

1593

DISTRIBUTION EASEMENT

Beginning at a point on the
West line of Erskine Park Golf
Course a distance of approximately
665 feet North
of the Southwest corner.

DISTRIBUTION EASEMENT

Indiv. & Corp.

W.O. No. _____

Overhead & Underground

THIS INDENTURE, made this _____ day of _____
between _____ CITY OF SOUTH BEND _____

whose address is _____ 227 W. Jefferson _____
South Bend, Indiana 4 _____

(hereinafter called "Grantor"), and **INDIANA MICHIGAN POWER COMPANY**, an Indiana Corporation authorized to do business in the State of Michigan, whose address is P.O. Box 60, One Summit Square, Fort Wayne, Indiana, 46801 (hereinafter called "grantee").

WITNESSETH: That for One Dollar (\$1.00) and other good and valuable considerations in hand paid, the receipt of which is hereby acknowledged, Grantor does hereby grant and convey to Grantee a right-of-way and easement for the construction, operation, use, maintenance, repair, renewal, and removal of a line or lines of overhead and underground facilities and equipment for the transmission of electrical energy, and for communication purposes including the right to permit attachments of others to said facilities, in, on, along, under, over, across, and through the following described Premises situated in _____ Portage _____ Township, County of _____ St. Joseph _____, State of Indiana, and being a part of Section _____ 25 _____, Township _____ 37 North _____, and Range _____ 2 East _____, to wit:

Being the same (or a part of the same) property conveyed to _____

by _____ by deed dated _____

_____, 19 _____, and recorded in _____

_____, in the office of the Recorder of _____

County, Indiana, to which reference is made for further description.

Said easement being located within the boundaries of **ERSKINE PARK GOLF COURSE** and the portion of **Walter Street** that lies South of **LOT 1 PARKSIDE TERRACE MANOR SUBDIVISION** and North of **LOT 6 HUFFMANS FIRST ADDITION** and more particularly described as follows:

Beginning at a point on the West line of Erskine Park Golf Course a distance of approximately 665 feet North of the Southwest corner;
Thence West 148 feet;
Thence North 30 feet;
Thence East 148 feet;
Thence North 492 feet;
Thence East 205 feet;
Thence South 40 feet;
Thence East 175 feet;
Thence South 452 feet;
Thence West 30 feet to the point of beginning.

TOGETHER with the right of ingress and egress to, from, and over said Premises, and also the right to cut or trim any trees and bushes which may endanger the safety or interfere with the construction and use of said facilities.

Grantee shall promptly repair or replace all physical damage on the Premises proximately caused by the construction, operation and maintenance of Grantee's Facilities.

The Grantor warrants that no structure or building shall be erected upon said easement.

After the completion of said system the Grantor reserves the full use of the land which is not inconsistent with the existence and maintenance of said facilities but does agree not to change elevation or grade within the area of said easement without prior written consent of Grantee.

It is agreed that the foregoing is the entire contract between the parties hereto and that this written agreement is complete in all its terms and provisions and shall be binding on their respective representative, heirs, successors, and assigns.

Butch Morgan
at I+M to
"Record"

DISTRIBUTION EASEMENT

Indiv. & Corp.

W.O. No. _____ Eas. No. _____ Map No. _____

Overhead & Underground

THIS INDENTURE, made this _____ day of _____, 19____,
between _____ CITY OF SOUTH BEND _____

whose address is _____ 227 W. Jefferson _____
_____ South Bend, Indiana 46601 _____

(hereinafter called "Grantor"), and **INDIANA MICHIGAN POWER COMPANY**, an Indiana Corporation authorized to do business in the State of Michigan, whose address is P.O. Box 60, One Summit Square, Fort Wayne, Indiana, 46801 (hereinafter called "grantee").

WITNESSETH: That for One Dollar (\$1.00) and other good and valuable considerations in hand paid, the receipt of which is hereby acknowledged, Grantor does hereby grant and convey to Grantee a right-of-way and easement for the construction, operation, use, maintenance, repair, renewal, and removal of a line or lines of overhead and underground facilities and equipment for the transmission of electrical energy, and for communication purposes including the right to permit attachments of others to said facilities, in, on, along, under, over, across, and through the following described Premises situated in _____ Portage _____ Township, County of _____ St. Joseph _____, State of Indiana, and being a part of Section _____ 25 _____, Township _____ 37 North _____, and Range _____ 2 East _____, to wit:

Being the same (or a part of the same) property conveyed to _____

by _____ by deed dated _____, 19____, and recorded in _____

_____, in the office of the Recorder of _____

County, Indiana, to which reference is made for further description.

Said easement being located within the boundaries of ERSKINE PARK GOLF COURSE and the portion of Walter Street that lies South of LOT 1 PARKSIDE TERRACE MANOR SUBDIVISION and North of LOT 6 HUFFMANS FIRST ADDITION and more particularly described as follows:

Beginning at a point on the West line of Erskine Park Golf Course a distance of approximately 665 feet North of the Southwest corner;
Thence West 148 feet;
Thence North 30 feet;
Thence East 148 feet;
Thence North 492 feet;
Thence East 205 feet;
Thence South 40 feet;
Thence East 175 feet;
Thence South 452 feet;
Thence West 30 feet to the point of beginning.

TOGETHER with the right of ingress and egress to, from, and over said Premises, and also the right to cut or trim any trees and bushes which may endanger the safety or interfere with the construction and use of said facilities.

Grantee shall promptly repair or replace all physical damage on the Premises proximately caused by the construction, operation and maintenance of Grantee's Facilities.

The Grantor warrants that no structure or building shall be erected upon said easement.

After the completion of said system the Grantor reserves the full use of the land which is not inconsistent with the existence and maintenance of said facilities but does agree not to change elevation or grade within the area of said easement without prior written consent of Grantee.

It is agreed that the foregoing is the entire contract between the parties hereto and that this written agreement is complete in all its terms and provisions and shall be binding on their respective representative, heirs, successors, and assigns.

IN WITNESS WHEREOF, Grantor, if individual(s), ha _____ hereunto set _____ hand _____; and if corporation, has caused its corporate name and seal to be affixed by its duly authorized officers, the day first above written.

CITY OF SOUTH BEND

Signed, Sealed and Delivered in Presence of

12-14-92

Sandra M. Parmelee, Clerk
Board of Public Works

John E. Leszczyński
James R. Caldwell
Mary H. Mueller

This instrument was prepared by Owen D. Morgan, Agent for Indiana Michigan Power Company on its behalf.

STATE OF INDIANA
County of ST. JOSEPH } ss:

Before me SANDRA M. PARMERLEE, a Notary Public in and for said County and State, this 14TH day of DECEMBER, 19 92, personally appeared the above named MEMBERS OF THE BOARD OF PUBLIC WORKS, JOHN E. LESZCZYNSKI, JAMES R. CALDWELL AND MARY H. MUELLER

and acknowledged the execution of the within instrument.

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

Sandra M. Parmelee
SANDRA M. PARMERLEE Notary Public.

My commission expires 7-24, 19 96

I am a resident of ST. JOSEPH County.

STATE OF INDIANA
County of _____ } ss:

Be it remembered that on the _____ day of _____, 19 _____ before the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared _____ President of the _____ Company, and acknowledged the execution 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 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.

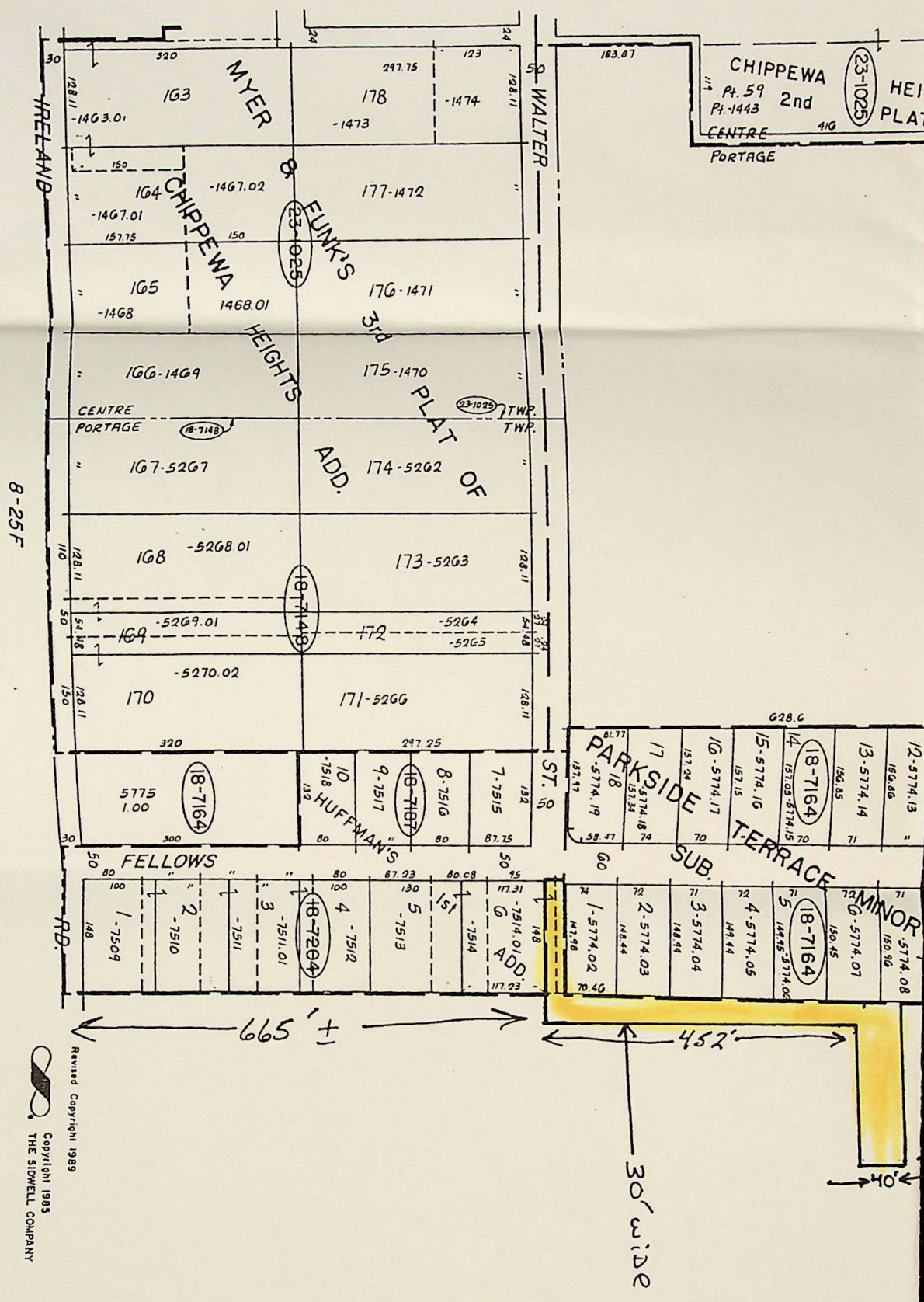
My Commission Expires

_____, 19 _____

I am a resident of _____ County

Notary Public

CENTRE & PORTAGE TWPS.
 E. 1/2 NW. 1/4 SEC. 25 T. 37N. R. 2E.



Revised Copyright 1989
 Copyright 1983
 THE SIDWELL COMPANY

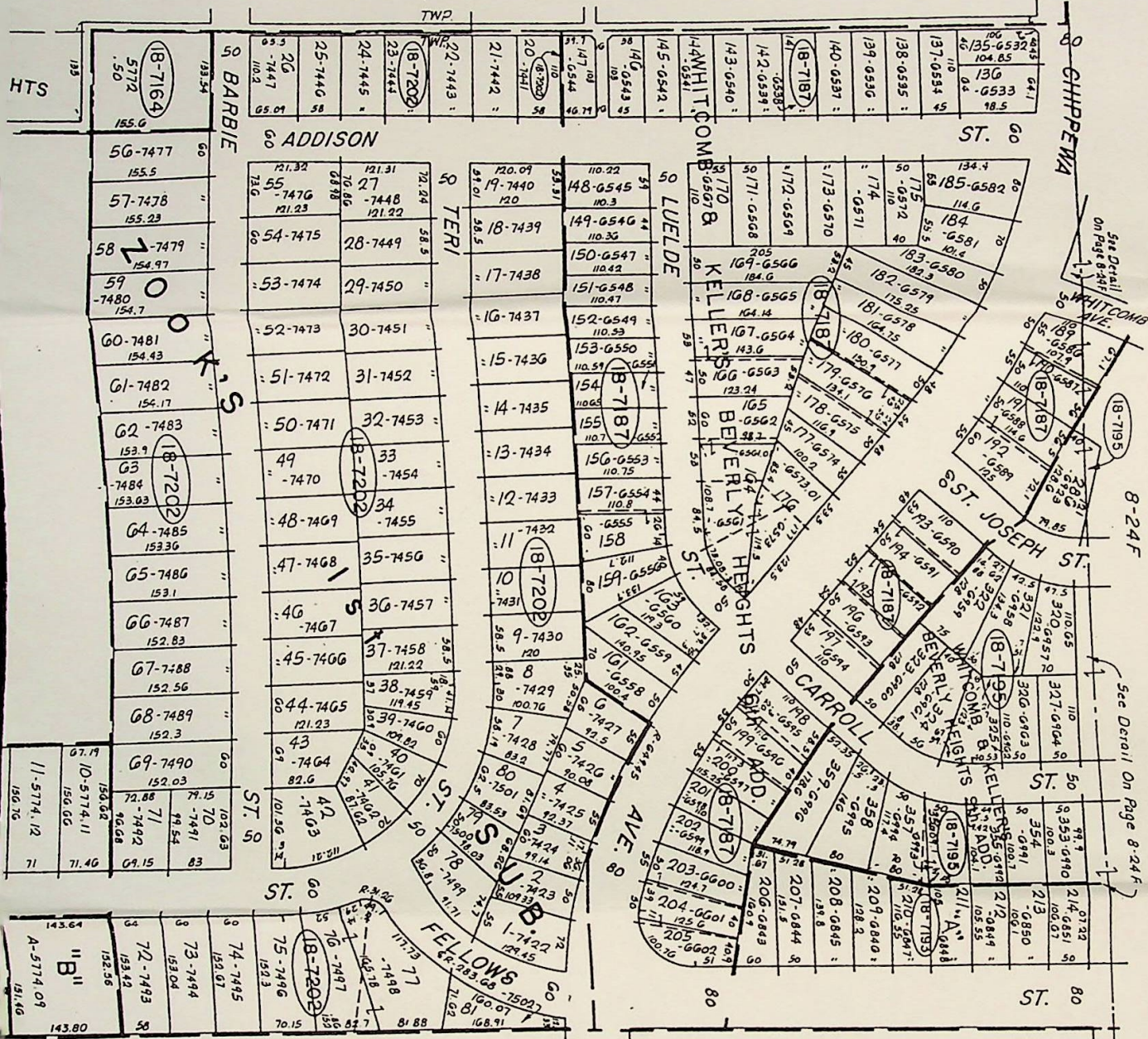
SCALE: 1" = 100'
 8-25B

Grantor shall promptly repair or replace any damage to the facilities caused by construction, operation and maintenance of Grantee's Facilities.

The Grantor warrants that no structure or building shall be erected upon said easement.

After the completion of said system the Grantor reserves the full use of the land which is not inconsistent with the existence and maintenance of said facilities but does agree not to change elevation or grade within the area of said easement without prior written consent of Grantee.

It is agreed that the foregoing is the entire contract between the parties hereto and that this written agreement is complete in all its terms and provisions and shall be binding on their respective representative, heirs, successors, and assigns.



See Detail On Page 8-24F

"A"
WHITCOMB & KELLERS
BEVERLY HEIGHTS 7TH ADD.
"B"
MILLERS REPLAT OF LOTS
B & 9 OF PARKSIDE TERRACE
MINOR SUB.

ENSKINE PARK
GOLF COURSE

8-5

205' → 11