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2/13/2006

## Grant of Easement - Storm Sewer

LOT NO. A

SUB: Navarre Place 1st Add

Buckles, Kasey & Blazejewski, Matthew

### Description:

20-Foot Wide Easement Located on Lot A as Shown on the Recorded Plat of Navarre Place 1st Add in the West Half of the Northwest Quarter of Section 1, Township 37 North, Range 2 East, Portage Township



**GRANT OF EASEMENT  
STORM SEWER**

THIS INDENTURE made this 13 day of Feb, 2006, by and between Matthew Blazejewski and Kasey Buckles, Husband and Wife (Grantors) and the Civil City of South Bend, Indiana, by and through its Board of Public Works (Grantee), in favor of the Civil City of South Bend, its successors and assigns.

**WITNESSETH:**

That for Nine Hundred Fifty Four Dollars and Forty Cents (\$954.40) and other good and valuable consideration, the receipt of which Grantors hereby acknowledge, Grantors hereby grant, convey, and warrant to Grantee a permanent easement of the nature and at the location hereinafter set forth as described only for the installation, construction, operation, maintenance, adjustment, replacement, repair, alteration, removal, modernization, and use of a storm sewer system and related facilities, together with the right of ingress to and egress from said easement for the purpose of installing, constructing, operating, maintaining, adjusting, replacing, repairing, altering, removing, and modernizing said system and other equipment or facilities incident thereto, in, upon, over and under the following described real estate in the City of South Bend, St. Joseph County, State of Indiana, briefly described as follows:

A 20-Foot wide easement located on Lot A as shown on the recorded plat of Navarre Place First addition in the West Half of the Northwest Quarter of Section 1, Township 37 North, Range 2 East, Portage Township, St. Joseph County, Indiana, the centerline of which is described as follows:

Commencing at the northeast corner of Lot A in Navarre Place First Addition; thence South 85 degrees 04 minutes 19 seconds West 87.18 feet along the north line of said Lot to the centerline of said easement and the point of beginning of this description; thence South 15 degrees 29 minutes 16 seconds West 47.00 feet along the centerline of said easement to the point of terminus.

Together with a temporary easement for construction purposes over a strip of land 30 feet wide, the centerline of which is described as follows:

Commencing at the northeast corner of Lot A in Navarre Place First Addition; thence South 85 degrees 04 minutes 19 seconds West 87.18 feet along the north line of said Lot to the centerline of said easement and the point of beginning of this description; thence South 15 degrees 29 minutes 16 seconds West 47.00 feet along the centerline of said easement to the point of terminus.

The easement granted herein shall pertain to the air surface and subsurface rights and interests of the Grantors, for the use and benefit of the Grantee, to the nature and extent that the Grantee may desire said air, surface and subsurface rights and interests to accomplish and carry out the general purpose of this conveyance as the same has hereinabove been expressed. The easement



hereby granted is for the exclusive benefit of the City of South Bend, Indiana, and expressly includes the right and privilege at reasonable times to clean and remove from said easement such timber, brush, debris, or other obstructions interfering with the storm sewer system.

The Grantors and Grantee agree that there is on Grantor's property but immediately outside the easement area a tree which could interfere with access to the sewer line and which Grantors are willing to have removed. Parties agree that Grantee can, through the South Bend Park Department, have the tree removed with the supervision of the City Forrester. To the extent that the bill for the removal is less than Seven Hundred Dollars (\$700.00), Grantors shall pay the difference to Grantee as additional compensation for allowing the removal of the tree. If, to the extent that the bill is at or exceeds Seven Hundred Dollars (\$700.00), Grantee shall assume all of that additional expense.

The Grantee agrees that construction shall have limited impact on the surrounding area and agrees to restore that area disturbed by its work to as near the original condition as possible.

The Grantors reserve the right to use and occupy the surface area on and over the easement provided that said use and occupancy does not in any way conflict or obstruct the Grantee's right to use said surface for the purposes and intentions hereinabove expressed.

The easement granted herein and the associated benefits and obligation, shall constitute covenants running with the real estate, and shall be binding upon the Grantors and be an obligation thereof of every person or entity now or hereafter having any fee, leasehold, or other interest in all or any part of the said real estate.

This indenture shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

The Grantors hereby covenant with the City of South Bend that they are lawfully seized and possessed of the parcel of real estate hereinabove described; that they have good and lawful right to convey and that the property is free of all encumbrances that would conflict with the right herein granted.

The Grantee agrees and undertakes to hold Grantors free and harmless from any liability, loss, costs, damages or expenses, which Grantors may incur as a result of any claims or actions, *which may be made by any person arising out of Grantee's rights granted hereunder as they relate to the storm sewer system and related facilities.*

The Grantors hereby release any and all claims from whatsoever cause, incidental to the exercise of any rights herein granted.



IN WITNESS WHEREOF, Grantors have executed this Grant of Easement for storm sewer system on the date shown on the acknowledgment set forth herein.

GRANTOR:

Matthew Blazejewski  
Matthew Blazejewski

Kasey Buckles  
Kasey Buckles

GRANTEE:

CITY OF SOUTH BEND  
BOARD OF PUBLIC WORKS

Gary Gilot  
Gary Gilot, President

Carl B. Littrell  
Carl Littrell, Member

Donald E Inks  
Donald Inks, Member

ATTEST:

Angela K. Jacob  
Angela K. Jacob, Clerk

STATE OF INDIANA, ST. JOSEPH COUNTY, ss:

Before me, a Notary Public in and for said County and State, personally appeared Gary Gilot, Carl Littrell, and Donald Inks, personally known by me to be members of the Board of Public Works of the City of South Bend, Indiana, and acknowledge the execution of this Grant of Easement as their voluntary act or deed.

WITNESS my hand and Notarial Seal this 13<sup>th</sup> day of Feb., 2006.

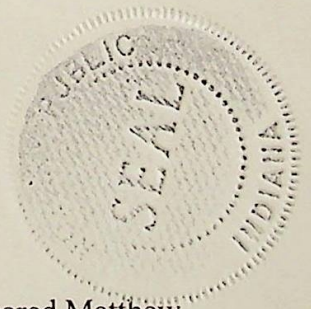
Angela K. Jacob  
Angela K. Jacob, Notary Public  
Residing in St. Joseph County, Indiana

My Commission Expires:

1/10/08

STATE OF INDIANA, ST. JOSEPH COUNTY, ss:

Before me, a Notary Public in and for said County and State, personally appeared Matthew Blazejewski and Kasey Buckles, the Grantors, and acknowledge the execution of this Grant of

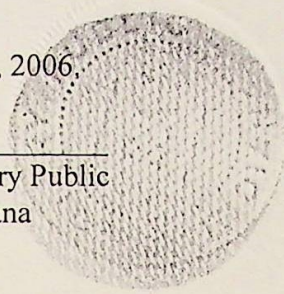




Easement as their voluntary act or deed.

WITNESS my hand and Notarial Seal this 21<sup>st</sup> day of February, 2006.

Jennifer L. Corle  
Jennifer L. Corle, Notary Public  
Residing in St. Joseph County, Indiana



My Commission Expires:

7/8/11



## EXHIBIT A

Project: Harter Heights Sewer Separation  
Parcel: Permanent 20 Foot Storm Drain Easement

Sheet 1 of 1

A 20-Foot wide easement located on Lot A as shown on the recorded plat of Navarre Place First addition in the West Half of the Northwest Quarter of Section 1, Township 37 North, Range 2 East, Portage Township, St. Joseph County, Indiana, the centerline of which is described as follows:

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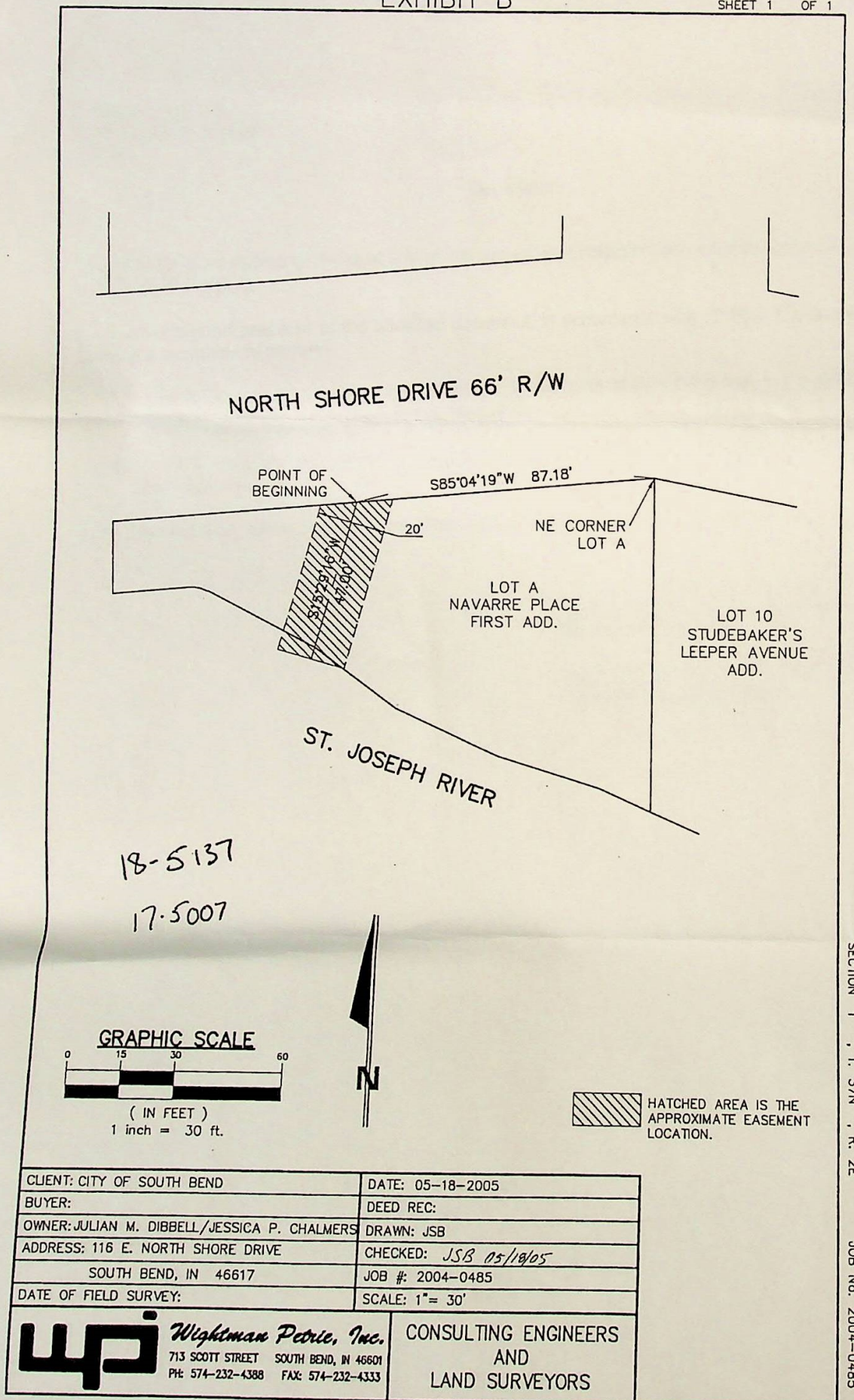
Prepared for: The City of South Bend  
By: Jeffrey S. Barnes, PLS JSB 05/18/05  
Date: May 18, 2005  
Job Number: 2004-0485

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## EXHIBIT B

SHEET 1 OF 1





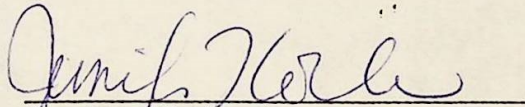
Declaration

This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

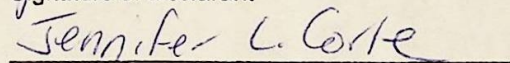
I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under the penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security numbers;
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, the undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.



Signature of Declarant



Printed Name of Declarant