

1277

PERMANENT & TEMPORARY EASEMENT

MIAMI & JACKSON ROAD

(SEE EASEMENT)

Hand

8207866

#1277

PERMANENT AND TEMPORARY EASEMENTS

In consideration of the sum of One Dollar (\$1.00) 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, temporary and permanent easements 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 culverts, ramps, and cust as may be necessary, on, over, and across the 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 a point on the south line of Jackson Road, which point is 2026.93 feet due west and 40 feet south of the northeast corner of the northwest $\frac{1}{4}$ of Section 31, Township 37 North, Range 3 East; thence in a straight line in a southerly and easterly direction to a stake which is 1934 feet due west and 495 feet due south of said northeast corner of the northwest $\frac{1}{4}$ of said Section 31, of said Township 37 North, Range 3 East; thence in a due westerly direction to the Miami Street road; thence along the easterly line of the Miami Street Road in a northerly direction a distance of 455 feet to the southerly line of the Jackson Road, thence in an easterly direction along the southerly line of the Jackson Road to the place of beginning. (Miami Road has a width of 80 feet and Jackson Road has a width of 80 feet as now established).

A temporary easement consisting of the west 15' of the east 37.5' of said parcel.

A temporary easement consisting of the east 7.5' of the south 40' of said parcel; excepting and also containing a permanent easement consisting of the east 7.5' of the south 20' of said parcel.

It is further understood that the temporary easements over said described real estate shall be limited to a duration of two (2) years from the date of execution of this agreement.

And 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 and that they have a good and lawful right to sell and convey.

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FILM NO. _____
 WANDA A. HOWAK
 RECORDER
 JUN 3 10 06 AM '02
 ST. JOSEPH CO.
 INDIANA
 FILED FOR RECORD

It is understood and agreed by the parties hereton, 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.

TITLE: Trustee
R. H. Mathews
R. H. Mathews

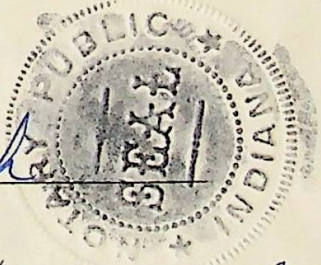
ST. JOSEPH COUNTY)
STATE OF INDIANA) SS:

Before me, a Notary Public, in and for said County and State,
personally appeared R. H. Mathews

_____, who acknowledged the execution of the above and
foregoing instrument and easement as _____ free and voluntary
act and deed this 30th day of May, 1982

My Commission Expires:
2/25/85

Sue Walsh
Notary Public
Sue Walsh



A resident of St. Joseph County,
Indiana

8207866

FILM NO. 058
WANDA K. NOWAK
RECORDER

JUN 3 10 05 AM '82

ST. JOSEPH CO.
INDIANA
FILED FOR RECORD

INDEXED

