

1128

EASEMENT AND RIGHT-OF-WAY from Eugene C. Muia to City of South Bend, Beginning at the point of intersection of the east right-of-way line of N. Ironwood Dr. and the N. right-of-way line of E. Edison Rd.

(SEE EASEMENT)



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

March 17, 1978

219/284-9412

Mr. Eugene C. Muia
Muia Construction Company
1818 S. Main Street
South Bend, Indiana

Dear Mr. Muia:

Enclosed you will find one recorded copy
of the Easement and Right-of-Way Agreement
for the Northeast Corner of Edison and Ironwood.

Very truly yours,

BOARD OF PUBLIC WORKS

Patricia DeClercq
Patricia DeClercq, Clerk

Enclosure

Board of Works

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EASEMENT AND RIGHT-OF-WAY

In consideration of the sum of one thousand one hundred - - - - -
- - - - - (\$1,100.00) 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, 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:

ST. JOSEPH CO. INDIANA
FILED OR RECORDED

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BOOK PAGE
AUGUST H. COCKREHAN
RECORDER

A permanent easement for highway and street purposes more closely described as follows: Beginning at the point of intersection of the east right-of-way line of North Ironwood Drive and the north right-of-way line of East Edison Road; thence due east along the said north right-of-way line of East Edison Road a distance of 27.00 feet; thence along a straight line in a northwesterly direction a distance of 38.90 feet more or less to a point 28.00 feet north of the point of beginning and in the said east right-of-way line of North Ironwood Drive; thence due south along the said east right-of-way line of North Ironwood Drive a distance of 28.00 feet to the place of beginning, all taken off of and from the southwest corner of certain unplatted land in Section 32, Township 38 North, Range 3 East, Clay Township, St. Joseph County, Indiana, containing 378 square feet or 0.0087 acres.

The beginning point above described is also described as a point forty (40) feet East and forty (40) feet North of the Southwest corner of Section 32, Township 38 North, Range 3 East, and this easement is expressly given on the understanding that the beginning point as described in this easement are one and the same.

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.

E. C. Moore
E. C. MOORE
Title: Owner


ST. JOSEPH COUNTY)
STATE OF INDIANA) SS:

Before me, a Notary Public, in and for said County and State,
personally appeared Eugene C. Mula

_____, who acknowledged the execution of the above
and foregoing instrument and right-of-way as his free and voluntary
act and deed this 11th day of July, 1977,

My commission expires :
10/24/79

LeRoy Fowler
LeRoy Fowler
Notary Public

A circular notary seal for LeRoy Fowler, Notary Public, State of Indiana. The seal contains the text "INDIANA", "SEAL", and "NOTARY PUBLIC" around the perimeter.



CITY OF SOUTH BEND, IND

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BOOK _____ PAGE _____
AUGUST H. COOREMAN
RECORDER

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