

1316 COUNTY-CITY BUILDING
227 W. JEFFERSON BOULEVARD
SOUTH BEND, INDIANA 46601-1830



PHONE 574/235-9251
FAX 574/235-9171

CITY OF SOUTH BEND JAMES MUELLER, MAYOR
BOARD OF PUBLIC WORKS

September 23, 2025

Mr. Pat Matthews
Seven Diamonds
1130 South Bend Ave.
South Bend, IN 46617
pat@7.diamonds

RE: Easement Dedication – Water Main – Keenan Court Condos

Dear Mr. Matthews:

At its September 9 meeting, the Board of Public Works approved the above referenced easement for City access to a private water main.

Please record the Easement documents and forward a copy of the recorded document to my attention. The Board of Public Works will rescind the approval if it is not received in 45 days.

If you have any further questions, please call this office at (574) 235-9251.

Sincerely,

/s/ Hillary Horvath

Hillary Horvath, Clerk

Enclosures
HH

CROSS REFERENCE: The agreement dated September 23, 2025 and filed for record on _____, 2025, in the Office of the St. Joseph County Recorder, State of Indiana, as affected by that certain release dated _____, 2025, and filed for record _____, 2025, in the Office of the St. Joseph County Recorder, State of Indiana (collectively, the "Utility Easement"), which burdens the property, Instrument Number _____.

WATER MAIN ACCESS EASEMENT PURSUANT TO IC 32-23-2-5

THIS WATER MAIN ACCESS EASEMENT is made this 23rd day _____ of _____ September, 2025, by Seven Diamonds, LLC, 1130 South Bend Ave, South Bend, IN 46617 ("Grantor") and City of South Bend, Indiana, a municipal corporation and political subdivision of the State of Indiana, by and through its Board of Public Works, 227 W. Jefferson Blvd, South Bend, Indiana 46601 ("Grantee").

NOW, THEREFORE, for in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Grantor desires and hereby grants to Grantee, its successors and assigns, a permanent and perpetual easement to enter, reenter, occupy and use the property situated in the County of St. Joseph, State of Indiana, and more fully described in Exhibit A and depicted in Exhibit B, attached hereto and incorporated herein by reference (the "Property"), to shut off and/or repair the Grantor-owned private water main ("Private Water Main") in, through, over and across a portion of the Property (the "Easement Area").
2. Grantee shall have and may exercise the right of ingress and egress in, to, over, through, and across the Easement Area and over the adjacent Property of Grantor, for any purpose needful for the full enjoyment of any other right of occupancy or use provided herein.
3. The Grantor shall maintain the Private Water Main according to applicable industry standards and sound judgment. Grantee may make any necessary shut off or repair work hereunder in case of emergency in order to protect public health and safety and/or water quality. If shut off or repair work are required to protect public health and/or water quality, the Grantor shall be responsible for all associated costs. Grantee shall perform such work in a good and workmanlike manner. Grantee shall not be responsible to restore any surfaces damaged in exercising its rights under this easement.
4. Grantor shall neither cause nor permit the construction or placement of any structure or building on any part of the Easement Area, so as to interfere with Grantee's rights and access granted herein this easement.

5. To the extent in which the Grantor agrees to allow existing connections to remain, be operated and maintained by the users, and to allow new connections from adjacent properties upon expansion of the Private Water Main or subdivision of the adjacent land, or similar circumstances, such maintenance of all mains and service lines will be the sole responsibility of the Grantor.
6. Grantor warrants that it has full right and lawful authority to make the grant herein contained, that the Grantee shall have quiet and peaceable possession, use and enjoyment of the easement and that the Grantor shall execute such further assurances thereof as may be required.
7. The easement hereby granted, the restrictions herein imposed, and the agreements herein contained shall be easements, restrictions and covenants running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and respective, heirs, successors, assigns, and transferees, including, but not in limitation, to all subsequent owners of said real estate and persons claiming under them.

IN WITNESS WHEREOF, the Grantor or the duly authorized representative(s) of Grantor have hereunto set his/her/their hand(s) on the day and year first written.

[Signatures on following page]

GRANTOR:

SEVEN DIAMONDS, LLC

By: _____ Its: _____

By: _____ Name: _____

Its: _____

STATE OF INDIANA)

) SS

COUNTY OF ST. JOSEPH)

The foregoing instrument was acknowledged before me this ____ day
of _____, 2025, by the above signatory.

(NOTARY SEAL)

Notary Public – State of Indiana

Printed Name: _____ My

Commission Expires: _____

GRANTEE:

**CITY OF SOUTH BEND, INDIANA
BOARD OF PUBLIC WORKS**



Elizabeth A. Maradik, President



Gary A. Gilot, Member



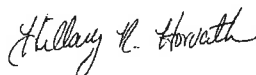
Murray L. Miller, Member



Joseph R. Molnar, Vice President



Breana Micou, Member



Attest: Hillary R. Horvath, Clerk

Date: September 23, 2025

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

Before me the undersigned, a Notary Public in ad for said County and State, personally appeared Elizabeth Maradik of the City of South Bend Board of Public Works, and who acknowledged the acceptance of the foregoing easement.

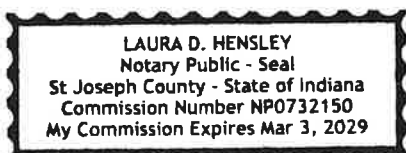
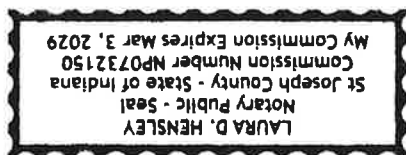
WITNESS, my hand and Notarial Seal this 23 day of September, 2025

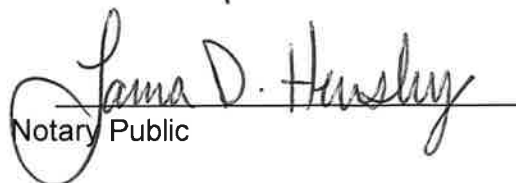
My Commission Expires:

March 3, 2029

My County of Residence:

Printed




Notary Public

Laura D. Hensley

Water Easement Legal Description

A parcel of land situated in the Northeast quarter of Section 5, Township 37 North, Range 3 East, Portage Township, City of South Bend, St. Joseph County, Indiana, more accurately described as follows:

Beginning at the Southeast Corner of Lot 1 of Keenan Court Minor Subdivision (Instrument Number 1027784), Thence along the south line of said Lot 1, also being the Northerly Right-of-Way line of Corby Boulevard, North 89 Degrees, 51 Minutes 09 Seconds West, a distance of 23.00 feet; Thence Parallel with the centerline of Keenan Court, North 00 Degrees 08 Minutes 27 Seconds West, a distance of 477.18; Thence North 00 Degrees 08 Minutes 47 Seconds West, a distance of 72.25 feet; Thence along a curve to the left, having a radius of 24.03 feet, a chord bearing of North 04 Degrees 45 Minutes 33 Seconds West, and a chord length of 3.86 feet, an arc distance of 3.87 feet; Thence along a curve to the right, having a radius of 45.97 feet, a chord bearing of North 33 Degrees 53 Minutes 56 Seconds East, and a chord length of 63.02 feet, an arc distance of 69.44 feet; Thence South 00 Degrees 08 Minutes 47 Seconds East, a distance of 155.69 feet to a point on the North line of Lot 19 of the Resubdivision of Keenan Court Condos Minor Subdivision; Thence along said North line, South 89 Degrees 51 Minutes 09 Seconds East, a distance of 11.02 feet; Thence parallel with said centerline of Keenan Court, South 00 Degrees 08 Minutes 27 Seconds East, a distance of 450.00 Feet to a point on the South line of Lot 30 of said Keenan Court Minor Subdivision, also being the Northerly Right-of-Way line of said Corby Boulevard; Thence along said Northerly Right-of-Way line, North 89 Degrees 51 Minutes 09 Seconds West, a distance of 23.00 feet to the Point of Beginning.

Containing 0.59 Acres, more or less.

Boldface entity name.
Delete the period.

Boldface entity name.
Delete the period.

STATE OF INDIANA)
) SS
COUNTY OF _____)

(NOTARY PUBLIC)
MY COMMISSION EXPIRES _____

FIELD WORK COMPLETED: N/A

Subject to all legal highways, easements and restrictions of record

Make all headings have uniform fonts and underlining

Lots 8, 19 thru 27 are currently owned by Seven Diamonds, LLC, 52127 Fall Creek Drive, Granger, IN 46530.

2.12 ACRE

10' REAR SETBACK WITH CAP STAMPED
'FIRM 0092' SET FLUSH

RIGHT-OF-WAY LINE
EASEMENT LINE
EXISTING REAL ESTATE LINE
BUILDING SETBACK LINE
SUBJECT REAL ESTATE SURVEY LINE
ADDRESS NUMBER
8' DRAINAGE & UTILITY EASEMENT
28' INGRESS/EGRESS, MUNICIPAL
WATER, SANITARY SEWER AND UTILITY
EASEMENT (14' EACH SIDE)
24' PAVEMENT (12' EACH SIDE)
13' AEP EASEMENT
14' NIPSCO EASEMENT
PRIVATE 5' SIDE YARD SETBACK LINE
PRIVATE 20' REAR YARD SETBACK LINE
RETENTION EASEMENT
PRIVATE 15' FRONT YARD SETBACK LINE
8' NIPSCO EASEMENT
LOT OWNERS OF EXISTING CONDO BUILDING
MUNICIPAL EASEMENT ACCESS TO PRIVATE WAY

1. ALL MEASUREMENTS AND DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
2. ALL EXISTING EASEMENTS AS SHOWN ON THE PLAT OF KEENAN COURT MINOR SUBDIVISION SECTION THREE, PER DCC. 1812036 ARE AS SHOWN.
3. BUILDING SETBACKS SHALL CONFORM TO THE APPLICABLE PROVISIONS OF THE ZONING ORDINANCE.
4. UPON COMPLETION OF CONSTRUCTION OR WITHIN 12 MONTHS OF THE RECORDING OF THIS PLAT, REBAR WITH CONCRETE CAPS SHALL BE SET AT ALL LOT CORNERS AND CHANGES IN GEOMETRY UNLESS OTHERWISE SPECIFIED.
5. THERE ARE NO ENCROACHMENTS UPON EXISTING BUILDING SETBACK LINES AND/OR EASEMENTS.
6. NO SECONDARY STRUCTURES EXIST WITHOUT A PRIMARY STRUCTURE.
7. THESE LOTS SHALL BE SERVED BY MUNICIPAL WATER AND SANITARY SEWER.
8. FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 18141C02400 WITH EFFECTIVE DATE OF JANUARY 6, 2011, INDICATES THIS AREA TO BE DESIGNATED ZONE X, AREAS OF MINIMAL FLOODING AND TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN.
9. CORREY BLVD. (80' R.O.W. NOT SHOWN) - MAJOR
10. KEENAN COURT (R.O.W. AS SHOWN) - LOCAL
11. CURB CUTS SHALL NOT BE LOCATED ON ANY FUTURE DEVELOPMENT, ALL ACCESS SHALL BE FROM ADJACENT ALLEY AND INGRESS/EGRESS EASEMENT AS SHOWN.
12. SIDEWALK REQUIRED FOR ALL FRONTAGES UPON DEVELOPMENT.
13. KC CONDO DEVELOPMENT, LLC, HAS ESTABLISHED "KEENAN COURT FLATS CONDOMINIUMS ASSOCIATION (COA)" FOR PURPOSES OF MAINTAINING COMMON GROUNDS (SNOW REMOVAL, ROUTINE REPAIRS, SIGNAGE ETC.), LAWN AND LANDSCAPE STANDARDS, AND COLLECTION OF TRASH AND RECYCLING.
14. KC CONDO DEVELOPMENT LLC HAS THE UNILATERAL RIGHT TO SUBDIVIDE AND REMOVE REAL ESTATE FROM THE CONDOMINIUM REGIME, WITHOUT THE CONSENT OR APPROVAL OF THE UNIT OWNERS. SAID FLATS OR UNITS OWNED BY SOMEONE ELSE ARE LOCATED ON THIS LOTS BEING REMOVED, PRIOR TO THE RIGHT TO DO SO, SO AS TO IT THEM THE DECLARATION OF KEENAN COURT FLATS, A CONDOMINIUM, RECORDED MAY 22, 2019 AS INSTRUMENT NO. 2019-11463 IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA, THEIR SIGNATURES ARE NOT REQUIRED.

N NORTH
S SOUTH
E EAST
W WEST
CB CHORD BEARING
A ARC LENGTH
R RADIUS

VICINITY MAP
NOT TO SCALE

Diagram illustrating a leveling staff with a scale from 0 to 12 feet. The staff is divided into 30-inch segments. A blue line indicates a slope of 1 inch per 30 feet.

THE UNDERSIGNED, **SEVEN DIAMONDS, LLC & KC CONDO DEVELOPMENT LLC**, OWNER OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DOES HEREBY LAYOFF, PLAT AND SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THE REQUIREMENTS OF THE "SUBDIVISION CONTROL ORDINANCE OF THE CITY OF SOUTH BEND, INDIANA." THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS: RE-PLAT OF KEANAN COURT CONDOS MINOR SUBDIVISION, ALL STREETS, ALLEYS, RIGHTS-OF-WAY, FUTURE ROADWAY EASEMENTS AND PUBLIC OPEN SPACES SHOWN AND NOT HERETOFORE DEDICATED ARE HEREBY DEDICATED TO THE PUBLIC FOR THE USES DESIGNATED HEREIN. THE AREAS OF GROUND DESIGNATED ON THE PLAT AND MARKED "EASEMENT" ARE RESERVED FOR THE DESIGNATED USES BY THE PUBLIC UTILITIES, INCLUDING BUT NOT LIMITED TO THE INSTALLATION OF WATER AND SEWER MAINS, POLES, DUCTS, LINES AND WIRES, DRAINAGE FACILITIES, AND ACCESS FOR PRESENT OR FOR FUTURE DEVELOPMENT SUBJECT AT ALL TIMES TO THE PROPER AUTHORITIES AND TO THE EASEMENT HEREIN RESERVED. NO PERMANENT OR OTHER STRUCTURES ARE TO BE ERRECTED OR MAINTAINED UPON SAID EASEMENTS OF LAND, BUT OWNERS OF LOTS IN THIS SUBDIVISION SHALL TAKE THEIR TITLES SUBJECT TO THE RIGHTS OF THE PUBLIC UTILITIES AND TO THE RIGHTS OF THE OWNERS OF THE OTHER LOTS IN THIS SUBDIVISION.

BY: J. Patrick Mathews, Member
J. Patrick Matthews, Manager

Date
(Date

RE-PLAT OF KEENAN COURT CONDOS MINOR SUBDIVISION
CERTIFICATE OF APPROVAL *CERTIFICATE OF APPROVAL*

PURSUANT TO INDIANA CODE SECTION 36-7-4, THE UNDERSIGNED CERTIFY THAT THE
RE-PLAT OF KEENAN COURT CONDOS MINOR SUBDIVISION
 WAS CONSIDERED AND GRANTED SECONDARY APPROVAL BY THE SOUTH BEND
 PLAN COMMISSION ON _____, 2025; DETERMINING THAT THE
 SAID SUBDIVISION COMPLIES WITH THE STANDARDS SET FORTH IN THE CITY OF
 SOUTH BEND SUBDIVISION CONTROL ORDINANCE.

IN WITNESS WHEREOF, WE HAVE ATTACHED OUR SIGNATURE AND THE
COMMISSION'S SEAL HEREUPON:

TIM CORCORAN
SECRETARY OF THE COMMISSION

Date _____

STATE OF INDIANA)
) SS
COUNTY OF HAMILTON)

BRIAN C. RISMILLER, HEREBY CERTIFY THAT I AM A PROFESSIONAL SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA; THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY COMPLETED ON FEBRUARY 21, 2025, THAT THE LOCATION, SIZE, TYPE AND MATERIAL OF ALL MONUMENTS ARE ACCURATELY SHOWN, AND THAT THE MONUMENTS WILL BE INSTALLED IN ACCORDANCE WITH THE PROVISIONS OF THE SUBDIVISION ORDINANCE OF THE CITY OF SOUTH BEND, INDIANA. FURTHER, I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.

DATED THIS _____ DAY OF _____, A.D., 2025

BRIAN C. RISMILLER
 INDIANA PROFESSIONAL LAND SURVEYOR NO. LS20200083
 brismiller@v3co.com

RDIVISION

**BOARD OF PUBLIC WORKS
AGENDA ITEM REVIEW REQUEST FORM**

Date: 9/16/2025
Name: Gemma Stanton Department of Public Works – Engineering Division
BPW Date: 9/23/2025 Phone Extension: 9083

Required Prior to Submittal to Board

BPW Attorney ☒ Attorney Name _____
Dept. Attorney ☐ Attorney Name _____
Purchasing ☐ _____

Check the Appropriate Item Type – Required for All Submissions

<input type="checkbox"/> Professional Services Agreement	<input type="checkbox"/> Contract	<input type="checkbox"/> Proposal
<input type="checkbox"/> Open Market Contract	<input type="checkbox"/> Amendment/Addendum	<input type="checkbox"/> Special Purchase, QPA
<input type="checkbox"/> Bid Opening	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Req. to Advertise <input type="checkbox"/> Title Sheet
<input type="checkbox"/> Quote Opening	<input type="checkbox"/> Quote Award	<input type="checkbox"/> Reject Bids/Quotes
<input type="checkbox"/> Proposal Opening	<input type="checkbox"/> C/O & PCA No. _____	<input type="checkbox"/> PCA
<input type="checkbox"/> Chg. Order, No. _____	<input type="checkbox"/> Traffic Control	<input type="checkbox"/> Resolution
<input type="checkbox"/> Other: _____		<input checked="" type="checkbox"/> Ease./Encroach

Required Information

Company or Vendor Name Seven Diamonds
New Vendor ☐ Yes ☐ If Yes, Approved by Purchasing
☐ No
MBE/WBE Contractor ☐ MBE ☐ WBE Completed E-Verify Form Attached ☐ Yes ☐ No
Project Name Keenan Court Condos
Project Number DP25-013
Funding Source _____
Account No. _____
Amount _____
Terms of Contract _____
Special Contract Provisions _____
Purpose/Description Easement for City access to a private water main

For Change Orders Only

Amount of	<input type="checkbox"/> Increase	\$ _____
	<input type="checkbox"/> Decrease	(\$ _____)
Previous Amount		\$ _____
	Increase	_____ %
Current Percent of Change:	Decrease	(_____ %)
New Amount		\$ _____
	Increase	_____ %
Total Percent of Change:	Decrease	(_____ %)
Time Extension Amount:		_____
New Completion Date:		_____