## **TEMPORARY HIGHWAY EASEMENT GRANT**

(GENERAL)

Form T-3 Revised 05/2019

Project:	1400639
Code:	N/A
Parcel:	20B & 20C
Page:	1 of 4

THIS INDENTURE WITNESSETH, That The City of South Bend, Indiana, by and through its Board of Park Commissioners, the Grantor(s) of St. Joseph County, State of Indiana Grant(s) to BOARD OF COMMISSIONERS OF THE COUNTY OF ST. JOSEPH, INDIANA, the Grantee, for and in consideration of the sum of One thousand one hundred twenty-five and 00/100 Dollars (\$1,125.00) (of which said sum \$0.00 represents land improvements acquired and \$1,125.00 represents land temporarily encumbered and damages) and other valuable consideration, the receipt of which is hereby acknowledged, a temporary easement to enter upon and have possession of the Real Estate of the Grantor(s) for the purpose of sanitary sewer construction and tree planting (the "Work") which said Work is incidental to the construction of the highway facility known as Douglas Road and as Project 1400639, which said Real Estate situated in the County of St. Joseph, State of Indiana, and which is more particularly described in the legal description(s) attached hereto as Exhibit "A" which is incorporated herein by reference, which said temporary easement shall expire, become void and revert to the Grantor(s) and/or the Grantor(s) successor(s) in title upon completion of the said Project. Upon expiration of the Temporary Construction Easement, the Grantee, at its sole cost and expense, shall restore the Temporary Easement Property to substantially the same or better condition it was in prior to Grantee's use. Grantee shall not leave any rubbish or debris on or about the Temporary Easement Property. Following inspection and sign-off of the Temporary Easement Property by the Grantor, the Grantee shall promptly execute and record an easement release document, at no cost to the Grantor(s).

The undersigned represents and warrants that they are the Board of Park Commissioners of the Grantor, that pursuant to state and local ordinance they are fully authorized to grant the temporary easement under this easement and that said authority has not been revoked and that therefore, fully authorized and empowered to convey to the Board of Commissioners of the County of St. Joseph, Indiana this temporary easement of the City, and that on the date of execution of said conveyance instruments they have full authority to so act. For use as a county highway or for highway purposes

Any and all timber, shrubbery, fences, buildings and any other improvements situated within the area of the temporary easement granted herein shall become the property of **Board of Commissioners of the County of St. Joseph, Indiana** except:

Any timber, shrubbery, fences, buildings and any other improvement that does not need to be removed to install the planned improvements. Ownership of any of said materials or structures not removed as a result of the improvements will revert back to Grantor upon release of this instrument.

To the extent allowed by law, the Grantee shall indemnify and hold the Grantor harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the Grantee and its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors, and assigns thereof, except to the extent such claims or damages are due to or caused by the negligence or willful misconduct of

Interests in land acquired by Board of Commissioners of the County of St. Joseph, Indiana <u>Grantee and Tax mailing address:</u> 227 West Jefferson Boulevard South Bend IN 46601 I.C. 8-23-7-31 Grantor or its employees, contractors or agents.

The said Grantor(s) acknowledge(s) that all provisions of this grant of temporary easement are as stated and set forth herein and that no verbal agreements or promises exist with respect thereto.

This temporary conveyance is subject to any and all easements, conditions and restrictions of record. However, the said Grantor(s), for the purpose of inducing Board of Commissioners of the County of St. Joseph, Indiana to accept this grant and to pay the hereinbefore referenced consideration, represent(s) that the Grantor(s) is the owner(s) in fee simple of the Real Estate and that to the best of Grantor's knowledge and reasonable belief there exist no encumbrances, conditions, restrictions, leases, liens (except current real estate taxes and assessments) of any kind or character which would be inconsistent with the temporary rights granted herein.

-	l Grantor(s) <u>has</u> ex	secuted this instrument this	day
of, <u>2020</u> .			
The City of South Bend, Indiana, by and throu	ugh its Board of Pa	ark Commissioners, By	
	(Seal)		(Seal)
Signature		Signature	
Mark Neal, President		Consuela Hopkins, Vice President	
Printed Name		Printed Name	
	(Seal)		(Seal)
Signature		Signature	
Aimee Buccellato, Member		Dan Farrell, Member	
Printed Name		Printed Name	
Witness			
Signature			
Signature			
Printed Name			

## **STATE OF** INDIANA:

SS:

**COUNTY OF** ST. JOSEPH:

Before me, a Notary Public in and for said State and County, personally appeared Mark Neal, President; Consuela Hopkins, Vice President; Aimee Buccellato, Member; and Dan Farrell, Member of The City of South Bend, Indiana, by and through its Board of Park Commissioners, the Grantor(s) in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be their voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this		day of	, <u>2020</u> .
Witness my hand and Notarial Seal this	Signature		
Printed Name			
My Commission expires			
I am a resident of	County.		
	PROOF NOTARIAL CE	RTIFICATE	
STATE OF <u>INDIANA</u> :			
COUNTY OF <u>ST. JOSEPH</u> :	SS:		
Before me, a Notary Public in and for	said State and County person	ally appeared the witnes	
	<b>2</b> · <b>1</b>		
depose and say that they know Mark N			
Dan Farrell, Member of The City of Sou			
Grantor(s) to be the individual(s) desc			
President; Aimee Buccellato, Member;	was present and s	aw Mark Neal, President :	; Consuela Hopkins, Vice
President; Aimee Buccellato, Member;	and Dan Farrell, Member of Th	ne City of South Bend, Indi	iana, by and through its Board
of Park Commissioners, Signatory(s) of			
	at the sam	he time subscribed his/her	r name as a witness thereto.
Witness my hand and Notarial Seal th	is day of	, 20	020.
Signature			
Printed Name			
My Commission expires			
I am a resident of	County.		

This instrument was prepared by Jamie C. Woods, Thorne Grodnik, LLP, License No. 21879-79, 420 Lincolnway West P.O. Box 1210, Mishawaka, Indiana 46546-1210

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each and every Social Security number from this document, unless it is required by law. Jamie C. Woods