

#1286

EASEMENT from Homer W. Fitterling  
to City of South Bend; Beginning  
at the S.E. corner of said Sec. 16  
for the point of beginning of this  
description:

(SEL DLED) RE: ETHANOL PLANT

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# CITY of SOUTH BEND

ROGER O. PARENT, Mayor

COUNTY-CITY BUILDING SOUTH BEND, INDIANA 46601

February 3, 1983

219/284-9412

## BOARD OF PUBLIC WORKS

John E. Leszczynski, President  
Richard L. Hill  
Joseph E. Kernan

MR. TOM MANAK  
INDIANA & MICHIGAN ELECTRIC COMPANY  
P.O. BOX 1731  
South Bend, Indiana 46601

RE: RECORDED EASEMENT (ETHANOL PROJECT)

Dear Mr. Manak:

Enclosed for your information is a copy of the recorded Easement which the Board of Public Works executed on January 24, 1983.

Please feel free to call if you have any questions.

Sincerely,

BOARD OF PUBLIC WORKS

Sandra M. Parmerlee, Clerk

smp  
Enc.

rights hereby vested in Grantee.

It is understood and agreed:

1. The permanent easement shall be.....<sup>75</sup>feet on either side of a center line connecting the center points of the poles, towers or supported structures, as constructed on the Premises and/or on adjoining lands.
2. Grantee shall promptly repair or replace all fences, gates, drains and ditches damaged or destroyed by it on the Premises and shall pay Grantor all damages done to crops and livestock on the Premises proximately caused by the construction, operation and maintenance of Grantee's Facilities. Any trees cut will be paid for by Board Measure, using Scribner's Lumber Rules at the market price in vicinity. All claims of Grantor for damages arising under this indenture shall be made at or mailed to the office of Grantee at Fort Wayne, Indiana, within thirty (30) days after such damages shall accrue.
3. Grantee shall pay to Grantor, at or prior to the time when construction of Grantee's Facilities is commenced on the Premises,.....for each.....to be located thereon.
4. Grantor shall have the right to cultivate or otherwise use the Premises in any way not inconsistent with the easement hereby granted, but no building, structure or obstruction shall be placed by the Grantor under or within.....feet (measured horizontally) of nearest.....cable or wire.



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4. Grantor shall have the right to cultivate or otherwise use the Premises in any way not inconsistent with the easement hereby granted, but no building, structure or obstruction shall be placed by the Grantor under or within.....feet (measured horizontally) of nearest.....cable or wire.

Wald - Board of Works

8301342

#1286

Form No.8000 Rev. 11/77 (Corp.) EASEMENT WO No..... Easement No..... Map No.....

This Indenture, made this 24th day of January, 1983, by and between Board of Public Works of the City of South Bend, Indiana

whose address is Room No. 1308 County-City Building, South Bend, Indiana

a corporation organized and existing under the laws of the State of Indiana (hereinafter called the "Grantor") and INDIANA & MICHIGAN ELECTRIC COMPANY, an Indiana Corporation authorized to do business in the State of Michigan whose street number and post office address is 2101 Spy Run Ave., Fort Wayne, Indiana, (hereinafter called the "Grantee"),

Witnesseth: That for One Dollar (\$1.00) and other good and valuable considerations in hand paid, the receipt of which Grantor hereby acknowledges, Grantor hereby conveys and warrants to Grantee a permanent right of way and easement for electric power line with the right to the Grantee to locate, construct, reconstruct, erect, operate, use, repair, maintain, renew, remove, inspect, patrol, at any and all times, poles, towers or supported structures, conductors and all necessary or useful facilities and equipment with respect to such line for transmitting electric or other energy, including crossarms, wires, cables, guys, anchors, counter-poles, and all other appurtenant equipment and fixtures (all of the foregoing being hereinafter called collectively "Grantee's Facilities") in, on, along, over, through and across the following described lands (hereinafter called "Premises") situated in Portage Township, County of St. Joseph, State of Indiana, Section 16, Township 37 North, Range 2 East more particularly described as follows:

Being the same (or a part of the same) property conveyed to CIVIL CITY OF SOUTH BEND HOMER W. FITTERLING by

by deed dated Jan. 18, 1983, and recorded in Deed Record

at page, in the office of the Recorder of County, Indiana to which reference is hereby made for further description.

~~xxxxxx~~

Beginning at the Southeast corner of said Section 16 for the point of beginning of this description; thence North 90°00'00" West along the South line of said Section, 20 feet; thence North 00°30'23" West, 619.72 feet; thence North 19°04'09" West, 486.87 feet; thence North 00°30'23" West 240 feet to a point on the North line of the South half of the Southeast quarter of said Section; thence South 90°00'00" East 175 feet, more or less, to the Northeast corner of the South half of the Southeast quarter of said Section; thence South 00°30'23" East along the East line of said Section to the point of beginning, being the Southeast corner of said Section 16.

Together with the right to the Grantee: to cut, to control or eliminate by herbicides, and at its option to remove from the Premises or the lands of the Grantor adjoining the same on either side, any trees, overhanging branches, vegetation, obstacles or obstructions which may endanger the safety or interfere with the installation, use, or enjoyment of all or any of the Grantee's Facilities; to add to the number of and relocate at any time or times all of Grantee's Facilities; and to use said right of way and easement for access to and from any part or parts thereof and any lands and rights of way of Grantee adjoining the same for the enjoyment of the rights of Grantee therein; and of ingress and egress to, over and from the Premises and any adjoining lands of Grantor at any and all times for the purposes of exercising and enjoying any and all of the rights hereby vested in Grantee.

It is understood and agreed:

1. The permanent easement shall be 75 feet on either side of a center line connecting the center points of the poles, towers or supported structures, as constructed on the Premises and/or on adjoining lands.
2. Grantee shall promptly repair or replace all fences, gates, drains and ditches damaged or destroyed by it on the Premises and shall pay Grantor all damages done to crops and livestock on the Premises proximately caused by the construction, operation and maintenance of Grantee's Facilities. Any trees cut will be paid for by Board Measure, using Scribner's Lumber Rules at the market price in vicinity. All claims of Grantor for damages arising under this indenture shall be made at or mailed to the office of Grantee at Fort Wayne, Indiana, within thirty (30) days after such damages shall accrue.
3. Grantee shall pay to Grantor, at or prior to the time when construction of Grantee's Facilities is commenced on the Premises, for each to be located thereon.
4. Grantor shall have the right to cultivate or otherwise use the Premises in any way not inconsistent with the easement hereby granted, but no building, structure or obstruction shall be placed by the Grantor under or within feet (measured horizontally) of nearest cable or wire.

FILED FOR RECORD ST. JOSEPH CO. INDIANA JAN 26 10 59 AM '83 WANDA A. HOWAK RECORDER

2

75

5. This indenture contains all the terms and conditions of this easement, express or implied, between the parties hereto and shall be binding upon, and inure to the benefit of, Grantor and Grantee and their respective representatives, successors, assigns, lessees and licensees.

6. Grantor, through its duly authorized officers, certifies under oath that no Indiana gross income tax is due or payable at this time in respect to the transfer made by this indenture.

In Witness Whereof the said Grantor has caused these presents to be executed by its duly authorized officers and its corporate seal to be affixed thereto the day and year first above written.

CIVIL CITY OF SOUTH BEND  
BOARD OF PUBLIC WORKS

Signed, Sealed and Delivered in Presence of

*Sandra M. Parmelee,*  
Clerk

**APPROVED**  
BOARD OF PUBLIC WORKS

..... Grantor  
by.....  
..... President  
..... Secretary

JAN 24 1983

*John E. Leszczynski*  
*Joseph E. Kernan*

FILM NO. WANDA A. NOWAK REORDER  
JAN 26 10 23 AM '83  
ST. JOSEPH CO. INDIANA  
FILED FOR RECORD



INDEXED

This instrument was prepared by \_\_\_\_\_, Agent for Indiana & Michigan Electric Company on its behalf.

STATE OF MICHIGAN, } ss.  
County of.....

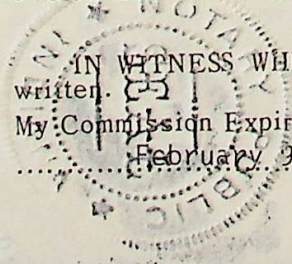
On This.....day of.....  
in the year of our Lord one thousand nine hundred and.....  
before me, a.....in and for said County  
appeared.....to me personally  
known, who, being by me duly sworn, did.....say that.....  
.....the.....  
of.....  
the corporation named in and which executed the within 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 } ss.  
County of St. Joseph.....

Be it remembered that on the 24th day of January, 1983 before the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared JOHN E. LESZCZYNSKI, RICHARD L. HILL AND JOSEPH E. KERNAN, Board of Public Works, and acknowledged the execution of the foregoing instrument on behalf of said Board of Public Works, as the voluntary act and deed of said Board of Public Works 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 February 9, 1986  
*Cecelia Ann Williams*  
Cecelia Ann Williams, Notary Public  
Resident of St. Joseph County



This Indenture, made this 24th day of January, 1983, by and between Board of Public Works of the City of South Bend, Indiana whose address is Room No. 1308 County-City Building, South Bend, Indiana

.....a corporation organized and existing under the laws of the State of Indiana (hereinafter called the "Grantor") and INDIANA & MICHIGAN ELECTRIC COMPANY, an Indiana Corporation authorized to do business in the State of Michigan whose street number and post office address is 2101 Spy Run Ave., Fort Wayne, Indiana, (hereinafter called the "Grantee"),

**Witnesseth:** That for One Dollar (\$1.00) and other good and valuable considerations in hand paid, the receipt of which Grantor hereby acknowledges, Grantor hereby conveys and warrants to Grantee a permanent right of way and easement for.....electric power line.....with the right to the Grantee to *locate, construct, reconstruct, erect, operate, use, repair, maintain, renew, remove, inspect, patrol, at any and all times, poles, towers or supported structures, conductors and all necessary or useful facilities and equipment with respect to such line.....for transmitting electric or other energy, including crossarms, wires, cables, guys, anchors, counter-poles, and all other appurtenant equipment and fixtures (all of the foregoing being hereinafter called collectively "Grantee's Facilities") in, on, along, over, through and across the following described lands (hereinafter called "Premises") situated in.....Portage.....Township, County of St. Joseph....., State of.....Indiana....., Section.....16.....Township.....37.....North.. Range.....2.....East..... more particularly described as follows:*

Being the same (or a part of the same) property conveyed to CIVIL CITY OF SOUTH BEND by HOMER W. FITTERLING by deed dated Jan. 18, 1983, and recorded in Deed Record..... at page....., in the office of the Recorder of.....County, Indiana, to which reference is hereby made for further description.

~~Grantee's Facilities shall be located on a.....feet wide permanent easement, the center line of which shall lie on or within.....feet on either side of the following described line:~~

Beginning at the Southeast corner of said Section 16 for the point of beginning of this description; thence North 90°00'00" West along the South line of said Section, 20 feet; thence North 00°30'23" West, 619.72 feet; thence North 19°04'09" West, 486.87 feet; thence North 00°30'23" West 240 feet to a point on the North line of the South half of the Southeast quarter of said Section; thence South 90°00'00" East 175 feet, more or less, to the Northeast corner of the South half of the Southeast quarter of said Section; thence South 00°30'23" East along the East line of said Section to the point of beginning, being the Southeast corner of said Section 16.

Together with the right to the Grantee: to cut, to control or eliminate by herbicides, and at its option to remove from the Premises or the lands of the Grantor adjoining the same on either side, any trees, overhanging branches, vegetation, obstacles or obstructions which may endanger the safety or interfere with the installation, use, or enjoyment of all or any of the Grantee's Facilities; to add to the number of and relocate at any time or times all of Grantee's Facilities; and to use said right of way and easement for access to and from any part or parts thereof and any lands and rights of way of Grantee adjoining the same for the enjoyment of the rights of Grantee therein; and of ingress and egress to, over and from the Premises and any adjoining lands of Grantor at any and all times for the purposes of exercising and enjoying any and all of the rights hereby vested in Grantee.

It is understood and agreed:

1. The permanent easement shall be.....<sup>75</sup>.....feet on either side of a center line connecting the center points of the poles, towers or supported structures, as constructed on the Premises and/or on adjoining lands.
2. Grantee shall promptly repair or replace all fences, gates, drains and ditches damaged or destroyed by it on the Premises and shall pay Grantor all damages done to crops and livestock on the Premises proximately caused by the construction, operation and maintenance of Grantee's Facilities. Any trees cut will be paid for by Board Measure, using Scribner's Lumber Rules at the market price in vicinity. All claims of Grantor for damages arising under this indenture shall be made at or mailed to the office of Grantee at Fort Wayne, Indiana, within thirty (30) days after such damages shall accrue.
3. Grantee shall pay to Grantor, at or prior to the time when construction of Grantee's Facilities is commenced on the Premises,.....for each.....to be located thereon.
4. Grantor shall have the right to cultivate or otherwise use the Premises in any way not inconsistent with the easement hereby granted, but no building, structure or obstruction shall be placed by the Grantor under or within.....feet (measured horizontally) of nearest.....cable or wire.



5. This indenture contains all the terms and conditions of this easement, express or implied, between the parties hereto and shall be binding upon, and inure to the benefit of, Grantor and Grantee and their respective representatives, successors, assigns, lessees and licensees.

6. Grantor, through its duly authorized officers, certifies under oath that no Indiana gross income tax is due or payable at this time in respect to the transfer made by this indenture.

In Witness Whereof the said Grantor has caused these presents to be executed by its duly authorized officers and its corporate seal to be affixed thereto the day and year first above written.

CIVIL CITY OF SOUTH BEND  
BOARD OF PUBLIC WORKS

Signed, Sealed and Delivered in Presence of

*Sandra M. Parmerlee*  
Clerk

**APPROVED**  
BOARD OF PUBLIC WORKS

Grantor

by

JAN 24 1983

*John E. Leszczynski*  
*Joseph E. Kernan*

President

Secretary



This instrument was prepared by \_\_\_\_\_, Agent for Indiana & Michigan Electric Company on its behalf.

STATE OF MICHIGAN, } ss.  
County of.....

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 } ss.  
County of...St. Joseph.....

Be it remembered that on the 24th day of January, 1983 before the undersigned, a  
Notary Public, in and for the County and State aforesaid, personally appeared... JOHN E. LESZCZYNSKI,  
President of the RICHARD L. HILL & JOSEPH E. KERNAN Board of Public Works, and acknowledged the execu-  
tion of the foregoing instrument on behalf of said Company, as the voluntary act and deed of said  
Board of Public Works 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  
February 9, 1986

*Cecelia Ann Williams*

Cecelia Ann Williams, Notary Public  
Resident of St. Joseph County

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~~Grantee's facilities shall be located on a xxxxxxxx foot wide permanent easement, the center line of which shall lie on or within.....feet on either side of the following described line:~~

Beginning at the Southeast corner of said Section 16 for the point of beginning of this description; thence North 90°00'00" West along the South line of said Section, 20 feet; thence North 00°30'23" West, 619.72 feet; thence North 19°04'09" West, 486.87 feet; thence North 00°30'23" West 240 feet to a point on the North line of the South half of the Southeast quarter of said Section; thence South 90°00'00" East 175 feet, more or less, to the Northeast corner of the South half of the Southeast quarter of said Section; thence South 00°30'23" East along the East line of said Section to the point of beginning, being the Southeast corner of said Section 16.

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It is understood and agreed:

1. The permanent easement shall be 75 feet on either side of a center line connecting the center points of the poles, towers or supported structures, as constructed on the Premises and/or on adjoining lands.
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