

3242

5/12/2008

Deed of Easement

18-4096-3578

LOT NO.

SUB:

I&M Power

Olive Street

Description:

A Easement Over the Tract Described in Deed Record 542, Page 183, being a part of the Northwest Quarter of Section 10, Township 37 North, Range 2 East, City of South Bend, Also known as: Starting at a Point on the West Line of Olive Street that is 20 Feet

5/2 MAIL
AEP

0815794

RECORDED AS PRESENTED ON

05/12/2008 11:34:49AM

TERRI J. RETHLAKE
ST. JOSEPH COUNTY
RECORDERREC FEE: \$21.00
PAGES: 5Transfer 2162
Taxing Unit 28
Date 5/2-08

DEED OF EASEMENT

Easement No. 020 Map No: 1929
WO No: 4081499301

THIS EASEMENT is granted this 14 day of April, 2008, by the City of South Bend, Indiana, a corporation organized and existing under the laws of the State of Indiana, whose address is 227 W. Jefferson Bld. South Bend IN 46601, hereinafter called "Grantor" (whether one or more persons) to Indiana Michigan Power Company, an Indiana corporation whose business address is One Riverside Plaza, Columbus, Ohio 43215 (hereinafter called the "Grantee").

WITNESSETH:

That in consideration of One Dollar, and other valuable consideration, the receipt of which is hereby acknowledged, and covenants hereinafter set forth, Grantor hereby grants, conveys, and warrants to the Grantee, a permanent right of way and easement for an electric transmission, distribution, and communication line or lines of overhead and underground facilities, including the right to permit attachments of other to said facilities, in, on, over, along, under, through and across the following described lands of the Grantor, situated in the State of Indiana, County of St. Joseph, and Potage Township, Section 10, Township 37 North, Range 2 East. Grantor claims title by Deed Record 542 at Page 183 recorded in the office of the Recorder of St. Joseph County, Indiana.

Key Number: 018-4096-3578

The easement is described as follows:

More fully described in Exhibit "A" attached hereto and made a part hereof.

TOGETHER WITH THE FOLLOWING RIGHTS: **FACILITIES:** The right of the Grantee to construct, reconstruct, operate, maintain, inspect, protect, repair, replace, renew, relocate along the centerline and remove poles with cross arms, guys, anchors, grounding systems, and all other appurtenant equipment and fixtures, and string wires and cables, adding thereto from time to time, on and across said lands. **TREES AND OBSTRUCTIONS IN**

DULY ENTERED FOR TAXATION
PETER H. MULLEN
ST. JOSEPH CO. INDIANA

EASEMENT: The right to cut down, trim and otherwise control, and at the Grantee's option, remove from said easement any and all trees, overhanging branches, brush, buildings, structures, or other obstructions, together with the right to cut down, trim, and otherwise control, and, at the Grantee's option to remove from the lands of the Grantor adjoining said easement any and all other trees which in the opinion of the Grantee may endanger the safety of, or interfere with the construction, operation or maintenance of said facilities. **INGRESS AND EGRESS:** Giving the Grantee the right of ingress and egress in and over existing or future roads and lanes and other reasonable routes on said lands, and any of the adjoining lands of the Grantors, for the purpose of exercising and enjoying the rights granted.

It is understood and agreed between the parties hereto that:

1. The Grantor reserves the right to cultivate, pasture or otherwise use said lands in any way not inconsistent with the rights herein granted. However, no building, structure, advertising device, swimming pool or deep well shall be erected or placed by the Grantor within the easement herein granted.
2. The Grantee agrees to repair or pay the Grantor for damage to stock, growing crops, fences, gates, field tile, drainage ways, drives, lawns, or structures caused by the Grantee in the exercise of the rights herein granted. Grantee agrees to pay the standing timber value, based on Board Measure, at the market price in the vicinity, for any trees cut outside the easement, which are marketable as timber.
3. This instrument contains all agreements expressed or implied between the parties herein and shall inure to the benefit of and be binding upon their respective heirs, executors, administrators, lessees, tenants, successors, and assigns.

City of South Bend, Indiana

By: _____
(Sign Name)

(Print Name)

Its: _____

(Print Title)

APPROVED
Board of Public Works

APR 14 2008
Henry A. Gylot
Donald E. Galt
Ken R. Ruffell

State of Indiana, County of St. Joseph, ss:

The foregoing instrument was acknowledged before me this 14th day of April, 2008 by: Gary A. G. 101, I. D. E. inks, Carl P. Miller the City of South Bend, Indiana an Indiana Corporation, as the Board of Public Works who signed the foregoing instrument as their free act and deed both on behalf of them and the corporation.

NOTARY PUBLIC

Jane K. K.
(Sign Name)

Jennifer L. Corle
(Print Name)

My commission expires 7/8/11, 20 . I am a resident of St. Joseph County.

This instrument was prepared by Brian J. Welles for Indiana Michigan Power Company, 110 East Wayne, Fort Wayne, Indiana 46802.

H:\INTERNAL\RW\1929\E020M1929.doc

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.

Brian J. Welles
Brian J. Welles

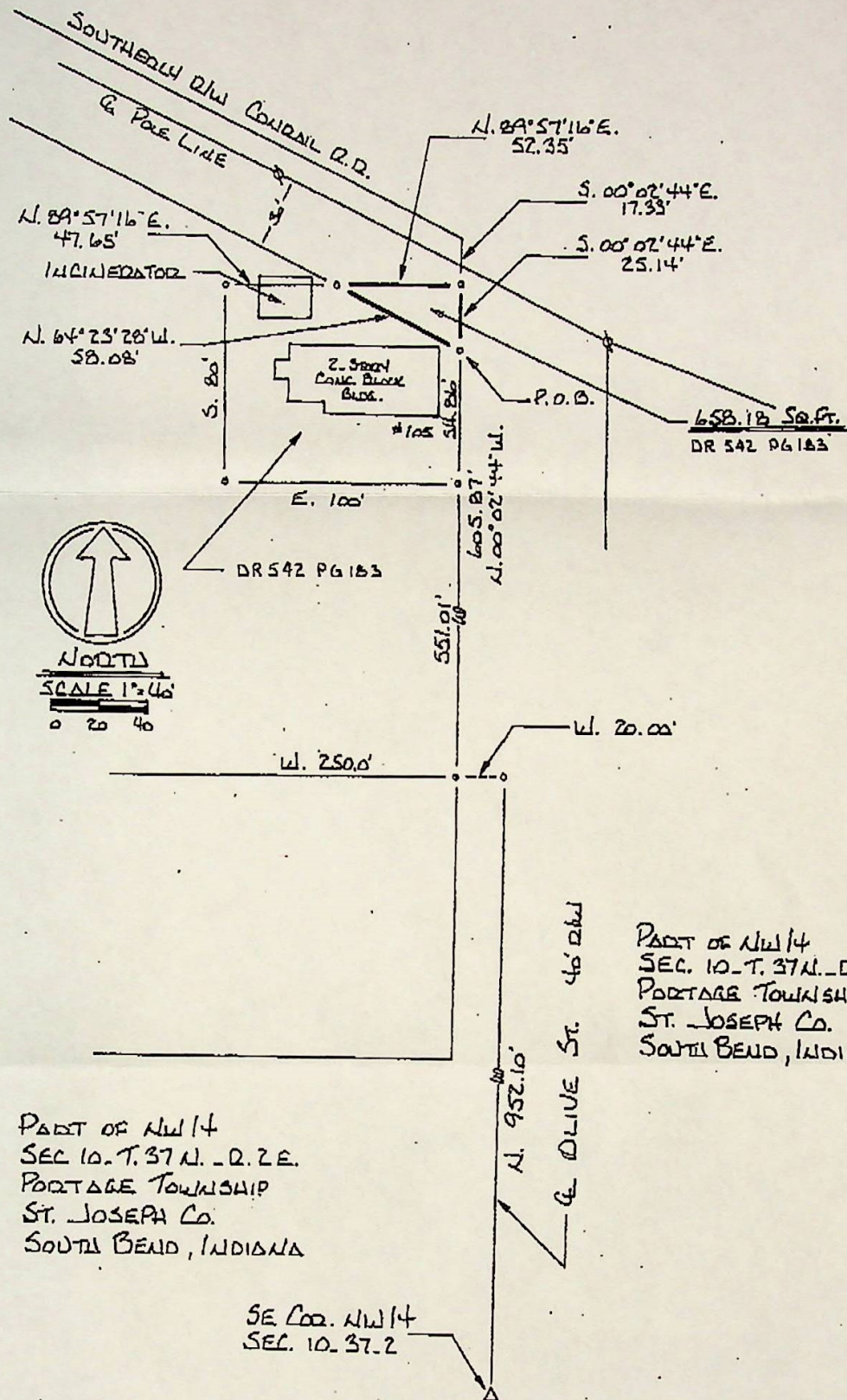
Easement No. 20
Map No. 1929
Line No. 95-140
Studebaker-West Side 138 kV Line
The Municipal City of South Bend

EXHIBIT "A"

LEGAL DESCRIPTION: A easement over the tract described in deed record 542, page 183, being a part of the Northwest Quarter of Section 10, Township 37 North, Range 2 East, City of South Bend, Indiana as recorded in the office of the Recorder of St. Joseph County, Indiana described as follows:

Starting at a point on the West line of Olive Street that is 20 feet west and 952.10 feet north of the southeast corner of the Northwest Quarter of said section 10; thence north 00 degrees 02 minutes 44 seconds west, (Indiana State Plane Coordinates), 605.87 feet along the West right-of-way line of said Olive Street to the place of beginning; thence north 64 degrees 23 minutes 28 seconds west, 58.08 feet to the north line of said deed record 542, page 183; thence north 89 degrees 57 minutes 16 seconds east, 52.35 feet along said north line to the west right-of-way line of said Olive Street; thence south 00 degrees 02 minutes 44 seconds east, 25.14 feet along said west right-of-way line to the place of beginning. Containing 658.18 square feet more or less.

This description was prepared on April 4, 2008, by Stoddy Associates, Professional Land Surveyors, 121 E. Market St., Bluffton, Indiana at the request of, Indiana Michigan Power Company.



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

April 14, 2008

Mr. Brian Welles
Indiana Michigan Power Company
110 East Wayne Street
Fort wane, Indiana 46802

RE: Deed of Easement – Olive Street

Dear Mr. Welles:

The Board of Public Works, at its meeting held on April 14, 2008, approved the above referenced Deed of Easement.

Please record the Deed of Easement and return a copy to me as soon as possible.

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

Sincerely,

Linda M. Martin, Clerk

Enclosure

c: Tom Bodnar, Legal

DEED OF EASEMENT

Easement No. 020 Map No: 1929
WO No: 4081499301

THIS EASEMENT is granted this 14 day of APRIL, 2008, by the City of South Bend, Indiana, a corporation organized and existing under the laws of the State of Indiana, whose address is 227 W. Jefferson Blvd, South Bend, IN hereinafter called "Grantor" (whether one or more persons) to Indiana Michigan Power Company, an Indiana corporation whose business address is One Riverside Plaza, Columbus, Ohio 43215 (hereinafter called the "Grantee").

WITNESSETH:

That in consideration of One Dollar, and other valuable consideration, the receipt of which is hereby acknowledged, and covenants hereinafter set forth, Grantor hereby grants, conveys, and warrants to the Grantee, a permanent right of way and easement for an electric transmission, distribution, and communication line or lines of overhead and underground facilities, including the right to permit attachments of other to said facilities, in, on, over, along, under, through and across the following described lands of the Grantor, situated in the State of Indiana, County of St. Joseph, and Potage Township, Section 10, Township 37 North, Range 2 East. Grantor claims title by Deed Record 542 at Page 183 recorded in the office of the Recorder of St. Joseph County, Indiana.

Key Number: 018-4096-3578

The easement is described as follows:

More fully described in Exhibit "A" attached hereto and made a part hereof.

TOGETHER WITH THE FOLLOWING RIGHTS: **FACILITIES:** The right of the Grantee to construct, reconstruct, operate, maintain, inspect, protect, repair, replace, renew, relocate along the centerline and remove poles with cross arms, guys, anchors, grounding systems, and all other appurtenant equipment and fixtures, and string wires and cables, adding thereto from time to time, on and across said lands. **TREES AND OBSTRUCTIONS IN**

EASEMENT: The right to cut down, trim and otherwise control, and at the Grantee's option, remove from said easement any and all trees, overhanging branches, brush, buildings, structures, or other obstructions, together with the right to cut down, trim, and otherwise control, and, at the Grantee's option to remove from the lands of the Grantor adjoining said easement any and all other trees which in the opinion of the Grantee may endanger the safety of, or interfere with the construction, operation or maintenance of said facilities. **INGRESS AND EGRESS:** Giving the Grantee the right of ingress and egress in and over existing or future roads and lanes and other reasonable routes on said lands, and any of the adjoining lands of the Grantors, for the purpose of exercising and enjoying the rights granted.

It is understood and agreed between the parties hereto that:

1. The Grantor reserves the right to cultivate, pasture or otherwise use said lands in any way not inconsistent with the rights herein granted. However, no building, structure, advertising device, swimming pool or deep well shall be erected or placed by the Grantor within the easement herein granted.
2. The Grantee agrees to repair or pay the Grantor for damage to stock, growing crops, fences, gates, field tile, drainage ways, drives, lawns, or structures caused by the Grantee in the exercise of the rights herein granted. Grantee agrees to pay the standing timber value, based on Board Measure, at the market price in the vicinity, for any trees cut outside the easement, which are marketable as timber.
3. This instrument contains all agreements expressed or implied between the parties herein and shall inure to the benefit of and be binding upon their respective heirs, executors, administrators, lessees, tenants, successors, and assigns.

City of South Bend, Indiana

By: _____
(Sign Name)

(Print Name)

Its: _____

(Print Title)

APPROVED
Board of Public Works

APR 14 2008
Harry A. Gabel
Donna E. Gabel
Carole B. Hattler

State of Indiana, County of St. Joseph, ss:

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by: _____ of the City of South Bend, Indiana an Indiana Corporation, as _____, who signed the foregoing instrument as _____ free act and deed both on behalf of _____ and the corporation.

NOTARY PUBLIC

(Sign Name)

(Print Name)

My commission expires _____, 20__. I am a resident of _____ County.

This instrument was prepared by Brian J. Welles for Indiana Michigan Power Company, 110 East Wayne, Fort Wayne, Indiana 46802.

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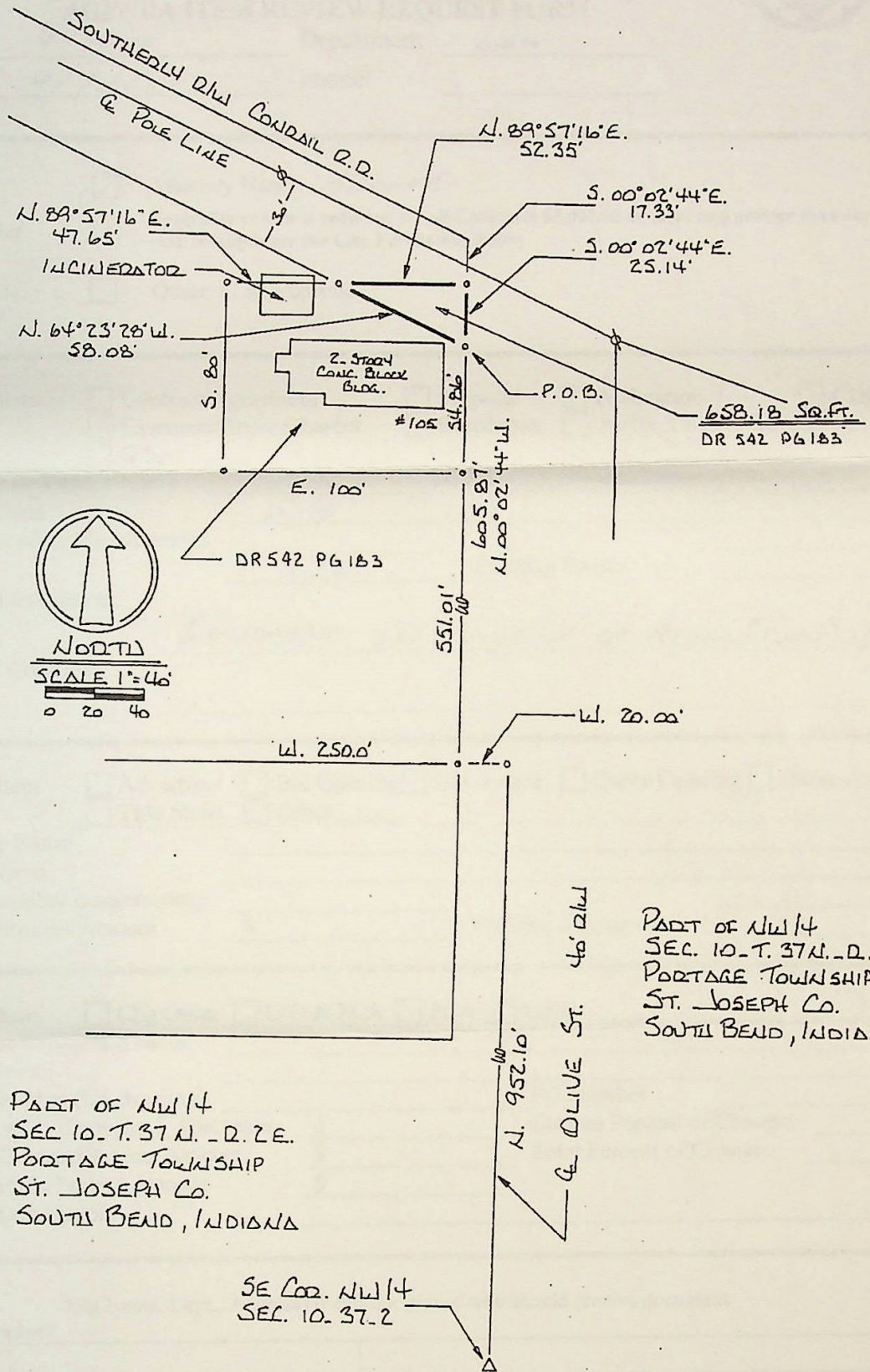
Easement No. 20
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OFFICE OF THE CONTROLLER AND
BOARD OF PUBLIC WORKS
AGENDA ITEM REVIEW REQUEST FORM

Date 4/9/08 Department Law
BPW Date 4/14/08 Phone _____
Name _____

Required
Prior to
Submittal to
Board

Legal



Attorney Name: BOONAR

Controller



Controller review is required for all Contracts \$5,000.00 or more and greater than one year in length per the City Purchasing Policy

Other
Appropriate
Reviewers



Other, as appropriate:

Contracts, Agreements,
Proposals
And Miscellaneous Items

Type of Item



Contract/Agreement



Proposal



Addendum



Claim



Easement/Encroachment



Resolution



Traffic Control Device



Other: _____

Company or Vendor Name

INDIANA MICHIGAN POWER

Project Name

N/A

Project Number (Engineering)

Amount

\$

N/A

Funding Source

Purpose/Description:

EASEMENT ON OLIVE ST at Animal Control

Terms of Contract:

Projects

Type of Item



Advertise



Bid Opening



Bid Award



Quote Opening



Quote Award



Title Sheet



Other: _____

Company Name

Project Name

Project Number (Engineering)

Contract/Project Amount

\$

Funding Source

Change Orders

Type of Item



Chg Order



C/O & PCA



PCA



Other: _____

Contractor/Consultant Name

Project Name

Project Number (Engineering)

Amount of ☐ Increase ☐ Decrease

\$

PO Number

Current Percent of Change: _____ %

Original Contract/Project Amount

\$

Total Percent of Change: _____ %

New Contract/Project Amount

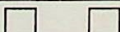
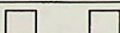
\$

Purpose/Description:

List Name, Dept., Address (if appropriate) of who should receive document

Dispersal
After
Approval

Copy Original



State of Indiana, County of St. Joseph, ss:

The foregoing instrument was acknowledged before me this 14th day of April, 2008 by: Gary A. Gilot, Donald E. Inks, + Carl E. L. Fret of the City of South Bend, Indiana an Indiana Corporation, as the Board of Public Works who signed the foregoing instrument as their free act and deed both on behalf of them and the corporation.

NOTARY PUBLIC

Jennifer L. Cork

(Sign Name)

Jennifer L. Cork

(Print Name)

My commission expires 7/8/11, 20 . I am a resident of St. Joseph County.

This instrument was prepared by Brian J. Welles for Indiana Michigan Power Company, 110 East Wayne, Fort Wayne, Indiana 46802.

H:\INTERNAL\RW\1929\E020M1929.doc

5/2 : MAIL
AEPTransfer 2162
Taxing Unit SB
Date 5/2-08

0815794

RECORDED AS PRESENTED ON

05/12/2008 11:34:49AM

TERRI J. RETHLAKE
ST. JOSEPH COUNTY
RECORDERREC FEE: \$21.00
PAGES: 5

DEED OF EASEMENT

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DULY ENTERED FOR TAXATION
PETER H. MULLEN
ST. JOSEPH CO. INDIANA

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City of South Bend, Indiana

By: _____
(Sign Name)

(Print Name)

Its: _____

(Print Title)

APPROVED
Board of Public Works

APR 14 2008
George A. Stroh
Donald E. Smith
Ken B. Mitchell

State of Indiana, County of St. Joseph, ss:

The foregoing instrument was acknowledged before me this 14th day of April, 2008 by: Gary A. G. by Don E. Smith, Carl D. Smith the City of South Bend, Indiana an Indiana Corporation, as the Board of Public Works who signed the foregoing instrument as their free act and deed both on behalf of them and the corporation.

NOTARY PUBLIC

Janis K. Koh

(Sign Name)

Jennifer L. Corke

(Print Name)

My commission expires 7/8/11, 20 . I am a resident of St. Joseph County.

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H:\INTERNAL\RW\1929\E020M1929.doc

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Brian J. Welles
Brian J. Welles

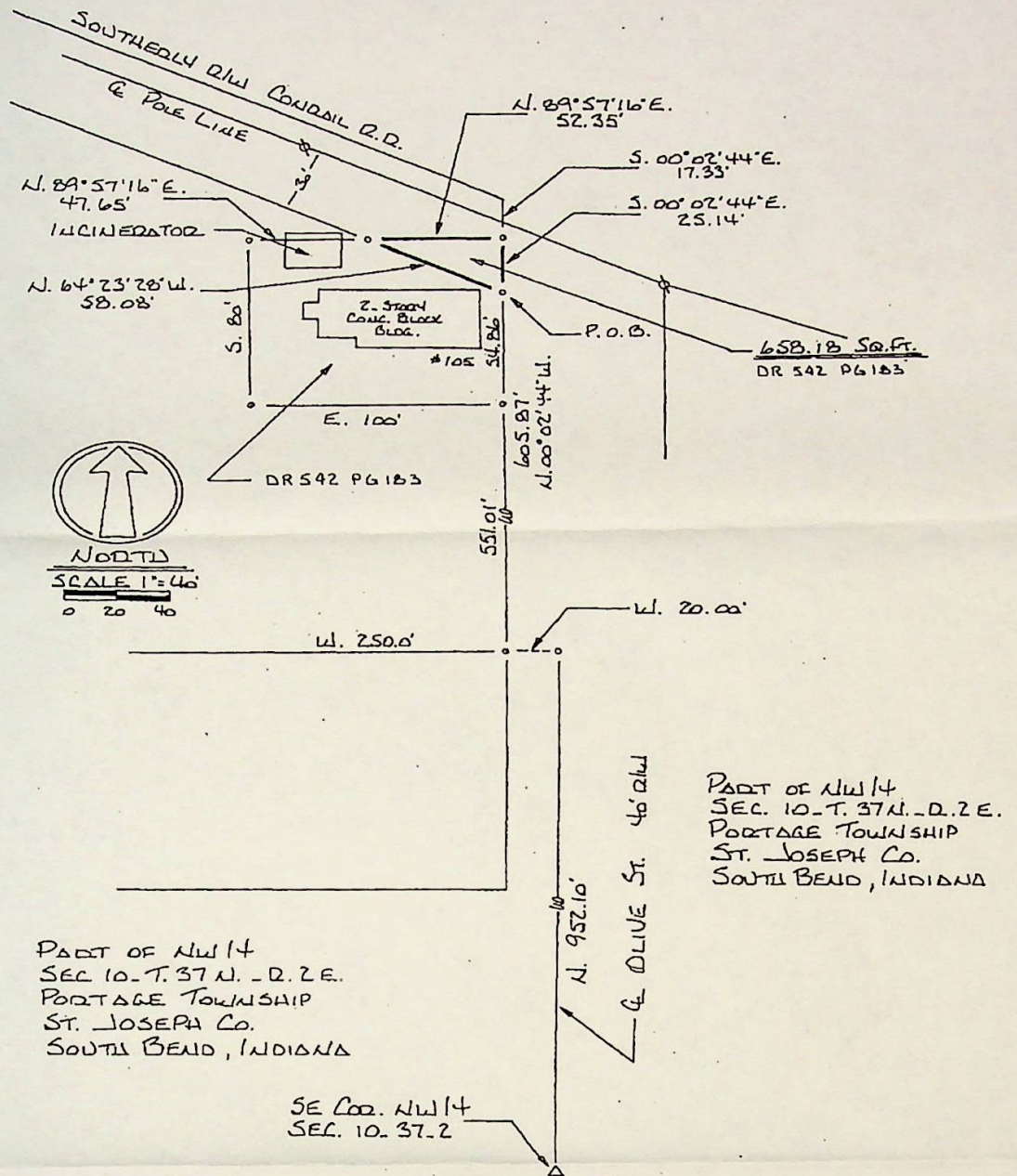
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INDIANA MICHIGAN POWER

SHEET 2 of 2

FILE # 214-20