of said Lot No. 7.

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SEP 28 8 56 AM '77
ST. JOSEPH CO.
INDIANA
FILED FOR RECORD

BOOK _____ PAGE _____
AUGUST H. BOOREMAN
RECORDER

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.

Robert A. De Wolf

ROBERT A. DE WOLF

Patricia A. DeWolf

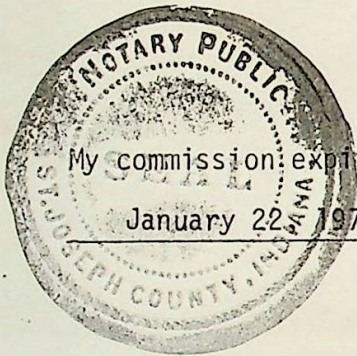
PATRICIA A. DeWOLF

7708363

ST. JOSEPH COUNTY)
STATE OF INDIANA) SS:

Before me, a Notary Public, in and for said County and State,
personally appeared Robert A. & Patricia A. DeWolf, 5628 Miami 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 and deed this 7th day of September, 1977,



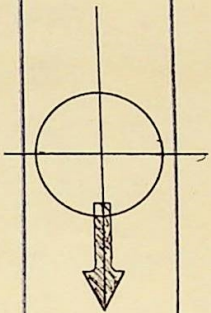
My commission expires :
January 22, 1979

David A. Wells
Notary Public
David A. Wells

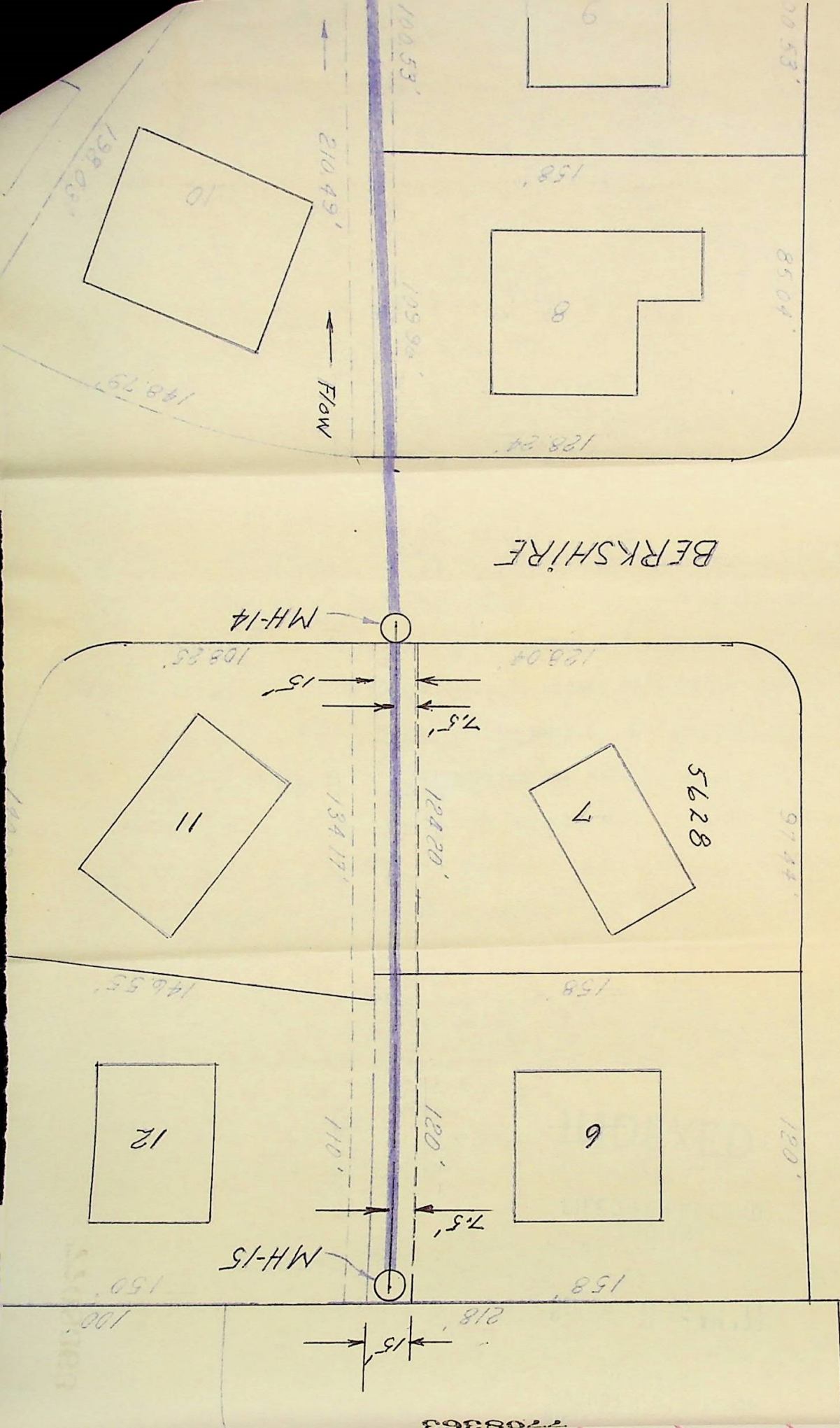
This instrument prepared by Thomas J. Brunner, Jr., City Attorney.

MIAMMI

R.D.



BERKSHIRE



BOOK PAGE
AUGUST H. GOOREMAN
REORDER

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REORDER

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