

Sewer easement along
river behind Granada
Theatre

Cf. p. 99 Sidwell

#260

30

19487

RECEIVED FOR RECORD

This 17 day of Feb 1948
at 9:30 o'clock a M., and recorded
in _____ record No. 343
on page No. 415-416

Wm. J. Walsh

Recorder of St. Joseph County, Indiana

INDEXED

CHECKED

150

E A S E M E N T

In consideration of one (\$1.00) dollar and other valuable considerations, receipt of which is hereby acknowledged, the undersigned grants to the City of South Bend, Indiana, or its successors, the right to lay, maintain, operate, alter, repair and remove a sewer, together with all manholes, structures, pumping stations and appurtenances connected therewith, through and over and under the following described real estate, to-wit:

Beginning at a point on the Northerly boundary of Lot 76 in the Original Plat of South Bend, which is a distance of 195.4 ft. East of the East Property Line of Michigan St.; thence Southeasterly to a point on the extension of the Southerly boundary of the North 75 ft. of Lot 76 in the Original Plat of South Bend, which is a distance of 216.9 ft. East of the East Property Line of Michigan St.; thence Easterly along said Southerly boundary a distance of 8.0 ft.; thence Northwesterly to a point on the Northerly boundary of the above described parcel which is a distance of 203.4 ft. East of the East Property Line of Michigan St.; thence Westerly along said Northerly boundary a distance of 8.0 ft. to the place of beginning.

The undersigned further grants to the City of South Bend, Indiana, the right to enter upon said premises at any time with all necessary men and equipment for the purpose of laying, maintaining, operating, repairing, reconstructing or removing said sewer or any structures, manholes or appurtenances connected therewith.

It is provided, however, that any damage done by the City of South Bend in connection with the exercise of any of the rights herein granted and upon the real estate described above shall be repaired by the said City without any cost whatsoever to the grantor herein.

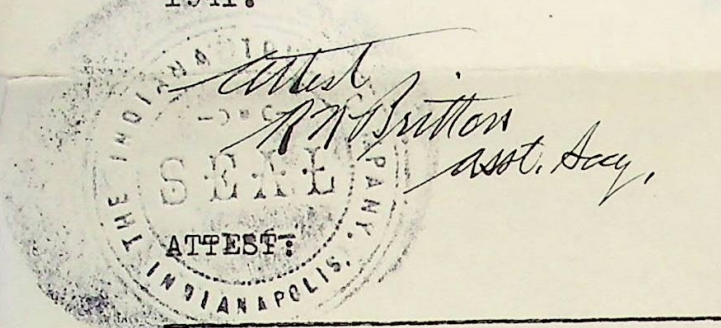
It is further provided that the City of South Bend, Indiana, shall save harmless the grantor herein, his heirs, administrators, successors or assigns from any damage or injury which may result to any third person as a result of the exercise by the said City of any of the rights herein granted.

The word "his" and the word "grantor" as used herein shall include both the singular and the plural, both male and female,

both individual and corporation, as shall appear from the signatures subscribed and the form of any verb shall be changed to conform therewith.

IN WITNESS WHEREOF, the undersigned has subscribed his name and attached his seal hereto on this 8 day of March, 1941.

THE INDIANA TRUST CO., TRUSTEE,
By Morse P. Bowen Vice President



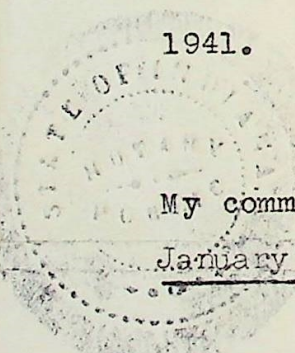
STATE OF INDIANA)
MARION COUNTY) SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Morse P. Bowen and R. N. Britton respectively the Vice President and Assistant Secretary of The Indiana Trust Company, a corporation, and acknowledged that they respectively signed the corporate name and their names and affixed and attested the corporate seal of said corporation to the foregoing easement for and on behalf of said corporation as its voluntary act and deed.

Witness my hand and notarial seal this 8 day of March, 1941.

Justice M. Simms
Notary Public

My commission expires January 26, 1942



930a
RECORDED AT ST. JOSEPH COUNTY
WM. J. WALSH RECORDER
FEB 17 1942