

#1418

EASEMENT FROM CITY OF SOUTH BEND
to Indiana Michigan Power Co. -
Commencing at N.W. corner of
Sec. 28, thence S. (SEE EASEMENT)

(SLUDGE FARM AREA)

#1's 1/18 & 1/19



CITY of SOUTH BEND

JOSEPH E. KERNAN, MAYOR

COUNTY-CITY BUILDING SOUTH BEND, INDIANA 46601

John E. Leszczynski
Director, Public Works

(219) 284-9251

March 21, 1988

Indiana & Michigan Power Company
P.O. Box 60
One Summit Square
Fort Wayne, Indiana 46801

Attention: Mr. Steve Kumfer

Dear Mr. Kumfer:

Pursuant to your request enclosed please find the original Easement and Partial Release of Easement approved by the Board of Public Works on October 13, 1987 and January 5, 1988, respectively.

If I can be of any further assistance, please do not hesitate to contact me.

Sincerely,

John E. Leszczynski
Director, Public Works

JEL/mp
Enclosures

Add. Bd of Works 04

8800-151

#1418

Transfer 11612
Taxing Unit *St. Joseph*
Date 1-8-88

Form No. 8000 Rev. 11/77 (Corp.) EASEMENT WO No. 795/0476 Easement No. Map No. 13th October 87

This Indenture, made this 13th day of October, 1988, by and between CIVIL CITY OF SOUTH BEND BY ITS BOARD OF PUBLIC WORKS whose address is 1308 COUNTY-CITY BUILDING, SOUTH BEND, INDIANA

...a corporation organized and existing under the laws of the State of Indiana (hereinafter called the "Grantor") and INDIANA MICHIGAN POWER COMPANY, an Indiana Corporation authorized to do business in the State of Michigan whose street number and post office address is P.O. Box 60, One Summit Square, 46801 1101 Spy Run Ave., Fort Wayne, Indiana (hereinafter called the "Grantee"),

Witnesseth: That for One Dollar (\$1.00) and other good and valuable considerations in hand paid, the receipt of which Grantor hereby acknowledges, Grantor hereby conveys and warrants to Grantee a permanent right of way and easement for one electric power line with the right to the Grantee to locate, construct, reconstruct, erect, operate, use, repair, maintain, renew, remove, inspect, patrol, at any and all times, poles, towers or supported structures, conductors and all necessary or useful facilities and equipment with respect to such line for transmitting electric or other energy, including crossarms, wires, cables, guys, anchors, counterpoises, and all other appurtenant equipment and fixtures (all of the foregoing being hereinafter called collectively "Grantee's Facilities") in, on, along, over, through and across the following described lands (hereinafter called "Premises") situated in German Township, County of St. Joseph, State of Indiana, Section 28 729 Township 38N Range 2E more particularly described as follows:

Being the same (or a part of the same) property conveyed to ... by ... by deed dated ..., 19..., and recorded in Deed Record at page ..., in the office of the Recorder of County, Indiana, to which reference is hereby made for further description.

Grantee's Facilities shall be located on a 100 foot wide permanent easement, the centerline of which shall lie on or within 10 feet on either side of the following described line:

Commencing at the Northwest corner of Section 28, thence South 89°52'01" East (all bearings in this description are assumed) along the North line of the Northwest Quarter of said section a distance of 1992.20 feet; thence South 0°13'03" West a distance of 2559.43 feet to the centerline of an existing electric transmission line, thence along said transmission line centerline North 68°47'07" West a distance of 718 feet more or less to the Point of Beginning on the East line of Grantors land, thence along said transmission line centerline North 68°47'07" West a distance of 291 feet more or less to the center of an existing steel tower thence North 66°16'47" West a distance of 1629.02 feet to the point of Terminus on the West line of Grantors land.

The side lines of said easement are extended or shortened to terminate at property lines.

DULY ENTERED FOR TAXATION.
BEVERLY D. CRONE
AUDITOR

* and for communication purposes.

Together with the right to the Grantee: to cut, to control or eliminate by herbicides, and at its option to remove from the Premises or the lands of the Grantor adjoining the same on either side, any trees, overhanging branches, vegetation, obstacles or obstructions which may endanger the safety or interfere with the installation, use, or enjoyment of all or any of the Grantee's Facilities; to add to the number of and relocate at any time or times all of Grantee's Facilities; and to use said right of way and easement for access to and from any part or parts thereof and any lands and rights of way of Grantee adjoining the same for the enjoyment of the rights of Grantee therein; and of ingress and egress to, over and from the Premises and any adjoining lands of Grantor at any and all times for the purposes of exercising and enjoying any and all of the rights hereby vested in Grantee.

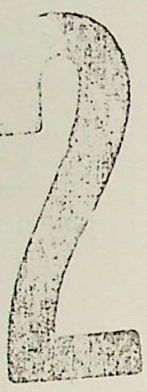
It is understood and agreed:

1. The permanent easement shall be 50 feet on either side of a center line connecting the center points of the poles, towers or supported structures, as constructed on the Premises and/or on adjoining lands.

2. Grantee shall promptly repair or replace all fences, gates, drains and ditches damaged or destroyed by it on the Premises and shall pay Grantor all damages done to crops and livestock on the Premises proximately caused by the construction, operation and maintenance of Grantee's Facilities. Any trees cut will be paid for by Board Measure, using Scribner's Lumber Rules at the market price in vicinity. All claims of Grantor for damages arising under this indenture shall be made at or mailed to the office of Grantee at Fort Wayne, Indiana, within thirty (30) days after such damages shall accrue.

~~3. Grantee shall pay to Grantor, at or prior to the time when construction of Grantee's Facilities is commenced on the Premises, for each to be located thereon.~~

4. Grantor shall have the right to cultivate or otherwise use the Premises in any way not inconsistent with the easement hereby granted, but no building, structure or obstruction shall be placed by the Grantor under or within feet (measured horizontally) of the centerline of the electric power line.



ST. JOSEPH CO. INDIANA
FILED
JAN 11 1988
REC'D
AUDITOR'S OFFICE

8800451

5. This indenture contains all the terms and conditions of this easement, express or implied, between the parties hereto and shall be binding upon, and inure to the benefit of, Grantor and Grantee and their respective representatives, successors, assigns, lessees and licensees.

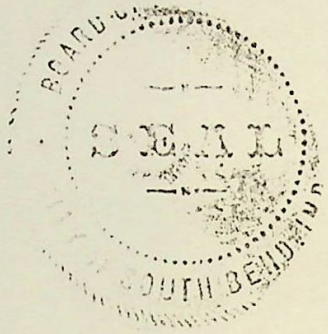
6. Grantor, through its duly authorized officers, certifies under oath that no Indiana gross income tax is due or payable at this time in respect to the transfer made by this indenture.

In Witness Whereof the said Grantor has caused these presents to be executed by its duly authorized officers and its corporate seal to be affixed thereto the day and year first above written.

Signed, Sealed and Delivered in Presence of

Sandra M. Parmelee
Clerk, Bd. of Public Works

by John E. Leszczynski President
Michael L. Vance MEMBER
Patricia E. De Clercq MEMBER



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ST. JOSEPH CO. INDIANA

This instrument was prepared by G. L. Bridgewater, Agent for Indiana & Michigan Electric Company on its behalf.

STATE OF MICHIGAN, } ss.
County of.....

On This.....day of.....
in the year of our Lord one thousand nine hundred and.....
before me, a.....in and for said County
appeared.....to me personally
known, who, being by me duly sworn, did.....say that.....
the.....
of.....
the corporation named in and which executed the within instrument, and that the seal affixed to
said instrument is the corporate seal of said corporation, and that said instrument was signed and
sealed in behalf of said corporation by authority of its board of directors; and said.....
.....acknowledged said instrument to be the free
act and deed of said corporation.

Notary Public,.....County, Michigan
My commission expires....., 19.....

STATE OF INDIANA } ss.
County of.....ST. JOSEPH.....

Be it remembered that on the 13th day of Oct., 1989, before the undersigned, a
Notary Public, in and for the County and State aforesaid, personally appeared JOHN E. LESZCZYNSKI
President of the BOARD OF PUBLIC WORKS Company, and acknowledged the execu-
tion of the foregoing instrument on behalf of said Company, as the voluntary act and deed of said
Company for the uses and purposes therein set forth, and said officer, having been duly sworn,
swears that the statements contained therein relating to Indiana gross income tax are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above
written.

My Commission Expires
Jan 24, 1988

Sandra M. Parmelee
SANDRA M. PARMERLEE
Resident of St. Joseph Co.