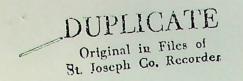
Reipetual EAstment

Men Health Propertes



## 9429877

## GRANT OF PERPETUAL EASEMENT

### UNDERGROUND PHONE LINES

THIS INDENTURE made this 20th day of 1994, by and between the City of South Bend, Indiana, by and through its Board of Public Works (hereinafter "Grantor"), and Memorial Health Properties, Inc. (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, conveys, and warrants 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 underground telephone lines, 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 of facilities incident thereto, in, upon, and under the following described real estate in the City of South Bend, St. Joseph County, State of Indiana, briefly described as follows:

A portion of the first north-south alley east of U.S. 31 and 33 between Navarre Street and Bartlett Street in the City of South Bend, Indiana, beginning at the intersection of said alley with the first east-west alley (now vacated) north of Navarre Street, a six foot wide portion of said alley measured from the west boundary thereof extending from said beginning point to the intersection of said alley with the south line of Bartlett Street for the installation of a four inch (4") PVC conduit thirty (30") to thirty-six (36") inches deep to be owned by Memorial Hospital of South Bend and used for installation of a telephone line.

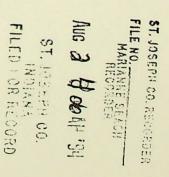
Grantee will restore the area disturbed by its work to as near the original condition as possible.

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.

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

Grantee agrees to indemnify, defend and hold harmless the City of South Bend, Indiana, its agents and employees, from any claim, suit, cause of action or loss of any kind, including attorneys fees, arising from the use of the easement granted herein.



GRANTEE: GRANTOR: MEMORIAL HEALTH PROPERTIES, INC. CITY OF SOUTH BEND BOARD OF PUBLIC WORKS John E. Leszczynski President James Çaldwell, Member Jenny Pitts Manier, ATTEST: Sandra M. Parmerlee, Clerk STATE OF INDIANA ) SS: ST. JOSEPH COUNTY

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared John E. Leszczynski, James R. Caldwell and Jenny Pitts Manier, personally known by me to be members of the Board of Public Works of the City of South Bend, Indiana, and acknowledged the execution of the same as their voluntary act or deed.

WITNESS my hand and Notarial Seal this 20 Hday of JUNE, 1994.

> SANDRA M. PARMERUEE, NotaryPublic A resident of St. Joseph County, Indiana.

My Commission Expires:

STATE OF INDIANA )
ST. JOSEPH COUNTY )

Before me, the undersigned, a Notary Public in and for said County and State, Personally appeared THEODORE J. FOT known by me to be an agent of Memorial Health Properties, Inc., the Grantee, and acknowledged the execution of the same as his/her voluntary act or deed.

WITNESS my hand and Notarial Seal this 157 day of July ,

FLORINE M. WADE NotaryPublic A resident of St. Joseph County, Indiana.

My Commission Expires:

July 53, 1998

This Instrument was Prepared by: Anne Bruneel, Assistant City Attorney, 1400 County-City Building, South Bend, IN 46601

# RANSACTIONS of for use in St. Joseph County (8/93)

DUPLICATE

GRANTOR

GAANIER

9429877

# PRIVACY NOTICE

Notwithstanding IC 5-14-3, a sales disclosure form is not a public record and may only be used by the State Board of Tax Commissioners or persons acting on behalf of the State Board of Tax Commissioners.

THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUMN TW	Original in	WITH MANY	THE PERSON NAMED IN	THE CASE	THE REAL PROPERTY.		SEPTEMBER DESCRIPTION OF THE	SACRETAL SERVICES	Par Paragrap	THE WORLD WAR	
			PART1-TO	BECOM	PLETEDB	Y SELLER OR	BUYER				
First Name	COUMN P	FND	by and t	hroug	M.I.	Last Name Board	of Public	Works			
CITY OF SOUTH BEND, by and through its Board of Public Works  Social Security number of Federal ID number (optional)											
				-							
Address (number and st	or, Cour	nty-Ci	ty Bldg	City, Town	or Post Office Sou	th Bend			State IN	21p Code 46601	
First Name					M.I.	Last Name				J	
MEMORIAL HEALTH PROPERTIES, INC.  Social Security number or Federal ID number (optional)											
XO.											
Address (number and st	Address (number and street)			City, Town	Xly, Town or Post Office South Bend				State IN	Zip Code 46601	
Address (number en	d street)			City, To	own or Post Of	ice			State	Zip Code	
Parcel or Key number	ır ·										
County	7. T	a m h			Township na		an an				
					Portage  Industrial						
	The state of the s	Mineral	THE SERVE		ricultural	APPENDENT STATES	Other (	specify)			
Does the transaction quality as an exempt transaction?  If Yes, specify the number of the exemption and skip to the signature section below. (To determine the number of the											
If Yes, specify the number of the exemption and skip to the signature section below. (To determine the number of the exemption see section entitled "Exempt Transactions" below)  Reason number 11  Exempt Transactions											
If the document to be recorded clearly indicates that it is an exempt transaction, please certify that the transaction is exempt and provide the reason number.  1. Security interest document such as mortgage and trust deeds 2. Leases that are for a term of less than ninety (90) years 3. Document for compulsory transactions as a result of foreclosure or express threat of foreclosure, divorce, court order, condemnation or probate 4. Transfer to a charity 5. Agreements and other documents for mergers, consolidations and incorporations involving solely nonlisted stock 6. Quitclaim deeds not serving as a source of title											
The parties to a real property conveyance document are required to tile this form and attest in writing and under the penalties of perfury that the information contained herein is true and correct. A person who knowingly and intentionally falsilies any information required on this form commits a Class C misdemeanor.											
Under Penalties of Perjury, I hereby certify that this Sales Disclosure, to the best of my knowledge and belief, is true, correct and complete as required by law, and is prepared in accordance with IC 6-1.1-5.5, "Real Property Sales Disclosure Act".											
For an exempt transaction only one signature (seller, buyer or either's representative) is required.											
Signature of seller or representative						one number 19) 235-	9241	Date signed (month, o	day, your)		
Signature of buyer of copresion	lating In	7			Teleph (9	one number	7/77	Date signed (month, o	10 -		
			TO BE COMP	CETED BY	THE AUD	TOR AND REC	-3677	MANA WANK	190		
						FILE S.					
CECOUNTY VOUSILESS						COUNTY BECORDER T					
STAMP INCES						STAME HATEL					
FILED						A CONTRACT OF STREET OF STREET					
SEVERLY D. CRONE AUDITOR ST. JOSEPH COUNTE						16.080 19.00 10.00					
ST. JOSEPH COMBO							RD	H.	120		

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### GRANT OF PERPETUAL EASEMENT

UNDERGROUND PHONE LINES

THIS INDENTURE made this day of day of through its Board of Public Works (hereinafter "Grantor"), and Memorial Health Properties, Inc. (hereinafter "Grantee").

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Grantee will restore the area disturbed by its work to as near the original condition as possible.

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

Grantee agrees to indemnify, defend and hold harmless the City of South Bend, Indiana, its agents and employees, from any claim, suit, cause of action or loss of any kind, including attorneys fees, arising from the use of the easement granted herein.

GRANTEE:	
MEMODIAL MARKET	GRANTOR:
MEMORIAL HEALTH PROPERTIES, II BY:	NC. CITY OF SOUTH BEND BOARD OF PUBLIC WORKS
	John E. Leszczynski) President
	James R. Caldwell, Member
	Jenny Pitts Manuer) Jenny Pitts Manier, Member
	ATTEST:
	Sandra M. Parmerlee, Clerk
STATE OF INDIANA )	raimeriee, Clerk
ST. JOSEPH COUNTY ) SS:	
members of the Bear dani	d, a Notary Public in and for said peared John E. Leszczynski, James R. er, personally known by me to be Works of the City of South Bend, execution of the same as their
WITNESS my hand and Notari	al Seal this $20^{\text{H}}_{\text{day of }}$ JUNE,
	SANDRA M. PARMERIEE, NotaryPublic A resident of St. J. J.
My Commission Expires:	A resident of St. Joseph County, Indiana.
7-24-96	

STATE OF INDIANA )
ST. JOSEPH COUNTY )

Before me, the undersigned, a Notary Public in and for said County and State, Personally appeared known by me to be an agent of Memorial Health Properties, Inc., the Grantee, and acknowledged the execution of the same as his/her voluntary act or deed.

WITNESS my hand and Notarial Seal this day of

NotaryPublic A resident of St. Joseph County, Indiana.

My Commission Expires:

This Instrument was Prepared by: Anne Bruneel, Assistant City Attorney, 1400 County-City Building, South Bend, IN 46601