#1691

Hot H asstown on Plat

9 Subdivision of Frod Cto
Rivin Park, recorded July 21,
1900 Bir Plat BOOK 7, 1874

27 TH ST. LIFT STATION

LEGAL DEPARTMENT INTEROFFICE MEMORANDUM

TO:

SANDRA M. PARMERLEE

DATE: JULY 24, 1989

CLERK

BOARD OF PUBLIC WORKS

FROM:

JENNY PITTS MANIER

ASSISTANT CITY ATTORNEY

RE:

EASEMENT AGREEMENTS; 27TH STREET LIFT STATION

I am attaching the letter I received from James W. Emans, P.E., of Lawson-Fisher Associates, concerning the above-referenced agreements.

As you know, on July 24, 1989, the South Bend Board of Public Works accepted two easement agreements from Mr. David Lesley, who owns property on which is located the 27th Street Lift Station. Mr. Emans, with the authority of the South Bend Wastewater Bureau, negotiated with Mr. David Lesley for the payment of \$1,500.00 for the easements in question.

At this point, although both Mr. Lesley and the Board have signed the Easement Agreements, the full consideration has not been paid by the City to Mr. Lesley. Consequently, the Easement Agreements should not be recorded with the St. Joseph County Recorder until such time as Mr. Lesley is paid in full. Please keep me informed as to when the claim for the \$1,498.00 in question is scheduled to be approved by the Board.

Attachment

cc: James W. Emans, P.E. Project Engineer Lawson-Fisher Associates 525 West Washington Street South Bend, IN 46601

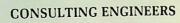
> Karl R. Kopec, Director Wastewater Treatment Plant

C: 2PARMERLEE

7/31- Jack Dillon advised me that he is processing Claim-should come to Borw on 8/4 for approved by BPW on 8/7/89-

LAWSON-FISHER ASSOCIATES

DANIEL R. LAWSON, P.E. JOHN E. FISHER, P.E.



525 WEST WASHINGTON STREET • SOUTH BEND, IND. 46601

PH: (219) 234-3167 FAX: (219) 236-1330 87239.10

July 20, 1989

JOHN A. MIDDLETON, P.E. ROBERT J. NOBLE, P.E. GREGORY L. HOLDEN, P.E. STEPHEN J. BENCZIK, P.E. JAMES W. EMANS, P.E.

Mr. David Lesley 16511 Baywood Granger, IN 46530

Dear Mr. Lesley:

As we discussed by telephone yesterday, the City has agreed to pay you the total sum of \$1,500.00 for the easments pertaining to Lots H and I as described in the Easement Agreements. Each Easement Agreement states that you will grant the easement in exchange for the "sum of One Dollar (\$1.00) and other good and valuable consideration....". The difference of \$1,498.00 shall be considered "other good and valuable consideration" in this transaction.

As I informed you, after these documents are signed by you, in the presence of a Notary Public, they will be presented to the Board of Public Works and Safety for approval on the Monday following the signing.

After approval, it may take up to four (4) weeks for you to receive your check. This should be sent to you by mail by the City of South Bend.

If you have any questions, feel free to contact myself or Ms. Jenny Pitts-Mainer, Assistant City Attorney.

Very truly yours,

LAWSON-FISHER ASSOCIATES

James W. Emans, P.E.

Project Engineer

JWE/s

c: > Jenny Pitts-Mainer Karl Kopec John Fisher

RECEIVED

JUL 2 4 1989

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LEGAL DEPARTMENT INTEROFFICE MEMORANDUM

TO: SANDRA PARMERLEE DATE: JULY 21, 1989

CLERK, BOARD OF WORKS

FROM: JENNY PITTS MANIER

ASSISTANT CITY ATTORNEY

RE: EASEMENT AGREEMENTS

Please place the attached easement agreements on the July 24th Board of Public Works agenda. The easements are being transferred to the City in connection with construction work that is taking place at the 27th Street lift station. At its meeting, the Board will accept the two easements. Upon payment by the City of the \$1500.00 consideration, the easement rights will formally vest in the City. At that point, you should record the easments with the County Recorder. You may want to ask Karl Kopec to keep you posted with respect to the payment of the \$1500.00 consideration.

cc; John Leszczynski

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

It is understood and agreed to by the parties hereto, that wherever in the foregoing instrument the singular number is used, it will be read as plural, if and when necessary, and that wherever words of masculine gender are employed, they will likewise apply to the feminine and neuter gender, whenever the Agreement so requires.

IN WITNESS WHEREOF Grantor and Grantee have executed this Agreement as of the ______, 1989.

GRANTOR: DAVID LESLEY

Duncklary

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

Before me, a Notary Public in and for said County and State, personally appeared David Lesley, who duly acknowledged the execution of the foregoing Easement Agreement as his free and voluntary act and deed.

Witness my hand and seal this 2/st day of July

POB

My commission expires: pruary 25, 1992

A resident of St. Joseph County Indiana

ATTEST:

ILE NO.

MARIANNE SEADH

RECORDER

AR 3 8 05 AN '95

ST. JOSEPH CD.

INBIANA

FILED FOR RECORD

GRANTEE: CITY OF SOUTH BEND by its...
BOARD OF PUBLIC WORKS

John E. Leszczyński, President

Patricia E. DeClercq

S. Katherine Humphreys

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

ldwd2/bpw-ease

ST. JOSEPH.CO. PEGORDER
FILE NO.
MARIANNE SEACH
FEDORDER

Mar 3 8 05 AM '95

ST. JOSEPH CO. INDIANA FILED FOR RECORD 3505781 9505781

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