

#1428

WARRANTY DEED from Rose Fuel &  
Materials, Inc., Parcel No. 1 -  
A part of the S.E.  $\frac{1}{4}$  of Sec. 1,  
Township 37 N. Range 2 E. &  
Parcel NO. 2 - A part of the S.E.  
 $\frac{1}{4}$  of Section 1, Township 37 N.,  
Range 2 E. (SEE DEED)

(NILES AVENUE)

Hold: Board of Public Works

#1428

8823550  
WARRANTY DEED

Transfer 5299  
Taxing Unit AB  
Date 8-26-88

ROSE FUEL AND MATERIALS, INC., a corporation duly organized and existing under the laws of the State of Indiana, hereinafter referred to as "GRANTOR", conveys and warrants to THE CIVIL CITY OF SOUTH BEND, INDIANA, hereinafter referred to as "GRANTEE", for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, real estate in St. Joseph County, State of Indiana, described as follows:

PARCEL NO. 1  
LEGAL DESCRIPTION

18-5008-0218  
18-5008-021801  
18-5008-0202

A PART of the Southeast Quarter of Section 1, Township 37 North, Range 2 East, of the Second Principal Meridian, Portage Township, St. Joseph County, Indiana, and described as follows:

BEGINNING from a point 41.25 feet South from the centerline of Madison Street, and 33.00 feet East from the centerline of Niles Avenue, being parts of Lots 67, 68, 69, a 14 foot vacated alley, and Lot 70, of the original Town of Lowell (now South Bend); thence North 90°00'00" East, 21.00 feet; thence South 00°00'00" West 278.68 feet; thence South 90°00'00" West, 21.0 feet; then North 00°00'00" East (bearing assumed), 278.68 feet measured 278.00 feet platted), to the Point of Beginning, and containing 0.134 acres, more or less, and is subject to all easements, restrictions, and or limitations of record.

2

PARCEL NO. 2  
LEGAL DESCRIPTION

A PART of the Southeast Quarter of Section 1, Township 37 North, Range 2 East, of the Second Principal Meridian, Portage Township, St. Joseph County, Indiana, and described as follows:

BEGINNING from a point 41.25 feet South from the centerline of Cedar Street, and 33.00 feet East from the centerline of Niles Avenue, being part of Lots 55, 56, 57, a 14 foot vacated alley, and Lots 58, 59, and 60, of the Original Town of Lowell (now South Bend); thence South 89°55'00" East, 21.00 feet; then South 00°00'00" West, 415.37 feet measured (410.00 feet platted); thence South 90°00'00" West, 21.00 feet; thence North 00°00'00" East (bearing assumed), 415.40 feet measured (410.00 feet platted), to the Point of Beginning, and containing 0.20 acres, more or less, and is subject to all easements, restrictions, and or limitations of record.

DULY ENTERED FOR TAXATION  
BEVERLY D. CRONE  
AUDITOR

FILM NO. \_\_\_\_\_  
WANDA A. NOWAK  
RECORDER  
Aug 26 11 26 AM '88  
ST. JOSEPH CO. INDIANA  
FILED FOR RECORD

IN WITNESS WHEREOF, Rose Fuel and Materials, Inc., an Indiana corporation, does hereby execute and deliver this Warranty Deed as of this 12th day of August, 1988.

ROSE FUEL AND MATERIALS, INC.

BY Robert B. Harwood  
Robert B. Harwood

Its Chairman Bd of Directors

Grantor certifies under oath no Indiana gross income tax due or payable with this transaction.

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

Before me, a Notary Public in and for said County and State, personally appeared Robert B. Harwood, known to be the Chairman of the Board of Rose Fuel and Materials, Inc., and as such officer and for and on behalf of Rose Fuel and Materials, Inc., acknowledged the execution of the foregoing Warranty Deed and that he is duly authorized by such corporation so to do.

In Witness whereof, I set my hand and notarial seal and indicate that I am a resident of such County and State, as of this 12th day of August, 1988.

Ruth Tate  
Ruth Tate Notary Public  
Resident of St. Joseph County, IN



My Commission expires:

January 1, 1991

**APPROVED**  
BOARD OF PUBLIC WORKS

AUG 15 1988

John E. Leszczynski JOHN E. LESZCZYNSKI  
Patricia E. Declercq PATRICIA E. DECLERCQ  
Katheline Humphreys KATHELINE HUMPHREYS

THIS INSTRUMENT WAS PREPARED BY MARVA LEONARD-DENT, ASSISTANT CITY ATTORNEY, 1400 COUNTY-CITY BUILDING, SOUTH BEND, INDIANA 46601

8823550

FILM NO. \_\_\_\_\_  
WANDA A. NOWAK  
RECORDER

AUG 26 11 16 AM '88

ST. JOSEPH CO.  
INDIANA  
FILED FOR RECORD

INDEXED

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APPROVED  
BOARD OF PUBLIC WORKS

AUG 12 1988

*[Faint text at the bottom of the page, possibly a signature or additional administrative notes.]*

650  
135



# ROSE

FUEL AND MATERIALS, INC.  
SINCE 1914

513 East Madison Street, South Bend, Indiana 46617

Phone (Area Code 219) 234-2133

August 11, 1988

Board of Public Works  
City of South Bend  
1308 County City Building  
South Bend, In 46601

Re: P-520-547-575  
P-688-402-739

Dear Board:

I would like to rescind my letter of June 29, 1988 rejecting your proposal to purchase property listed on the above offers of purchase.

Rose Fuel & Materials, Inc. will accept your proposals dated May 31, 1988 to purchase the described property on the above offers.

Yours very truly,

ROSE Fuel & Materials, Inc.

*Robert B Harwood*

Robert B. Harwood,  
Chairman of the Board

RBH/bjr

**APPROVED**  
BOARD OF PUBLIC WORKS

AUG 15 1988

*James E. ...*  
*William ...*

... containing 0.20 acres, more or less, and is subject to all easements, restrictions, and or limitations of record.

for the sum of \$38,125.00.

2. City agrees to pay the purchase price and recording fee in full at the time of closing.

Rose Fuel & Materials, Inc.  
May 31, 1988

ACCEPTANCE OF OFFER

Rose Fuel & Materials, Inc., landowner of the above described property hereby accepts the offer of \$20,500.00 made by the City on this 31st day of May, 1988.

Robert B Harwood  
Rose Fuel & Materials, Inc.

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

Subscribed and sworn to before me this 12<sup>th</sup> day of August, 1988.

Ruth Tate  
Ruth Tate, Notary Public  
residing in St. Joseph County, IN

My Commission Expires:

January 1, 1991

REDE/1

Page 4 of 4

subject to all easements, restrictions, and or limitations of record.

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Page 1 of 2

Rose Fuel & Materials, Inc.  
May 31, 1988

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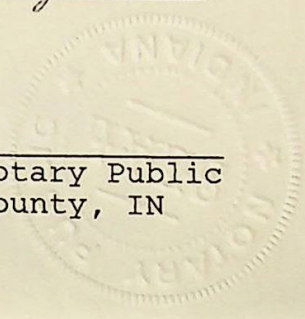
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                                  ) SS:  
ST. JOSEPH COUNTY    )

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Ruth Tate, Notary Public  
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Page 1 of 2

PURCHASE AGREEMENT

THIS AGREEMENT, entered into this 12<sup>th</sup> day of August, 1988, by and between Rose Fuel and Materials, Inc., hereinafter referred to as the "Seller", and the Civil City of South Bend, a municipal corporation of the State of Indiana, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, I.C. 36-1-10.5 establishes procedures for the purchase of land, having a total price of twenty-five thousand dollars (\$25,000) or more, by the City of South Bend; and

WHEREAS, the Board of Public Works is empowered to carry out the provisions of said statute; and

WHEREAS, the Board, as purchasing agent for the City has followed the procedures required in I.C. 36-1-10.5 to wit:

1. Two (2) licensed independent appraisers were appointed to appraise the fair market value of the land;
2. The appraisers returned separate appraisals within thirty (30) days after the date of their appointment; and
3. A price, not greater than the average of the two (2) appraisals was offered to and accepted by the Seller.

WHEREAS, the Board has determined that the average value, based on the two (2) appraisals is Thirty Eight Thousand One Hundred and Twenty-Five Dollars (\$38,125.00); and

WHEREAS, the offer of the City in the amount of Thirty Eight Thousand One Hundred and Twenty-Five Dollars (\$38,125.00) was made and accepted by the Seller for said property.

NOW, THEREFORE, it is agreed by and between the parties hereto, and for and in consideration of the premises and the mutual covenants herein contained, as follows:

1. The City agrees to buy and Seller agrees to sell:

A PART of the Southeast Quarter of Section 1, Township 37 North, Range 2 East, of the Second Principal Meridian, Portage Township, St. Joseph County, Indiana, and described as follows:

BEGINNING from a point 41.25 feet South from the centerline of Cedar Street, and 33.00 feet East from the centerline of Niles Avenue, being part of Lots 55, 56, 57, a 14 foot vacated alley, and Lots 58, 59, and 60, of the Original Town of Lowell (now South Bend); thence South 89°55'00" East, 21.00 feet; then South 00°00'00" West, 415.37 feet measured (410.00 feet platted); thence South 90°00'00" West, 21.00 feet; thence North 00°00'00" East (bearing assumed), 415.40 feet measured (410.00 feet platted), to the Point of Beginning, and containing 0.20 acres, more or less, and is subject to all easements, restrictions, and or limitations of record.

for the sum of \$38,125.00.

2. City agrees to pay the purchase price and recording fee in full at the time of closing.



3. City agrees to pay all title and abstract costs involved in said transaction which it shall desire or request.

4. At the time of closing and after a submission of a the total purchase price by the City, the Seller shall cause a Warranty Deed to be executed, which deed shall be signed by the Seller, attested to, and which shall then be recorded with the St. Joseph County Recorder's Office.

5. It is expressly agreed that all terms and conditions of this contract are included herein, and no verbal agreements of any kind shall be binding upon the parties their heirs, administrators, executors, successors, and assigns.

SELLER:  
ROSE FUEL & MATERIALS, INC.

Robert B Harwood  
ROBERT B. HARWOOD

PURCHASER:  
CITY OF SOUTH BEND BY  
ITS BOARD OF PUBLIC WORKS

John E. Leszczynski  
JOHN E. LESZCZYNSKI, PRESIDENT

Katherine Humphreys  
KATHERINE HUMPHREYS

Patricia E Declercq  
PATRICIA DECLERCQ

ATTEST:

Maryrose Putz  
Maryrose Putz  
Clerk of the Board

Date: August 15, 1988

MLD/BPW2

PURCHASE AGREEMENT

THIS AGREEMENT, entered into this 16<sup>th</sup> day of August, 1988, by and between Rose Fuel and Materials, Inc., hereinafter referred to as the "Seller", and the Civil City of South Bend, a municipal corporation of the State of Indiana, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the Board of Public Works is empowered to purchase real property having a total price of twenty-five thousand dollars (\$25,000) or less; and

WHEREAS, the Board, as purchasing agent for the City is not required to follow the procedures outlined in I.C. 36-1-10.5 for the purchase of land having a total price of twenty-five thousand dollars (\$25,000) or less; and

WHEREAS, a licensed independent appraiser was appointed to appraise the fair market value of the land and the appraiser returned an appraisal within thirty (30) days after the date of their appointment; and

WHEREAS, the Board has determined that the value, based on the appraisal is Twenty Thousand Five Hundred Dollars (\$20,500.00); and

WHEREAS, the offer of the City in the amount of Twenty Thousand Five Hundred Dollars (\$20,500.00) was made and accepted by the Seller for said property.

NOW, THEREFORE, it is agreed by and between the parties hereto, and for and in consideration of the premises and the mutual covenants herein contained, as follows:

1. The City agrees to buy and Seller agrees to sell:

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BEGINNING from a point 41.25 feet South from the centerline of Madison Street, and 33.00 feet East from the centerline of Niles Avenue, being parts of Lots 67, 68, 69, a 14 foot vacated alley, and Lot 70, of the original Town of Lowell (now South Bend); thence North 90°00'00" East, 21.00 feet; thence South 00°00'00" West 278.68 feet; thence South 90°00'00" West, 21.0 feet; then North 00°00'00" East (bearing assumed), 278.68 feet measured 278.00 feet platted), to the Point of Beginning, and containing 0.134 acres, more or less, and is subject to all easements, restrictions, and or limitations of record.

for the sum of \$20,500.00.

2. City agrees to pay the purchase price and recording fee in full at the time of closing.

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SELLER:  
ROSE FUEL & MATERIALS, INC.

Robert B Harwood  
ROBERT B. HARWOOD

PURCHASER:  
CITY OF SOUTH BEND BY  
ITS BOARD OF PUBLIC WORKS

John E. Leszczyński  
JOHN E. LESZCZYNSKI, PRESIDENT

Katherine Humphreys  
KATHERINE HUMPHREYS

Patricia E de Clercq  
PATRICIA DECLERCO

ATTEST:

Maryrose Putz  
Maryrose Putz  
Clerk of the Board

Date: August 15, 1988

MLD/BPW2