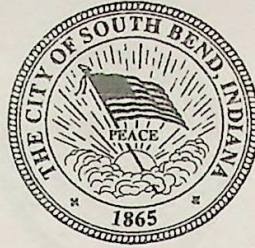


ALLEY VACATION
ORDINANCE NO. 9857-08
Status Vacated

Date 3/17/2009

Description:

The first north/south alley west of Laurel St. and south of Western Ave. continuing south bordering the Penn Central RR



Office of the City Clerk

John Voorde, City Clerk

March 17, 2009

MEMORANDUM

TO: Area Plan Commission
Board of Public Works/Engineering Dept.
Building Department
Fire Department
Northern Indiana Public Service Company
Police Department
Street Department
Bureau of Traffic & Lighting – Mark
Community & Economic Development – Pam Meyer
County Auditor – Paula
Water Works – North Station-Ed Herman

FROM: John Voorde, City Clerk

All proceedings with reference to Ordinance No. 9857-08 for the vacation of the following property:

AN ORDINANCE TO VACATE THE FOLLOWING DESCRIBED PROPERTY:
THE FIRST NORTH/SOUTH ALLEY WEST OF LAUREL STREET AND SOUTH
OF WESTERN AVENUE CONTINUING SOUTH BORDERING THE PENN
CENTRAL RAILROAD

is closed and this area is vacated.

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



PHONE 574/ 235-9251
FAX 574/ 235-9171
TDD 574/ 235-5567

CITY OF SOUTH BEND STEPHEN J. LUECKE, MAYOR
BOARD OF PUBLIC WORKS

March 19, 2009

Ms. Gloria Vasquez
Emmanuel Christian Church
1024 West Western Avenue
South Bend, Indiana 46601

RE: Grant of Easement - Vacation of the First North/South Alley Located West of Laurel Street
and South of Western Avenue Continuing South Bordering the Penn Central Railroad

Dear Ms. Vasquez:

Enclosed please find the corrected and recorded Grant of Easement as filed with the St.
Joseph County Recorder's office as well as a copy of Ordinance 9857-08 by the City Council
vacating the property.

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

Sincerely,

Linda M. Martin, Clerk

Enclosures

c: Tony Molnar, Engineering

0905625

RECORDED AS PRESENTED ON

02/26/2009 09:34:44AM

PHILLIP G. DOTSON
ST. JOSEPH COUNTY
RECORDER

REC FEE: \$27.00
PAGES: 8

GRANT OF EASEMENT

EASEMENT RELATED TO
VACATION OF FIRST NORTH/SOUTH ALLEY LOCATED WEST
OF LAUREL STREET AND SOUTH OF WESTERN AVENUE
CONTINUING SOUTH BORDERING THE PENN CENTRAL RAILROAD

THIS BLANKET ACCESS EASEMENT is granted this 25th day of August, 2009, by the Emmanuel Christian Church ("Grantor"), a domestic not-for-profit corporation having offices located at 1024 W. Western Avenue, South Bend, Indiana 46601, in favor of the public for the limited purposes set forth herein. This Grant of Easement supersedes a previous Grant of Easement dated August 25, 2008, and recorded on January 7, 2009, as Instrument No. 0900506, in the records of St. Joseph County Recorder.

RECITALS

WHEREAS, Grantor is the owner of property located at 1024 West Western Avenue, within the City of South Bend, Indiana; and more particularly described:

Thirty Four and one-half feet (34 ½) on Western Avenue, North of GTW Railroad, Baker's Sub of Pt Bank Out Lot 92

WHEREAS, pursuant to South Bend Ordinance No. 43-08 ("Vacation Ordinance") pending before the South Bend Common Council on August 25, 2008, the City vacated the subject alley in order to provide for the expansion of the Emmanuel Christian Church ("Vacated Property"), subject to: a blanket access easement approved as to form by the Board of Public Works; the proper recording of such easement in the County Recorder's Office; and the filing of a copy of the same with the Office of the City Clerk; and

WHEREAS, in its Vacation Ordinance, the Common Council for the City of South Bend reserved certain rights related to utility easements unless such rights are released by the individual utilities; and

WHEREAS, the Parties desire to create a permanent easement for the purpose of permitting and enabling the public to pass over the Vacated Property for the purpose of ingress and egress to and from Lot 2301 and 2299 as depicted on *Exhibit "A"* for pedestrian and motor vehicle use; and

WHEREAS, a diagram that is attached hereto and incorporated herein as *Exhibit "A"* depicts

the area to be designated as the Easement Area; and

WHEREAS, the City has determined that providing for the expansion of the Emmanuel Christian Church and providing for use of the Vacated Property under the terms of this Agreement is in the best interests of the City and its citizens.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor conveys this blanket access easement as follows:

1. Grantor hereby covenants that Grantor is lawfully seized and possessed of the parcel of real estate located at 1024 West Western Avenue, South Bend, Indiana 46601, and depicted on *Exhibit "A"* as the Vacated Property and that Grantor has the good and lawful right to convey the rights and obligations described in this Agreement.
2. Grantor hereby grants a permanent easement to be used to permit and enable the public to pass over the Vacated Property for the purpose of ingress and egress to and from Lots 2299 and 2301 for pedestrian and motor vehicle use, upon and over the following-described real property located in the City of South Bend, St. Joseph County, State of Indiana:

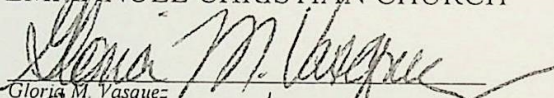
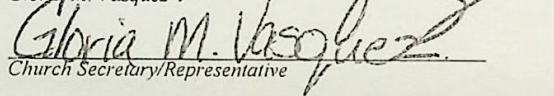
See Exhibit "A".
3. The easement granted under this Agreement shall pertain to the surface rights and interests of the Grantor, for the use and benefit of the public, to the nature and extent that the public may desire said surface rights and interests to accomplish and carry out the general purpose of this conveyance as provided in this Agreement.
4. No member of members of the public have the right to sell or assign any interest in the Easement Area, and the public's right to use the Easement Area shall terminate in the event that the need for the use of the Easement Area is no longer reasonably necessary and is agreed to in the public record by the Common Council who made this a condition of vacation. An example of a condition allowing for terminating the ingress egress easement would be if the Church could secure ownership of lots 2299 and 2301.
5. Grantor reserves the right to use and occupy the surface area on and over the Easement Area provided that such use and occupancy does not in any way conflict or obstruct the public's right to use the Easement Area for the purposes and intentions stated in this Grant of Easement.
6. The covenants set forth in this Grant of Easement shall run with the land and be binding upon and inure to the benefit of the Grantor and its heirs, legal representatives, successors and assigns.
7. This Grant of Easement may not be modified, amended or terminated without the

prior written mutual consent of the Grantor and the Common Council who made the vacation subject to this condition.

- 8. This Agreement shall be governed by the laws of the State of Indiana.
- 9. This Agreement shall be recorded in the Office of the Recorder for St. Joseph County, Indiana.
- 10. The persons signing and delivering this Agreement on behalf of their respective party represent and certify that he/she is a duly authorized agent, representative, member or officer who has been fully empowered to execute and deliver this Agreement and that all necessary corporate action has been taken and done.
- 11. The most recent deed of record is dated January 13, 1998 and was recorded on January 15, 1998 in the office of the St. Joseph County Recorder as Instrument No. 9801817.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first written above.

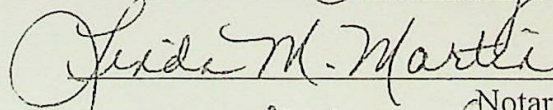
GRANTOR:
EMMANUEL CHRISTIAN CHURCH


 Gloria M. Vasquez

 Church Secretary/Representative

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

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Emmanuel Christian Church, by Gloria M. Vasquez and acknowledged the execution of this Grant of Easement as their voluntary act or deed.

WITNESS my hand and Notarial Seal this 24 day of February, 2009.


 Notary Public
 Resident of St. Joseph County, Indiana

My Commission Expires:

8/24/12

I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Cheryl A. Greene

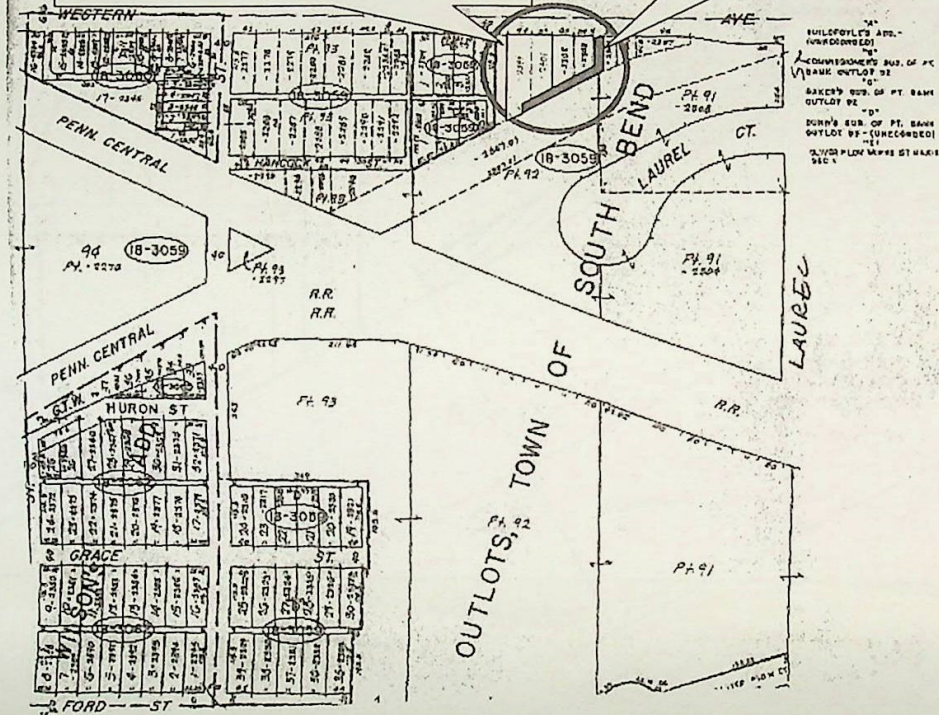
This instrument was prepared by Cheryl A. Greene, Attorney at Law, 1400 County-City Building, South Bend, IN 46601.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

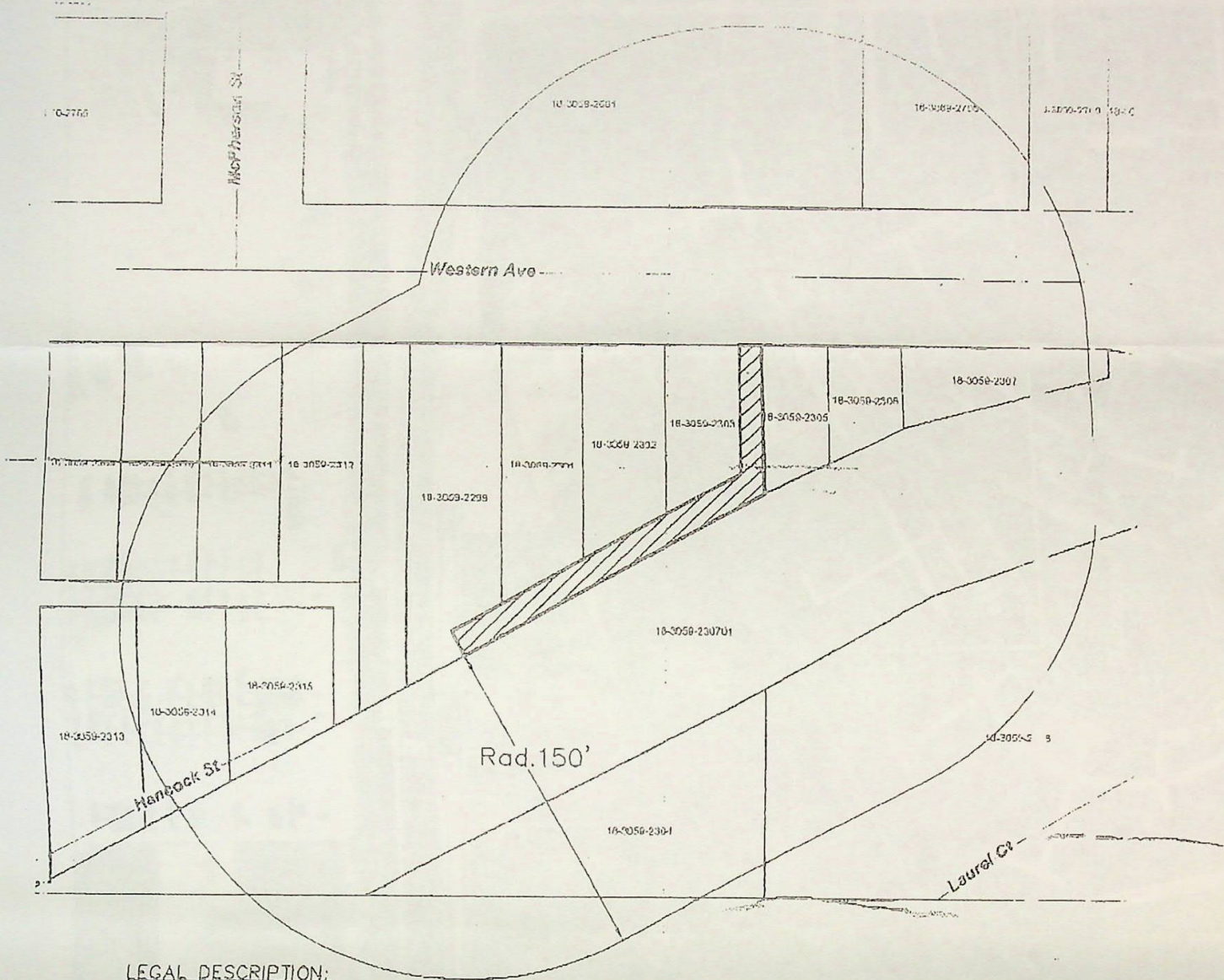
EXHIBIT A

Lots 2299 and 2301 require
ingress egress blanket easement

Alley Vacation



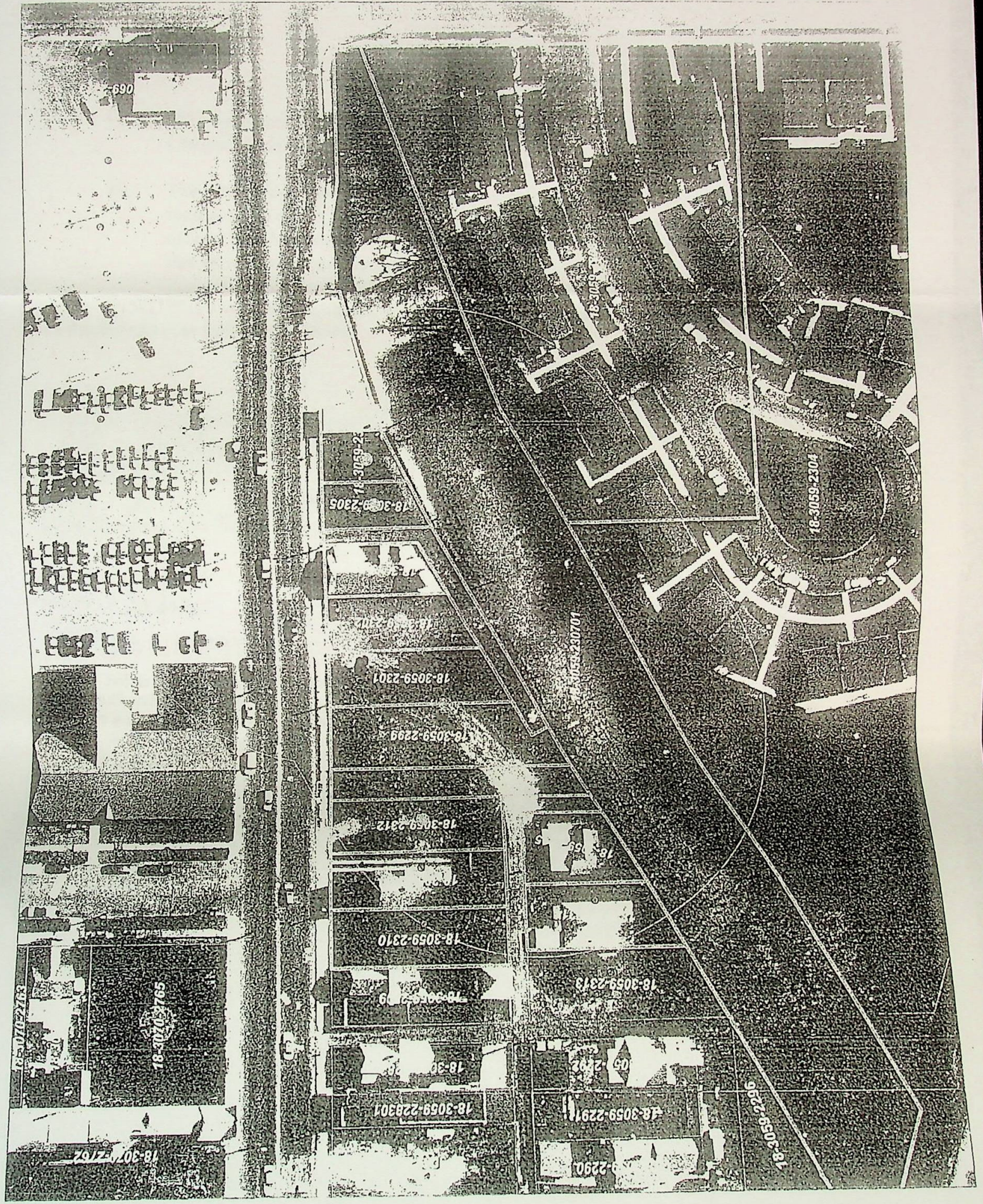
BULLFOYLE'S ADD.
(UNRECORDED)
COMMISSIONER'S SUB. OF P.C.
BLANK OUTLOT 92
BACCH'S SUB. OF PT. BANK
OUTLOT 91
DUMM'S SUB. OF PT. BANK
OUTLOT 93 - (UNRECORDED)
OTHER PLAT MAPS BY MARK
S&C



LEGAL DESCRIPTION:

The alley to be vacated is the first North/South alley (10' wide) West of Laurel Street on the South side of Western Avenue and the 14' wide alley that runs Southwesterly from said North/South alley along the North right of way of a vacated railroad. Both alleys being located in Bank Out Lot 92, in the Southwest ¼ of Section 11, Township 37 North, Range 2 East, St. Joseph County, Portage Township, City of South Bend, Indian, and more particularly described as follow:
 Commencing at the intersection of the original South right of way line of Western Avenue and the West right of way line of Laurel Street (said original line of Western is 15 feet North of the current right of way line); thence West along said original South right of way line of Western Avenue a distance of 346 feet, more or less, to the intersection of the South right of way line of Western Avenue and the East right of way line of said North/South alley and the place of beginning; thence South along said East line of said 10' wide North/South alley a distance of 72.3 feet to the Northerly right of way line of a vacated railroad right of way (Tax ID #018-3059-2307.01); thence Southwesterly along said Northerly railroad right of way a distance of 190 feet more or less; thence Northwesterly perpendicular to said Northerly right of way line of said railroad a distance of 14 feet; thence Northeasterly along a line parallel to and 14 feet from the Northerly right of way line of the vacated railroad a distance of 182.3 feet to the West right of way line of said 10 foot wide North/South alley; thence North along said West right of way line of the 10 foot wide North/South alley a distance of 61.82 feet to the South right of way line of Western Avenue; thence East along said South line to the place of beginning.

Received Time Aug. 19. 12:40PM



690

18-3059-2305

18-3059-2306

18-3059-2307

18-3059-2308

18-3059-2309

18-3059-2310

18-3059-2311

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18-3059-2330

18-3059-2331

18-3059-2332

18-3059-2333

18-3059-2304

18-3059-2301

18-3059-2313

18-3059-2291

18-3059-2290

18-3059-2299

9. This Agreement shall be recorded in the Office of the Recorder for St. Joseph County, Indiana.
10. The persons signing and delivering this Agreement on behalf of their respective party represent and certify that he/she is a duly authorized agent, representative, member or officer who has been fully empowered to execute and deliver this Agreement and that all necessary corporate action has been taken and done.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first written above.

GRANTOR:
EMMANUEL CHRISTIAN CHURCH

Gloria M. Vasquez
Signature Church Secretary / Representative
Gloria M. Vasquez
Printed Name and Title

APPROVED
Board of Public Works

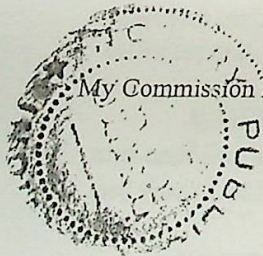
AUG 25 2008
George E. Egan
Donald E. Egan
Case P. Pittrell

STATE OF Indiana)
St. Joseph COUNTY) SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Emmanuel Christian Church, by Gloria Vasquez and acknowledged the execution of this Grant of Easement as their voluntary act or deed.

WITNESS my hand and Notarial Seal this 21 day of August, 2008.

Jennifer L. Cole Notary Public
Resident of St. Joseph County, IN



My Commission Expires: 7/8/11

I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (name)

RECORDED AS PRESENTED ON
01/07/2009 10:46:05AM

PHILLIP G. DOTSON
ST. JOSEPH COUNTY
RECORDER

REC FEE: \$22.42
PAGES: 5

GRANT OF EASEMENT

EASEMENT RELATED TO VACATION OF FIRST NORTH/SOUTH ALLEY LOCATED WEST OF LAUREL STREET AND SOUTH OF WESTERN AVENUE CONTINUING SOUTH BORDERING THE PENN CENTRAL RAILROAD

THIS BLANKET ACCESS EASEMENT is granted this 25th day of August, 2008, by the Iglesia Cristiana Emmanuel ("Grantor"), a domestic not-for-profit corporation having offices located at 1024 W. Western Avenue, South Bend, Indiana 46601, in favor of the public for the limited purposes set forth herein.

RECITALS

WHEREAS, Grantor is the owner of property located at 1024 West Western Avenue, within the City of South Bend, Indiana; and

WHEREAS, pursuant to South Bend Ordinance No. 43-08 ("Vacation Ordinance") pending before the South Bend Common Council on August 25, 2008, the City vacated the subject alley in order to provide for the expansion of the Emmanuel Christian Church ("Vacated Property"), subject to: a blanket access easement approved as to form by the Board of Public Works; the proper recording of such easement in the County Recorder's Office; and the filing of a copy of the same with the Office of the City Clerk; and

WHEREAS, in its Vacation Ordinance, the Common Council for the City of South Bend reserved certain rights related to utility easements unless such rights are released by the individual utilities; and

WHEREAS, the Parties desire to create a permanent easement for the purpose of permitting and enabling the public to pass over the Vacated Property for the purpose of ingress and egress to and from Lot 2301 and 2299 as depicted on Exhibit A for pedestrian and motor vehicle use; and

WHEREAS, a diagram that is attached hereto and incorporated herein as *Exhibit "A"* depicts the area to be designated as the Easement Area; and

WHEREAS, the City has determined that providing for the expansion of the Emmanuel Christian Church and providing for use of the Vacated Property under the terms of this Agreement is in the best interests of the City and its citizens.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor conveys this blanket access easement as follows:

1. Grantor hereby covenants that Grantor is lawfully seized and possessed of the parcel of real estate located at 1024 West Western Avenue, South Bend, Indiana 46601, and depicted on *Exhibit "A"* as the Vacated Property and that Grantor has the good and lawful right to convey the rights and obligations described in this Agreement.
2. Grantor hereby grants a permanent easement to be used to permit and enable the public to pass over the Vacated Property for the purpose of ingress and egress to and from Lots 2299 and 2301 for pedestrian and motor vehicle use, upon and over the following-described real property located in the City of South Bend, St. Joseph County, State of Indiana:

See Exhibit "A".
3. The easement granted under this Agreement shall pertain to the surface rights and interests of the Grantor, for the use and benefit of the public, to the nature and extent that the public may desire said surface rights and interests to accomplish and carry out the general purpose of this conveyance as provided in this Agreement.
4. No member of members of the public have the right to sell or assign any interest in the Easement Area, and the public's right to use the Easement Area shall terminate in the event that the need for the use of the Easement Area is no longer reasonably necessary and is agreed to in the public record by the Common Council who made this a condition of vacation. An example of a condition allowing for terminating the ingress egress easement would be if the Church could secure ownership of lots 2299 and 2301.
5. Grantor reserves the right to use and occupy the surface area on and over the Easement Area provided that such use and occupancy does not in any way conflict or obstruct the public's right to use the Easement Area for the purposes and intentions stated in this Grant of Easement.
6. The covenants set forth in this Grant of Easement shall run with the land and be binding upon and inure to the benefit of the Grantor and its heirs, legal representatives, successors and assigns.
7. This Grant of Easement may not be modified, amended or terminated without the prior written mutual consent of the Grantor and the Common Council who made the vacation subject to this condition.
8. This Agreement shall be governed by the laws of the State of Indiana.

9. This Agreement shall be recorded in the Office of the Recorder for St. Joseph County, Indiana.
10. The persons signing and delivering this Agreement on behalf of their respective party represent and certify that he/she is a duly authorized agent, representative, member or officer who has been fully empowered to execute and deliver this Agreement and that all necessary corporate action has been taken and done.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first written above.

GRANTOR:
EMMANUEL CHRISTIAN CHURCH

Gloria M. Vasquez
Signature
Gloria M. Vasquez Church Secretary
Printed Name and Title and Representative.

APPROVED
Board of Public Works

AUG 25 2008
[Signature]
[Signature]
[Signature]

STATE OF Indiana)
St. Joseph COUNTY) SS:

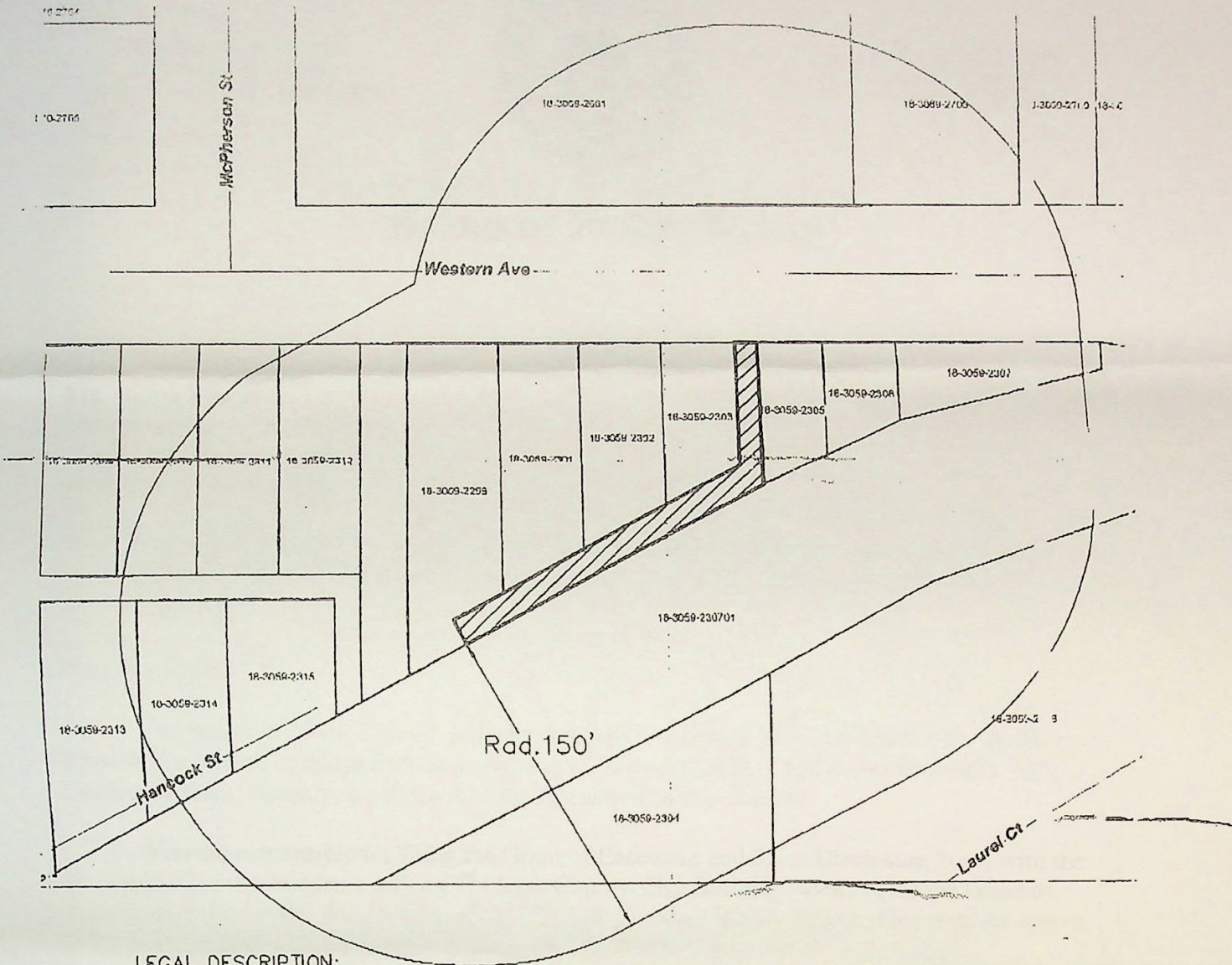
Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Emmanuel Christian Church, by Gloria Vasquez and acknowledged the execution of this Grant of Easement as their voluntary act or deed.

WITNESS my hand and Notarial Seal this 21 day of August, 2008.

Jennifer L. Cortez
Jennifer L. Cortez Notary Public
Resident of St. Joseph County, IN

My Commission Expires: 7/8/11

EXHIBIT A



LEGAL DESCRIPTION:

The alley to be vacated is the first North/South alley (10' wide) West of Laurel Street on the South side of Western Avenue and the 14' wide alley that runs Southwesterly from said North/South alley along the North right of way of a vacated railroad. Both alleys being located in Bank Out Lot 92, in the Southwest $\frac{1}{4}$ of Section 11, Township 7 North, Range 2 East, St. Joseph County, Portage Township, City of South Bend, Indian, and more particularly described as follows:

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Received Time Aug. 19. 12:40PM

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



PHONE 574/ 235-9251
FAX 574/ 235-9171
TDD 574/ 235-5567

CITY OF SOUTH BEND STEPHEN J. LUECKE, MAYOR
BOARD OF PUBLIC WORKS

August 25, 2008

Ms. Gloria Vasquez
Emmanuel Christian Church
1024 West Western Avenue
South Bend, Indiana 46601

RE: Grant of Easement – Vacation of the First North/South Alley Located West of Laurel Street and South of Western Avenue Continuing South Bordering the Penn Central Railroad

Dear Mr. Vasquez:

The Board of Public Works, at its meeting held on August 25, 2008, approved the above Grant of Easement. Enclosed are two originals of this document. I have also enclosed a Sales Disclosure form, which you will need to sign on behalf of the Church.

You are responsible for filing the Grant of Easement and Sales Disclosure Form with the St. Joseph County Auditor's office (3rd Floor, County-City Building) then record the Grant of Easement at the County Recorder's office (2nd floor County-City Building). Please return one of the file-marked, recorded originals of the Grant of Easement to me as soon as possible.

If you have any questions, please contact me at (574) 235-9251.

Sincerely,

A handwritten signature in cursive script that reads "Linda M. Martin".

Linda M. Martin, Clerk

Enclosure

c: Carl Littrell, Engineering
Don Inks, Community & Economic Development
City of South Bend Common Council

GARY A. GILOT, P.E.
PRESIDENT

CARL P. LITRELL, P.E.
MEMBER

DONALD E. INKS
MEMBER

GRANT OF EASEMENT

EASEMENT RELATED TO
VACATION OF FIRST NORTH/SOUTH ALLEY LOCATED WEST OF LAUREL STREET
AND SOUTH OF WESTERN AVENUE CONTINUING SOUTH BORDERING THE PENN
CENTRAL RAILROAD

THIS BLANKET ACCESS EASEMENT is granted this 25th day of August, 2008, by the Iglesia Cristiana Emmanuel ("Grantor"), a domestic not-for-profit corporation having offices located at 1024 W. Western Avenue, South Bend, Indiana 46601, in favor of the public for the limited purposes set forth herein.

RECITALS

WHEREAS, Grantor is the owner of property located at 1024 West Western Avenue, within the City of South Bend, Indiana; and

WHEREAS, pursuant to South Bend Ordinance No. 43-08 ("Vacation Ordinance") pending before the South Bend Common Council on August 25, 2008, the City vacated the subject alley in order to provide for the expansion of the Emmanuel Christian Church ("Vacated Property"), subject to: a blanket access easement approved as to form by the Board of Public Works; the proper recording of such easement in the County Recorder's Office; and the filing of a copy of the same with the Office of the City Clerk; and

WHEREAS, in its Vacation Ordinance, the Common Council for the City of South Bend reserved certain rights related to utility easements unless such rights are released by the individual utilities; and

WHEREAS, the Parties desire to create a permanent easement for the purpose of permitting and enabling the public to pass over the Vacated Property for the purpose of ingress and egress to and from Lot 2301 and 2299 as depicted on Exhibit A for pedestrian and motor vehicle use; and

WHEREAS, a diagram that is attached hereto and incorporated herein as *Exhibit "A"* depicts the area to be designated as the Easement Area; and

WHEREAS, the City has determined that providing for the expansion of the Emmanuel Christian Church and providing for use of the Vacated Property under the terms of this Agreement is in the best interests of the City and its citizens.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor conveys this blanket access easement as follows:

1. Grantor hereby covenants that Grantor is lawfully seized and possessed of the parcel of real estate located at 1024 West Western Avenue, South Bend, Indiana 46601, and depicted on *Exhibit "A"* as the Vacated Property and that Grantor has the good and lawful right to convey the rights and obligations described in this Agreement.
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See Exhibit "A".
3. The easement granted under this Agreement shall pertain to the surface rights and interests of the Grantor, for the use and benefit of the public, to the nature and extent that the public may desire said surface rights and interests to accomplish and carry out the general purpose of this conveyance as provided in this Agreement.
4. No member of members of the public have the right to sell or assign any interest in the Easement Area, and the public's right to use the Easement Area shall terminate in the event that the need for the use of the Easement Area is no longer reasonably necessary and is agreed to in the public record by the Common Council who made this a condition of vacation. An example of a condition allowing for terminating the ingress egress easement would be if the Church could secure ownership of lots 2299 and 2301.
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6. The covenants set forth in this Grant of Easement shall run with the land and be binding upon and inure to the benefit of the Grantor and its heirs, legal representatives, successors and assigns.
7. This Grant of Easement may not be modified, amended or terminated without the prior written mutual consent of the Grantor and the Common Council who made the vacation subject to this condition.
8. This Agreement shall be governed by the laws of the State of Indiana.

9. This Agreement shall be recorded in the Office of the Recorder for St. Joseph County, Indiana.
10. The persons signing and delivering this Agreement on behalf of their respective party represent and certify that he/she is a duly authorized agent, representative, member or officer who has been fully empowered to execute and deliver this Agreement and that all necessary corporate action has been taken and done.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first written above.

GRANTOR:

EMMANUEL CHRISTIAN CHURCH

Gloria M. Vasquez
Signature
Gloria M. Vasquez, Church Secretary / Representative
Printed Name and Title

APPROVED
 Board of Public Works

AUG 25 2008
George E. [Signature]
Don [Signature]
Case P. [Signature]

STATE OF Indiana)
St. Joseph COUNTY) SS:

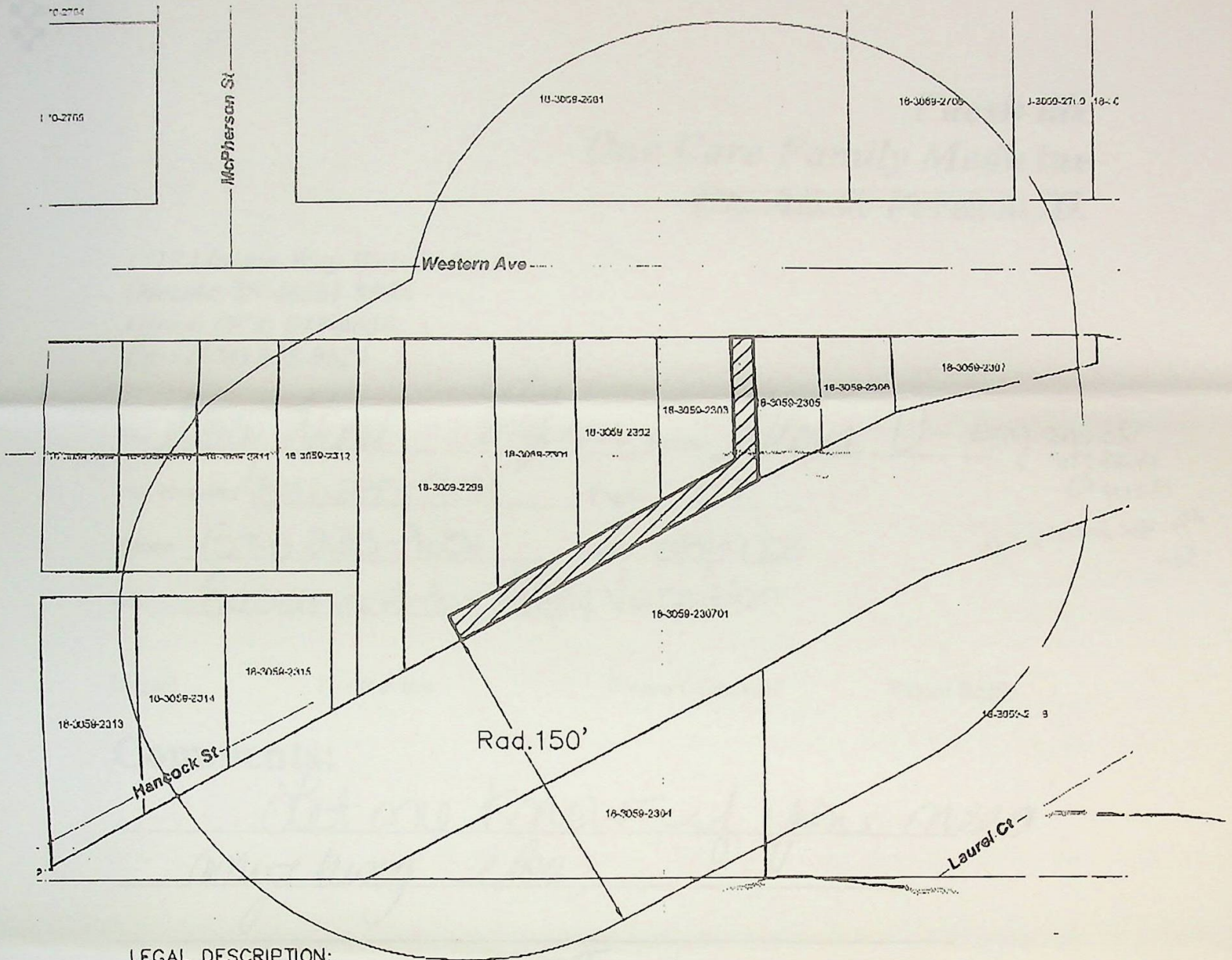
Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Emmanuel Christian Church, by Gloria Vasquez and acknowledged the execution of this Grant of Easement as their voluntary act or deed.

WITNESS my hand and Notarial Seal this 21 day of August, 2008.

Jennifer L. Cole
 Notary Public
 Resident of St. Joseph County, IN

My Commission Expires: 7/8/11

EXHIBIT A



LEGAL DESCRIPTION:

The alley to be vacated is the first North/South alley (10' wide) West of Laurel Street on the South side of Western Avenue and the 14' wide alley that runs Southwesterly from said North/South alley along the North right of way of a vacated railroad. Both alleys being located in Bank Out Lot 92, in the Southwest ¼ of Section 11, Township 7 North, Range 2 East, St. Joseph County, Portage Township, City of South Bend, Indian, and more particularly described as follow:

Commencing at the intersection of the original South right of way line of Western Avenue and the West right of way line of Laurel Street (said original line of Western is 15 feet North of the current right of way line); thence West along said original South right of way line of Western Avenue a distance of 346 feet, more or less, to the intersection of the South right of way line of Western Avenue and the East right of way line of said North/South alley and the place of beginning; thence South along said East line of said 10' wide North/South alley a distance of 72.3 feet to the Northerly right of way line of a vacated railroad right of way (Tax ID #018-3059-2307.01); thence Southwesterly along said Northerly railroad right of way a distance of 190 feet more or less; thence Northwesterly perpendicular to said Northerly right of way line of said railroad a distance of 14 feet; thence Northeasterly along a line parallel to and 14 feet from the Northerly right of way line of the vacated railroad a distance of 182.3 feet to the West right of way line of said 10 foot wide North/South alley; thence North along said West right of way line of the 10 foot wide North/South alley a distance of 61.82 feet to the South right of way line of Western Avenue; thence East along said South line to the place of beginning.

Received Time Aug. 19. 12:40PM



Facsimile
One Care Family Medicine
~~Dr. Aixsa Perez M.D.~~

1712 Lincoln Way West Suite A
Osceola, IN 46561-9998
Office: (574) 675-9630
Fax: (574) 675-9629

To: Gary Hilot - City Engineer From: Gloria U - Emory 2nd (Wriston Church)
Fax Number: (574) 235-9171 Pages 07
Phone (574) 235-9251 Date 08/19/08
RE: Easement for Alley Vacation.
gmv.40145@att.net

Urgent For Review Please Comment Please Reply

Comments:

Let me know if you need anything else.

Thanks ☺

This page contains information, which is confidential and /or protected under Federal and State law. The information is intended recipient, be aware that any disclosure, copying, or distribution or use of the contents hereof is prohibited.

GRANT OF EASEMENT

**EASEMENT RELATED TO
VACATION OF FIRST NORTH/SOUTH ALLEY LOCATED WEST OF LAUREL
STREET AND SOUTH OF WESTERN AVENUE CONTINUING SOUTH BORDERING
THE PENN CENTRAL RAILROAD**

THIS BLANKET ACCESS EASEMENT is granted this _____ day of _____, 2008, by the Emmanuel Christian Church ("Grantor"), a domestic not-for-profit corporation having offices at 1024 W. Western Avenue, South Bend, Indiana 46601, in favor of the public for the limited purposes set forth herein.

RECITALS

WHEREAS, Grantor is the owner of property located at 1024 West Western Avenue, within the City of South Bend, Indiana; and

WHEREAS, pursuant to South Bend Ordinance No. 43-08 ("Vacation Ordinance") pending before the South Bend Common Council on August 25th, 2008, the City vacated the subject alley in order to provide for the expansion of the Emmanuel Christian Church ("Vacated Property"), subject to: a blanket access easement approved as to form by the Board of Public Works; the proper recording of such easement in the County Recorder's Office; and the filing of a copy of the same with the Office of the City Clerk; and

WHEREAS, in its Vacation Ordinance, the Common Council for the City of South Bend reserved certain rights related to utility easements unless such rights are released by the individual utilities; and

WHEREAS, the Parties desire to create a permanent easement for the purpose of permitting and enabling the public to pass over the Vacated Property for the purpose of ingress and egress to and from Lot 2301 and 2299 as depicted on Exhibit A for pedestrian and motor vehicle use; and

WHEREAS, a diagram that is attached hereto and incorporated herein as Exhibit 4 depicts the area to be designated as the Easement Area; and

WHEREAS, the City has determined that providing for the expansion of the Emmanuel Christian Church and providing for use of the Vacated Property under the terms of this Agreement is in the best interests of the City and its citizens.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor conveys this blanket access easement as follows:

1. Grantor hereby covenants that Grantor is lawfully seized and possessed of the parcel of real estate located at 1024 W. Western Avenue, South Bend, IN 46601, and depicted on *Exhibit "A"* as the Vacated Property and that Grantor has the good and lawful right to convey the rights and obligations described in this Agreement.
2. Grantor hereby grants a permanent easement to be used to permit and enable the public to pass over the Vacated Property for the purpose of ingress and egress to and from lots 2299 and 2301 for pedestrian and motor vehicle use, upon and over the following-described real property located in the City of South Bend, St. Joseph County, State of Indiana:

See Exhibit "A".

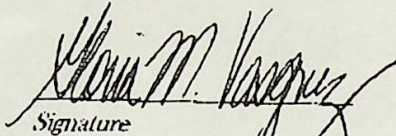
3. The easement granted under this Agreement shall pertain to the surface rights and interests of the Grantor, for the use and benefit of the public, to the nature and extent that the public may desire said rights and interests to accomplish and carry out the general purpose of this conveyance as provided in this Agreement.
4. No member of members of the public have the right to sell or assign any interest in the Easement Area, and the public's right to use the Easement Area shall terminate in the event that the need for the use of the Easement Area is no longer reasonably necessary and is agreed to in the public record by the Common Council who made this a condition of vacation. An example of a condition allowing for terminating the ingress egress easement would be if the Church could secure ownership of lots 2299 and 2301.
5. Grantor reserves the right to use and occupy the surface area on and over the Easement Area provided that such use and occupancy does not in any way conflict or obstruct the public's right to use the Easement Area for the purposes and intentions stated in this Grant of Easement.
6. The covenants set forth in this Grant of Easement shall run with the land and be binding upon and inure to the benefit of the Grantor and its heirs, legal representatives, successors and assigns.
7. This Grant of Easement may not be modified, amended or terminated without the prior written mutual consent of the grantor and the Common Council who made the vacation subject to this condition.

- 8. This Agreement shall be governed by the laws of the State of Indiana.
- 9. This Agreement shall be recorded in the Office of the Recorder for St. Joseph County, Indiana.
- 10. The persons signing and delivering this Agreement on behalf of their respective party represent and certify that he/she is a duly authorized agent, representative, member or officer who has been fully empowered to execute and deliver this Agreement and that all necessary corporate action has been taken and done.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first written above.

GRANTOR:

Emmanuel Christian Church



Signature

Gloria M. Vasquez -

Printed Name and Title

Church Secretary and Representative

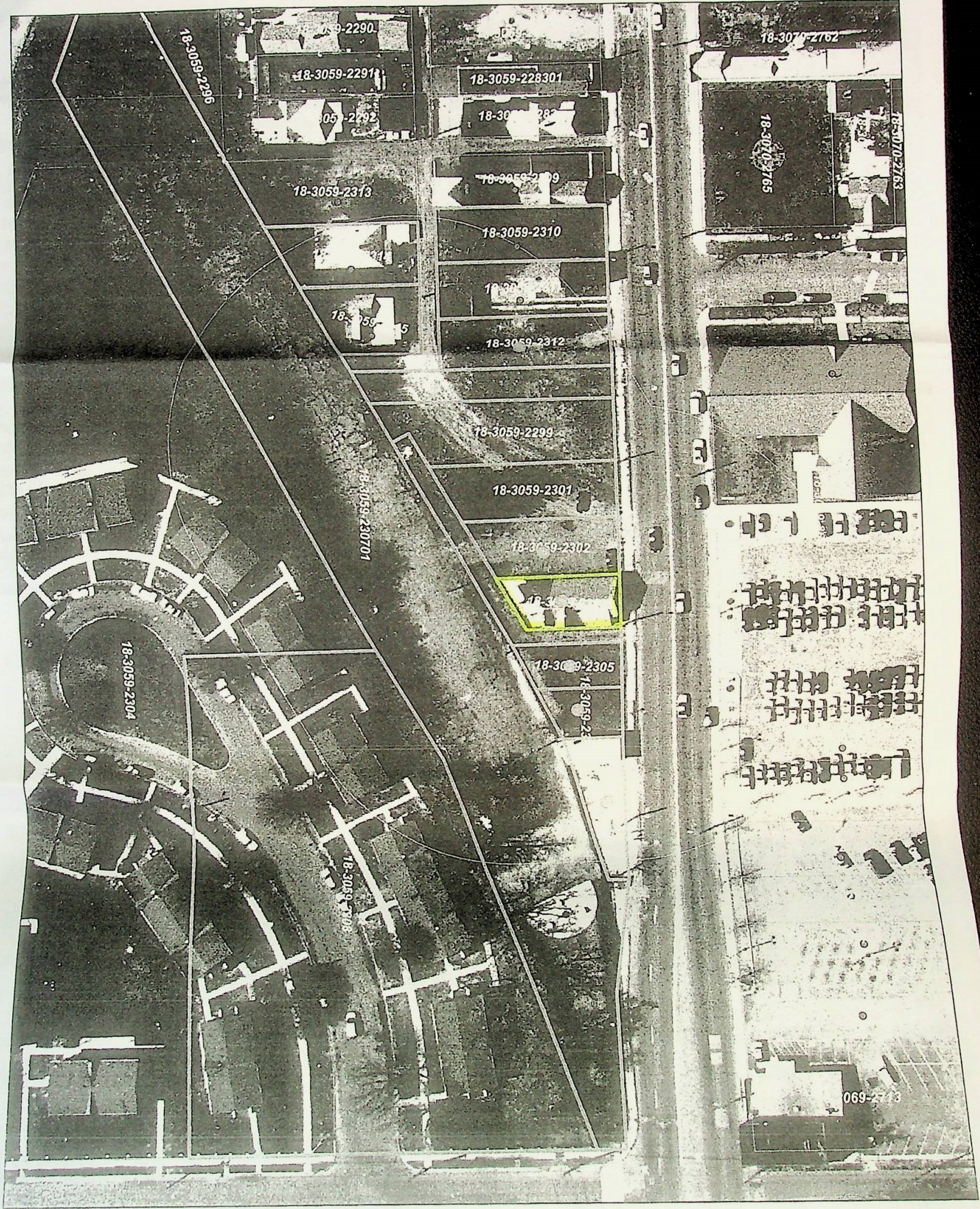
STATE OF _____)
) SS:
 _____ COUNTY)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Emmanuel Christian Church, by _____ and acknowledged the execution of this Grant of Easement as their voluntary act or deed.

WITNESS my hand and Notarial Seal this _____ day of _____, 2008.

Notary Public
Resident of _____ County, _____

My Commission Expires:



18-3059-2296

18-3059-2290

18-3059-2291

18-3059-228301

18-3070-2762

18-3059-2292

18-3059-2283

18-3070-2765

18-3070-2763

18-3059-2313

18-3059-2289

18-3059-2310

18-3059-2315

18-3059-2312

18-3059-2299

18-3059-2301

18-3059-230701

18-3059-2302

18-3059-2304

18-3059-2305

18-3059-2306

18-3059-2308

069-2713

TAX SALE CERTIFICATE

\$399.74

Subject To 10% or 15% (Minimum Bid) \$399.74

Subject To 10% Per Annum (Surplus): \$0.00

Cause Number: 71C01-0709-MI-206

No. 71272090

STATE OF INDIANA, ST. JOSEPH COUNTY

Michael Eby County Auditor in and for the County aforesaid, do hereby certify that at public sale held by Sean Coleman the County Treasurer of the aforesaid County, which commenced on 10/24/2007 at 8:00 am and continued until all parcels were offered for sale, that the treasurer did on 10/24/2007 in the main gallery of the County-City Building, Council Chambers, 4th floor legal notices as prescribed in IC 6-1.1-24-2 having been given, sold to

GLORIA CRISTIANA EMMANUEL

84 E BOWMAN ST 8/2

SOUTH BEND, IN 46613

the following described piece or parcel of land in St. Joseph County, Indiana, to wit:

Inventory Number / Property ID# 71018-3059-2299

Legal Description: Mid Pt 66 Ft On Western Ave N Of Rr E 1 Rd 66 Ft On Western Ave Mid Pt N O Rr Bcl 92

Legal Address or other common description: VL Adj 1032 Western Avenue

The said sum paid being equal to or greater than the amount of the judgment issued by the St. Joseph County Court on 07/11/2007 said judgment based on taxes, penalty, interest and costs due on the Real Estate above described for the year 2005 payable 2006, and prior years, to which is added the tax of 2006 payable 2007, said land being assessed as duly entered for the taxation in the name of

John George

134 Ravenna Dr

South Bend, IN 46628

The purchaser, above named, having paid the said Treasurer said purchase money (he or she being the highest and best bidder for cash), will be entitled to a deed for the tract of land so purchased as above described at the expiration of the redemption period (Friday, October 24, 2008) and after said purchaser complies with the statutory requirements of IC 6-1.1-25-1 et seq., if the same shall not have been previously redeemed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal as Auditor aforesaid at South Bend, Indiana, this 10/24/2007



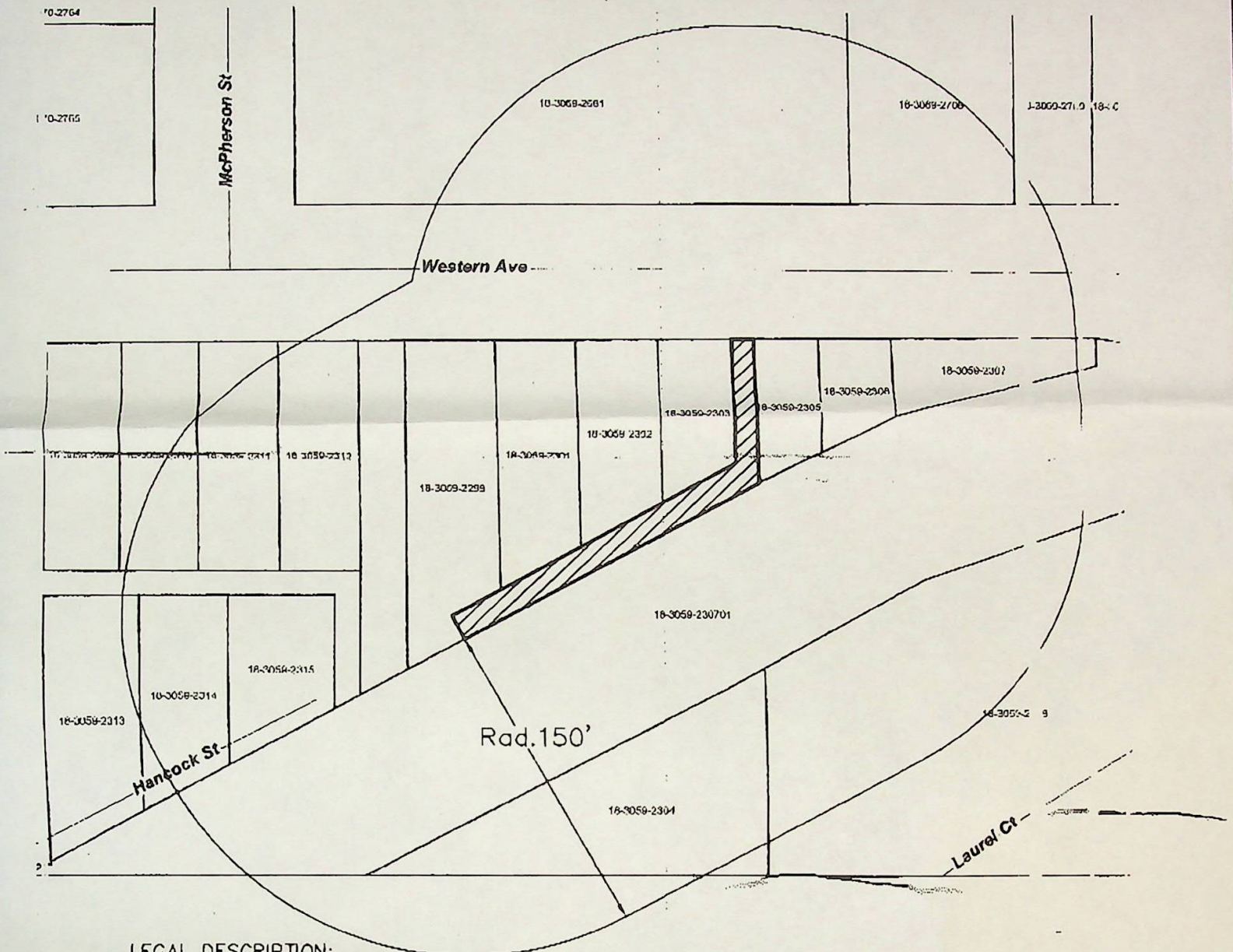
MICHAEL EBY AUDITOR OF ST. JOSEPH COUNTY, INDIANA

STATE OF INDIANA, St. Joseph COUNTY

Sean Coleman Treasurer of St. Joseph County, do hereby guarantee that the taxes and special assessments on the Real Estate named in the above certificate are delinquent, and that the same were yet due and unpaid at the time of the sale thereof, mentioned in said certificate, and said Real Estate being eligible for sale under IC 6-1.1-24-2.



SEAN COLEMAN TREASURER OF ST. JOSEPH COUNTY, INDIANA



LEGAL DESCRIPTION:

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