

#1267

- a) QUIT-CLAIM DEED from Ralph M. Williams and Wanda L. Williams to City of South Bend. Re: (McKINELY-MANCHESTER)
- b) QUIT-CLAIM DEED from M. Dayne Bonta and Ralph M. Williams trusts RE: McKINLEY-MANCHESTER
- c) QUIT-CLAIM DEED from M. Dayne Bonta and Ralph M. Williams trusts RE: McKINLEY-MANCHESTER

1-18-82
Above property
quit-claimed
back to Williams
& Bonta.

MAIL DEED TO:

MAIL TAX BILLS TO:

Recorder's #
8200829

COPYRIGHT
ST. JOSEPH COUNTY, INDIANA
BAR ASSOCIATION
PROPERTY FORM 103 - 1974

| | |
|-------------------------|----------------|
| AUDITOR'S RECORD | |
| Transfer No. | <u>6747</u> |
| Taxing Unit | _____ |
| Date | <u>1-20-82</u> |

QUIT-CLAIM DEED

CITY OF SOUTH BEND

the Grantor

Release and Quit-Claim to M. DAYNE BONTA, Trustee of the Ralph M. Williams Trusts numbered 1, 2, 3, and 4 and, also, Trustee of the Wanda L. Williams Trusts numbered 1, 2, 3, and 4
the Grantee

for and in consideration of Ten Dollars (\$10.00) and other valuable consideration

the receipt of which is hereby acknowledged, Real Estate in St. Joseph County, Indiana, described as follows:

A part of the northeast one quarter (1/4) of Section 8, Township 37 North, Range 3 East, St. Joseph County, Indiana, described as follows:

Beginning at a point 340 feet south of and 232 feet east of the northwest corner of the northeast one quarter (1/4) of Section 8, Township 37 North, Range 3 East; thence north (bearing assumed) 150 feet to a point on the south line of McKinley Avenue (US20) 40 feet from and measured at right angles with the centerline of said McKinley Avenue and 232 feet east of the north and south centerline of said Section 8, Township 37 North, Range 3 East; thence in a northeasterly direction on a curve to the left having a radius of 1114.39 feet and limited in length by a long chord of 152.94 feet to a point on the south line of McKinley Avenue 40 feet from and measured at right angles with the centerline of said McKinley Avenue and 382 feet east of the north and south centerline of Section 8, Township 37 North, Range 3 East; thence south and parallel to the north and south centerline of said Section 8, Township 37 North, Range 3 East a distance of 104.67 feet to the true point of beginning; thence southwesterly a distance of 79.06 feet to a point 340 feet south of and 357 feet east of the northwest corner of the northeast quarter (1/4) of Section 8, Township 37 North, Range 3 East; thence south and

Legal Description Continued on Attached Sheet

Signed and dated on January 18, 1982

State of Indiana, St. Joseph County, ss:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared:

Roger O. Parent and Irene K. Gammon, known to me to be the Mayor and City Clerk of the Civil City of South Bend, a municipal corporation of the State of Indiana

Roger O. Parent
Signature
ROGER O. PARENT
Typed or printed name

Irene K. Gammon
Signature
IRENE K. GAMMON, CITY CLERK
Typed or printed name
Attestor

and acknowledged the execution of the foregoing deed on

January 18, 1982.

Barbara J. Byers, Notary Public
Signature
Barbara J. Byers
Typed or printed name

My commission expires February 10, 1984

Signature

Typed or printed name

Signature

Typed or printed name

Prepared by Robert M. Parker, Chief Deputy City Attorney, South Bend, Indiana

Legal Description Continued From Quit-Claim Deed

parallel to the north and south centerline of said Section 8, Township 37 North, Range 3 East a distance of 21.83 feet; thence S 89°20'10" E a distance of 25 feet; thence N 00°39'50" E a distance of 96.83 feet to the true point of beginning.

Containing an area of approximately 1482 square feet to the northeast one quarter (1/4) of Section 8, Township 37 North, Range 3 East, Portage Township, St. Joseph County, Indiana.

Subject to a public street and the obligation of maintenance ~~thereof by the grantee herein~~ pursuant to the terms of an agreement between the grantor and grantee herein dated October 20, 1980, and recorded October 28, 1980 as Document No. 8018819 in the Office of the Recorder of St. Joseph County, Indiana.

Grantor certifies that no Indiana Gross Income Tax is payable by reason of this conveyance.

Recorder's # 8200830

AUDITOR'S RECORD Transfer No. 6746 Taxing Unit Date

QUIT-CLAIM DEED

CITY OF SOUTH BEND

the Grantor

Release and Quit-Claim to RALPH M. WILLIAMS and WANDA L. WILLIAMS, husband and wife,

the Grantee s

for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration

the receipt of which is hereby acknowledged, Real Estate in St. Joseph County, Indiana, described as follows:

A part of the northeast one quarter (1/4) of Section 8, Township 37 North, Range 3 East, St. Joseph County, Indiana, described as follows:

Beginning at a point 340 feet south of and 232 feet east of the northwest corner of the northeast one quarter (1/4) of Section 8, Township 37 North, Range 3 East; thence north (bearing assumed) 150 feet to a point on the south line of McKinley Avenue (US20) 40 feet from and measured at right angles with the centerline of said McKinley Avenue and 232 feet east of the north and south centerline of said Section 8, Township 37 North, Range 3 East; thence in a northeasterly direction on a curve to the left having a radius of 1114.38 feet and limited in length by a long chord of 152.94 feet to a point on the south line of McKinley Avenue 40 feet from and measured at right angles with the centerline of said McKinley Avenue and 382 feet east of the north and south centerline of said Section 8, Township 37 North, Range 3 East and the true point of beginning; thence south and parallel to the north and south centerline of said Section 8, Township 37 North, Range 3 East a distance of 139.94 feet; thence S 89°20'10" E a distance of 40.11 feet; thence in a northeasterly direction along a curve to the left having a radius of 195.00 feet and limited in length by a long chord of 153.15 feet with a bearing of N 1°45'00" E to the south right-of-way line of

Legal Description Continued on Attached Sheet

Signed and dated on January 18, 1982.

State of Indiana, St. Joseph County, ss:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared:

Roger O. Parent and Irene K. Gammon, known to me to be the Mayor and City Clerk of the Civil City of South Bend, a municipal corporation of the State of Indiana

Signature Roger O. Parent ROGER O. PARENT, MAYOR

Signature Irene K. Gammon IRENE K. GAMMON, CITY CLERK, Attestor

and acknowledged the execution of the foregoing deed on

January 18, 1982

Signature Barbara J. Byers, Notary Public

Barbara J. Byers

My commission expires February 10, 1984

Signature

Signature

Prepared by Robert M. Parker, Chief Deputy City Attorney, South Bend, Indiana Attorney at Law

Legal Description Continued from Quit-Claim Deed

McKinley Avenue (US20); thence southwesterly along the south right-of-way line of McKinley Avenue (US20) and a curve to the right having a radius of 1114.38 feet and limited in length by a long chord of 45.00 feet, to the true point of beginning.

Containing an area of approximately 7,600 square feet in the northeast one quarter (1/4) of Section 8, Township 37 North, Range 3 East, Portage Township, St. Joseph County, Indiana.

Subject to a public street and the obligation of maintenance thereof by the grantees herein pursuant to the terms of an agreement between the grantor and grantees herein dated October 20, 1980, and recorded October 28, 1980 as Document No. 8018818 in the Office of the Recorder of St. Joseph County, Indiana.

Grantor certifies that no Indiana Gross Income Tax is payable by reason of this conveyance.

MAIL DEED TO:

MAIL-TAX BILLS TO:

COPYRIGHT
ST. JOSEPH COUNTY, INDIANA
BAR ASSOCIATION
PROPERTY FORM 103 - 1974

Recorder's #
8200831

AUDITOR'S RECORD

Transfer No. 6748

Taxing Unit _____

Date 1-20-82

CITY OF SOUTH BEND
the Grantor

Release s and Quit-Claims to M. DAYNE BONTA, Trustee of the Ralph M. Williams Trusts numbered 1, 2, 3 and 4 and, also, Trustee of the Wanda L. Williams Trusts numbered 1, 2, 3 and 4
the Grantee

for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration

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Beginning at a point 340 feet south of and 232 feet east of the northwest corner of the northeast one quarter (1/4) of Section 8, Township 37 North, Range 3 East; thence north (bearing assumed) 150 feet to a point on the south line of McKinley Avenue (US20) 40 feet from and measured at right angles with the centerline of said McKinley Avenue and 232 feet east of the north and south centerline of said Section 8, Township 37 North, Range 3 East; thence in a northeasterly direction on a curve to the left having a radius of 1114.38 feet and limited in length by a long chord of 152.94 feet to a point on the south line of McKinley Avenue 40 feet from and measured at right angles with the centerline of said McKinley Avenue and 382 feet east of the north and south centerline of said Section 8, Township 37 North, Range 3 East; thence south and parallel to the north and south centerline of said Section 8, Township 37 North, Range 3 East a distance of 139.94 feet to the true point of beginning; thence S 89°20'10" E a distance of 25 feet; thence S 00°39'50" W a distance of 96.83 feet; thence N 89°20'10" W a distance of 25 feet; thence N 00°39'50" E a distance of 96.83 feet to the true point of beginning.

Legal Description Continued on Attached Sheet.

Signed and dated on January 18, 1982

State of Indiana, St. Joseph County, ss:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared:

Roger O. Parent and Irene K. Gammon, known to be to be the Mayor and City Clerk of the Civil City of South Bend, a municipal corporation of the State of Indiana

and acknowledged the execution of the foregoing deed on

January 18, 1982.

Barbara J. Byers, Notary Public

Barbara J. Byers

My commission expires February 10, 1984

Prepared by Robert M. Parker, Chief Deputy City Attorney, South Bend, Indiana

Roger O. Parent
Signature

ROGER O. PARENT
Typed or printed name

Irene K. Gammon
Signature

IRENE K. GAMMON, CITY CLERK
Typed or printed name Attestor

Signature

Typed or printed name

Signature

Typed or printed name

Legal Description Continued from Quit-Claim Deed

Containing an area of approximately 2420 square feet in the northeast one quarter (1/4) of Section 8, Township 37 North, Range 3 East, Portage Township, St. Joseph County, Indiana.

Subject to a public street and the obligation of maintenance thereof by the grantee herein pursuant to the terms of an agreement between the grantor and grantee herein dated October 20, 1980, and recorded October 28, 1980 as Document No. 8018820 in the Office of the Recorder of St. Joseph County, Indiana.

Grantor certifies that no Indiana Gross Income Tax is payable by reason of this conveyance.

HOLY
Sch. of Work

8018818

1267 a)

(1)

AGREEMENT

4

THIS AGREEMENT, made and entered into this 20th day of October, 1980, by and between Ralph M. Williams and Wanda L. Williams, husband and wife, (hereinafter called "Grantors"), and the City of South Bend, Indiana, acting by and through its Board of Public Works, (hereinafter called "City").

WHEREAS, the City plans to improve the intersection of Manchester Drive and McKinley Avenue (U.S. 20) located in the City of South Bend, St. Joseph County, Indiana, by the installation of traffic signals, revision of the intersection geometry and other incidental construction; and

WHEREAS, Grantors are the owners in fee simple of certain real estate, of which the hereinafter described real estate is a part, located on the south side of the above-referenced intersection; and

WHEREAS, the proposed construction will be done in part upon Grantor's real estate hereinafter described, public funds will be expended in the construction and the City requires the portion of said real estate hereinafter described to complete such construction; and

WHEREAS, upon completion of the project, a short section of public street abutting and aligned with the private drive owned and maintained by the Grantors as an entry into their real estate will result and will constitute a public street difficult to maintain, clean and clear by the City and Grantors are willing to accept the maintenance of this street; and

WHEREAS, said construction will be of benefit to the apartment complex located to the south of said intersection in which said Grantors have an interest, and said Grantors desire to convey the real estate hereinafter described to the City for the purpose of effecting such construction and the City will re-convey said real estate to the Grantors after completion of such construction.

OCT 28 3 19 PM '80
ST. JOSEPH CO.
INDIANA
FILED FOR RECORD

AUGUST H. COOREMAN
RECORDER

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants hereinafter exchanged and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Grantors do hereby release and quit-claim to the City the following described real estate:

A part of the northeast one quarter (1/4) of Section 8, Township 37 North, Range 3 East, St. Joseph County, Indiana, described as follows:

Beginning at a point 340 feet south of and 232 feet east of the northwest corner of the northeast one quarter (1/4) of Section 8, Township 37 North, Range 3 East; thence north (bearing assumed) 150 feet to a point on the south line of McKinley Avenue (US 20) 40 feet from and measured at right angles with the centerline of said McKinley Avenue and 232 feet east of the north and south centerline of said Section 8, Township 37 North, Range 3 East; thence in a northeasterly direction on a curve to the left having a radius of 1114.38 feet and limited in length by a long chord of 152.94 feet to a point on the south line of McKinley Avenue 40 feet from and measured at right angles with the centerline of said McKinley Avenue and 382 feet east of the north and south centerline of said Section 8, Township 37 North, Range 3 East and the true point of beginning; thence south and parallel to the north and south centerline of said Section 8, Township 37 North, Range 3 East a distance of 139.94 feet; thence S 89°20'10" E a distance of 40.11 feet; thence in a northeasterly direction along a curve to the left having a radius of 195.00 feet and limited in length by a long chord of 153.15 feet with a bearing of N 1°45'00" E to the south right-of-way line of McKinley Avenue (US 20); thence southwesterly along the south right-of-way line of McKinley Avenue (US 20) and a curve to the right having a radius of 1114.38 feet and limited in length by a long chord of 45.00 feet, to the true point of beginning.

Containing an area of approximately 7,600 square feet in the northeast one quarter (1/4) of Section 8, Township 37 North, Range 3 East, Portage Township, St. Joseph County, Indiana.

2. The City shall upon completion of the project, or on or before November 1, 1981, whichever shall be earlier, re-convey said real estate herein above-described, by quit-claim deed to the Grantors herein or their assigns.

3. The City shall at its expense, remove an existing structure located upon the real estate, herein above-described, commonly known as a "gate house", and the City shall further construct a driveway cut approximately 25 feet wide, on the east side of the drive to be constructed by the City and approximately 40 feet north of an existing east-west drive at the south extremity of the real estate herein above-described.

4. The terms, conditions, covenants, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

The parties hereto have executed this Agreement effective as of the date first above written.

GRANTORS

Ralph M. Williams
Ralph M. Williams

Wanda L. Williams
Wanda L. Williams

State of Indiana)
Grant) SS:
~~St. Joseph~~ County)

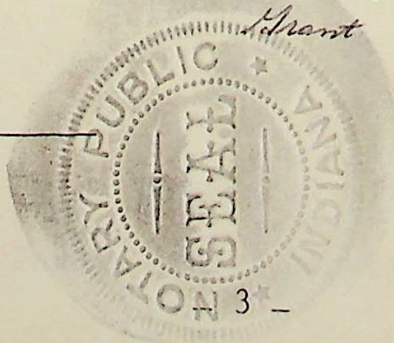
Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ralph M. Williams and Wanda L. Williams, and acknowledged the execution of the foregoing Agreement.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, this 20th day of October, 1980.

Robert L. Friese
Robert L. Friese
Notary Public, A resident of
~~St. Joseph~~ County, Indiana

My Commission Expires:

April 15 1982



CITY OF SOUTH BEND, INDIANA
by its BOARD OF PUBLIC WORKS

Patrick M. McMahon
Patrick M. McMahon

Richard L. Hill
Richard L. Hill

Joseph E. Kernan
Joseph E. Kernan

Attest:

Barbara J. Byers
Barbara J. Byers, Clerk

Date: Oct. 27, 1980

Hoist
Bd. of Works

8018819

#1267 (6)

2

AGREEMENT

4

THIS AGREEMENT, made and entered into this 20th day of October, 1980, by and between M. Dayne Banta, Trustee of the Ralph M. Williams Trusts numbered 1, 2, 3 and 4 and, also, Trustee of the Wanda L. Williams Trusts numbered 1, 2, 3 and 4, (hereinafter called "Grantor"), and the City of South Bend, Indiana, acting by and through its Board of Public Works, (hereinafter called "City").

WHEREAS, the City plans to improve the intersection of Manchester Drive and McKinley Avenue (U.S. 20) located in the City of South Bend, St. Joseph County, Indiana, by the installation of traffic signals, revision of the intersection geometry and other incidental construction; and

WHEREAS, Grantor are the owners in fee simple of certain real estate, of which the hereinafter described real estate is a part, located on the south side of the above-referenced intersection; and

WHEREAS, the proposed construction will be done in part upon Grantor's real estate hereinafter described, public funds will be expended in the construction and the City requires the portion of said real estate hereinafter described to complete such construction; and

WHEREAS, upon completion of the project, a short section of public street abutting and aligned with the private drive owned and maintained by the Grantor as an entry into their real estate will result and will constitute a public street difficult to maintain, clean and clear by the City and Grantor are willing to accept the maintenance of this street; and

WHEREAS, said construction will be of benefit to the apartment complex located to the south of said intersection in which said Grantor have an interest, and said Grantor desire to convey the real estate hereinafter described to the City for the purpose of effecting such construction and the City will re-convey said real estate to the Grantor after completion of such construction.

ST. JOSEPH CO.
INDIANA
FILED FOR RECORD

OCT 28 3 19 PM '80

AUGUST H. COOREMAN
RECORDER

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants hereinafter exchanged and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Grantor does hereby release and quit-claim to the City the following described real estate:

A part of the northeast one quarter (1/4) of Section 8, Township 37 North, Range 3 East, St. Joseph County, Indiana, described as follows:

Beginning at a point 340 feet south of and 232 feet east of the northwest corner of the northeast one quarter (1/4) of Section 8, Township 37 North, Range 3 East; thence north (bearing assumed) 150 feet to a point on the south line of McKinley Avenue (US 20) 40 feet from and measured at right angles with the centerline of said McKinley Avenue and 232 feet east of the north and south centerline of said Section 8, Township 37 North, Range 3 East; thence in a northeasterly direction on a curve to the left having a radius of 1114.39 feet and limited in length by a long chord of 152.94 feet to a point on the south line of McKinley Avenue 40 feet from and measured at right angles with the centerline of said McKinley Avenue and 382 feet east of the north and south centerline of Section 8, Township 37 North, Range 3 East; thence south and parallel to the north and south centerline of said Section 8, Township 37 North, Range 3 East a distance of 104.67 feet to the true point of beginning; thence southwesterly a distance of 79.06 feet to a point 340 feet south of and 357 feet east of the northwest corner of the northeast quarter (1/4) of Section 8, Township 37 North, Range 3 East; thence south and parallel to the north and south centerline of said Section 8, Township 37 North, Range 3 East a distance of 21.83 feet; thence S 89°20'10" E a distance of 25 feet; thence N 00°39'50" E a distance of 96.83 feet to the true point of beginning

Containing an area of approximately 1482 square feet to the northeast one quarter (1/4) of Section 8, Township 37 North, Range 3 East, Portage Township, St. Joseph County, Indiana.

2. The City shall upon completion of the project, or on or before November 1, 1981, whichever shall be earlier, re-convey said real estate herein above-described, by quit-claim deed to the Grantor herein or their assigns.

3. The City shall at its expense, remove an existing structure located upon the real estate, herein above described, commonly known as a "gate-house", and the City shall further construct a driveway out approximately 25 feet wide, on the east side of the drive to be constructed by the City and approximately 40 feet north of an existing east-west drive at the south extremity of the real estate herein above-described.

4. The terms, conditions, covenants, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

The parties hereto have executed this Agreement effective as of the date first above written.

GRANTOR

M. Dayne Bonta
M. Dayne Bonta

Trustee of the Ralph M. Williams Trust No. 1 and,
Trustee of the Ralph M. Williams Trust No. 2 and,
Trustee of the Ralph M. Williams Trust No. 3 and,
Trustee of the Ralph M. Williams Trust No. 4 and,

Trustee of the Wanda L. Williams Trust No. 1 and,
Trustee of the Wanda L. Williams Trust No. 2 and,
Trustee of the Wanda L. Williams Trust No. 3 and,
Trustee of the Wanda L. Williams Trust No. 4

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

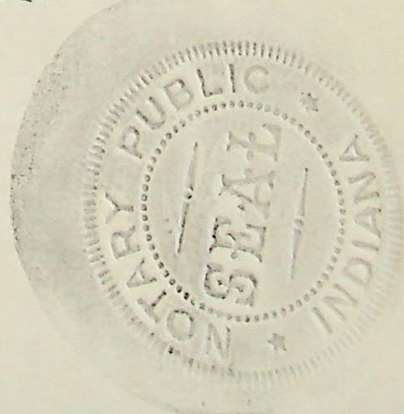
Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ralph M. Williams and Wanda L. Williams, and acknowledged the execution of the foregoing Agreement.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, this 20th day of October, 1980.

Robert L. Friese
Notary Public, A resident of
~~St. Joseph~~ County, Indiana
Grant Robert L. Friese

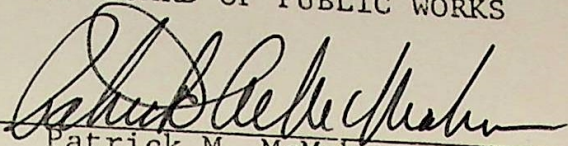
My Commission Expires:

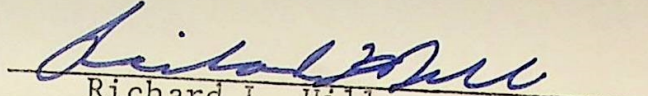
April 15 1982

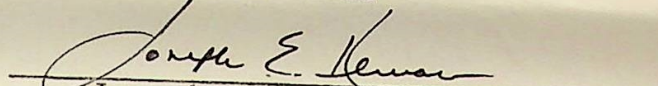


8018819

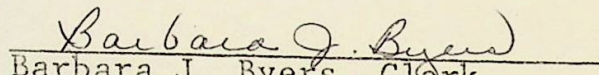
CITY OF SOUTH BEND, INDIANA
by its BOARD OF PUBLIC WORKS


Patrick M. McMahon


Richard L. Hill


Joseph E. Kernan

Attest:


Barbara J. Byers, Clerk

Date: Oct. 27, 1980

Hold -
Bd of Works

8018820 #1267(c)

3

AGREEMENT

4

THIS AGREEMENT, made and entered into this 20th day of October, 1980, by and between M. Dayne Banta, Trustee of the Ralph M. Williams Trusts numbered 1, 2, 3 and 4 and, also, Trustee of the Wanda L. Williams Trusts numbered 1, 2, 3 and 4, (hereinafter called "Grantor"), and the City of South Bend, Indiana, acting by and through its Board of Public Works, (hereinafter called "City").

WHEREAS, the City plans to improve the intersection of Manchester Drive and McKinley Avenue (U.S. 20) located in the City of South Bend, St. Joseph County, Indiana, by the installation of traffic signals, revision of the intersection geometry and other incidental construction; and

WHEREAS, Grantor are the owners in fee simple of certain real estate, of which the hereinafter described real estate is a part, located on the south side of the above-referenced intersection; and

WHEREAS, the proposed construction will be done in part upon Grantor's real estate hereinafter described, public funds will be expended in the construction and the City requires the portion of said real estate hereinafter described to complete such construction; and

WHEREAS, upon completion of the project, a short section of public street abutting and aligned with the private drive owned and maintained by the Grantor as an entry into their real estate will result and will constitute a public street difficult to maintain, clean and clear by the City and Grantor are willing to accept the maintenance of this street; and

WHEREAS, said construction will be of benefit to the apartment complex located to the south of said intersection in which said Grantor have an interest, and said Grantor desire to convey the real estate hereinafter described to the City for the purpose of effecting such construction and the City will re-convey said real estate to the Grantor after completion of such construction.

ST. JOSEPH CO.
INDIANA
FILED FOR RECORD

OCT 28 3 19 PM '80

AUGUST H. COORENMAN
RECORDER

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants herein-
after exchanged and for other good and valuable consideration, the
receipt and sufficiency of which is hereby acknowledged, the parties
hereby agree as follows:

1. Grantor does hereby release and quit-claim to the City the
following described ingress egress easement.

A part of the northeast one quarter (1/4) of
Section 8, Township 37 North, Range 3 East,
St. Joseph County, Indiana, described as
follows:

Beginning at a point 340 feet south of and 232
feet east of the northwest corner of the northeast
one quarter (1/4) of Section 8, Township 37 North,
Range 3 East; thence north (bearing assumed) 150 feet
to a point on the south line of McKinley Avenue
(US 20) 40 feet from and measured at right angles with
the centerline of said McKinley Avenue and 232 feet east
of the north and south centerline of said Section 8,
Township 37 North, Range 3 East; thence in a north-
easterly direction on a curve to the left having a
radius of 1114.38 feet and limited in length by a long
chord of 152.94 feet to a point on the south line of
McKinley Avenue 40 feet from and measured at right angles
with the centerline of said McKinley Avenue and 382 feet
east of the north and south centerline of said Section 8,
Township 37 North, Range 3 East; thence south and parallel
to the north and south centerline of said Section 8,
Township 37 North, Range 3 East a distance of 139.94 feet
to the true point of beginning; thence S 89°20'10" E a
distance of 25 feet; thence S 00°39'50" W a distance of
96.83 feet; thence N 89°20'10" W a distance of 25 feet;
thence N 00°39'50" E a distance of 96.83 feet to the true
point of beginning.

Containing an area of approximately 2420 square feet in
the northeast one quarter (1/4) of Section 8, Township
37 North, Range 3 East, Portage Township, St. Joseph County,
Indiana.

2. The City shall upon completion of the project, or on or before November 1, 1981, whichever shall be earlier, re-convey said easement herein above-described, by quit-claim deed to the Grantor herein or their assigns.

3. The terms, conditions, covenants, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

The parties hereto have executed this Agreement effective as of the date first above written.

GRANTOR

M. Dayne Bonta
M. Dayne Bonta

Trustee of the Ralph M. Williams Trust No. 1 and,
Trustee of the Ralph M. Williams Trust No. 2 and,
Trustee of the Ralph M. Williams Trust No. 3 and,
Trustee of the Ralph M. Williams Trust No. 4 and,
Trustee of the Wanda L. Williams Trust No. 1 and,
Trustee of the Wanda L. Williams Trust No. 2 and,
Trustee of the Wanda L. Williams Trust No. 3 and,
Trustee of the Wanda L. Williams Trust No. 4

STATE OF INDIANA }
Grant } SS:
~~Grant~~ }
SOUTH COUNTY }

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ralph M. Williams and Wanda L. Williams, and acknowledged the execution of the foregoing Agreement.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, this 20th day of October, 1980.

Robert L. Friese
Notary Public, A resident of
~~South~~ Joseph County, Indiana
Grant Robert L. Friese

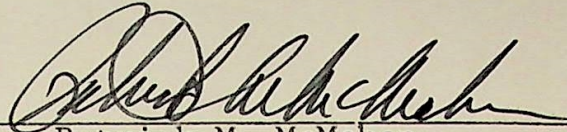
My Commission Expires:

April 15 1982



8018820

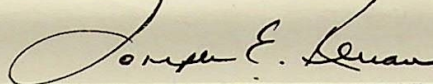
CITY OF SOUTH BEND, INDIANA
by its BOARD OF PUBLIC WORKS



Patrick M. McMahon

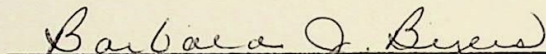


Richard L. Hill



Joseph E. Kernan

Attest:


Barbara J. Byers, Clerk

Date: Oct. 27, 1980