

#1301

EASEMENT AND RIGHT-OF-WAY from  
Arthur Snyder Farm, Inc. to City  
of South Bend, (SEE EASEMENT)

(ETPANOL PLANT PROJECT)



Held.  
David Wells.

8308503

#1301

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EASEMENT AND RIGHT-OF-WAY

In consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, cash in hand paid, the receipt whereof is hereby acknowledged, the undersigned hereby grants, bargains, sells, conveys, transfers and delivers to the Civil City of South Bend an easement and right-of-way for the following purposes, namely: to enter upon the hereinafter-described land for the purpose of constructing, maintaining and repairing a drainage ditch or conduit 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, and described on "Exhibit A," which is attached hereto, made a part hereof and incorporated herein by reference.

The Grantor hereby covenants with the Civil City of South Bend that it is lawfully seized and possessed of the afore-described tract or parcel of land; that it has good and lawful right to sell and convey; that it is free from all encumbrances; and that it will warrant and defend the title in quiet possession against the lawful claims of all persons whomsoever.

As a further consideration for the granting of this easement, the Grantee accepts the same, subject to and conditioned upon the following covenants of the Civil City of South Bend, the Grantee herein, as follows:

A. The ditch to be constructed shall not exceed 30 feet in width and shall be on the south and east sides of said easement, adjacent to the subject railroad right-of-way, with a 20-foot access strip on the north and west sides of the ditch. (No enlargement of the ditch shall occur without the written consent of the Grantor and payment of any additional damages which may be incurred.)



B. The spill dirt from said construction shall be leveled adjacent to the north and west sides of said ditch pursuant to instructions of the Grantor.

C. The Grantee guarantees the adequacy of the ditch and proper functioning.

D. The Grantee will create proper passageway under Route 31 (the Bypass) similar to that now existing on the south side of the railroad right-of-way under said Bypass in order to permit Grantor access to its land by its machinery.

E. The Grantee shall permit the Grantor to use any of the water from said ditch for irrigation purposes at its convenience and expense.

F. The Grantor retains the right to use the 20-foot access strip for any of its purposes, including the right-of-way access into its lands and other uses not interfering with the operation of the ditch or the use and repair thereof.

Dated this 18th day of May, 1983.

ARTHUR SNYDER FARM, INC.

By Arthur E. Snyder  
Arthur E. Snyder, President

ATTEST:

Margaret A. Snyder  
Margaret A. Snyder, Secretary

FILED FOR RECORD  
ST. JOSEPH CO.  
INDIANA  
MAY 23 2 51 PM '83

FILM NO.  
WANDA A. N.  
RECORDS



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

Before me, a Notary Public in and for said County and State, personally appeared Arthur E. Snyder and Margaret A. Snyder, known to me to be President and Secretary respectively of Arthur Snyder Farm, Inc., who, on behalf of said corporation, acknowledged the execution of the above and foregoing Easement and Right-of-Way in their capacity as such officers.

WITNESS my hand and notarial seal, this 18th day of May, 1983.

Carol S. Lynch  
Carol S. Lynch, Notary Public  
Resident of St. Joseph County, Ind.

My Commission Expires:  
August 31, 1983.



Accepted by:

BOARD OF PUBLIC WORKS  
CITY OF SOUTH BEND, INDIANA

John D. Szypulski  
Richard M. Mc...  
Joseph E. Kernan

ATTEST:

Sandra M. Parmelee  
Clerk



8038068  
8308503

EXHIBIT "A"

LEGAL DESCRIPTION

A parcel of land situated in the Southwest Quarter ( $\frac{1}{4}$ ) of Section Sixteen (16), Township Thirty-seven (37) North, Range Two (2) East, in Portage Township, St. Joseph County, Indiana, more particularly described as follows: Beginning at a point in the North and South centerline of the Northeast Quarter of the Southwest Quarter of said Section 16, and said point being 50 feet Northwesterly by radial measurement from the centerline of the main Track of the New York Central Railroad Company as described in Deed conveyance from James H. Muir to the Indiana, Illinois and Iowa Railroad company by Quit-Claim Deed dated October 30, 1894, and recorded in the office of the Recorder of St. Joseph County, Indiana on November 1, 1894; thence Southwesterly parallel to said centerline a distance of 1970 feet, more or less, to the East and West centerline of said Southwest Quarter of said Section 16; thence West along the said East and West centerline a distance of 74 feet, more or less, to a point 100 feet Northwesterly by radial measurement from the said centerline of the main track of the New York Central Railroad Company; thence Northeasterly parallel to said centerline a distance of 1980 feet, more or less, to the East and West centerline of said Section 16; thence East along said East and West centerline of said Section 16 a distance of 24 feet more or less to a point, said point being 43.9 feet West of the North and South centerline of the said Northeast Quarter of the said Southwest Quarter of said Section 16, measured along said East and West centerline; thence East along said East and West centerline 43.9 feet to the said North and South centerline of said Northeast Quarter of said Southwest Quarter; thence South 8.67 feet, more or less, to the point of beginning.

ALSO, a parcel of land located in the Southeast Quarter ( $\frac{1}{4}$ ) of Section No. Seventeen (17), in Township No. Thirty-seven (37) North, Range No. Two (2) East, Portage Township, St. Joseph County, Indiana, more particularly described as follows: A fifty feet wide strip of land that lies North and West of and contiguous to the right-of-way of the Chicago, Indiana and Southern Railroad Company, formerly the Indiana, Illinois and Iowa Railroad Company.

ALSO, a parcel of land located in the Northeast Quarter ( $\frac{1}{4}$ ) of Section No. Twenty (20), in Township No. Thirty-seven (37) North, Range No. Two (2) East, Portage Township, St. Joseph County, Indiana, more particularly described as follows: A fifty feet wide strip of land that lies North and West of, and contiguous to the right-of-way of the Chicago, Indiana and Southern Railroad Company, formerly the Indiana, Illinois and Iowa Railroad Company, said strip being further limited in extent by the Kankakee or Dixon West Place Ditch.

EXCEPT, that portion of the above parcels described in a RIGHT-OF-WAY Grant granted by Anna G. Dodd, widow, to State of Indiana by an instrument dated August 24, 1961 and recorded October 13, 1961 in Deed Record 620, page 206.

*AED*

*M. A. S.*

consent of the Grantor and payment of any additional damages  
which may be incurred.)



BOARD OF PUBLIC WORKS

INTER-OFFICE MEMO

COPY

DATE May 23, 1983

TO: DAVID A. WELLS, P.E., MANAGER  
BUREAU OF DESIGN AND ADMINISTRATION

FROM: SANDRA M. PARMERLEE, CLERK *SP*  
BOARD OF PUBLIC WORKS

RE: EASEMENT AND RIGHT-OF-WAY  
ARTHUR SNYDER FARMS, INC.

The Board of Public Works, at their meeting held today, accepted and executed the Easement and Right-of-Way Agreement submitted by Arthur Snyder Farms, Inc. for the conveyance of a parcel of land which is necessary for the construction of a drainage ditch relating to the ethanol plant project.

As you requested in your memo of May 18, 1983, attached is the original and one (1) copy of the Easement and Right-of-Way Agreement which have been executed by the Board.

If you have any questions regarding this matter, please do not hesitate to call me.

smp  
Enc.





# CITY of SOUTH BEND

ROGER O. PARENT, Mayor

COUNTY-CITY BUILDING

SOUTH BEND, INDIANA 46601

John E. Leszczynski  
Director, Public Works

Division of  
Engineering

(219) 284-9251

May 18, 1983

Board of Public Works  
Room 1308, County-City Building  
South Bend, IN 46601

Gentlemen:

Attached please find an original and two copies of an easement which has been executed by officers of Arthur Snyder Farms, Inc. The substance of the easement has been reviewed and approved in draft form by the Legal Department.

Please formally accept and execute the three instruments. Please return the original and one copy so that I can deliver a copy to the grantor and record the original.

Your cooperation will be appreciated so that a drain which is critical to the Ethanol plant may be constructed.

Respectfully submitted,

A handwritten signature in black ink that reads "David A. Wells P.E." The signature is written in a cursive style.

David A. Wells, P.E., Manager  
Bureau of Design & Administration

DAW/mkm

Attachments



EASEMENT AND RIGHT-OF-WAY

In consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, cash in hand paid, the receipt whereof is hereby acknowledged, the undersigned hereby grants, bargains, sells, conveys, transfers and delivers to the civil city of South Bend an easement and right-of-way for the following purposes, namely: to enter upon the hereinafter-described land for the purpose of constructing, maintaining and repairing a drainage ditch or conduit 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, and described on "Exhibit A," which is attached hereto, made a part hereof and incorporated herein by reference.

The Grantor hereby covenants with the Civil City of South Bend that it is lawfully seized and possessed of the afore-described tract or parcel of land; that it has good and lawful right to sell and convey; that it is free from all encumbrances; and that it will warrant and defend the title in quiet possession against the lawful claims of all persons whomsoever.

As a further consideration for the granting of this easement, the Grantee accepts the same, subject to and conditioned upon the following covenants of the Civil City of South Bend, the Grantee herein, as follows:

A. The ditch to be constructed shall not exceed 30 feet in width and shall be on the south and east sides of said easement, adjacent to the subject railroad right-of-way, with a 20-foot access strip on the north and west sides of the ditch. (No enlargement of the ditch shall occur without the written consent of the Grantor and payment of any additional damages which may be incurred.)



B. The spill dirt from said construction shall be leveled adjacent to the north and west sides of said ditch pursuant to instructions of the Grantor.

C. The Grantee guarantees the adequacy of the ditch and proper functioning.

D. The Grantee will create proper passageway under Route 31 (the Bypass) similar to that now existing on the south side of the railroad right-of-way under said Bypass in order to permit Grantor access to its land by its machinery.

E. The Grantee shall permit the Grantor to use any of the water from said ditch for irrigation purposes at its convenience and expense.

F. The Grantor retains the right to use the 20-foot access strip for any of its purposes, including the right-of-way access into its lands and other uses not interfering with the operation of the ditch or the use and repair thereof.

Dated this 18th day of May, 1983.

ARTHUR SNYDER FARM, INC.

By Arthur E. Snyder  
Arthur E. Snyder, President

ATTEST:

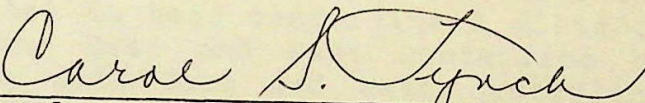
Margaret A. Snyder  
Margaret A. Snyder, Secretary



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

Before me, a Notary Public in and for said County and State, personally appeared Arthur E. Snyder and Margaret A. Snyder, known to me to be President and Secretary respectively of Arthur Snyder Farm, Inc., who, on behalf of said corporation, acknowledged the execution of the above and foregoing Easement and Right-of-Way in their capacity as such officers.

WITNESS my hand and notarial seal, this 18th day of May, 1983.

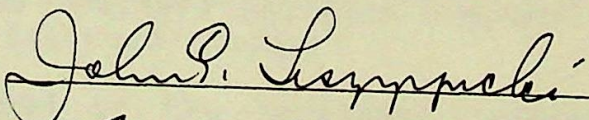
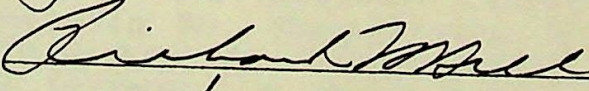
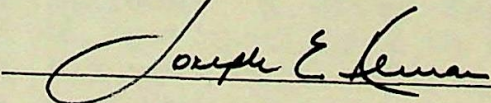
  
\_\_\_\_\_  
Carol S. Lynch, Notary Public  
Resident of St. Joseph County, Ind.

My Commission Expires:

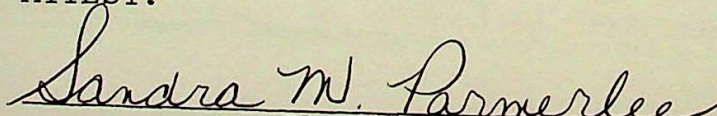
August 31, 1983.

Accepted by:

BOARD OF PUBLIC WORKS  
CITY OF SOUTH BEND, INDIANA

  
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\_\_\_\_\_

ATTEST:

  
\_\_\_\_\_  
Clerk



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*A.E.S.*

*M. A. S.*

a 20-foot access strip on the north and west sides of the ditch.  
(No enlargement of the ditch shall occur without the written consent of the Grantor and payment of any additional damages which may be incurred.)