

#1299

EASEMENT from New Energy Co. to City of South Bend, Beginning at the intersection of the easterly right-of-way of the New Jersey, Illinois & Indiana RR and the N. line of the proposed right-of-way line of Calvert St. as described above, thence N. $22^{\circ}18'50''$ E. 25' along said Easterly right-of-way line; thence S. $60^{\circ}16'33''$ E. 46.64' to said N. right-of-way line of Calvert St., thence N. $90^{\circ}00'00''$ W. along said N. right-of-way line 50.00' to the Point of Beginning, containing 0.013 acres more or less.

(ETHANOL PLANT PROJECT)

Hold. Dtd of Works.

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#1299

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EASEMENT

New Energy Company of Indiana, an Indiana limited partnership (the "Grantor") for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration the receipt of which is hereby acknowledged conveys to the City of South Bend, Indiana (the "Grantee") an easement to and across the real estate located in St. Joseph County, Indiana which is described as follows:

Beginning at the intersection of the easterly right of way line of the New Jersey, Illinois and Indiana Railroad and the north line of the proposed right of way line of Calvert Street as described above, thence North 22°18'50" East 25 feet along said Easterly right of way line; thence South 60°16'33" East 46.64 feet to said North right of way of Calvert Street, thence North 90°00'00" West along said North right of way line 50.00 feet to the Point of Beginning, containing 0.013 acres more or less.

(the "Real Estate") for the purpose of constructing, installing, maintaining and replacing a storm sewer.

Except as herein provided, Grantor shall continue to have the full use and enjoyment of the Real Estate. Grantee shall bear full responsibility for the use and enjoyment of its easement and shall hold Grantor harmless from any claims or damages to person or property resulting from the use and enjoyment thereof by Grantee.

Grantee shall have the right to come onto the property of the Grantor for the purpose of constructing, installing, maintaining and replacing the storm sewer but shall do so in such a manner as to not cause damage to the property of the Grantor. If any damage to the property of the Grantor results from the exercise of its rights by the Grantee hereunder, the Grantee will fully compensate the Grantor for such damages.

Grantor will warrant and forever defend the right and title to the Easement herein conveyed unto Grantee against the claims of all persons owning, holding, or claiming by, through, or under Grantor, which claims are based upon matters occurring subsequent to Grantor's acquisition of the Real Estate on

FILM NO.
WANDA A. YOVAK
RECORDER

MAY 9 2 38 PM '83

ST JOSEPH CO.
INDIANA
FILED FOR RECORD

October 26, 1982 and prior to the date of this Easement.

This Easement is executed on this 26 day of April, 1983.

GRANTOR

New Energy Company of Indiana by New Energy Corporation of Indiana, its General Partner

By: Donald W. Evans, Vice Pres.
Donald W. Evans, Vice President

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

Before me, the undersigned, a notary public residing in said county and state, personally appeared, Donald W. Evans, known to me to be the Vice President of New Energy Corporation of Indiana, the general partner of New Energy Company of Indiana and acknowledged the execution of the foregoing Easement on behalf of said corporation and said limited partnership and stated that he is authorized so to do. In witness whereof, I have hereunto subscribed my name and affixed my official seal, this 26th day of April, 1983.

Richard L. Mintz
Richard L. Mintz
Notary Public Residing in St. Joseph
County



My commission expires:
2-10-85

APPROVED
BOARD OF PUBLIC WORKS

MAY 2 1983
Joseph E. Lewis
Joseph E. Lewis

This Instrument was prepared by Richard L. Mintz, Roemer and Mintz, 1400 St. Joseph Bank Building, South Bend, Indiana 46601.

FILM NO. 8307467
WANDA A. NOWAK
RECORDER

MAY 9 2 38 PM '83

ST. JOSEPH CO.
INDIANA
FILED FOR RECORD

INDEXED

This instrument was recorded on this 9th day of May, 1983.
October 26, 1982 and to the date of this instrument.

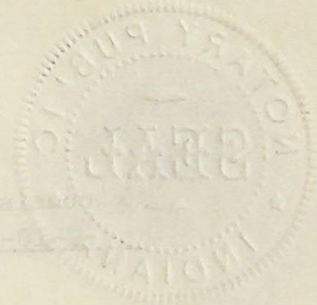
GRANTOR
New Energy Company of Indiana, Inc.
Energy Corporation of Indiana, Inc.
General Partner

By: Donald W. Evans, Vice President

STATE OF INDIANA)
COUNTY OF ST. JOSEPH)

I, the undersigned, a notary public residing in said county and state, personally appeared, Donald W. Evans, known to me to be the Vice President of New Energy Corporation of Indiana, the general partner of New Energy Company of Indiana and acknowledged the execution of the foregoing instrument on behalf of said corporation and said limited partnership and stated that he is authorized so to do. In witness whereof, I have hereunto subscribed my name and official seal, this 9th day of May, 1983.

Richard L. White
Notary Public Residing in St. Joseph County



APPROVED
BOARD OF PUBLIC WORKS

MAY 2 1983

This instrument was prepared by Richard L. White, Notary Public, State of Indiana.