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Distribution Easement

South Bend Redevelopment Commission
1200 County-City Building
South Bend, IN 46601

Tax ID No.: ~~04~~-1011-018704
25

By James E. Staszewski and Melissa Staszewski
Commencing At The Southwest Corner Of Section 19,
Township 38 North, Range 2 East; Thence Northerly 2855.36
Feet To A Point, Said Point Being The Intersection Of The
Westerly Line Of Said Section And The Centerline Of The
Indiana East West Toll Road; Thence Easterly Along The
Centerline Of Said Toll Road 1019.36 Feet To A Point, Said
Point Being The Intersection Of Olive Road And Said Toll
Road; Thence Southerly Along The Centerline Of Olive Road
1416.28 Feet To A Point And Place Of Beginning; Thence
Easterly 200 Feet To A Point; Thence Southerly 120 Feet To A
Point; Thence Westerly 200 Feet To A Point; Thence Northerly
120 Feet To The Point And Place Of Beginning.

COPY

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RECORDED ON

09/01/2004 03:41:42PM

TERRI J. RETHLAKE
ST. JOSEPH COUNTY
RECORDER

REC FEE: \$13.00
PAGES: 3

DISTRIBUTION EASEMENT

Indiv. & Corp.
Overhead & Underground

Eas. No. _____ Map No. _____

THIS INDENTURE, made this 31st day of August, 20 04,
between City of South Bend for the use and benefit of its Department of Redevelopment
whose address is 1200 County-City Building, South Bend, IN 46601

(hereinafter called "Grantor"), and **INDIANA MICHIGAN POWER COMPANY**, an Indiana Corporation authorized to do business
in the State of Michigan, whose address is P.O. Box 60, One Summit Square, Fort Wayne, Indiana, 46801 (hereinafter called
"Grantee").

WITNESSETH: That for One dollar (\$1.00) the receipt of which is hereby acknowledged, Grantor does hereby grant and convey
to Grantee a right-of-way and easement for the construction, operation, use, maintenance, repair, renewal, and removal of a line or
lines of overhead and underground facilities and equipment for the transmission of electrical energy, and for communicating purposes
including the right to permit attachments of others to said facilities, in, on, along, under, over, across, and through the following
described Premises situated in German Township, County of St. Joseph,
State of Indiana, and being a part of Section 19, Township 38 North, and Range
2 East, to wit:

Being the same (or part of the same) property conveyed to City of South Bend for the use and benefit of its Department of
Redevelopment
by James E. Staszewski and Melissa Staszewski, Husband and Wife by deed dated
October 31, 2000, and recorded in 0050854, in the Office of the
Register of Deeds of St. Joseph County, Indiana, to which reference is made
for further description.

A 15.00 foot wide Easement for facilities as shown by the attached drawing "EXHIBIT A" and contained in the following described
property:

Commencing at the Southwest Corner of Section 19, Township 38 North, Range 2 East; thence Northerly 2855.36 feet to a point, said
point being the intersection of the Westerly line of said Section and the centerline of the Indiana East West Toll Road; thence Easterly
along the centerline of said Toll Road 1019.36 feet to a point, said point being the intersection of Olive Road and said Toll Road;
thence Southerly along the centerline of Olive Road 1416.28 feet to a point and place of beginning; thence Easterly 200 feet to a point;
thence Southerly 120 feet to a point; thence Westerly 200 feet to a point; thence Northerly 120 feet to the point and place of beginning.

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TOGETHER with the right of ingress and egress to, form, and over said Premises, and also the right to cut or trim any trees and
bushes which man endanger the safety or interfere with the construction and use of said facilities.

Grantee shall promptly repair or replace all physical damage on the Premises proximately caused by the construction, operation and
maintenance of Grantee's Facilities.

The Grantor warrants that no structure or building shall be erected upon said easement. After the completion of said system the Grantor reserves the full use of the land which is not inconsistent with the existence and maintenance of said facilities but does agree not to change elevation or grade within the area of said easement without prior written consent of Grantee.

It is agreed that the foregoing is the entire contract between the parties hereto and that this is written agreement is complete in all its terms and provisions and shall be binding on their respective representative, heirs, successors, and assigns.

IN WITNESS WHEREOF, Grantor, if individual (s) ha _____ hereto set _____ hand _____ ; and if corporation, has caused its corporate name and seal to be affixed by its duly authorized officers, the day first written.

City of South Bend Redevelopment Commission

Philip J Faccenda
Matthew M. Kuhn

This instrument was prepared by Linda C. Honyoust, 2425 Meadowbrook Road, Benton Harbor, MI 49022 , Agent for Indiana Michigan Power Company on its behalf..

STATE OF Indiana ss:

On this 3/5th day of August, 20 04 before me a Notary Public in and for said County appeared Philip J Faccenda, President & Matthew M Kuhn, Secretary to me personally known, who, being by me duly sworn, did say that _____ the _____ of _____

The corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors; and said South Bend Redevelopment Commission

_____ acknowledged said instrument to be the free act and deed of said corporation.

CHERYL K. PHIPPS
Notary Public, State of Indiana
County of St. Joseph
My Commission Expires 01/07/2007

Notary Public, _____ County, Indiana

My commission expires _____, 20 _____

STATE OF _____ ss:

On this _____ day of _____, 20 _____, before me personally appeared _____

to me known to be the person _____ described in and who executed the within instrument, and acknowledged that _____ executed the same as _____ free act and deed.

Notary Public, _____ County, _____

My commission expires _____, 20 _____

