#1231

EASEMENT AND RIGHT-OF-WAY from MCR Development Partnership -

(CLEVELAND SEWER PROJECT)



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

October 2, 1979

219/284-9412

Mr. James P. Conboy, Jr. Landrack of Indiana, Inc. 513 N. Michigan Street South Bend, Indiana

Dear Mr. Conboy:

Enclosed are the recorded copies of the easements granted to the City of South Bend by Lester O. and Ferre M. Replogle, MCR Development Partnership and North Central Indiana Development Partnership.

Very truly yours,

BOARD OF PUBLIC WORKS

Patricia De Clercy Patricia DeClercy, Clerk

PDC/mp Enclosures (3)

a distance of 315 feet more or less to the east property line; thence south along said east property line a distance of 50 feet to the point of beginning, all in the northeast One Quarter (1/4) of Section 19, Township 38 North, Range 2 East, German Township, St. Joseph County, Indiana.

SEP 10 10 3 A

AUGUST H, COOREM

EASEMENT AND RIGHT-OF-WAY

In consideration of the sum of



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:

Commencing at the northeast corner of Section 19, Township 38 North, Range 2 East; thence south along the east line of said Section 19 a distance of 1,096.03 feet; thence west along a line 1,096.03 feet south of and parallel to the north line of said Section 19 a distance of 1,322.50 feet more or less to the east property line and the point of beginning; thence west along a line 1,096.03 feet south of and parallel to the north line of said Section 19 a distance of 315 more or less to the east right-of-way line of the U.S. 31 North By-pass; thence north along the said east right-of-way line of the U.S. 31 North By-pass a distance of 50 feet; thence east along a line 1,046.03 feet south of and parallel to the north line of said Section 19 a distance of 315 feet more or less to the east property line; thence south along said east property line a distance of 50 feet to the point of beginning, all in the northeast One Quarter (1/4) of Section 19, Township 38 North, Range 2 East, German Township, St. Joseph County, Indiana.

Grantors shall have the right to change the location of the road easement, reserving to grantees adequate access to sewer pipes, water pipes and lift station. There shall be no "hook-up" charges or "tap" charges to these sewer or water pipes.

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 aforedescribed 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.

MCR Development Partnership

David L. Matthews, Partner

James P. Conboy, Jr.

EXHIBIT 7920004 8 B G N WELLER BREEF K T

INDEXED