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TEMPORARY NON EXCLUSIVE
EASEMENT AGREEMENT The first
vacated east/west alley south
of Cedar Street running
east/west from Frances Street
for a distance of
approximately 185 feet & the
first north/south alley east
of Frances Street.

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TEMPORARY NON-EXCLUSIVE EASEMENT AGREEMENT

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THIS TEMPORARY NON-EXCLUSIVE EASEMENT AGREEMENT hereinafter called "Agreement" made and entered into this 5TH day of August, 1992, by and between TARIPP DEVELOPMENT CORPORATION, ("Grantor") and THE CITY OF SOUTH BEND, INDIANA, ("Grantee").

WHEREAS, Grantor is the owner of certain real property located in the City of South Bend, County of St. Joseph, State of Indiana, which is more particularly described as follows:

The first vacated east/west alley south of Cedar Street running east/west from Frances Street for a distance of approximately 185 feet (hereinafter referred to as the "Easement Area"); and

WHEREAS, by Ordinance No. 8177-91 of the South Bend Common Council, Grantor obtained a vacation of certain real property located in the City of South Bend, County of St. Joseph, State of Indiana, which is more particularly described as follows:

The first north/south alley east of Frances Street, running south from Cedar Street, for a distance of approximately 102.65 feet to the south right-of-way line of the first east-west alley south of Cedar Street, all in Hull's Subdivision,

and, as a condition of such vacation, Grantor agreed to provide Grantee with a temporary easement over, upon, along and across the Easement Area for purposes of ingress and egress in order to provide access to between Frances and Eddy Streets, South Bend, Indiana; and

WHEREAS, said temporary easement expired by its terms on April 8, 1992, but due to circumstances beyond the control of Grantor and Grantee, the need for said temporary easement continues to exist.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, and for good and valuation paid by each party hereto to the other, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed as follows:

1. Grantor does hereby grant and convey to Grantee, together with Grantee's successors, assigns, invitees, guests and licensees, a temporary non-exclusive surface easement and right of way over, upon, along and across the Easement Area for purposes of ingress and egress in order to provide Grantee and its successors, assigns, invitees, guests and licensees with access between Frances and Eddy Streets for both pedestrian and vehicular traffic.
2. Grantee shall not do anything to impair, restrict, diminish or interfere with the rights of others to use and enjoy the Easement Area and agrees to maintain and keep such easement in good repair.
3. The easement hereby granted and its associated benefits and obligations shall constitute covenants running with the real estate

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and shall be binding upon the Grantor and its successors and assigns. The easement hereby granted shall be for the use, benefit and enjoyment of the Grantee and its successors, assigns, invitees, guests and licensees.

The rights and privileges granted hereby terminate at 12:00 a.m., August 31, 1993, or upon the express written agreement of the parties on a date and time prior to August 31, 1992.

This instrument may be amended or modified only by mutual agreement extended by the parties or their respective successors and assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, tenants, invitees, guests and licensees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

TARIPP DEVELOPMENT CORPORATION

THE CITY OF SOUTH BEND ⁸⁻¹⁰⁻⁹²
BY ITS BOARD OF PUBLIC WORKS

By: Christopher J. Matteo
Christopher J. Matteo,
President

(NOT IN ATTENDANCE)
John Leszczynski

James R. Caldwell

Mary Hall Mueller

FILE NO. 19-02-11-93
APR 14 1992
RECORDED
ST. JOSEPH COUNTY RECORDS

STATE OF INDIANA)
COUNTY OF ST. JOSEPH)

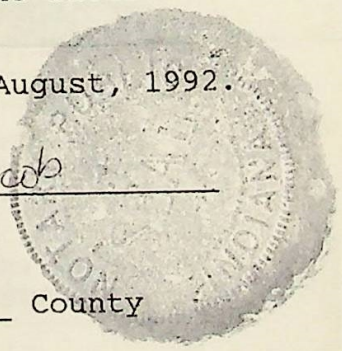
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Before me, a Notary Public in and for said County and State, personally appeared Taripp Development Corporation, by Christopher J. Matteo, President, who after being first duly sworn, acknowledged the execution of the foregoing Temporary Non-Exclusive Easement Agreement for and on behalf of said Corporation, and stated that the facts therein stated are true.

WITNESS my hand and notarial seal this 5th day of August, 1992.

Angela K. Jacobs

Resident of St. Joseph County



My Commission Expires:
1-10-94

This instrument prepared by Jenny Pitts Manier, Chief Assistant City Attorney, 1400 County-City Building, South Bend, IN 46601.

