

Sewer easement, River  
bank behind Granada  
Theater property.

p. 99 Sidwell

368

City Hall 206

21022

RECEIVED FOR RECORD

This 17<sup>th</sup> day of March 1942  
at 10 o'clock a M. and recorded  
in \_\_\_\_\_ record No. 344  
on page No. 446 - 448

Wm. J. Walsh

Recorder of St. Joseph County, Indiana

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INDEXED

CHECKED

21022

This Indenture Made and entered into this 3 day of ~~February~~ <sup>March</sup>, 1942,

by and between the Aetna Life Insurance Company, a corporation of the State of Connecticut, hereinafter referred to as Company, and the City of South Bend, Indiana, a Municipality, hereinafter referred to as City,

WITNESSETH:- That,

WHEREAS, the Company is the owner in fee simple of a certain piece of land, to-wit:

Lots 17, 18 and 19 in the South Bend, Manufacturing Company's Addition, City of South Bend, Indiana, and;

WHEREAS, the City is constructing certain sewers and sewer lines for the benefit of the aforesaid piece of land and of the community in general,

NOW, THEREFORE, the parties hereto, in consideration of the sum of One (\$1.00) Dollar, paid by the City to the Company and other good and valuable considerations, hereby agree as follows:

1. The company grants to the City or its successors, the right to lay, maintain, operate, alter, remove and repair a sewer, together with all manholes, structures, pumping stations and appurtenances connected therewith, through and over and under the following described portion of the aforesaid real estate, to-wit:

A strip of land 8.0 ft. wide along a center line; beginning at a point on the north Property Line of Colfax Ave. a distance of 347.1 ft. East from the East Property Line of Michigan St.; thence Northwesterly a distance of 183.2 ft. to a point which is 146.5 ft. North of the North Property Line of Colfax Ave. and 237.2 ft. East of the East Property Line of Michigan St.; thence Northwesterly along a line determined by a deflection angle of 21° 3' to the right to a point 75.0 ft. South of the North Line of Lot No. 76 in the Original Plat of South Bend and 220.9 ft. East of the East Line of Michigan St.

This grant is upon the understanding and agreement that the Company by reason of its aforesaid ownership or otherwise shall not be assessed or charged for any part of the cost of such work or improvement.

2. The Company further grants to the said City 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.

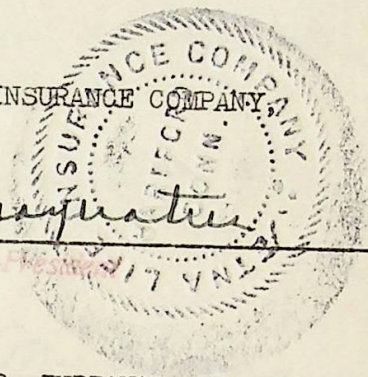
3. The City covenants that it will repair any damage done by it or any of its agents or employees in connection with the exercise of any of

the rights herein granted by said company upon the real estate described above without any cost whatsoever to the company.

4. The City further covenants that it will save the Company, its successors or assigns, harmless 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 its rights herein granted by the said Company.

IN WITNESS WHEREOF, the parties hereto have executed this indenture by causing the signatures of their proper officials to be subscribed hereto and their official seals impressed hereto the day and date first above written.

AETNA LIFE INSURANCE COMPANY



by

*[Handwritten signature]*

Attest:

*[Handwritten signature]*  
Ass't Secretary

CITY OF SOUTH BEND, INDIANA,

by

*[Handwritten signature]*  
Its Mayor



Attest:  
*[Handwritten signature]*  
Its City Clerk

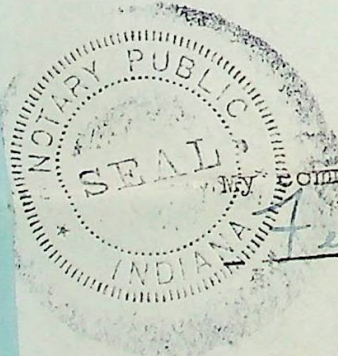
STATE OF INDIANA )  
ST. JOSEPH COUNTY ) SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jesse I. Pavey and Marie H. Nelson respectively the Mayor and City Clerk of South Bend, Indiana, a municipal 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 3 day of

March, 1942.

Clara M. Bogard  
Notary Public.



My commission expires:  
Feb. 17, 1943

STATE OF CONNECTICUT )  
COUNTY OF Hartford ) SS:

Then and there personally appeared Murray Waters  
and A. J. Moody, respectively the Vice-President  
and Ass'l-Secretary, of said Aetra Life Insurance Company, the signers and sealers of the foregoing instrument, and acknowledged the same to be their free act and deed and the free act and deed of the