EASEMENT FROM THE S.B. MEDICAL FOUNDATION, INC. TO CITY OF SOUTH BEND - COMMENCING AT THE N.E. CORNER OF LOT 197 OF THE ORIGINAL PLAT OF SOUTH BEND.

(SEE EASEMENT)

Gd. of the

## EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of December, 1979, by and between the South Bend Medical Foundation, Inc., an Indiana not-for-profit corporation, of St. Joseph County, Indiana, hereinafter designated Medical Foundation, and the City of South Bend of St. Joseph County, Indiana, hereinafter known as City.

WHEREAS, the Medical Foundation is the owner in fee simple of the following described real estate situate in St. Joseph County in the State of Indiana, to wit:

Lots 197 and 198 as shown on the Recorded Plat of the Original Plat of South Bend, Indiana; and.

WEEREAS, the City currently has two alleys running through the aforementioned real estate which are to be vacated: the first such alley lying between Lafayette Boulevard and Main Street, running North and South from the South line of Navarre Street to a point 99' South, described as follows,

Beginning at the Northwest corner of Lot 187 as shown on the Recorded Plat of the Original Plat of South Bend, Indiana; thence South along the West line of Lots 187 and 188 in said Recorded Plat, 99' to the Southwest corner of the North one-half (½) of said Lot 188; thence West 14' to the Southeast corner of the North one-half (½) of Lot 197 as shown on said Recorded Plat; thence North along the East line of Lots 197 and 198 in said Recorded Plat, 99' to the Northeast corner of said Lot 198: thence East 14' to the place of beginning;

and the second such alley lying between Navarre Street and Marion

Street running East and West from the East line of Lafayette Boulevard

to the West line of the North and South alley between Lafayette

Boulevard and Main Street which is described as follows,

Beginning at the Southwest corner of Lot 196
as shown on the Recorded Plat of the Original
Plat of South Bend, Indiana; thence East along
the South line of said Lot 196, 165' to the
Southeast corner of said Lot; thence South 14'
to the Northeast corner of Lot 195 as shown on
said Recorded Plat; thence West along the Northwest
line of said Lot 195, 165' to the Northwest
corner of said Lot 195; thence North 14' to the '00 Hd350f'15
place of beginning;

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AUGUST H. COOREMAN

and,

WHEREAS, the City is in need of an easement for ingress and egress as a result of the aforementioned alley vacation.

NOW THEREFORE, in consideration of the mutual promises granted and benefits received through the execution of this Agreement, it is mutually covenanted, stipulated and agreed by and between the parties hereto as follows:

1. That the Medical Foundation hereby grants to the City an easement for ingress and egress over a parcel of land described as follows,

Commencing at the Northeast corner of Lot 197 of the Original Plat of South Bend: thence South along the East line of said Lot 197 a distance of 45' to the true point of beginning; thence West along a line parallel to the North line of said Lot a distance of 165' to a point on the West line of said Lot 197; thence South a distance of 14' along the West line of said Lot: thence East along a line parallel to the North line of said Lot a distance of 154'; thence Southeasterly a distance of 13.04' more or less to the Southeast corner of said Lot; thence North along the West line of said Lot a distance of 21' to the point of beginning.

- 2. That the City hereby accepts such easement from the Medical Foundation.
- 3. That the City hereby grants unto the Medical Foundation an easement for ingress and egress over the parcel of land described in Paragraph L above.
- 4. That the Medical Foundation hereby accepts the easement granted by the City in Paragraph 3 above.
- 5. That it is further understood and agreed that the said easement described above is to be held by the representative grantees and their successors and assigns as appurtenant to the land owned by the Medical Foundation.
- 6. That all easements granted by the parties hereto shall automatically terminate at such time when all real estate contained in the block which is bounded by Navarre Street on the North, Main Street on the East, Marion Street on the South, and Lafayette

Boulevard on the West in the City of South Bend, St. Joseph County, Indiana becomes titled in the name of the South Bend Medical Foundation, Inc. or its successors and/or the Mar-Main Corporation or its successors.

- 7. That notwithstanding the terms and conditions of the previous paragraph for automatic termination of the easement herein granted the City, the City agrees to execute a recordable release of all easements granted under this agreement, or any such other documents, in order to remove any and all easements granted herein or possible clouds on the title of the lands effected by the aforesaid easement.
  - 8. That this agreement is the final and complete embodiment of all agreements between the parties hereto and shall not be modified or revoked other than by compliance with the terms expressed herein or by written agreement executed by all parties hereto.

IN WITNESS WHEREOF, said parties have hereunto set their hands and seals the day and year first above written.

SOUTH BEND MEDICAL FOUNDATION, INC.

(SEAL)

Robert M. Sweeney, M.D., President

ATTEST:

Robert D. Dodd, M.D. Secretary-Treasurer

STATE OF INDIANA )

ST. JOSEPH COUNTY )

Before me, the undersigned, a Notary Public in and for said
County and State, personally appeared the within named Robert M.
Sweeney, M.D., President and Robert D. Dodd, M.D., SecretaryTreasurer to me known to be such President and Secretary-Treasurer

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of said Corporation and acknowledged the execution of the foregoing Agreement for and on behalf of said Corporation and by its authority. WITNESS, my hand and Notarial Seal this 19th day of December, 1979.

Joseph County, Indiana

My Commission Expires:

September 7, 1980

(SEAL)

CITY OF SOUTH BEND, INDIANA

Thomas J. BRUNNER, JR. PETER H. MULLEN

PPINOVED

ATTEST:

Patricia DeClercq,

STATE OF INDIANA SS: ST. JOSEPH COUNTY

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Patrick M. McMahon, Thomas J. Brunner , and Peter H. Mullen

, to me known to be such members of -and the Board of Public of said Corporation and acknowledged the execution of the foregoing Agreement for and on behalf of said Corporation and by its authority.

WITNESS, my hand and Notarial Seal this 19th day of Becember,

1979.

David A. Wells

Notary Public, Residing in St.

Joseph County, Indiana

My Commission Expires:

January 22, 1983

This instrument was prepared by Edward N. Kalamaros & Associates, P.C., llth Floor Tower Building, South Bend, Indiana 46601 who request of the St. Joseph County Recorder that this Agreement be returned to it after proper recordation.