

Water Main, under
Grand Trunk Western
R.R. crossing at Thirty-
second Street.

MEMORANDUM OF LICENSE AND AGREEMENT, effective the 2nd day of August, 1926, by and between the GRAND TRUNK WESTERN RAILWAY COMPANY, hereinafter called the "Railway Company", of the first part, and the CITY OF SOUTH BEND, Indiana, hereinafter called the "City", of the second part.

WHEREAS, the City desires to install a six inch (6") cast iron water main upon, across and underneath the surface of the property of the Railway Company at 32nd Street, South Bend, St. Joseph County, Indiana, in the location indicated by broken white lines on the attached blue print, which is hereby made a part hereof, and

WHEREAS, the Railway Company is willing to grant the City the foregoing privileges upon certain terms and conditions hereinafter set forth,

NOW, THEREFORE, THIS AGREEMENT WITNESSETH;

1. It is understood and agreed that the entire work of installation shall be carried on by the City at the expense of the City. All expense of future maintenance, repairs, renewal or removal of said water main is to be borne by the City. Said water main is to be installed at least five feet below the base of the rails of the Railway Company's tracks.
2. All work of installation, maintenance, repair, renewal or removal of said water main is to be subject to the approval of the Chief Engineer of the Railway Company.
3. No work of installing, maintaining, repairing or removing said water main shall be done until the Railway Company shall have had sufficient notice of at least forty-eight (48) hours to send its inspector to the place where said water main is located and under whose inspection all work shall be done at any and all times; provided, however, that in case of an emergency any necessary repairs may be made without the necessity of the notice above provided for, but on the express understanding that all such repairs so made shall be subject to the approval and acceptance of the Superintendent of the Railway Company in charge of that territory, and on the further understanding that the lines of railroad of the Railway Company at all times shall be kept open for traffic. Also the City will reimburse the Railway Company in the amount of the actual wages and expenses of such inspector and pay the expenses which the Railway Company may incur by reason of protecting its tracks while any work is in progress, plus 10% to be added to any bills to be rendered against the City for any work done in protecting the tracks and for wages of the inspector, to cover superintendence.
4. ~~It is agreed that if the City has the work herein provided~~ for performed by a contractor, that the dealings of the Contractor with the Railway Company shall be handled through the City and not directly with the Railway Company and that any contract made with a contractor relative to said work shall be subject to all the terms of this license and agreement.
5. The City assumes all risks of breaks in the water main hereby licensed, caused by either the weight of, or vibration or derailment of passing trains, cars or engines on the track or tracks of the Railway Company, and hereby holds the Railway Company harmless of any and all results thereof.

6. The City agrees that the work shall be carried on with as little damage to the Railway Company's property as is possible and that when the work is completed, the Railway Company's property and right of way will be left in a neat, smooth and level condition.

7. The City agrees to make necessary changes in, or to relocate said water main at its own expense within ninety (90) days after written notice from the Railway Company in the event that said water main will interfere with the use of the property of the Railway Company or any future development of the Railway Company at said point.

8. For the privileges herein granted, the City agrees to pay the Railway Company, in advance, an initial charge of One Dollar (\$1.00).

IN WITNESS WHEREOF, the parties hereto have executed this license and agreement effective as of the day and year first above written.

Signed, sealed and delivered in the presence of:

GRAND TRUNK WESTERN RAILWAY COMPANY

[Signature]

By *[Signature]*
Its General Manager

XI *[Signature]*

CITY OF SOUTH BEND

XI *[Signature]*

APPROVED
NOV 10 1926
BY BOARD OF PUBLIC WORKS
By *[Signature]* Pres.
[Signature] Vice Pres.
[Signature]

APPROVED
[Signature]
PROPERTY AND TAX DEPARTMENT

CORRECT AS TO FORM:
.....
L.S.

ST.

Curb Line

To Chicago

To Port Huron

G.T.W.R.Y.

6" CAST IRON WATER MAIN
5' BELOW BASE OF RAIL

31 ST

32 RD

33 RD



GRAND TRUNK RAILWAY SYSTEM
WESTERN LINES
CHICAGO DIVISION-SO. BEND SUBDIVISION
SOUTH BEND
ST. JOSEPH COUNTY INDIANA
LICENSE
CITY OF SOUTH BEND
SCALE 1"=100' L-1272 AUG. 2, 1926

OFFICE OF ASSISTANT ENGINEER
BATTLE CREEK MICHIGAN

W.H.C.

BOUNDARIES OF GRAND TRUNK LAND ————
WATER MAIN CROSSING LICENSED - - - - -

CORRECT: -

W. Heywood

THIS IS THE PLAN REFERRED TO IN THE
..... LICENSE HEREBY ANNEXED
DATED...second...DAY OF...August, 1926

CITY OF SOUTH BEND

By

W. H. Smith
W. H. Smith
W. H. Smith

Board
of Public
Works

WITNESS XX

XX *J. M. Branda*