

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**

7-11-1982

Elizabeth A. Maradik, President

Greg A. Gilde

Gary A. Gilot, Member

Mary & Miller

Murray L. Miller, Member

29M

Joseph R. Molnar, Vice President



Breana Micou, Member

Hillary R. Horvath

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.

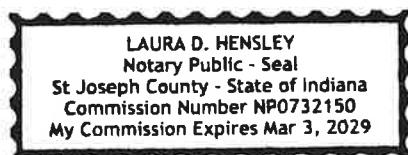
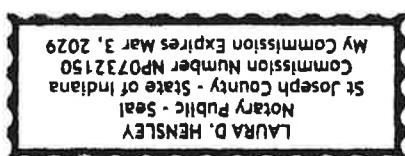
WITNESS, my hand and Notarial Seal this 23 day of September, 2025

My Commission Expires:

March 3, 2029

My County of Residence:

Printed



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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.

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	<input checked="" type="checkbox"/>	Attorney Name _____
Dept. Attorney	<input type="checkbox"/>	Attorney Name _____
Purchasing	<input type="checkbox"/>	_____
Check the Appropriate Item Type – <i>Required for All Submissions</i>		
<input type="checkbox"/> Professional Services Agreement <input type="checkbox"/> Open Market Contract <input type="checkbox"/> Bid Opening <input type="checkbox"/> Quote Opening <input type="checkbox"/> Proposal Opening <input type="checkbox"/> Chg. Order, No. _____ <input type="checkbox"/> Other:	<input type="checkbox"/> Contract <input type="checkbox"/> Amendment/Addendum <input type="checkbox"/> Bid Award <input type="checkbox"/> Quote Award <input type="checkbox"/> C/O & PCA No. _____ <input type="checkbox"/> Traffic Control	<input type="checkbox"/> Proposal <input type="checkbox"/> Special Purchase, QPA <input type="checkbox"/> Req. to Advertise <input type="checkbox"/> Reject Bids/Quotes <input type="checkbox"/> PCA <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ease./Encroach
Required Information		

Company or Vendor Name	Seven Diamonds
New Vendor	<input type="checkbox"/> Yes <input type="checkbox"/> If Yes, Approved by Purchasing <input type="checkbox"/> No
MBE/WBE Contractor	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Completed E-Verify Form Attached
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 <u>\$</u> _____
	<input type="checkbox"/>	Decrease <u>(\$)</u> _____
Previous Amount		<u>\$</u> _____
Current Percent of Change:		Increase <u>%</u> _____
New Amount		Decrease <u>(%)</u> _____
Total Percent of Change:		Increase <u>%</u> _____
Time Extension Amount:		Decrease <u>(%)</u> _____
New Completion Date:		