

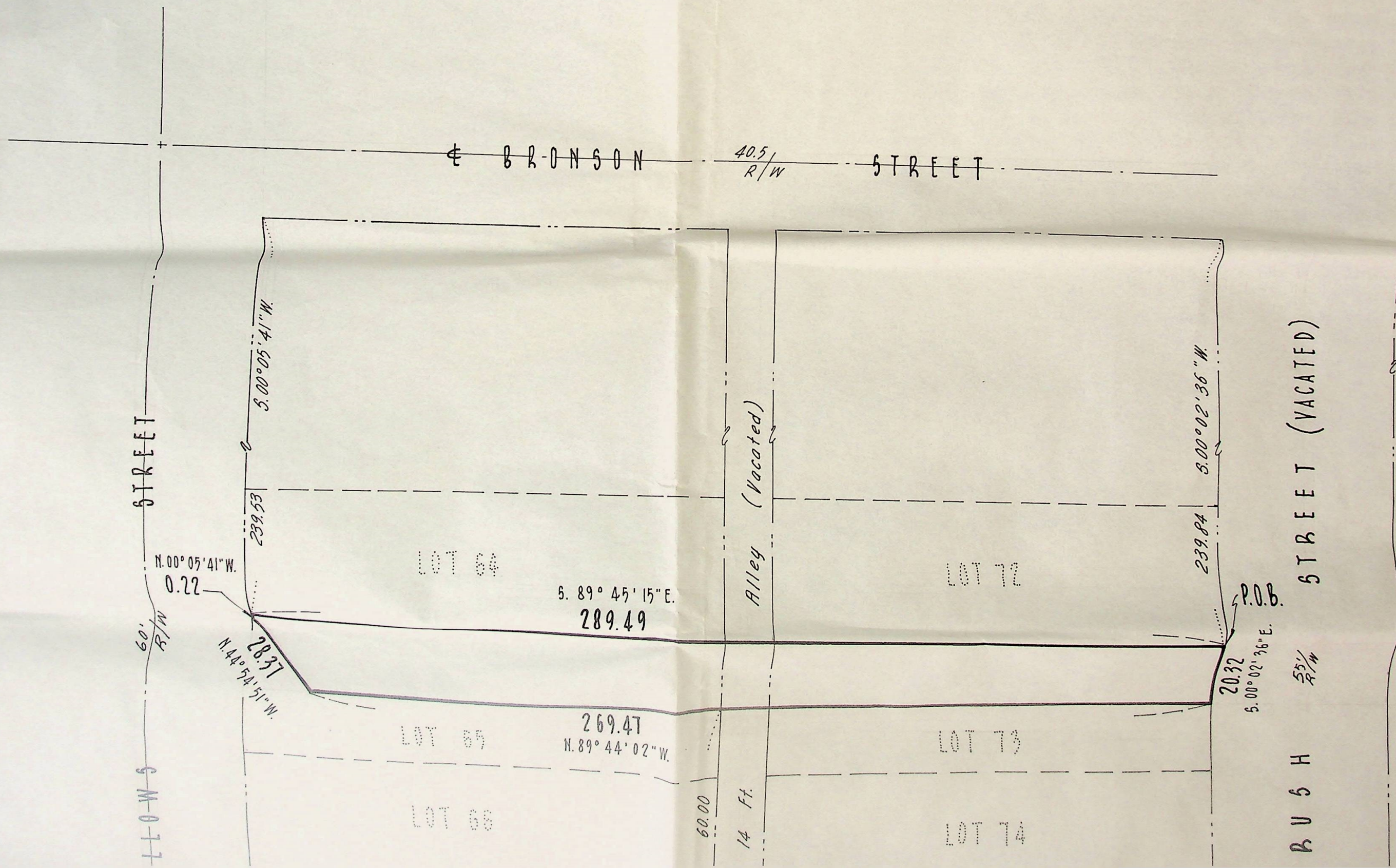
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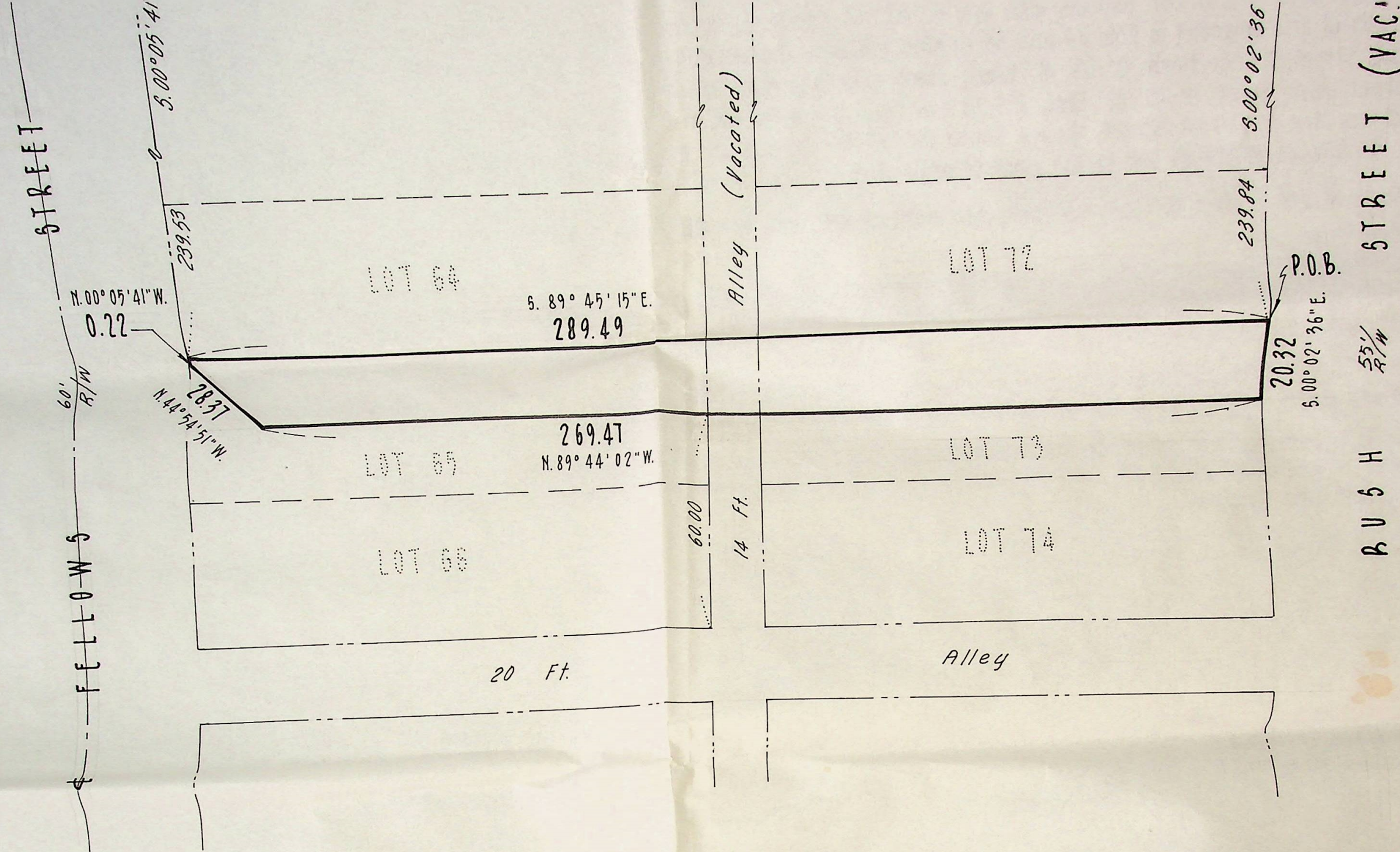
PLAT OF DEDICATION -

Monroe/Sample Redevelopment Area.

PLAT OF MONROE SAMP

Parts of Lots 73 and 65
Section of the Vacated
of South Bend, St. Jos





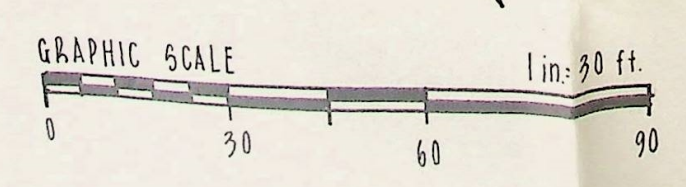
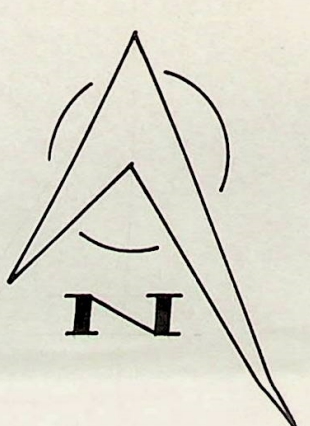
CITY OF SOUTH BEND BOARD OF PUBLIC WORKS
7-16-84

John D. Szyprowski
Member

Richard Weiss
Member

Michael H. Bauer
Member

Member



DEDICATION OF A REDEVELOPMENT AREA

J. Rush's 4th Addition along with that
4 Ft. Alley lying between said Lots, City
of St. Joseph County, Indiana

EASEMENT AND RIGHT-OF-WAY

In consideration of the sum of _____ Dollar(s) 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 purposes 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 within the boundaries of a tract or parcel of land situated in the County of St. Joseph, State of Indiana, briefly described as follows:

A parcel of land in the City of South Bend, Indiana, being parts of Lots 73 and 65 in J. Rush's 4th Addition along with that section of the vacated 14 foot alley lying between said Lots as shown on the recorded plat of said Addition in the office of the Recorder of St. Joseph County, Indiana more particularly described as beginning at the Northeast corner of said Lot 73, said beginning point being South $0^{\circ}-02'-36''$ West 239.84 feet from the intersection of the South right-of-way line of Bronson Street (40.5 feet wide) with the West right-of-way line of, now vacated, Rush Street (formerly 55 feet wide); thence South $0^{\circ}-02'-36''$ East, along the East line of said Lot 73, a distance of 20.32 feet; thence North $89^{\circ}-44'-02''$ West, a distance of 269.47 feet parallel with and 60.00 feet North of, by rectilinear measurement, the North line of a 20 foot wide public alley lying South of and adjacent to Lots 74 and 66 in said addition; thence North $44^{\circ}-54'-51''$ West a distance of 28.37 feet to the East right-of-way line of Fellows Street; thence North $0^{\circ}-05'-41''$ West, along said East right-of-way line, a distance of 0.22 feet to the Northwest corner of said Lot 65, said corner being South $0^{\circ}-05'-41''$ East, 239.53 feet from the intersection of said South right-of-way line of Bronson Street with said East right-of-way line of Fellows Street; thence South $89^{\circ}-45'-15''$ East, along the North line of said Lot 65, its projection, and the North line of said Lot 73, a distance of 289.49 feet to the place of beginning.

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 aforescribed 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.



L. Bernard Feeney

8415273

FILM NO.
WANDA A. NOWAK
RECORDER

JUL 25 3 19 PM '84

ST. JOSEPH CO.
INDIANA
FILED FOR RECORD

#1322

West, a distance of 269.4 feet parallel with the East line of said Lot 65, thence North 44°-54'-51" West a distance of 28.37 feet to the East right-of-way line lying South of and adjacent to Lots 74 and 66 in said addition; thence North 0°-05'-41" West, along said East right-of-way line, a distance of 0.22 feet to the Northwest corner of said Lot 65, said corner being South 0°-05'-41" East, 239.53 feet from the intersection of said South right-of-way line of Bronson Street with said East right-of-way line of Fellows Street; thence South 89°-45'-15" East, along the North line of said Lot 65, its projection, and the North line of said Lot 73, a distance of 289.49 feet to the place of beginning.

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J. Bernard Feeney
J. Bernard Feeney
Indiana R.L.S. No. S-0309

F. Jay Nimitz
F. Jay Nimitz, President
South Bend Redevelopment Commission
on behalf of its Department of Redevelopment

Attest: *A. Peter Donaldson*
A. Peter Donaldson
Commission Member

CERTIFICATION

I, A. Peter Donaldson, certify that I am a member of the Commission executing this easement and right-of-way agreement that F. Jay Nimitz, who signed this agreement on behalf of the Corporation, was then President of said Commission; that said agreement was duly signed for and on behalf of said Commission by authority of its governing body and is within the scope of said Commission's powers.

STATE OF INDIANA)
ST. JOSEPH COUNTY) SS:

Before me, a Notary Public in and for the aforesaid County and State personally appeared F. Jay Nimitz and A. Peter Donaldson, known to be President and Member respectively of the South Bend Redevelopment Commission, who on behalf of said Commission acknowledged the execution of the above and foregoing instrument to be its voluntary act and deed.

Witness my hand and Notarial Seal this 13th day of July, 1984.
My commission expires: 2/9/86

Denise Sullivan
Notary Public
Resident of St. Joseph County, Indiana.

Prepared by:
Lang, Feeney & Associates, Inc.
205 W. Jefferson Blvd. - Suite 311
South Bend, Indiana 46601
Phone (219) 233-1841

Land Surveying	
Scale 1 in. = 30 ft.	Drawn K.E.Z.
Date June 25, 1984	Checked

of Fellows Street; thence South 0°-05'-41" East, 239.53 feet from the intersection of said right-of-way line of Fellows Street with the right-of-way line of Fellows Street; thence South 89°-45'-15" East, along the North line of said Lot 65, its projection, and the North line of said Lot 73, a distance of 289.49 feet to the place of beginning.

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J. Bernard Feeney
J. Bernard Feeney
Indiana R.L.S. No. S-0309

Attest: *A. Peter Donaldson*
A. Peter Donaldson
Commission Member

F. Jay Nimtz
F. Jay Nimtz, President
South Bend Redevelopment Commission
on behalf of its Department of Redevelopment

CERTIFICATION

I, A. Peter Donaldson, certify that I am a member of the Commission executing this easement and right-of-way agreement that F. Jay Nimtz, who signed this agreement on behalf of the Corporation, was then President of said Commission; that said agreement was duly signed for and on behalf of said Commission by authority of its governing body and is within the scope of said Commission's powers.

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Denise Sullivan
Notary Public
Resident of St. Joseph County, Indiana.

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Lang, Feeney & Associates, Inc.	
205 W. Jefferson Blvd. - Suite 311	
South Bend, Indiana 46601	
Phone (219) 233-1841	
Land Surveying	
Scale 1 in. = 30 ft.	Drawn H.E.Z.
Date June 25, 1984	Checked
Rev.	Job No.
Rev.	46-81

