EASEMENT AND RIGHT-OF-WAY from Edward Rose of Indiana (Edward Ravitz) to City of South Bend, A permanent easement 34' wide measured east and west and being the east 34' of the west 54' off of the entire west end of the following: (SEE EASEMENT)

(WIDENING OF IRONWOOD DR.)

## RECORDER'S RECEIPT Nº 4446

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WANDA A. NOWAK
ST. JOSEPH COUNTY RECORDER

## INTER-OFFICE MEMO



DATE September 12, 1983

To: David A. Wells, P.E., Manager

Bureau of Design & Administration

From: Sandra M. Parmerlee, Clerk Board of Public Works

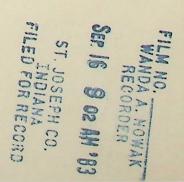
Re: Easement - Edward Rose of Indiana

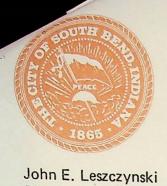
At its meeting held today, the Board of Public Works approved and accepted the Easement and Right-of-Way from Edward Rose of Indiana for a parcel of property that will allow the City at some future time to widen Ironwood Drive between Ireland and Ridgedale. We will have the Easement recorded and will provide you with a copy if you desire. Do we need to correspond any further with Edward Rose of Indiana on this matter? If so, please let me know.

Thanks Dave.

SMP/mp

..... se chiee east (ROL), renn lownsnip, St. Joseph County, Indiana.





## CITY of SOUTH BEND

ROGER O. PARENT, Mayor

COUNTY-CITY BUILDING

SOUTH BEND, INDIANA 46601

Director, Public Works

(219) 284-9251

Division of Engineering

September 8, 1983

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

Gentlemen:

Attached is an easement we have secured from Edward Rose of Indiana. This easement is being brought to your attention since a "hold-harmless against the grantor" clause has been added to a rather standard form. It is our opinion that this clause does not depreciate the value of the easement or expose the City to any new or unusual risks. The easement will allow us to widen Ironwood Drive between Ireland and Ridgedale at some point in time.

Based on the above, we recommend that you approve and accept this easement.

truly yours,

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

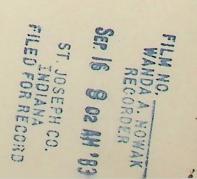
Mall T.E.

DAW/mkm

Enclosure

cc: Carolyn Pfotenhauer

Range three east (R3E), Penn Township, St. Joseph County, Indiana.



8317612

#1309

## EASEMENT AND RIGHT-OF-WAY

In consideration of the sum of \_\_One (\$1.00)

Dollars cash in hand paid, receipt whereof is hereby acknowledged, the undersigned hereby grant, bargain, sell, convey, transfer, deliver unto the Civil City of South Bend, a permanent easement and right-of-way, for the following purposes namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair, and rebuild roads, streets, highways, together with such bridges, culverts, ramps, and cuts as may be necessary, on, over, and across the ground embraced within the right-of-way hereinafter described, further a permanent easement and right-of-way, including the perpetual right thereupon the real estate hereinafter described, at any time that it may see fit, for the purpose of constructing, maintaining and repairing, installing and renewing any water, sewer, and other utility facilities, whether used in conjunction with general street purposes, or for the sole purpose of constructing, maintaining, installing, repairing, and replacing and/or renewing such sewer or other facilities for all purposes whatsoever, including but not by way of limitation, drainage structures for both sanitary and storm sewer ground embraced within the right-of-way hereinafter described, which is located wit in the boundaries of a tract or parcel of land situated in the County of St. Joseph, State of Indiana, briefly described as follows:

A permanent easement 34 feet wide measured east and west and being the east 34 feet of the west 54 feet off the entire west end of the following described tract of land to wit:

The south 217.14 feet of the northwest one-quarter (NW ¼) of the northwest one-quarter of Section 29, Township thirty-seven north (37-N), Range three east (R3E) also a temporary construction easement for grading and slope work being the east 28 feet of the west 82 feet off the entire west end of the above described tract of land, all in the northwest one-quarter (NW ¼) of the northwest one-quarter (NW ¼) of Section 29, Township thirty-seven north (37-N). Range three east (R3E), Penn Township, St. Joseph County, Indiana.

SEP. 16 9 02 14 93
ST. JOSEPH CO.
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To have and to hold the said easement and right-of-way unto the Civil City of South Bend, Indiana, and unto its successors and assigns forever.

And the said Grantors hereby covenant with the Civil City of South Bend, Indiana, that they are lawfully seized and possessed of the aforedescribed tract or parcel of land; that they have a good and lawful right to sell and convey; that it is free from all encumbrances; and that they will warrant and forever defend the title in quiet possession thereto against the lawful claims of all persons whomsoever.

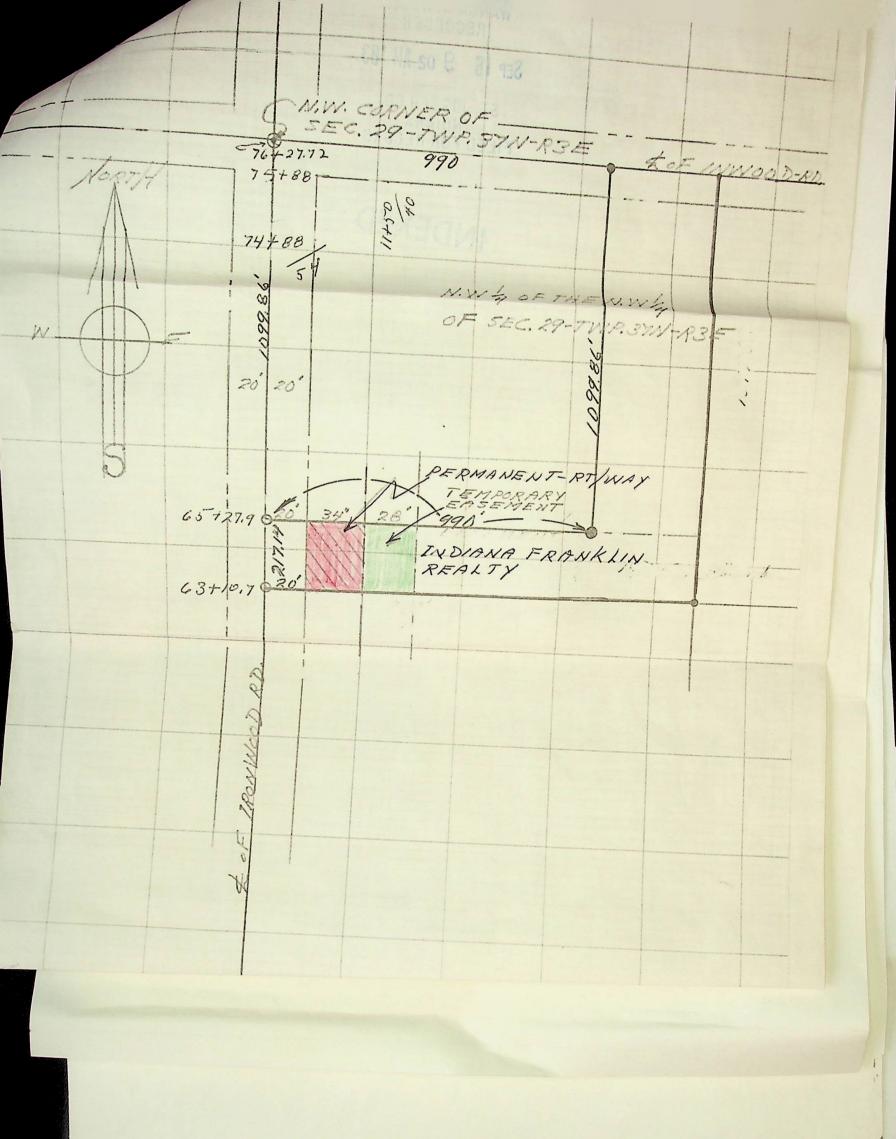
And as a further consideration for the payment of the purchase price, above stated, the Grantors hereby release all claims for damage, from whatsoever cause, incidental to the exercise of any of the rights herein granted, from the beginning of the world until this date.

It is understood and agreed by the parties hereto, that wherever in the foregoing instrument the singular number is used, it will be read as plural, if and when necessary, and that wherever words of neuter gender are employed, they will likewise apply to the masculine gender, whenever the contract requires.

The Grantee hereby agrees to save and hold the Grantor harmless from any and all claims, debts, causes of action or judgments for any damage to property and/or injury to any person which may arise out of any construction within or use of said easement areas by the Grantee, its agents, employees, representatives, contractors, successors or assigns.

In witness whereof, the Grantor h	nas duly executed this inches
this 31st day of August	19_83.
	Edward Rose of Indiana, an Indiana Limited Partnership By: Many Rosell Edward Ravitz, Agent
KALAMAZOO  SXXXXIOSEPN COUNTY )  MICHIGAN SS:  STATE OF XMOLAMAX SS:  Before me, a Notary Public, in and personally appeared Edward Ravit	
, who acl	knowledged the execution of the
above and foregoing instrument and right	t-of-way as his
free and voluntary act and deed this	31st day of August , 19 83
My Commission Expires:  September 2, 1985	Notary Public  Kathy Sootsman  Kalamazoo County, Michigan
APPROVED BOARD OF PUBLIC WORKS	KATHLEEN E. SOOTSMAN Notary Public, Kalamazoo County, MI My Commission Expires Sept. 2, 1985

This instrument was prepared by Carolyn V. Pfotenhauer, Assistant City Attorney, City of South Bend, 1400 County-City Building, South Bend, Indiana 46601



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