

# 1298

EASEMENT from Martin Blad to City  
of South Bend, (Use of Private  
Drainage Ditch)

(ETHANCL PLANT PROJECT)



EASEMENT

Martin Blad, hereinafter called Grantor, in consideration of the sum of Three Thousand Dollars (\$3,000.00) for each Thirty (30) day period or part thereof throughout the term of this easement agreement, hereby grants to the City of South Bend, Indiana, hereinafter called the Grantee, and its agents and contractors, the right to drain water from the property known as the New Energy Corporation Ethanol Plant site located in the Rum Village Industrial Park, into the private drainage ditch located upon the hereinafter described real estate, provided, however, that such water can be introduced into the private drainage ditch only at a point west of the NJI & I Railroad tracks, and the right to enter upon the hereinafter described real estate in order to clean, maintain, repair or improve the private drainage ditch, which drainage ditch is located within the boundaries of a tract or parcel of land situated in the County of St. Joseph, State of Indiana, described as follows:

Township 37 North, Range 2 East, Southwest 1/4, Section 16; Township 37 North, Range 2 East, Southeast 1/4, Section 17; Township 37 North, Range 2 East, Northeast 1/4, Section 20; Township 37 North, Range 2 East, Northeast 1/4, Section 21; and Township 37 North, Range 2 East, Northwest 1/4, Section 21.

The Grantee will indemnify and save the Grantor harmless from and against any and all damages, losses or costs proximately caused by Grantee's use of the private drainage ditch located within the described property.

This easement shall be temporary and shall begin on April 23, 1983, and shall expire at such time as the permanent drainage ditch being designed and built to drain the Rum Village Industrial Park retention basin has been completed and can be utilized for the intended purpose.

Grantee must be able to control the amount of water entering the private drainage ditch and must be able to shut off the flow of water should flooding problems occur.



Grantor shall have the final say as to the amount of water which the drainage ditch can accomodate at a given time provided, however, that such determination shall be reasonable and shall not be unduly restrictive.

Upon expiration of this easement agreement the Grantee shall leave the private drainage ditch in essentially the same or better condition than at the beginning of the easement term.

Payment of consideration shall be made to Grantor at the end of each Thirty (30) day period with the final payment due upon expiration of the easement period.

The undersigned Grantor hereby covenants that it is the owner in fee simple of said land and is lawfully seized thereof and has good faith right to grant and convey said easement herein, and guarantees the quiet possession thereof, that the said land is free from all encumbrances, and that the Grantor will warrant and defend the title to said easement against all lawful claims.

This easement shall be binding on the heirs, executors, administrators, grantees and assigns of the Grantor and upon the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantor has duly executed this document on the 27th day of April, 1983.

Martin Blad  
MARTIN BLAD

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

Before me, a Notary Public, in and for said County and State personally appeared Martin Blad and acknowledges the execution of the above and foregoing easement as his voluntary act and deed.

Sandra M. Parmelee  
SANDRA M. PARMERLEE, Notary Public  
Resident of St. Joseph County, IN

**APPROVED**  
BOARD OF PUBLIC WORKS

My Commission Expires:

June 18, 1984

MAY 2 1983

John G. Gorman  
John G. Gorman  
Superior E. Herron

This instrument prepared by Carolyn V. Pfofenhauer, Assistant City Attorney, for the City of South Bend, Indiana