

#1285

DISTRIBUTION EASEMENT from City of South Bend to Indiana & Michigan Electric Co.; a part of the S.E. 1/4 of said Section 11, Township 37 N., Range 2 East, Portage Township, City of South Bend, IN as follows:

(SEE DEED) RE: SALT STORAGE

held

8000082

Serial No. 21723

8300908 #1285

FILM NO. WANDA A. NOWAK RECORDER

JAN 18 10 50 AM '83

Form No. 8091

DISTRIBUTION EASEMENT
Indiv. & Corp.
Overhead & Underground

W.O. No. _____ Eas. No. _____ Map No. _____

ST. JOSEPH CO. INDIANA FILE 1982 RECORD

THIS INDENTURE, made this 23rd day of September between Board of Public Works

whose address is Rm. #1308, County-City Building, South Bend, Indiana

(hereinafter called "Grantor"), and INDIANA & MICHIGAN ELECTRIC COMPANY, an Indiana Corporation whose address is 2101 Spy Run Avenue, Fort Wayne, Indiana, (hereinafter called "Grantee").

WITNESSETH: That for One Dollar (\$1.00) and other good and valuable considerations in hand paid, the receipt of which is hereby acknowledged, Grantor does hereby grant and convey to Grantee a right-of-way and easement for the construction, operation, use, maintenance, repair, renewal, and removal of a line or lines of overhead and underground facilities and equipment for the transmission of electrical energy, including the right to permit attachments of others to said facilities, in, on, along, under, over, across, and through the following described premises situated in Portage Township, County of St. Joseph, State of Indiana, and being a part of Section 11, Township 37 North and Range 2 East, to-wit:

A part of the Southeast quarter of said Section 11, Township 37 North, Range 2 East, Portage Township, City of South Bend, Indiana, described as follows:

Commencing at the Southwest corner of Tract No. 3 of the Studebaker Corporation Replat as recorded in Plat Book 11, page 184, in the Office of the Recorder of St. Joseph County, Indiana; thence South 89°51'46" East along the South line of said Tract No. 3, said line being also the North line of Sample Street, a distance of 1080.37 feet to a point; thence North 00°16'04" East a distance of 35.06 feet; thence North 6°01'08" East a distance of 123.28 feet; thence North, 4°39'23" East a distance of 49.19 feet; thence North 4°39'23" East a distance of 120.15 feet; thence North 2°06'30" East a distance of 218.30 feet to the point of beginning of this description; thence continuing along the bearing of North 2°06'30" East a distance of 50 feet; thence due West 125 feet; thence Southwesterly to the point of beginning.

TOGETHER with the right of ingress and egress to, from, and over said Premises, and also the right to cut or trim any trees and bushes which may endanger the safety or interfere with the construction and use of said power line.

Grantee shall promptly repair or replace all physical damages on the Premises proximately caused by the construction, operation and maintenance of Grantee's Facilities.

It is agreed that the foregoing is the entire contract between the parties hereto and that this written agreement is complete in all its terms and provisions and shall be binding on their respective representatives, heirs, successors, and assigns.

IN WITNESS WHEREOF, Grantor, if individual(s), ha _____ hereunto set _____ hand _____; and if corporation, has caused its corporate name and seal to be affixed by its duly authorized officers, the day first above written.

Signed, Sealed and Delivered in Presence of

Barbara J. Byers
BARBARA J. BYERS

John E. Leszczynski
JOHN E. LESZCZYNSKI
Richard L. Hill
RICHARD L. HILL
Joseph E. Kernan
JOSEPH E. KERNAN

2

8300908
FILM NO. 8300908
WANDA A. NOWAK
RECORDER

JAN 18 10 58 AM '83

INDEXED

STATE OF INDIANA
County of.....

} ST. JOSEPH CO.
ss: INDIANA
FILED FOR RECORD

Be it remembered that on the..... day of....., 19..... before the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared..... President of the..... Company, and acknowledged the execution of the foregoing instrument on behalf of said Company, as the voluntary act and deed of said Company for the uses and purposes therein set forth, and said officer, having been duly sworn, swears that the statements contained therein relating to Indiana gross income tax are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.
My Commission Expires

....., 19.....
Notary Public

STATE OF MICHIGAN,
County of.....

} ss:

On This..... day of.....
in the year of our Lord one thousand nine hundred and..... before me, a..... in and for said County appeared..... to me personally known, who, being by me duly sworn, did..... say that..... the..... of..... the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and said..... acknowledged said instrument to be the free act and deed of said corporation.

.....
Notary Public, County, Michigan
My commission expires....., 19.....

STATE OF INDIANA
..St...Joseph..... County

} ss:

Before me..... David A. Wells....., a Notary Public in and for said County and State, this..... 23rd..... day of..... September....., 19 82, personally appeared the above named..... John E. Leszczynski, Richard L. Hill and Joseph E. Kernan, members of the Board of Public Works of the City of..... South Bend..... and acknowledged the execution of the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year above written.



David A. Wells
David A. Wells
Resident of St. Joseph County
Notary Public.

My commission expires..... January 22....., 19 83.

STATE OF MICHIGAN
County of.....

} ss:

On this..... day of....., 19....., before me personally appeared..... to me known to be the person....described in and who executed the within instrument, and acknowledged that..... executed the same as..... free act and deed.

....., Notary Public
My commission expires....., 19..... County, Michigan

550 B2w

Hold

8300908 #1285

Serial No. 21723

FILM IN WANE R

Form No. 8091

JAN 18 10 50 AM '83

DISTRIBUTION EASEMENT
Indiv. & Corp.
Overhead & Underground

W.O. No. _____ Eas. No. _____ Map No. _____

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IN WITNESS WHEREOF, Grantor, if individual(s), ha _____ hereunto set _____ hand _____; and if corporation, has caused its corporate name and seal to be affixed by its duly authorized officers, the day first above written.

Signed, Sealed and Delivered in Presence of

Barbara J. Byers
BARBARA J. BYERS

John E. Leszczynski
JOHN E. LESZCZYNSKI

Richard L. Hill
RICHARD L. HILL

Joseph E. Kerna
JOSEPH E. KERNA

8300908

FILM NO. WANDA A. NIEGAK RECORDER

JAN 18 10 58 AM '83

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STATE OF INDIANA

County of.....

ST. JOSEPH CO.
SS: INDIANA
FILED FOR RECORD

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IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written. My Commission Expires

....., 19..... Notary Public

STATE OF MICHIGAN,

County of.....

SS:

On This..... day of..... in the year of our Lord one thousand nine hundred and..... before me, a..... in and for said County appeared..... to me personally known, who, being by me duly sworn, did..... say that..... the..... of..... the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and said..... acknowledged said instrument to be the free act and deed of said corporation.

Notary Public,..... County, Michigan My commission expires....., 19.....

STATE OF INDIANA

..St....Joseph..... County

SS:

Before me..... David A. Wells....., a Notary Public in and for said County and State, this..... 23rd..... day of..... September....., 19 82, personally appeared the above named..... John E. Leszczynski, Richard L. Hill and Joseph E. Kernan, members of the Board of Public Works of the City of South Bend..... and acknowledged the execution of the within instrument.

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David A. Wells Notary Public Resident of St. Joseph County

My commission expires..... January 22....., 19 83.

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County of.....

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....., Notary Public..... County, Michigan

My commission expires....., 19.....

Handwritten initials or marks at the bottom left corner.



CITY of SOUTH BEND

ROGER O PARENT, Mayor

COUNTY-CITY BUILDING SOUTH BEND, INDIANA 46601

219/284-9412

BOARD OF PUBLIC WORKS

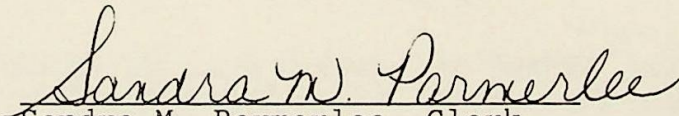
John E. Leszczynski, President
Katherine G. Barnard
Michael L. Vance

C E R T I F I C A T I O N

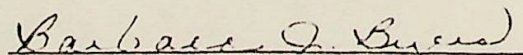
CITY OF SOUTH BEND)
)
COUNTY OF ST. JOSEPH) SS:

I, Sandra M. Parmerlee, Clerk of the Board of Public Works, City of South Bend, St. Joseph County, Indiana, do hereby certify that the attached and foregoing is a full, true, complete and correct copy of the excerpts of the minutes of the Board of Public Works meeting under date September 23, 1982 with respect to the approval of a Utility Easement at the Municipal Services Facility to I & M Electric Company, the original of which is now on file in the Office of the Clerk of the Board of Public Works of the City of South Bend, St. Joseph County, Indiana.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Board of Public Works of the City of South Bend, Indiana, this 21st day of November, 1985.


Sandra M. Parmerlee, Clerk
Board of Public Works
City of South Bend

ATTEST:


Barbara J. Byers, Clerk

SPECIAL MEETING

SEPTEMBER 23, 1982

A special meeting of the Board of Public Works was convened at 9:40 a.m., on Thursday, September 23, 1982, by President John E. Leszczynski, with Mr. Leszczynski, Mr. Richard L. Hill and Mr. Joseph E. Kernan present. Also present was Assistant City Attorney Carolyn Pfotenhauer.

APPROVAL OF COMMUNITY DEVELOPMENT CONTRACT -
SOUTH BEND DEVELOPMENT CORPORATION

Mr. Jon Hunt, Director of the Department of Redevelopment, explained that Board approval was requested on a standard form of Community Development agreement with the South Bend Development Corporation for the expenditure of \$500,000 in the form of loans to assist in maintaining a strong retail outlet in downtown South Bend. He advised that the scope of services was somewhat different from standard Community Development contracts and provided, through the use of the Economic Development Capital Fund, assistance by the South Bend Development Corporation to economic enterprises through a variety of mechanisms including, but not limited to, direct loans, equity investments, working capital, loan guarantees, interest subsidies and injection of seed funds. Mr. Hunt explained that the attorneys for the South Bend Development Corporation have reviewed the contract and have no objections to its language. He hoped that the contract could be forwarded to the Development Corporation for execution sometime the week of September 27, 1982. Upon a motion made by Mr. Kernan, seconded by Mr. Leszczynski and carried, the contract was approved.

8/29/82

APPROVE UTILITY EASEMENT AT MUNICIPAL SERVICES FACILITY
(I & M ELECTRIC)

Mr. Leszczynski noted that, in order for the Indiana & Michigan Electric Company to relocate utility wires for the construction of the salt storage facility at the Municipal Services Facility site, it was necessary for the city to grant an easement to I & M to enter upon the city's property to do so. Upon a motion made by Mr. Leszczynski, seconded by Mr. Hill and carried, the easement agreement was approved.

There being no further business to come before the Board, upon a motion made by Mr. Leszczynski, seconded by Mr. Kernan and carried, the meeting was adjourned at 9:45 a.m.

John E. Leszczynski
John E. Leszczynski

Richard L. Hill

Joseph E. Kernan
Joseph E. Kernan

ATTEST:

Barbara J. Byers
Barbara J. Byers, Clerk