

#425

Water main, license  
running across Grand  
Trunk & Western R.R.  
property at 30<sup>th</sup> Street  
crossing.

GRAND TRUNK WESTERN RAILROAD COMPANY  
LAND AND TAX DEPARTMENT

J. S. LILLIE  
PROPERTY AND TAX COMMISSIONER

OUR FILE NO. L-186-51

400 EAST JEFFERSON AVENUE

DETROIT, MICH. July 9, 1932

City of South Bend,  
South Bend, Indiana.

Gentlemen:

Please find attached hereto for your files, original  
third carbon copy of license dated April 1, 1930 in favor of  
the City of South Bend, covering water main installed under our  
tracks in 30th Street.

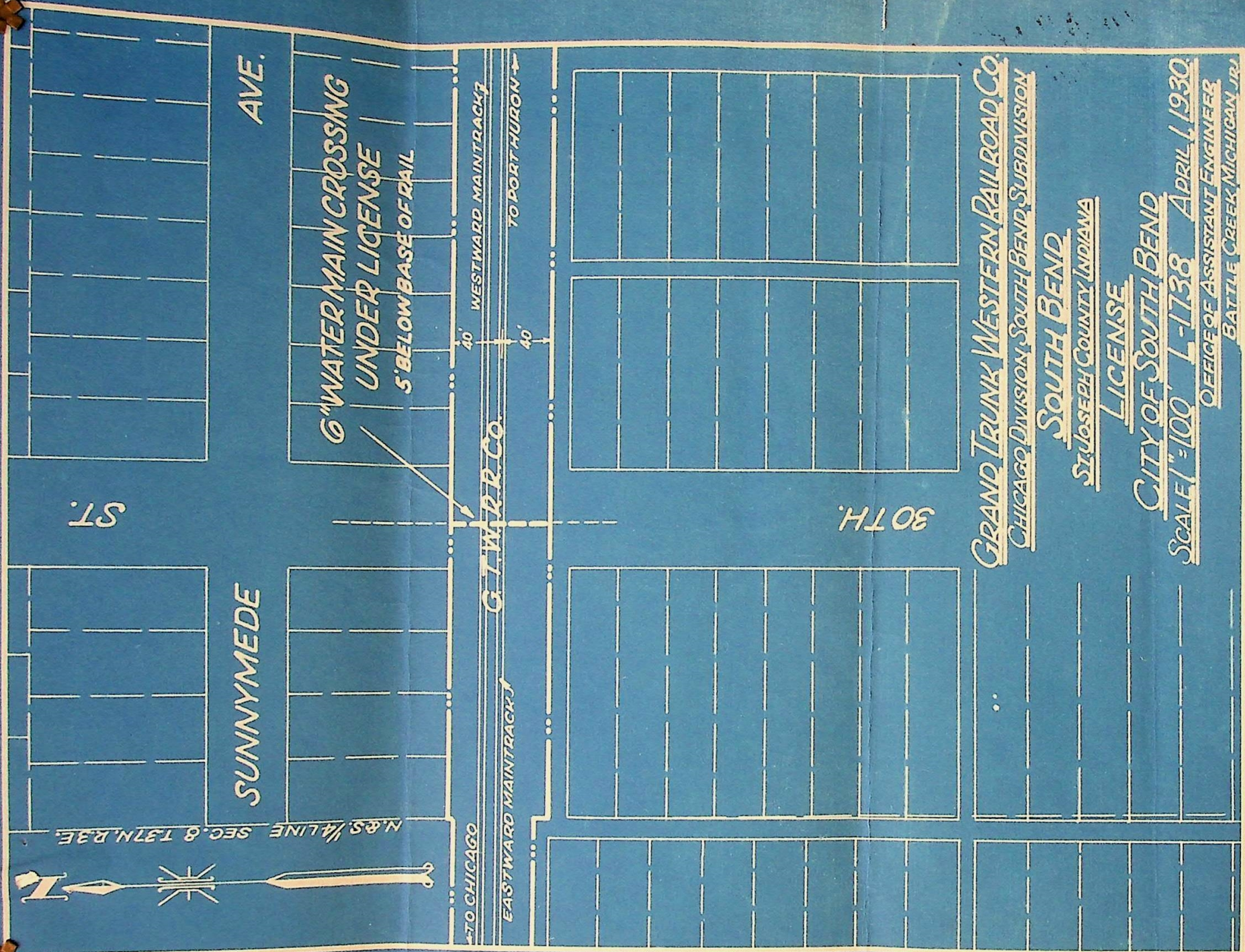
Kindly acknowledge receipt of this document.

Yours very truly,

B.

*J. S. Lillie*  
Property and Tax Commissioner.





GRAND TRUNK WESTERN RAILROAD CO.  
 CHICAGO DIVISION SOUTH BEND SUBDIVISION  
SOUTH BEND  
 ST. JOSEPH COUNTY INDIANA  
LICENSE  
 CITY OF SOUTH BEND  
 SCALE 1" = 100' L-1738 APRIL 1, 1930.

BOUNDARIES OF GRAND TRUNK LAND.. CORRECT  
 6" WATER MAIN CROSSING UNDER LICENSE

THIS IS THE PLAN REFERRED TO IN THE  
 LICENSE .. HEREUNTO ANNEXED

DATED 1st DAY OF April, 1930

CITY OF SOUTH BEND-  
 BY- Geo. A. Schlock  
 Its: Ches. Board of Public Works

WITNESS xx  
 xx

OFFICE OF ASSISTANT ENGINEER  
 BATTLE CREEK MICHIGAN, IRI  
 W. Raywood  
 ASSISTANT ENGINEER



MEMORANDUM OF LICENSE AND AGREEMENT, effective the 1st day of April 1930

by and between GRAND TRUNK WESTERN RAILROAD COMPANY  
hereinafter called the "Licensor," of the first part, and CITY OF SOUTH BEND, South Bend,  
Indiana,  
hereinafter called the "Licensee," of the second part.

WHEREAS, the Licensee desires permission to install, maintain and use a six inch water  
main

upon, along and (or) across and underneath the surface of the premises and right of way of the Licensor  
at South Bend County of St. Joseph  
State of Indiana at the location hereinafter described, and

WHEREAS, The Licensor is willing to grant the Licensee such permission upon the terms and conditions hereinafter contained,

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

1. The Licensor will permit the Licensee, upon the terms and conditions hereinafter set forth, and not otherwise, to install, maintain and use the facilities aforesaid at the point, County and State aforesaid, and in the location indicated..... on the attached blue print which is hereby made a part hereof.

2. Said facilities shall be installed, maintained, renewed, repaired and removed by the Licensee at its sole cost and expense, and shall be installed at a depth of not less than five feet below the base of the rails of the Licensor's tracks, and shall be provided with such appliances for safety as are usual and proper in such cases.

3. All work herein contemplated to be done by the Licensee shall be done, and the said facilities shall be maintained in a perfect condition of repair, to the entire satisfaction of the Chief Engineer of the Licensor, and when any work hereunder is completed, the Licensor's property and right of way will be left in a neat, smooth and level condition.

4. If at any time the Licensor shall change the present grade of its track or tracks over said facilities hereby licensed, or make any other changes or additions to its tracks or facilities at said point, which it hereby reserves the right to do, the Licensee, at its own expense, agrees to lower said facilities so that said facilities shall always be maintained not less than the required depth below the base of the rails of said tracks, or to remove the same, or to perform any other work made necessary by reason of such changes or additions and so that said facilities will not interfere with the full use by the Licensor of its property and right of way at said point.

5. No work of installing, maintaining, repairing or removing said facilities shall be done until the Licensor shall have had sufficient prior notice of at least forty-eight (48) hours to send its inspector to the place where said work is to be performed, under whose inspection all such work shall be done at any and all times when deemed necessary by the Licensor, provided, however, that in case of emergency arising out of breaks in said facilities any necessary repairs may be made without the necessity of the notice above provided for but on the express understanding that immediate notice of such emergency shall be given to the Licensor and that all such repairs so made shall be subject to the approval and acceptance of the Superintendent of the Licensor in charge of that territory, and on the further understanding that the lines of railroad of the Licensor at all times shall be kept open for traffic, and the Licensee will pay to the Licensor the entire cost and expense incurred by the Licensor in caring for, protecting and supporting its track or tracks during the performance of any work herein contemplated, and all other expenses necessarily incurred by the Licensor on account of the installation, maintenance, renewal, repair, or use of said facilities, or the removal of the same from the right of way and premises of the Licensor.

6. It is agreed that if the Licensee has the work herein provided for performed by a contractor, that the dealings of the contractor with the Licensor shall be handled through the Licensee and not directly with the Licensor and that any contract made with a contractor relative to said work shall be subject to all the terms of this license and agreement.

7. The Licensee assumes and will bear and pay all loss, injury or damage to person or property of the Licensor, employees of the Licensor, Licensee, employees of the Licensee, or third parties, which may result from, grow out of, or be attributable to any cause whatsoever in connection with the permit herein given, or arising from breaks in said facilities as a result of either the weight of or vibration or derailment of passing trains, cars or engines on the track or tracks of the Licensor, or otherwise, or arising from installing, maintaining, repairing, renewing or removing said facilities, or from a failure to maintain, repair and renew the same, and the Licensee hereby undertakes and agrees to indemnify and save the Licensor harmless of and from all responsibility and liability so assumed by it, the Licensee, and from all costs and expense arising from, growing out of, or in any manner attributed thereto, whether caused by the negligence of the Licensor, its agents, employees, or otherwise. The Licensee undertakes and agrees that in case claim is made or suit is instituted against the Licensor for such loss, injury or damage, the Licensee will, upon notice from the Licensor, settle, adjust or defend the same at its sole cost and expense and without expense to the Licensor, and will pay any judgment rendered therein together with costs of court.



8. This license is given for the period of one year thereafter from year to year, but at all times the same may be revoked by the Licensor, or cancelled by the Licensee, upon  sixty  days' previous written notice of such intention, any notice to be given to the Licensor hereunder to be addressed only to its Property and Tax Commissioner at Detroit, Michigan, who, it is understood, constitute its agent for such purpose.

9. On the cancellation or revocation hereof, the Licensee, at its own expense, agrees to remove the said facilities and its other material from the land of the Licensor, leaving the Licensor's premises in a neat, clean and level condition. If the Licensee shall fail so to do within twenty (20) days after the cancellation or revocation hereof, then the Licensor may do the work specified and the expense thereof will be repaid to the Licensor by the Licensee within thirty (30) days after bill for same is rendered.

10. For the privileges herein contained, the Licensee agrees to pay the Licensor, in advance, for the first year of the continuation of this license, the sum of  TEN (10.00) DOLLARS  and thereafter, annually, in advance, the sum of  ONE (1.00) DOLLAR  per annum.

11. This license and agreement shall inure to the benefit of, and be binding upon the successors, heirs and assigns of the parties hereto.

IN WITNESS WHEREOF. The parties hereto have executed the within license, effective as of the day and year first above writtn.

Signed, sealed and delivered in the presence of:

*[Signature]*  
Witness

*[Signature]*  
BY

GRAND TRUNK WESTERN RAILROAD COMPANY  
BY *[Signature]*  
Its **General Manager**

DATE  June 24, 1931   
BY *[Signature]*  
WITNESSES

W. E. S. O.

BY *[Signature]*  
Its **General Manager**

*[Signature]*  
Its **General Manager**

*[Signature]*  
BY

*[Signature]*  
Witness

# LICENSE

FROM *[Signature]*  
TO *[Signature]*

FOR

AT

Date.....  
Expires.....  
Rental.....

# 425