

#1475

GRANT OF PERPETUAL EASEMENT  
(Playland Park) Part of Section  
18, Range 3 east, Portage  
Township, City of South Bend;  
corner of Lot 13. (Sanitary  
Sewer.)



GRANT OF PERPETUAL EASEMENT

SANITARY SEWER

THIS INDENTURE made this 31st day of October, 1991, by and between Playland Park, Inc., (hereinafter "Grantor"), and the Civil City of South Bend, Indiana (hereinafter "Grantee").

WITNESSETH:

That for One Dollar (\$1.00) and other good and valuable consideration, the receipt of which Grantor hereby acknowledges, Grantor hereby grants and conveys to Grantee a perpetual easement of the nature and at the location hereinafter set forth and described for the installation, construction, operation, maintenance, adjustment, replacement, repair, alteration, removal, modernization, and use of a sanitary sewer system and related facilities, together with the right of ingress to and egress from said easement for the purpose of installing, constructing, operating, maintaining, adjusting, replacing, repairing, altering, removing, and modernizing said system and other equipment or facilities incident thereto, in, upon, over and under the following described real estate in the City of South Bend, St. Joseph County, State of Indiana, more particularly described as follows:

A part of Section 18, Township 37 North, Range 3 East, Portage Township, City of South Bend, St. Joseph County, Indiana described as follows:

Beginning at a point on the northerly line of Lincoln Way East, 16.84 feet South 72°30'54" East (bearing assumed) of the southeast corner of Lot 13 as shown on the recorded plat of Major's Addition to the City of South Bend, Indiana, said point being on the east line of a 16.00 foot easement granted to the City of South Bend, Indiana by Playland Park, Inc. and American Trust Company; thence North 00°40'01" West along the east line of said 16.00 foot easement to the low water mark of the St. Joseph River; thence northeasterly along the low water mark of the St. Joseph River to a line 14.00 feet North 89°19'59" East of and parallel with the east line of said 16.00 foot easement; thence South 00°40'01" East along said line 14.00 feet North 89°19'59" East of and parallel with the east line of said 16.00 foot easement to the northerly line of Lincoln Way East; thence North 72°30'54" West along said northerly line of Lincoln Way East, 14.73 feet to the point of beginning.

The easement granted herein shall pertain to the air, surface, and subsurface rights and interests of the Grantor, for the use and benefit of the Grantee, to the nature and extent that the Grantee may desire said air, surface and subsurface rights and interests to



reasonably accomplish and carry out the general purpose of this conveyance as the same has hereinabove been expressed. The easement hereby granted is for the benefit of the City of South Bend, Indiana, and expressly includes the right and privilege at reasonable times to clean and remove from said easement such timber, brush, debris, or other obstructions interfering with the sanitary sewer system.

Grantee shall have the right of ingress or egress over Grantor's real estate adjoining said easement when necessary to install, construct, operate, maintain, adjust, replace, repair, alter, remove, modernize, or use the sanitary sewer system and its appurtenances.

Grantee will restore the area disturbed by its work to as near the original condition as possible, subject to the terms of an Agreement between Grantor and Grantee dated the same date as this conveyance.

The Grantor reserves the right to use and occupy the surface area on and over the easement provided that said use and occupancy does not in any way conflict or obstruct the Grantee's right to use said surface for the purposes and intentions hereinabove expressed.

The easement granted herein and its associated benefits and obligations, shall constitute covenants running with the real estate, and shall be binding upon the Grantors and be an obligation thereof of every person or entity now or hereafter having any fee, leasehold, or other interest in all or any part of the said real estate.

This indenture shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

Grantor hereby releases any and all claims from whatsoever cause, incidental to the exercise of any rights herein granted.

IN WITNESS WHEREOF, the said Grantor has executed this Grant of Perpetual Easement for sanitary sewer system on the date shown in the acknowledgment set forth herein.

PLAYLAND PARK, INC.

BY Earl J. Redden, Jr.  
Earl J. Redden, Jr., President

John J. Redden Sr.  
John J. Redden, Secretary



STATE OF INDIANA

)


) SS:

COUNTY OF ST. JOSEPH

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Before me, the undersigned, a Notary Public in and for said State, personally appeared Earl J. Redden, Jr., and John J. Redden, personally known by me to be the Grantor in the above Grant of Perpetual Easement, and acknowledged the execution of the same as their voluntary act and deed.

WITNESS my hand and Notarial Seal this 31st day of October, 1991.

  
\_\_\_\_\_  
(Written Signature)

Residing in St. Joseph County, IN  
Kevin J. Butler

\_\_\_\_\_  
(Printed Signature)

My Commission Expires:

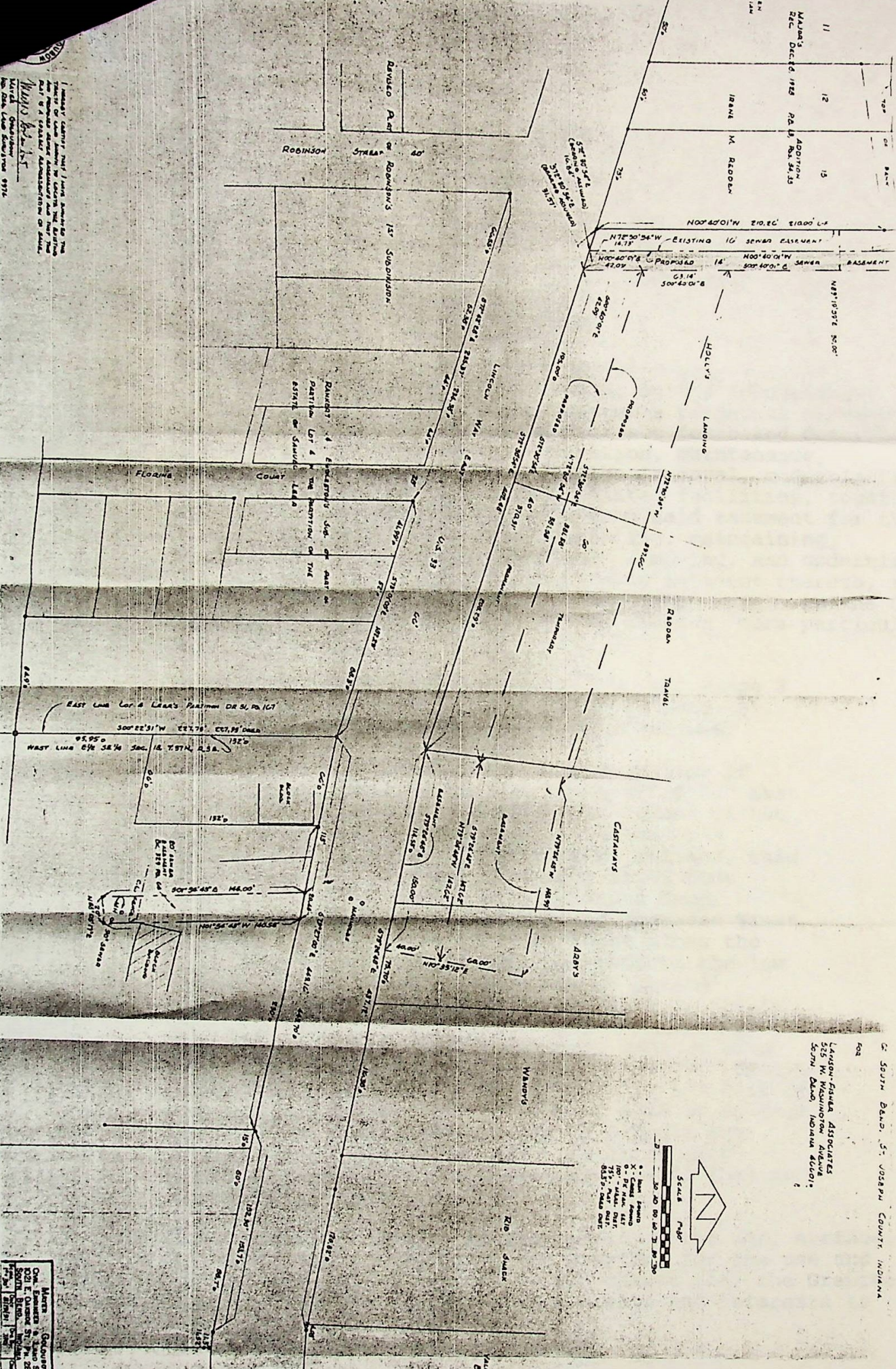
March 14, 1992

This instrument was prepared by Mary Hall Mueller, Assistant City Attorney, 1400 County-City Building, South Bend, IN 46601.

JPM/BPW2/EASE-SW5

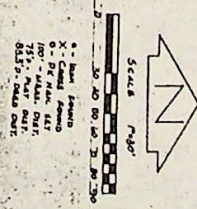


11  
12  
13  
MAYOR'S  
DEC. 1923 P.D. 3  
ADDITION  
P.D. 3  
REB. 34.35  
IRVING M. RABOON



I hereby certify that I have examined the  
copy of this plat and find that it is a  
true and correct representation of the  
survey and I am a duly qualified  
surveyor in the State of Indiana.  
My Comm. No. 1257  
WALTER G. GARDNER  
No. 224, East Washington 9916

FOR  
S. SOUTH BEND, S. JOSEPH COUNTY, INDIANA  
LAWSON-FISHER ASSOCIATES  
525 W. WASHINGTON AVENUE  
SOUTH BEND, INDIANA 46601



MATER GARDNER  
ONE E. QUINCY ST. SOUTH BEND, INDIANA 46601  
PH. 338-1111