

ONE OF FIVE PARTS

AGREEMENT OF EASEMENT

THIS AGREEMENT made and entered into this 3rd day of October, 1974, by and between NEW LONDON LAKE CONDOMINIUM ASSOCIATION, hereinafter referred to as First Party, and the Municipal City of South Bend, Indiana, hereinafter referred to as Second Party.

W I T N E S S E T H T H A T :

FOR AND IN CONSIDERATION OF One Dollar (\$1.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, including but not limited to the acceptance hereof by the City of South Bend, Indiana, and of the mutual conditions and promises hereinafter stated, First Party does hereby grant to Second Party to have and to hold a Ten (10) Feet easement located Five (5) feet on each side of the as-built water mains as shown on the attached plan dated August 26, 1974, with the right, privilege and authority of the Second Party, its assigns, lessees and contractors to operate and maintain a water main and other necessary appurtenances thereto, on said property being situated in St. Joseph County, Indiana, and being described in the annexed Exhibit "C".

First Party does hereby covenant that it is lawfully seized and possessed of the real estate described.

SECOND PARTY AGREES:

A. To maintain the water mains and necessary appurtenances in a workmanlike manner so as not to interfere with the use to the First Party of buildings and properties not herein described.

B. To indemnify and hold harmless First Party of any cost, damages, suits, claims and judgments of any and all kind and nature by reason of any action taken, thing done or work performed by Second Party, its assigns, lessees, and contractors in the maintenance of said water main and other necessary appurtenances as herein described.

C. To grade the easement, removing all excess dirt and generally doing all things required to place the property in relatively the same condition as it was prior to excavation with the exception that Second Party shall have the right to remove brush and undergrowth that would interfere with the operation, and maintenance of said water main.

First Party reserves the right to construct buildings and structures across the easement herein granted, provided however, that there shall not be a weight bearing wall within the easement which would exert pressure or weight on the water main so that any damage or interference could be caused with said water main or other necessary appurtenances. Any plans calling for the construction of buildings or structures which would cross the easement shall be submitted to the City Engineer of Second Party for approval of that portion of the buildings and structures that cross the easement before construction be undertaken.

IN WITNESS WHEREOF, NEW LONDON LAKE CONDOMINIUM ASSOCIATION by the duly authorized Board of Managers and members of the Board of Public Works have hereunto set their hands and seals the day, month and year first above written.