

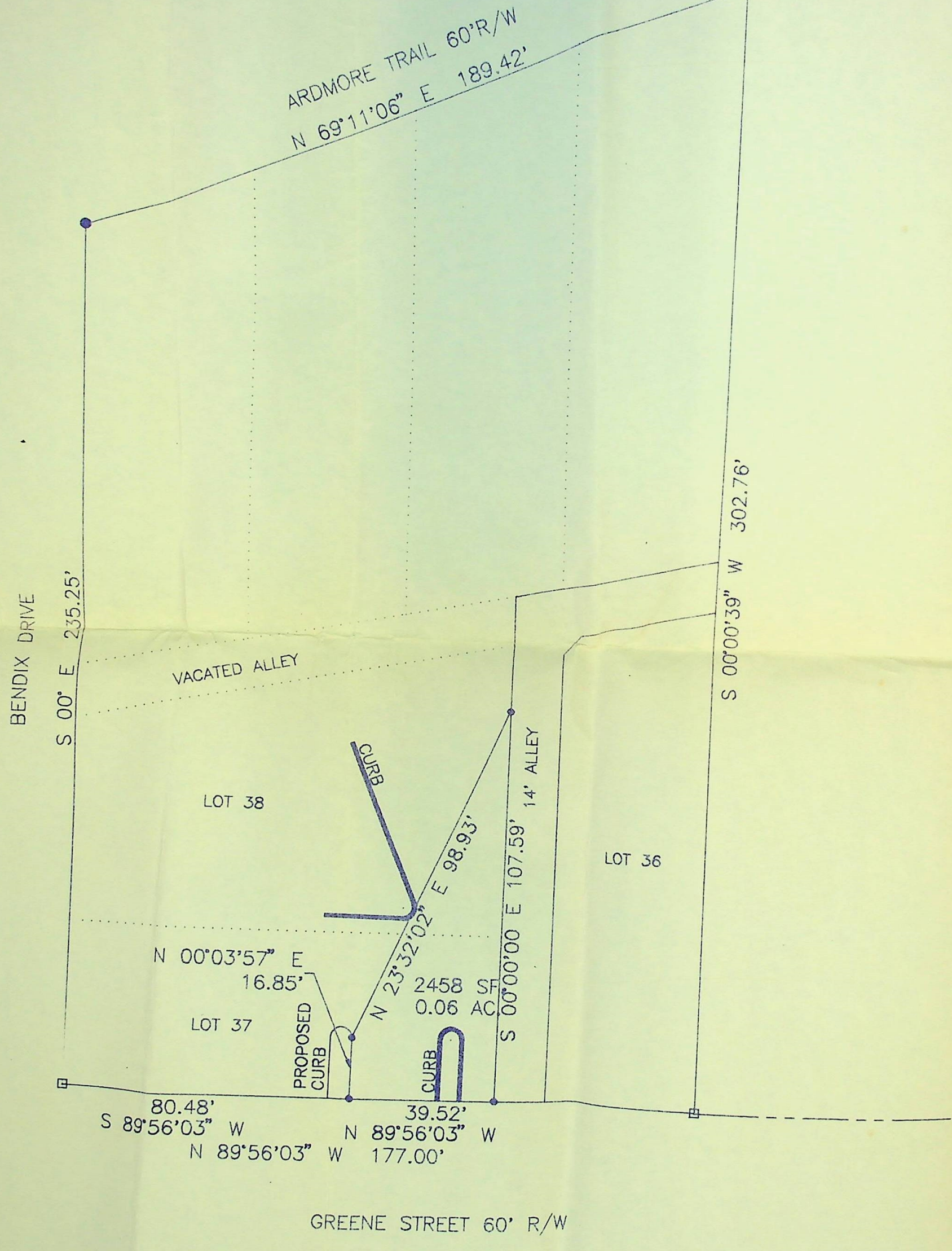
1693

1112 N. Bendure

LEASEMENT

AAA CREDIT UNION

SKETCH

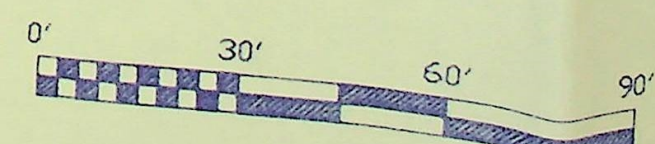
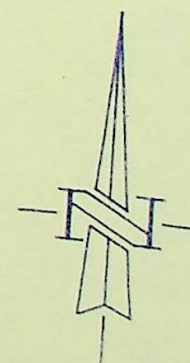


DESCRIPTION:

A PARCEL OF LAND BEING WESTCHESTER FIRST UNIT, OFFICE OF THE RECORDER AND BEING MORE PARTICULARLY

COMMENCING AT THE SOUTH CORNER OF SAID LOT 38, SOUTH 89°56'03" EAST ALONG SAID SOUTH BOUNDARY A DISTANCE OF 80.48 FEET TO THE POINT OF BEGINNING; NORTH 00°03'57" EAST, A DISTANCE OF 16.85 FEET TO THE POINT OF BEGINNING; NORTH 23°32'02" EAST, A DISTANCE OF 98.93 FEET TO THE POINT OF BEGINNING; SAID WEST LINE, A DISTANCE OF 107.59 FEET TO THE POINT OF BEGINNING; SOUTH 00°00'00" WEST, A DISTANCE OF 107.59 FEET TO THE POINT OF BEGINNING; SOUTH 00°00'39" WEST, A DISTANCE OF 302.76 FEET TO THE POINT OF BEGINNING; SOUTH 00°00'00" WEST, A DISTANCE OF 177.00 FEET TO THE POINT OF BEGINNING; NORTH 89°56'03" WEST, A DISTANCE OF 39.52 FEET TO THE POINT OF BEGINNING; SOUTH 89°56'03" WEST, A DISTANCE OF 80.48 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ANY EASEMENT, COVENANTS, RESTRICTIONS, OR ENCUMBRANCES.



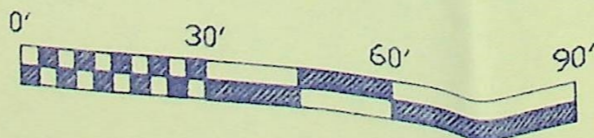
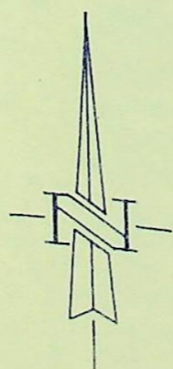
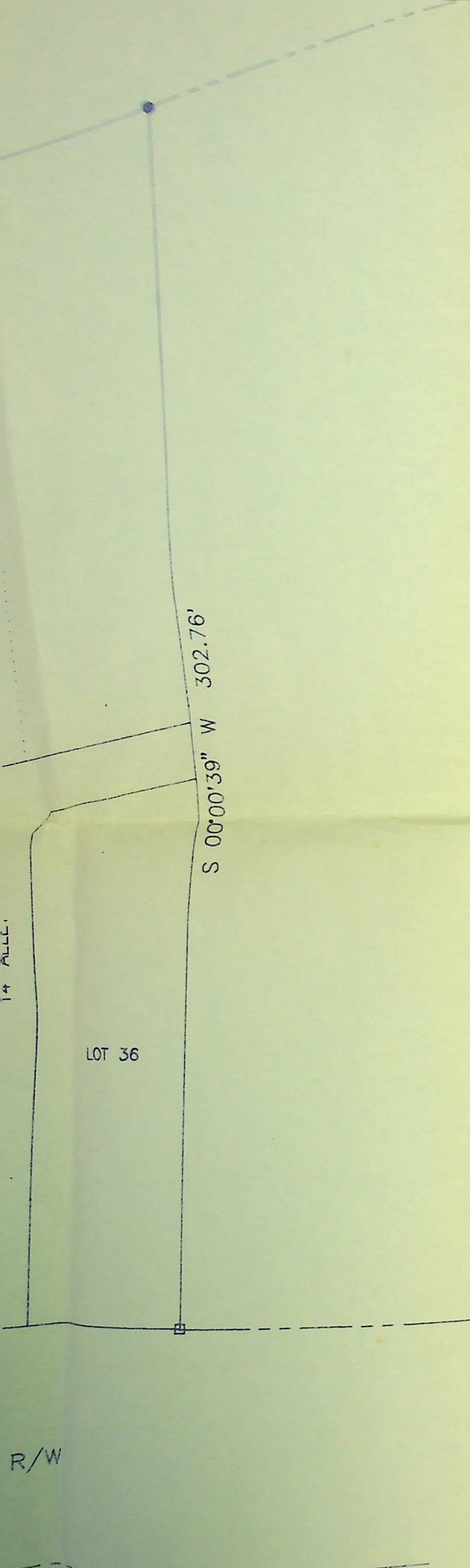
SKETCH PLAN

DESCRIPTION:

A PARCEL OF LAND BEING A PART OF LOTS 37 AND 38 IN WESTCHESTER FIRST UNIT AS SHOWN ON THE RECORDED IN THE OFFICE OF THE RECRODER OF ST. JOSEPH COUNTY, INDIANA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 37; THENCE SOUTH $89^{\circ}56'03''$ EAST ALONG THS SOUTH LINE OF SAID LOT 37, A DISTANCE OF 80.48 FEET TO THE PLACE OF BEGINNING; THENCE NORTH $00^{\circ}03'57''$ EAST, A DISTANCE OF 16.85 FEET; THENCE NORTH $23^{\circ}32'02''$ EAST, A DISTANCE OF 98.93 FEET TO THE WEST LINE OF A 14 FOOT ALLEY; THENCE SOUTH $00^{\circ}00'00''$ EAST ALONG SAID WEST LINE, A DISTANCE OF 107.59 FEET TO THE NORTH RIGHT-OF-WAY LINE OF GREENE STREET; THENCE NORTH $89^{\circ}56'03''$ WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 39.52 FEET TO THE PLACE OF BEGINNING CONTAINING 2458 SQUARE FEET MORE OR LESS.

SUBJECT TO ANY EASEMENT, COVENANTS OR RESTRICTIONS OF RECORD.

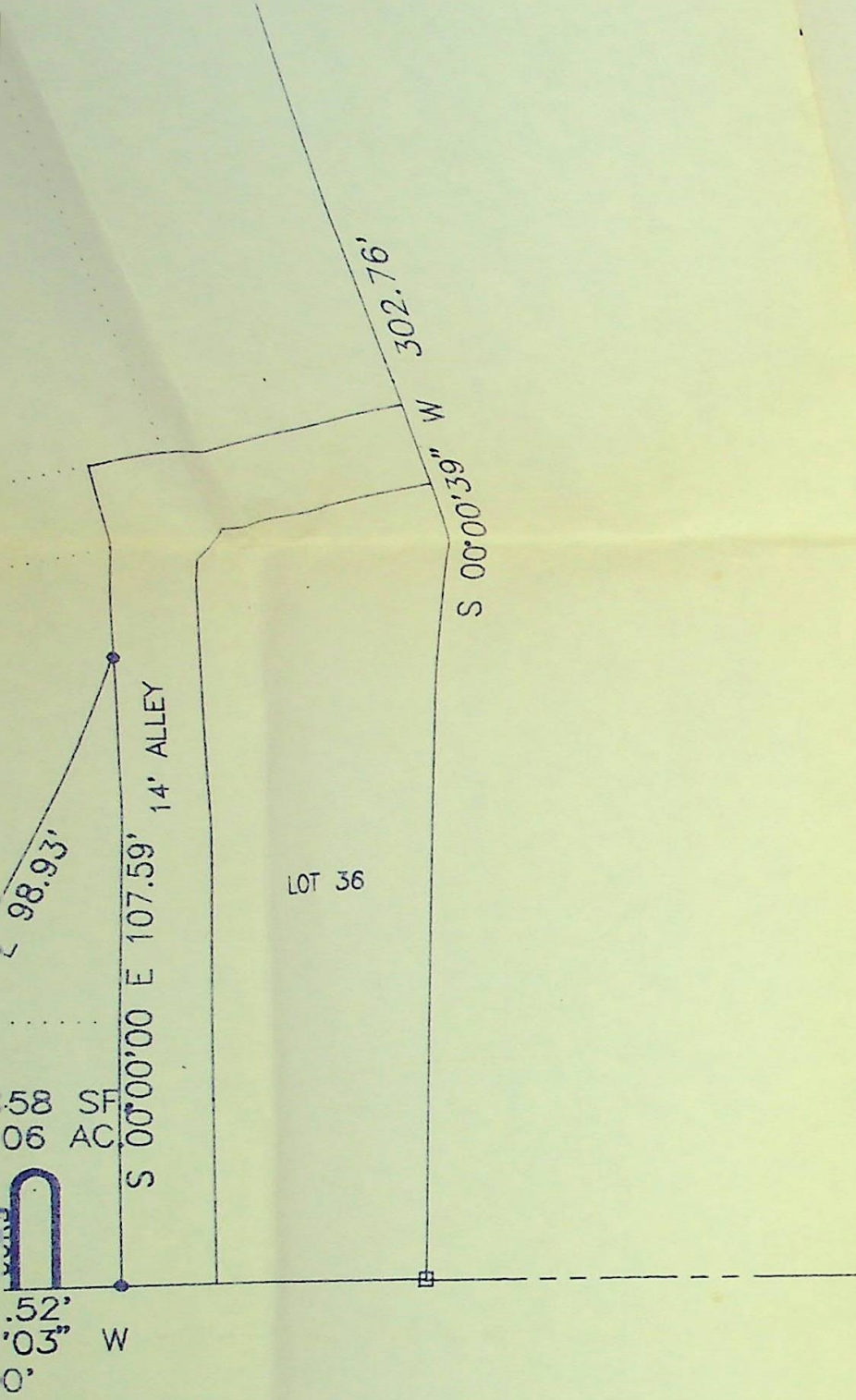


Prepared by:

Lang, Feeney & Associates, Inc.

715 S. Michigan Street
South Bend, Indiana 46618
Phone (219) 233-1841

Land Surveying

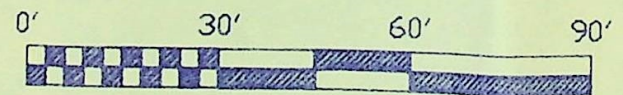
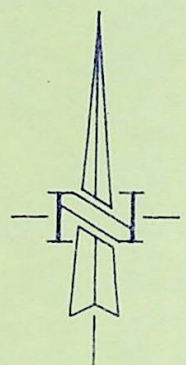


DESCRIPTION:

A PARCEL OF LAND BEING A PART OF LOTS 37 AND 38 IN WESTCHESTER FIRST UNIT AS SHOWN ON THE RECORDED IN THE OFFICE OF THE RECRODER OF ST. JOSEPH COUNTY, INDIANA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 37; THENCE SOUTH 89°56'03" EAST ALONG THE SOUTH LINE OF SAID LOT 37, A DISTANCE OF 80.48 FEET TO THE PLACE OF BEGINNING; THENCE NORTH 00°03'57" EAST, A DISTANCE OF 16.85 FEET; THENCE NORTH 23°32'02" EAST, A DISTANCE OF 98.93 FEET TO THE WEST LINE OF A 14 FOOT ALLEY; THENCE SOUTH 00°00'00" EAST ALONG SAID WEST LINE, A DISTANCE OF 107.59 FEET TO THE NORTH RIGHT-OF-WAY LINE OF GREENE STREET; THENCE NORTH 89°56'03" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 39.52 FEET TO THE PLACE OF BEGINNING CONTAINING 2458 SQUARE FEET MORE OR LESS.

SUBJECT TO ANY EASEMENT, COVENANTS OR RESTRICTIONS OF RECORD.



Prepared by:	
Lang, Feeney & Associates, Inc.	
715 S. Michigan Street	
South Bend, Indiana 46618	
Phone (219) 233-1841	
Land Surveying	
Scale	1" = 30'
Date	9/27/93
Rev.	
Rev.	
Drawn	JMS
Job Name	AAA-CRDT.DWG
Job No.	70-43

*Filed
Board of
Public Works*

AGREEMENT FOR EASEMENT

THIS AGREEMENT is made on this 13th day of April, 1994, between AAA Federal Credit Union (Grantor) and the City of South Bend, by its Board of Public Works (Grantee).

R E C I T A L S

(1) Grantor is the owner of certain real property commonly known as 1112 N. Bendix Drive, South Bend, Indiana ("Servient Estate").

(2) Grantee is the owner of a certain dedicated alleyway which transverses the Grantor's Servient Estate ("Dominant Estate").

(3) Grantee desires to acquire certain rights in the Servient Estate.

IT IS THEREFORE AGREED:

(1) GRANT OF EASEMENT. For valuable consideration, Grantor grants to Grantee an easement on and across the following-described portion of the Servient Estate:

A parcel of land being a part of Lots 37 and 38 in Westchester First Unit as shown on the recorded plat in the office of the Recorder of St. Joseph County, Indiana and being more particularly described as follows:

Commencing at the Southwest Corner of said Lot 37; thence South 89°56'03" East along the South line of said Lot 37, a distance of 80.48 feet to the place of beginning; thence North 00°03'57" East, a distance of 16.85 feet; thence North 23°32'02" East, a distance of 98.93 feet to the West line of a 14 foot alley; thence South 00°00'00" East along said West line, a distance of 107.59 feet to the North right-of-way line of Greene Street; thence North 89°56'03" West along said North right-of-way line, a distance of 39.52 feet to the place of beginning containing 2458 square feet more or less.

A survey of the easement area is attached hereto as Exhibit A.

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(2) CHARACTER OF EASEMENT. It is the intention of the parties that the easement granted be appurtenant to the Dominant Estate, in that the easement benefits the use and enjoyment of the Dominant Estate by allowing users of the alley access across the above-described portion of the Servient Estate.

(3) PURPOSE OF EASEMENT. This easement shall be used only for the purpose of allowing users of the alley access across the above-described portion of the Servient Estate.

(4) DURATION AND BINDING EFFECT. This easement shall endure perpetually for as long as the alley remains in use and is not vacated.

(5) EXCLUSIVENESS OF EASEMENT. The easement, rights, and privileges granted by this easement are nonexclusive, and Grantor reserves and retains the right to convey similar easement and rights to such other persons as Grantor may deem proper.

(6) GRANTOR'S RIGHTS. Grantor also retains, reserves and shall continue to enjoy the use of the surface of the land subject to this easement for any and all purposes that do not interfere with or prevent Grantee's use of the easement. Grantor's retained rights include, but are not limited to, the right to build and use the surface of the easement for private streets, roads, driveways, alleys, walks or parking areas, and other like uses. Grantor further reserves the right to dedicate all or any part of the property affected by this easement to any city for use as a public street, road, or alley, if the dedication can be accomplished without extinguishing or otherwise interfering with the rights of

Grantee in the easement. If Grantor or any of Grantor's successors or assigns dedicates all or any part of the property affected by this easement, Grantee and Grantee's successors and assigns shall execute all instruments that may be necessary or appropriate to effectuate the dedications.

(7) RIGHTS AND DUTIES. Grantor shall have the duty to repair and maintain the property subject to the easement and shall at all times keep the easement property free and open for the benefit of Grantee and any other concurrent user.

(8) TERMINATION. This easement may be terminated by written agreement signed by all owners of record and other successors to the respective interests of Grantor and Grantee in the Dominant and Servient Estates. Grantee, its heirs, successors, and assigns may execute and record a release of this easement at any time. This easement shall also terminate if the purposes of the easement cease to exist, are abandoned by Grantee, or become impossible to perform.

(9) ENTIRE AGREEMENT. This instrument contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect. Any modification of this Agreement must be in writing and must be signed by both parties.

(10) NOT ASSIGNABLE. This easement shall not be assignable by Grantee and any assignment shall terminate the easement.

This instrument was prepared by Michael C. Murphy, FORD & MURPHY,
P.C., 271 West Wayne Street, Suite 200, Post Office Box 11237,
South Bend, Indiana 46604-0237. Telephone: (219) 233-1000.

Executed at South Bend, Indiana, on the day and year written above.

ST. JOSEPH COUNTY RECORDER
FILE NO. 11 31 AM '95

ST. JOSEPH CO. RECORDER
FILE NO. 11 31 AM '95
FILED FOR RECORD

JAN 25 11 31 AM '95
ST. JOSEPH CO.
INDIANA
FILED FOR RECORD

AAA FEDERAL CREDIT UNION
GRANTOR

By: Paul R. Obermeyer
PAUL R. OBERMEYER, President / Mgr.
THE CITY OF SOUTH BEND
BY ITS BOARD OF PUBLIC WORKS

GRANTEE
APPROVED
BOARD OF PUBLIC WORKS

By: _____
APR 18 1994
Jerry R. Haizer

ACKNOWLEDGEMENT

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

I certify that on the 13th day of April, 1994,
Paul R. Obermeyer as President / Mgr. of AAA
Federal Credit Union personally came before me and acknowledged
under oath to my satisfaction that he is named in and personally
signed this document, and signed and delivered this document as his
act and deed.

Susan A. Haizer
Notary Public, a resident of
St. Joseph County, Indiana
Susan A. Haizer

My commission expires:
7/29/96

This instrument was prepared by Michael C. Murphy, KONOPA & MURPHY,
P.C., 221 West Wayne Street, Suite 200, Post Office Box 11237,
South Bend, Indiana 46634-0237. Telephone: (219) 239-1000.

9502232

ST. JOSEPH CO. RECORDER

FILE NO. _____

MARIANNE SEACH
RECORDER

JAN 25 11 31 AM '95

ST. JOSEPH CO.
INDIANA
FILED FOR RECORD

Executed at South Bend, Ind. on the day and year written

above.

FEDERAL CREDIT UNION

BY: *[Signature]*
THE CITY OF SOUTH BEND
BY ITS BOARD OF PUBLIC WORKS
GRANTED
APPROVED
BOARD OF PUBLIC WORKS
BY: _____

FILED FOR RECORD
MARIANNE SEACH
ST. JOSEPH CO.
JAN 25 11 31 AM '95
RECORDER

APR 18 1994
[Signature]

ACKNOWLEDGEMENT

STATE OF INDIANA

COUNTY OF ST. JOSEPH

I certify that on the 25th day of April, 1994,
[Signature] as *[Name]* of AAA

Federal Credit Union personally came before me and acknowledged
under oath to my satisfaction that he is named in and personally
signed this document, and signed and delivered this document as his
act and deed.

Notary Public, A. J. [Name]
St. Joseph County, Indiana
My commission expires: _____

This instrument was prepared by Michael G. Murphy, RONOPA & MURPHY,
P.C., 121 West Wayne Street, Suite 200, Post Office Box 11237,
South Bend, Indiana 46634-0237. Telephone: (317) 339-1000.

INDEMNIFICATION AND HOLD HARMLESS UNDERTAKING

WHEREAS, the AAA Federal Credit Union operates a financial institution at 1112 North Bendix Drive, South Bend, Indiana, which property is traversed by a dedicated alleyway fourteen (14) feet in width which is owned by the City of South Bend; and

WHEREAS, the AAA Federal Credit Union has sought permission from the City of South Bend to design its parking lot so that ~~parking spaces may be accessed directly from the alleyway~~ and to widen its curb cut on Greene Street in accordance with a site plan submitted to the City of South Bend and attached hereto as Exhibit A.

WHEREAS, the City is willing to grant such permission subject to the AAA Federal Credit Union working with the City's Engineering Department so as to produce the safest possible design for the parking lot and subject to the Credit Union granting the City an easement to provide for a safer ingress and egress to the alleyway from Greene Street;

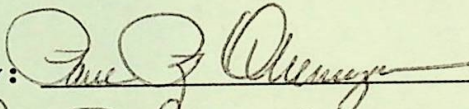
NOW, THEREFORE, in consideration for the approval by the City to utilize the alleyway for direct access to parking spaces at the AAA Federal Credit Union, 1112 North Bendix Drive, South Bend, Indiana, and to widen the curb cut as previously described, the undersigned agrees and undertakes to hold the City of South Bend, Indiana, free and harmless from any civil liability, loss, costs, damages or expenses, including attorney's fees, which the Civil City of South Bend may suffer or incur, as a result of any claims or actions which may be made by any person, including the

undersigned, arising out of the approval of the request to utilize the alleyway transversing 1112 North Bendix Drive for direct access to parking spaces at the AAA Federal Credit Union, excepting therefrom any civil liability, loss, costs, damages or expenses, including attorney's fees which the Civil City of South Bend may suffer or incur as a result of the intentional or negligent acts of its employees or agents.

The undersigned certifies that he is authorized to bind the AAA Federal Credit Union to the terms hereof.

Dated this 13th day of April, 1994.

AAA FEDERAL CREDIT UNION

By: 
PAUL R. OBERMEYER
Title: President / Mgr.

This instrument was prepared by Michael C. Murphy, KONOPA & MURPHY, P.C., 221 West Wayne Street, Suite 200, Post Office Box 11237, South Bend, Indiana 46634-0237. Telephone: (219) 239-1000.