1692

Act I Subdivision of Aux Not and 7/21/1900 Plat BOOK 7, Po 74

27 TH ST LIFT STATION

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EASEMENT AGREEMENT

THIS AGREEMENT WITNESSETH that the undersigned, David Lesley, of 2625 Northside Boulevard, South Bend, Indiana (hereinafter referred to as the "Grantor"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the Civil City of South Bend, St. Joseph County, State of Indiana (hereinafter referred to as "Grantee"), a permanent easement, including the perpetual right to install, construct, operate, patrol, maintain, repair, revise, renew, remove and replace a sewer system, its pipes, lines, spillways, systems, pump stations and/or other facilities (the "Facilities"), together with the right of ingress and egress from the said easement for the purposes of maintaining said sewer, pipes, lines, spillways, systems and other facilities and equipment incident thereto, in, upon, over and under the following described real estate located in the City of South Bend, St. Joseph County, State of Indiana, briefly described as follows:

Lot I as shown on the Plat of the subdivision of Lot C to River Park, now the City of South Bend, Indiana, by the Twin City Reality Company recorded July 21, 1900 in Plat book 7, page 74 in the Office of the Recorder of St. Joseph County, Indiana.

The easement granted hereby is for the benefit of the City of South Bend, Indiana for the maintenance of said Facilities and easements, 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 Facilities.

The easement hereby granted and all rights, covenants and restrictions and provisions related to said easement constitute covenants running with the land and shall be binding upon the said Grantor 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 said described real estate.

This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors or assigns.

The Grantor hereby covenants with the Civil City of South Bend, Indiana, that he is lawfully seized and possessed of the aforesaid tract or parcel of land; that he has a good and lawful right to sell and convey; that it is free from all encumberances; and that he will warrant and forever defend the title and quiet possession thereto against the lawful claims of all persons whomsoever.

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 21 day of July

GRANTOR: DAVID LESLEY

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 alot day of ye

My commission expires:

A resident of St. Joseph Con

Indiana

ATTEST:

GRANTEE: CITY OF SOUTH BEND by its

BOARD OF PUBLIC WORKS

Leszczyński/, President

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

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ST. JOSEPH CO. REGORDER FILE NO. MARIANNE SEACH RECORDER

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ST. JOSEPH CO. INDIANA FILED FOR RECORD

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