

**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  $\pm$ Work $\leq$ ) 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  $\pm A \leq$  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ordinance they are fully authorized to grant the temporary easement under this easement and that said authority has not been revoked and that therefore, fully authorized and empowered to convey to the Board of Commissioners of the County of St. Joseph, Indiana this temporary easement of the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

Interests in land acquired by  
Board of Commissioners of the County of St.  
Joseph, Indiana

Grantee and Tax mailing address:

227 West Jefferson Boulevard  
South Bend IN 46601  
I.C. 8-23-7-31

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 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.

IN WITNESS WHEREOF, the said Grantor(s) has executed this instrument this 7<sup>th</sup> day of AUGUST, 2020.

The City of South Bend, Indiana, by and through its Board of Park Commissioners, By

[Signature]  
Signature

(Seal)

[Signature]  
Signature

(Seal)

Mark Neal, President  
Printed Name

[Signature]  
Signature

(Seal)

Consuela Hopkins, Vice President  
Printed Name

[Signature]  
Signature

(Seal)

Aimee Buccellato, Member  
Printed Name  
Witness

[Signature]  
Signature

Dan Farrell, Member  
Printed Name

[Signature]  
Signature  
Matt Frazier  
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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

My Commission expires \_\_\_\_\_

I am a resident of \_\_\_\_\_ County.

**PROOF NOTARIAL CERTIFICATE**

STATE OF INDIANA:

SS:

COUNTY OF ST. JOSEPH:

Before me, a Notary Public in and for said State and County, personally appeared, the witness \_\_\_\_\_, to the foregoing instrument, who, being duly sworn by me, did depose and say that they know 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, Signatory(s) of the Grantor(s) to be the individual(s) described herein and who executed the foregoing instrument; that said witness \_\_\_\_\_ was present and saw 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, Signatory(s) of the Grantor(s) execute the same; and said witness \_\_\_\_\_ at the same time subscribed his/her name as a witness thereto.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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