

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

219/284-9412

October 2, 1979

Mr. James P. Conboy, Jr.
Landmark 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 Ferne M. Replogle, MCR Development Partnership and North Central Indiana Development Partnership.

Very truly yours,

BOARD OF PUBLIC WORKS

Patricia DeClercq
Patricia DeClercq, 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.

FILED FOR RECORD

ST. JOSEPH CO.
INDIANA

SEP 10 10 43 AM '79

AUGUST 11, 1979
RECORDED

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~~.

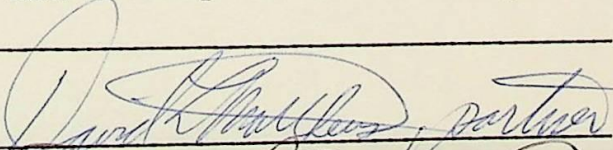
To have and to hold the said easement and right-of-way unto the Civil City of South Bend, Indiana, and unto its successors and assigns forever.

And the said Grantors hereby covenant with the Civil City of South Bend, Indiana, that they are lawfully seized and possessed of the 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.

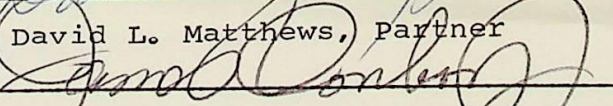
And as a further consideration for the payment of the purchase price, above stated, the Grantors hereby release all claims for damage, from whatsoever cause, incidental to the exercise of any of the rights herein granted, from the beginning of the world until this date.

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.

MCR Development Partnership



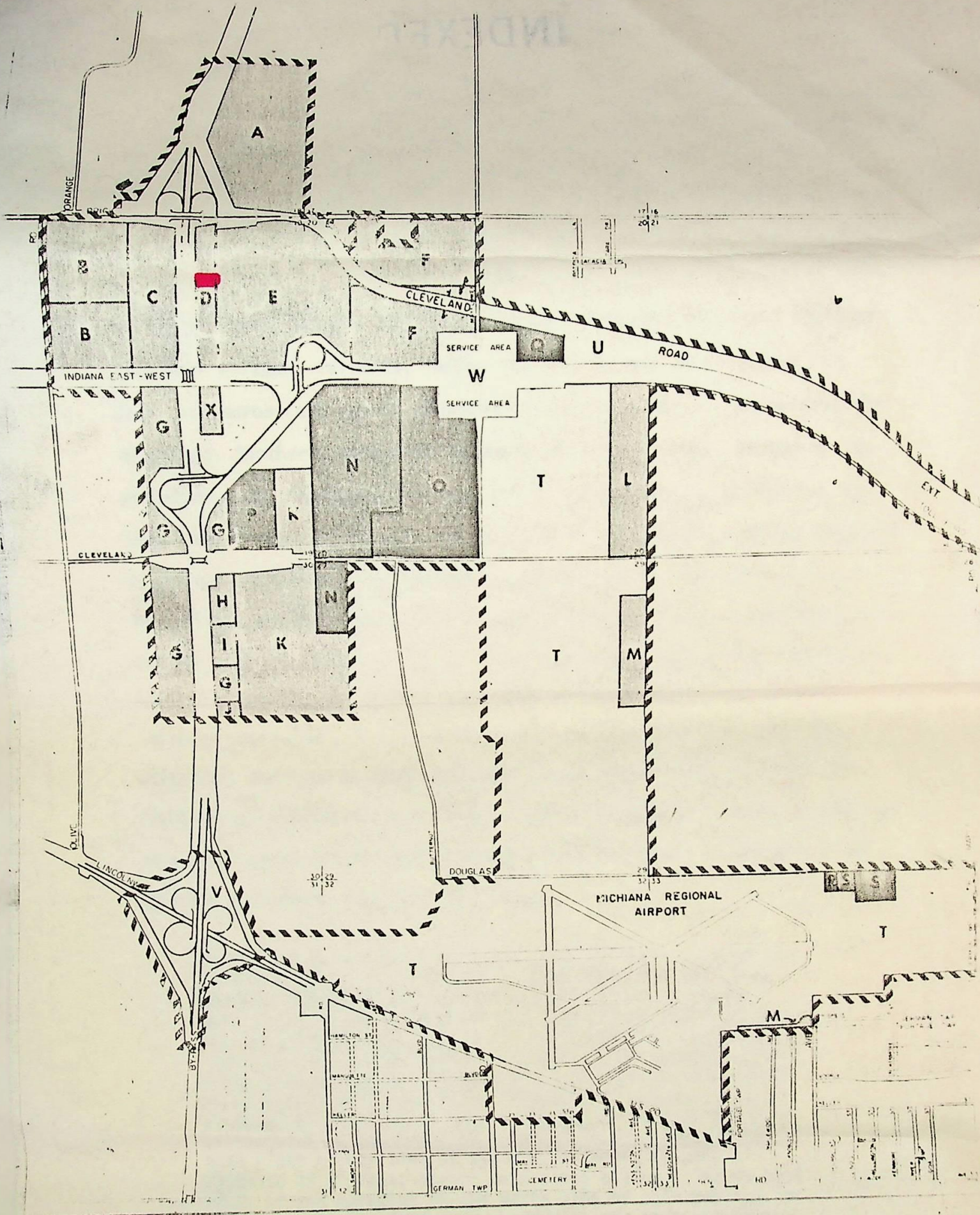
David L. Matthews, Partner



James P. Conboy, Jr.

EXHIBIT A

7920004



7920004

1000287

INDEXED

