

1124

DEED OF EASEMENT from Dr. Robert R. Allen and Dorothy A. Allen to City of South Bend, Parts of the Southeast Quarter of Section 25, Township 37 North, Range 2 East, situate in Centre Township, St. Joseph County, State of Indiana.

(SEE EASEMENT)



CITY of SOUTH BEND

PETER J. NEMETH, Mayor

COUNTY-CITY BUILDING SOUTH BEND, INDIANA 46601

BOARD OF PUBLIC WORKS

219/284-9412

Patrick M. McMahon, P.E., President

Thomas J. Brunner, Jr.

Peter H. Mullen

March 6, 1978

Dr. & Mrs. Robert R. Allen
3104 Robinhood Lane
South Bend, Indiana

Dear Dr. & Mrs. Allen:

The Board of Public Works has accepted the Deed of Easement for a sewer easement on the property located at Ireland Road and High Street. Enclosed is one copy of the recorded deed for your records.

Very truly yours,

BOARD OF PUBLIC WORKS

Patricia DeClercq
Patricia DeClercq, Clerk

PDC/mp
Enclosure

Board of
Works

7803135

1124

DEED OF EASEMENT

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THIS INDENTURE WITNESSETH THAT, for and in consideration of the payment of One (\$1.00) Dollar in cash and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ROBERT R. ALLEN and DOROTHY A. ALLEN, husband and wife, of South Bend, St. Joseph County, Indiana, hereinafter jointly referred to as "GRANTOR", hereby grant, bargain, sell, convey, transfer and deliver to the Civil CITY OF SOUTH BEND, Indiana, and the BOARD OF PUBLIC WORKS of the City of South Bend, Indiana, hereinafter referred to as "GRANTEE", a nonexclusive easement for the sole purposes of installing, constructing, operating, maintaining, repairing, replacing and renewing an underground sanitary sewer and/or underground storm sewer, and all underground facilities incidental thereto, under certain real estate located in the City of South Bend, St. Joseph County, Indiana, which is owned by the Grantor, said real estate being more particularly described as follows:

Parts of the Southeast Quarter (SE 1/4) of Section Twenty-Five (25), Township Thirty-Seven (37) North, Range Two (2) East, situate in Centre Township, St. Joseph County, State of Indiana and being more particularly described as follows:

1. Commencing at a point 1165 feet west and 30 feet south of the northeast corner of the southeast one quarter (SE 1/4) of Section 25, Township 37 North, Range 2 East, thence; due east 7.5 feet to the true point of beginning, thence; due south along a line parallel to and 7.5 feet east of the east right-of-way line of High Street a distance of 201 feet, thence; due east a distance of 15 feet; thence due north along a line parallel to and 22.5 feet east of the said east right-of-way line of High Street a distance of 201 feet; thence due west a distance of 15 feet to the true point of beginning; being a nonexclusive easement 15 feet wide (measured east and west) and 201 feet long (measured north and south); and
2. Commencing at a point 1165 feet west and 216 feet south of the northeast corner of the southeast one quarter (SE 1/4) of Section 25, Township 37 North, Range 2 East; thence due east a distance of 210.7 feet; thence due south a distance of 15 feet; thence due west a distance of 210.7 feet; thence due north a distance of 15 feet to the point of beginning; being a nonexclusive easement 15 feet wide (measured north and south) and 210.7 feet long (measured east and west); and
3. Commencing at the northeast corner of the southeast one quarter (SE 1/4) of Section 25, Township 37 North, Range 2 East of the Second Principal Meridian in Centre Township, St. Joseph County, Indiana; thence west along the north line of said southeast one quarter (SE 1/4) of Section 25 a distance of 1165 feet; thence south a

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distance of 30 feet to the intersection of the south right-of-way line of Ireland Road and the east right-of-way line of High Street; thence south along the east right-of-way line of High Street a distance of 201 feet to the point of beginning; thence south along the east right-of-way line of High Street a distance of 174 feet; thence east parallel with the north line of the southeast one quarter (SE 1/4) of Section 25 a distance of 20 feet; thence north parallel with the east right-of-way line of High Street a distance of 174 feet; thence west parallel with the north line of the southeast one quarter (SE 1/4) of Section 25 a distance of 20 feet to the point of beginning; being a nonexclusive easement 20 feet wide (measured east and west) and 174 feet long (measured north and south); and

4. Commencing at the northeast corner of the southeast one quarter (SE 1/4) of Section 25, Township 37 North, Range 2 East of the Second Principal Meridian in Centre Township, St. Joseph County, Indiana; thence west along the north line of said southeast one quarter (SE 1/4) of Section 25 a distance of 1165 feet; thence south a distance of 30 feet to the intersection of the south right-of-way line of Ireland Road and the east right-of-way line of High Street; thence south along the east right-of-way line of High Street a distance of 375 feet to the point of beginning; thence south along the east right-of-way line of High Street a distance of 151.45 feet; thence east parallel with the north line of the southeast one quarter (SE 1/4) of Section 25 a distance of 10 feet; thence north parallel with the east right-of-way line of High Street a distance of 151.45 feet; thence west parallel with the north line of the southeast one quarter (SE 1/4) of Section 25 a distance of 10 feet to the point of beginning; being a nonexclusive easement 10 feet wide (measured east and west) and 151.45 feet long (measured north and south);

which easements shall be subject to and subordinate to all prior recorded easements affecting said real estate.

In and for consideration of this easement and other good and valuable consideration, Grantor and Grantee, hereinafter sometimes collectively referred to as the "Parties", further agree as follows:

1. Grantee shall have the right of ingress and egress across the above described real estate for the purposes herein granted and such ingress and egress shall be exercised in a reasonable manner. Grantor retains and reserves the right to use said real estate over the easement for any purpose which shall not obstruct the use described in this easement and further reserves the right to use such easement and to grant the right of nonexclusive use of such easement to other persons and entities; provided, however, any such other use shall not interfere with or obstruct the Grantee's underground sanitary sewer and/or underground storm sewer and the Grantee shall be given notification of any other use of

such underground easement; and provided, further, the Grantor and their grantees, transferees, successors or assigns shall have the right to pave over and/or landscape said real estate, and if Grantee shall install, construct, operate, maintain, repair, replace or renew any sanitary sewer and/or storm sewer on said real estate, Grantee shall restore said real estate, as well as all surrounding real estate owned by Grantor, and their grantees, transferees, successors or assigns, at its sole cost and expense, to the same condition it was in before any such installation, construction, operation, maintenance, repair, replacement or renewal, including but not limited to the replacement and restoration of all paving, curbing and landscaping.

2. Grantor, and their grantees, transferees, successors or assigns, shall have the right to connect its sanitary sewer and/or storm sewer to Grantee's sanitary sewer and/or storm sewer under said real estate, subject to the same meeting the prevailing standards of the Grantee.

3. Grantee shall have the right to remove, at its sole expense, the sanitary sewer and/or storm sewer, and all facilities incidental thereto, from said real estate; provided, however, that in the event Grantee should remove the same, Grantee shall leave said real estate, as well as all surrounding real estate owned by Grantor, and their grantees, transferees, successors or assigns, in as good a condition as it was before any such removal, and such removal or any abandonment of the same shall operate as an automatic termination of any and all rights, privileges and interests granted to Grantee under this Deed of Easement, provided further, however, that notwithstanding any termination of this Deed of Easement as herein provided, all of the obligations of Grantee arising out of this instrument incurred prior to or in connection with such removal or abandonment shall survive the termination of this Deed of Easement.

4. Grantee hereby agrees to promptly repair and restore the sanitary sewer and/or storm sewer, and all facilities incidental thereto, and to maintain said easement in a good and tenantable

condition of repair, and also agrees to promptly repair or restore all damages on said real estate, as well as all surrounding property owned by Grantor, and their grantees, transferees, successors or assigns, caused by the construction, operation, maintenance, repair, replacement or renewal of a sanitary sewer and/or storm sewer, and all facilities incidental thereto, or by any other activities of Grantee.

5. Grantee agrees to indemnify, defend and hold Grantor and their grantees, transferees, successors or assigns, harmless from all damages or claims of any nature whatsoever arising out of or in any way resulting from Grantee's or Grantee's successors', assigns', tenants' or licensees' acts, omissions or use of said real estate.

6. This Deed of Easement as herein granted is the entire contract between the Parties hereto and is complete in all its terms and provisions and shall run with the land and the covenants, agreements, terms, conditions, obligations, rights and interests herein contained or provided for shall be likewise binding upon and inure to the benefit of the Grantor and Grantee, their respective beneficiaries, heirs, representatives, transferees, successors, grantees, licensees and assigns.

IN WITNESS WHEREOF, the Parties have caused this Deed of Easement to be executed and delivered at South Bend, Indiana, this 20th day of February, 1978.

Robert R. Allen
Robert R. Allen

Dorothy A. Allen
Dorothy A. Allen

["GRANTOR"]

BOARD OF PUBLIC WORKS OF THE CITY OF SOUTH BEND, INDIANA

Patrick M. McMahon
Patrick M. McMahon

Thomas J. Brunner, Jr.
Thomas J. Brunner, Jr.

Peter H. Mullen
Peter H. Mullen

["GRANTEE"]

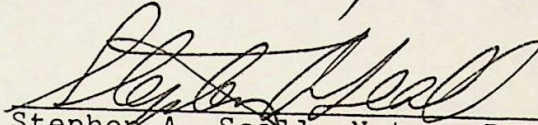
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STATE OF INDIANA)
) SS:
ST. JOSEPH COUNTY)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert R. Allen and Dorothy A. Allen, Husband and Wife, and acknowledged the execution of the foregoing Deed of Easement.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, this 17th day of February, 1978.

My Commission Expires:
May 9, 1979


Stephen A. Seall, Notary Public
and resident of St. Joseph County,
Indiana

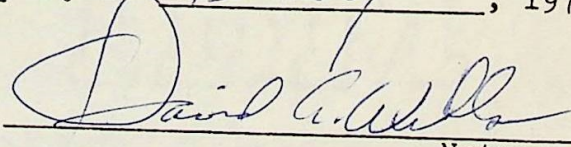
STATE OF INDIANA)
) SS:
ST. JOSEPH COUNTY)

Before me personally appeared Patrick M. McMahon, Thomas J. Brunner, Jr. and Peter H. Mullen, who are known to me to be all of the members of the Board of Public Works of the City of South Bend, Indiana, and acknowledged the execution of the foregoing Deed of Easement as their voluntary act and deed for the purposes therein expressed and that they are authorized to do so on behalf of the Board of Public Works of the City of South Bend, Indiana.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, this 20th day of February, 1978.

My Commission Expires:

Jan 22, 1979


Notary Public
David A. Wells, Notary Public
and resident of St. Joseph County, IN

This instrument was prepared by Stephen A. Seall and Frederick F. Thornburg, Attorneys at Law.

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R

CENTRE TWP.

S.E. 1/4 SEC. 25

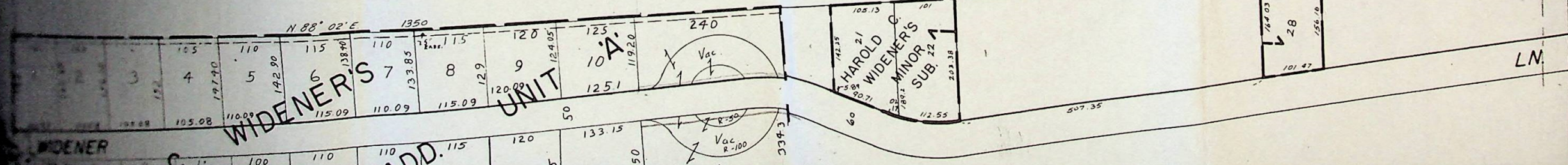
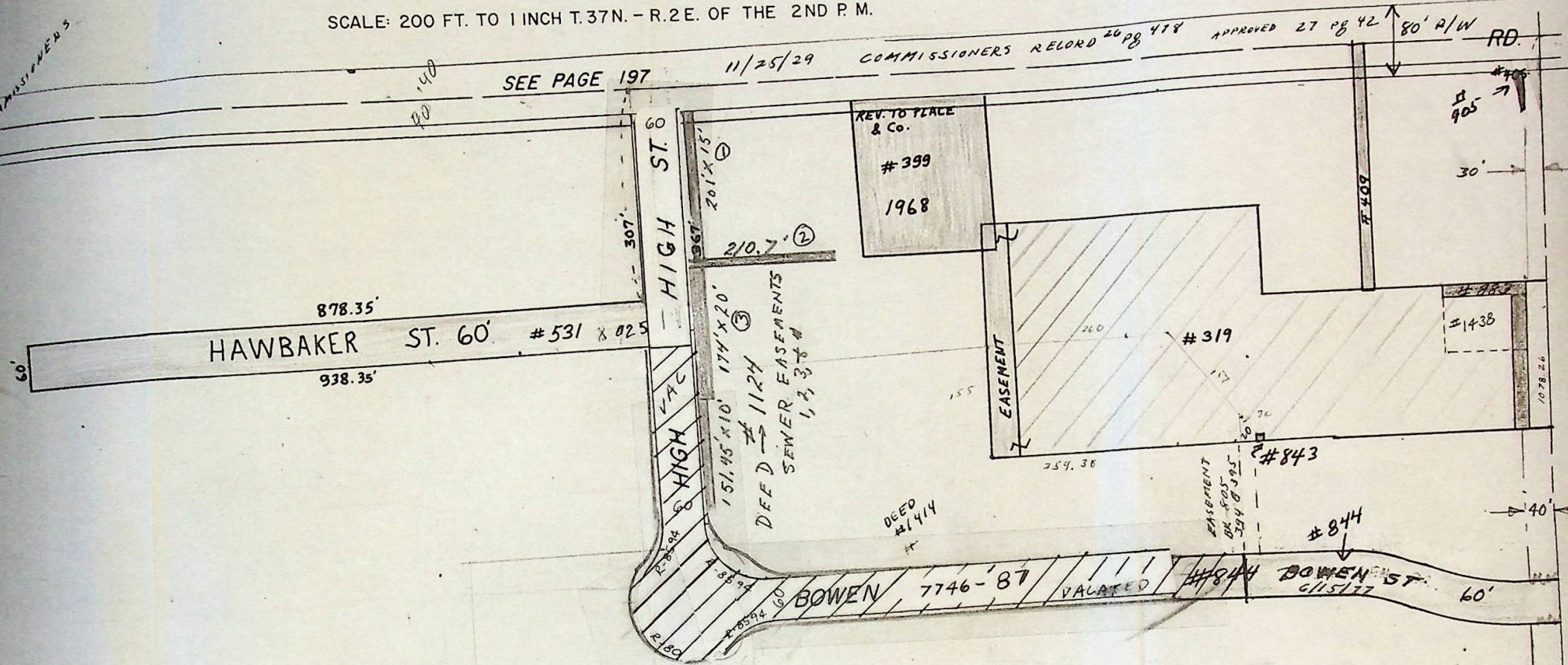
SCALE: 200 FT. TO 1 INCH T.37N. - R.2E. OF THE 2ND P.M.

PANTY
80' RW
COMMISSIONERS

SEE PAGE 197

11/25/29

COMMISSIONERS RECORD 26 PG 478 APPROVED 27 PG 42 80' R/W RD.



IRELAND Rd.

210.7'

North



W

E

S

210.7'

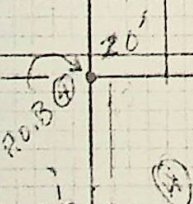
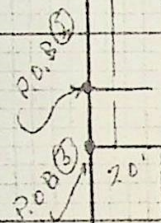
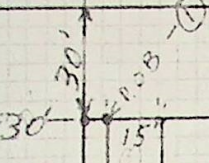
375'

15'

210.7'

HIGH ST

157 45'



1

2

3

206.0'

174'

174'

20'

157 10'

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