

#1339

FACADE EASEMENT - BETWEEN TRUST
NO. 30560 and City of South Bend.

(PALAIS ROYALE)

Hold: Board of
Works

#1339

8513289
FACADE EASEMENT

FILM NO. _____
WANDA A. NOWAK
RECORDER

JUL 9 10 08 AM '85

FILED FOR RECORD

ST. JOSEPH CO.
INDIANA

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THIS INDENTURE made this 1st day of July 1985, by and between TRUST NO. 30560, an Indiana land trust having 1st Source Bank as its Trustee, hereinafter called the "Grantor", and CIVIL CITY OF SOUTH BEND, INDIANA, hereinafter called the "Grantee", for and in consideration of their mutual promises, covenants and agreements, and the payment of \$25.00 the parties hereto agree as follows:

1. Grantor is the owner of a certain parcel of real property located in St. Joseph County, State of Indiana, and more particularly described as follows:

Lot Numbered Six (6) and a lot or parcel of land twenty-four (24) feet in width, north and south, taken off of and from the entire length of the south side of Lot Numbered Five (5), all as shown on the Original Plat of the City of South Bend, Indiana.

2. Grantee agrees to renovate the facade of the building located on the above described real property and to then lease the facade easement to Grantor for a term of nineteen (19) years. In consideration for these agreements by Grantee, and other consideration Grantor hereby conveys to Grantee an interest in the above described real estate consisting of an easement over the exterior facade of the building located on the above described real estate, which easement shall be deemed to run with the land as a servitude until terminated under the provisions set forth herein. The terms of this easement are that Grantee may alter, rehabilitate and use the entire facade and exterior of the building located on the above described property and shall do so in accordance with certain architectural plans and drawings which are approved in advance by Grantee and the standards of the National Park Service for Historic Structures and that during the term of this easement Grantee shall have the exclusive use of the exterior of said building, subject to such uses as it, its lessees or its assignees may permit, and subject to the rights of tenants in the Building and their licensees and others to ingress and egress to and from the Building, with this Easement

not inhibiting the ingress to and egress from the Building whatsoever. Grantor agrees to maintain the Facade after it is renovated and agrees that Grantee shall have no responsibility for any such maintenance or repair.

3. This easement may be terminated by Grantee exercising an option contained within the lease between Grantor and Grantee, by making payment of the entire Rental Base described in the lease, plus interest due to date of making the final payment and paying Grantee the sum of One Dollars (\$1.00). Upon the above payments and exercise of option being completed, Grantee shall deliver to Grantor an instrument in writing which shall be recorded in the records of the Recorder of St. Joseph County, Indiana, to terminate this easement. Until so terminated, this easement shall continue in force.

4. This easement may be leased by Grantee to Grantor at any time. No other assignments or leases may be made without Grantor's prior written consent. If this easement is leased to Grantor, Grantor shall thereby obtain all of the rights of Grantee in said easement during the term of the lease.

5. This easement shall inure to the benefit of and bind the respective parties hereto, their successors in interest and assigns and the successors in title to the above property.

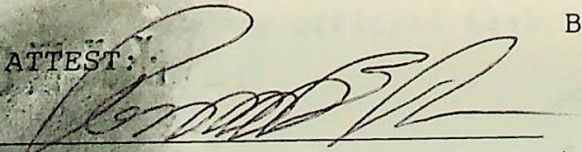
IN WITNESS WHEREOF, the undersigned executed and delivered this Facade Easement this 1st day of July, 1985.

TRUST NO. 30560

BY: 1ST SOURCE BANK, Trustee

BY John J. Fox
vice President & Senior Trust Officer

ATTEST:



ROBERT D. ROUNTREE
ASSISTANT SECRETARY

CIVIL CITY OF SOUTH BEND, INDIANA

APPROVED

BY _____
BOARD OF PUBLIC WORKS

ATTEST:

Sandra M. Parmerlee
CLERK, BOARD OF PUBLIC WORKS

JUL 1 1985
Michael P. [Signature]

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

8513289

Before me, a Notary Public in and for said County and State, this 1st day of July, 1985, personally appeared 1ST SOURCE BANK, Trustee, by John F. Fox Vice President and Robert B. Rountree known to me to be the Assistant and Senior Trust Officer and Secretary, of 1st Source Bank, Trustee, and acknowledged the execution of the above and foregoing Facade Easement for and on behalf of said Trustee and that he is authorized by it so to do.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Marjorie L. Habermann
Marjorie L. Habermann, Notary Public
a resident of St. Joseph County, IN

My commission expires:
August 8, 1985

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

Before me, a Notary Public in and for said County and State, this 1st day of July, 1985, personally appeared John E. Leszczynski and Michael L. Vance, known to me to be the President and Member, Board of Public Works respectively, of Civil City of South Bend, Indiana, and acknowledged the execution of the above and foregoing Facade Easement for and on behalf of said Civil City of South Bend, Indiana, and that they are authorized by it so to do.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Sandra M. Parmelee
Sandra M. Parmelee, Notary Public
a resident of St. Joseph County, IN

My commission expires:
July 24, 1988

8513289

ST. JOSEPH CO.
INDIANA
FILED FOR RECORD

JUL 8 10 08 AM '85

FILM NO. _____
WANDA A. NOWAK
RECORDER

INDEXED

STATE OF INDIANA)
) ss:
(ST. JOSEPH COUNTY)

Before me, a Notary Public in and for said County and State, this 8th day of July, 1985, personally

appeared JST SOURCE BANK, Trustee, by _____ Vice President and Robert E. Romer, known to me to be the said bank's Trustee and _____ of JST Source Bank, Trustee and _____

acknowledged the execution of the above and foregoing Facade Instrument for and on behalf of said Trustee and that he is authorized by it so to do.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

[Signature]
Wanda A. Nowak, Notary Public
a resident of St. Joseph County, IN

Notary Seal
Notary Expires: _____
Notary No. _____

STATE OF INDIANA)
) ss:
(ST. JOSEPH COUNTY)

Before me, a Notary Public in and for said County and State, this 8th day of July, 1985, personally appeared John E. Isaacmark and Michael L. Vance

known to me to be the President and Member of the Board of Public Works, respectively, of Civil City of South Bend, Indiana, and acknowledged the execution of the above and foregoing Facade Instrument for and on behalf of said Civil City of South Bend, Indiana, and that they are authorized by it so to do.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

[Signature]
Wanda A. Nowak, Notary Public
a resident of St. Joseph County, IN

Notary Seal
Notary Expires: _____
Notary No. _____

This instrument prepared by Bruce R. Randall, Attorney at Law, 210 Lee Nelson Bank Center, South Bend, Indiana 46601

NS

#1339

FACADE EASEMENT

THIS INDENTURE made this 1st day of July, 1985, by and between TRUST NO. 30560, an Indiana land trust having 1st Source Bank as its Trustee, hereinafter called the "Grantor", and CIVIL CITY OF SOUTH BEND, INDIANA, hereinafter called the "Grantee", for and in consideration of their mutual promises, covenants and agreements, and the payment of \$25.00 the parties hereto agree as follows:

1. Grantor is the owner of a certain parcel of real property located in St. Joseph County, State of Indiana, and more particularly described as follows:

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not inhibiting the ingress to and egress from the Building whatsoever. Grantor agrees to maintain the Facade after it is renovated and agrees that Grantee shall have no responsibility for any such maintenance or repair.

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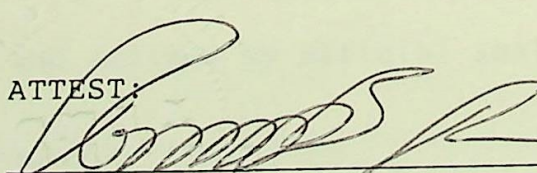
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5. This easement shall inure to the benefit of and bind the respective parties hereto, their successors in interest and assigns and the successors in title to the above property.

IN WITNESS WHEREOF, the undersigned executed and delivered this Facade Easement this 1st day of July, 1985.

TRUST NO. 30560

BY: 1ST SOURCE BANK, Trustee

ATTEST: 

ROBERT B. ROUNTREE
ASSISTANT SECRETARY

BY John J. Fox
Vice President & Senior Trust Officer

CIVIL CITY OF SOUTH BEND, INDIANA

ATTEST:

Sandra M. Parmelee
Clerk, Board of Public Works

BY

APPROVED
BOARD OF PUBLIC WORKS

JUL 1 1985
John J. Fox
Michael...

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

Before me, a Notary Public in and for said County and State, this 1st day of July, 1985, personally appeared 1ST SOURCE BANK, Trustee, by John F. Fox and Robert B. Rountree known to me to be the Senior Trust ^{Vice President and} Assistant Officer and Secretary, of 1st Source Bank, Trustee, and acknowledged the execution of the above and foregoing Facade Easement for and on behalf of said Trustee and that he is authorized by it so to do.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Marjorie L. Habermann
Marjorie L. Habermann, Notary Public
a resident of St. Joseph County, IN

My commission expires:

August 8, 1985

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

Before me, a Notary Public in and for said County and State, this 1st day of July, 1985, personally appeared John E. Leszczynski and Michael L. Vance, known to me to be the President and Member, ^{Board of Public Works} respectively, of Civil City of South Bend, Indiana,[^] and acknowledged the execution of the above and foregoing Facade Easement for and on behalf of said Civil City of South Bend, Indiana, and that they are authorized by it so to do.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Sandra M. Parmerlee
Sandra M. Parmerlee, Notary Public
a resident of St. Joseph County, IN

My commission expires:

July 24, 1988

This instrument prepared by Bruce R. Bancroft, Attorney at Law, 600 1st Source Bank Center, South Bend, Indiana 46601.