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2017 005366

STATE OF INDIANA
LAKE COUNTY
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2017 JAN 24 AM 11:37

MICHAEL B. BROWN
RECORDER

ENCROACHMENT AGREEMENT

WJK-132

STATE OF INDIANA

COUNTY OF LAKE

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KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, WOLVERINE PIPE LINE COMPANY, a Delaware corporation, hereinafter called "Wolverine," is the present owner of the pipeline right of way and easement for easements, hereinafter referred to as "The Easement", covering lands in Lake County, Indiana, pursuant to the following instrument:

Grant of Pipe Line Easement granted by The Calumet National Bank of Hammond, as Trustee under Trust No. P-1633 which was recorded January 29, 1971 as Document No. 87675, to Wolverine Pipe Line Company, its successors and assigns, dated April 9, 1975, which instrument was filed for record on April 11, 1975 in the Recorder's Office of Lake County as Document No. 295352, reference to which is here made for all purposes as if the same were copied herein, and

WHEREAS, The Faith Reformed Church, Inc., a non-profit corporation of Indiana, hereinafter referred to as the "LANDOWNER", whether one or more, represents and warrants that they are the present landowners of a parcel of land, PIN Number 45-10-24-301-001.000-034, in Lake County, Indiana, with the address of 100 East 81st Street, Dyer, Indiana 46311, Key # 14-302-122, hereinafter referred to as "Landowner's Land" which is encumbered by The Easement, and being more particularly described in Exhibit A, which is attached hereto and made a part hereof; and

WHEREAS, landowner intends to place a sign ("Landowner's Facilities") within a portion of The Easement on Landowner's Land, as shown on the drawing(s) attached hereto as Exhibit "B"; and

WHEREAS, Landowner has requested this Encroachment Agreement to cover the existence of Landowner's Facilities within The Easement; and

WHEREAS, Wolverine is prepared to agree to such encroachment by Landowner's Facilities subject to the terms hereinafter specified and Landowner is agreeable to establish said encroachment on The Easement by Landowner's Facilities on such terms.

NOW, THEREFORE, for and in consideration of the premises and of the covenants and conditions herein contained, the parties hereto do hereby agree as follows:

1. Subject to the reservations and conditions set forth below, Wolverine will not object to the existence of and will permit Landowner to construct Landowner's Facilities at the locations within The Easement shown on Exhibit "B".
2. Landowner acknowledges and agrees that Wolverine has and shall continue to enjoy all the rights and privileges contained in The Easement including, without limitation, the right to use Landowner's Land for the

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M-C
CASH

020625

JOHN E. PETALAS
LAKE COUNTY AUDITOR

construction, repair, maintenance, operation, replacement, inspection and removal of the pipeline. In so doing, Landowner acknowledges and agrees that Wolverine may, at any time and from time to time, enter upon Landowner's Land with equipment, machinery and labor for purposes of exercising its rights under The Easement, all of which may result in damage to or destruction of, in whole or in part, Landowner's Facilities. **LANDOWNER HEREBY ACKNOWLEDGES AND AGREES THAT IT ASSUMES ALL LIABILITY FOR AND RELEASES WOLVERINE FROM ANY LOSS, COST, CLAIM, DAMAGE, LIABILITY FOR PERSONAL INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE ("CLAIMS") THAT MAY RESULT FROM ANY SUCH ACTIVITIES OF WOLVERINE EVEN IF ATTRIBUTABLE TO THE ACTIVE OR PASSIVE NEGLIGENCE OF WOLVERINE.**

3. Landowner shall not excavate on The Easement for any reason or purpose except as needed to permit the construction, repair, maintenance or replacement of Landowner's Facilities but subject to the other provisions of this Agreement. Notwithstanding the foregoing, Landowner shall not alter, enlarge, change or add to Landowner's Facilities except as permitted by the express prior written approval of Wolverine, which approval may be arbitrarily withheld.
4. Landowner shall give Wolverine, except in the case of an emergency, at least seventy-two (72) hours' prior notice of any construction, repair, maintenance or replacement of Landowner's Facilities, specifying the nature and extent of any such activity. In the event of an emergency, Landowner shall notify Wolverine as soon as practically possible. Landowner shall, in carrying out any such activities, comply with Wolverine's requirements in the performance of any such activity as may exist from time to time. Attached, as Exhibit "C", is a copy of the requirements as they exist on the date of this Agreement. Landowner shall be responsible for obtaining the most current version of such requirements prior to commencing any such activity. Wolverine reserves the right to have a representative present during any such activity. The requirements of Wolverine and the presence or lack of presence of a representative of Wolverine shall not relieve the Landowner of its obligations under this Agreement. Any waiver of any of the requirements by Wolverine for any one activity shall not constitute a waiver of Wolverine's right to require compliance with such provision for any other future activity.
5. Landowner shall at all times maintain Landowner's Facilities in good condition and in a manner that will not unreasonably interfere with the operation of or endanger Wolverine's pipelines and Wolverine's exercise of its rights and privileges under The Easement.
6. Wolverine may terminate this Agreement at any time upon giving Landowner at least ninety (90) days' prior written notice. In such event, Landowner, at its sole cost and expense, shall promptly remove the Landowner's Facilities and restore The Easement to the same condition as practicable as it was immediately prior to the installation of Landowner's Facilities. Any and all such removal activity shall be done in conformity with the requirements of Article 4. Should Landowner fail to remove Landowner's Facilities or fail to do so to the satisfaction of Wolverine as herein provided, Wolverine may cause such Landowner's Facilities to be removed or perform such ancillary activity thereto at Landowner's expense. Landowner shall be liable for and shall promptly pay Wolverine all of its costs (including attorney's fees and internal administrative and overhead costs) incurred by Wolverine to effect any such removal and restoration.
7. Should Landowner be in breach of its obligations under this Agreement, then Wolverine shall give Landowner written notice specifying the nature of the breach and a time period, as Wolverine in its discretion determines after taking into consideration the nature of the breach, to remedy said breach. Should Landowner fail to remedy the breach within the specified time period, Wolverine may terminate this Agreement by giving written notice to Landowner specifying the date of termination. For the purpose of this provision, the ninety (90) days' written notification under Article 6 shall not apply. In the event that the breach is not remedied, then, in addition to whatever rights Wolverine may have in law or in equity, Wolverine shall have the rights and Landowner shall have the obligations to remove Landowner's Facilities and restore The Easement as specified in Article 6.
8. **INDEMNITY: LANDOWNER HEREBY AGREES TO BE LIABLE FOR AND SHALL INDEMNIFY AND SAVE WOLVERINE, ITS SHAREHOLDERS, AFFILIATES AND THEIR**

RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND REPRESENTATIVES ("WOLVERINE PARTIES") COMPLETELY HARMLESS FROM AND AGAINST EACH AND EVERY LOSS, COST, DAMAGE, DEMAND, CLAIM AND CAUSE OF ACTION FOR PROPERTY DAMAGE OR LOSS OR PERSONAL INJURY, INCLUDING DEATH, OF ANY PERSON (INCLUDING WITHOUT LIMITATION ANY EMPLOYEE OF LANDOWNER OR ANY WOLVERINE PARTY) OR ANY OTHER LIABILITY (ALL OF THE FOREGOING BEING REFERENCED AS "CLAIMS") WHICH MAY IN ANY WAY RESULT FROM, RELATE TO, GROW OUT OF OR ARISE IN CONNECTION WITH THE CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT, USE, ENJOYMENT AND PRESENCE OF LANDOWNER'S FACILITIES ON THE EASEMENT FROM ANY CAUSE WHATSOEVER INCLUDING CLAIMS ATTRIBUTABLE TO THE ACTIVE OR PASSIVE NEGLIGENCE OF ANY OF THE WOLVERINE PARTIES. LANDOWNER HEREBY FURTHER RELEASES THE WOLVERINE PARTIES FROM ANY AND ALL SUCH CLAIMS.

9. Any notice required pursuant to this Agreement shall be in writing and shall be deemed to be properly given if addressed to the appropriate party at the addresses below and (a) delivered in person, (b) sent by facsimile with confirmation, (c) deposited in the United States Mail certified mail with appropriate first class postage prepaid, or (d) delivered by private prepaid courier:

In the case of WOLVERINE:
Wolverine Pipe Line Company
8075 Creekside Drive, Suite 200
Portage, MI 49024-6303

In the case of LANDOWNER:
Faith Reformed Church, Inc.
100 East 81st Street
Dyer, Indiana 46311

Attention: Right of Way Agent

Attn: BRYAN FORD

Phone: (269) 323-2491 x124

Phone: 219-864-0300

Facsimile: (269) 323-9359

Facsimile: 219-864-5060

This agreement shall run with the land, and all of its terms and provisions shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors, legal representatives, and assigns until released of record by Wolverine Pipe Line Company or its successors or assigns. By the acceptance of legal title to Landowner's Land, a party agrees to be bound by the affirmative covenants set forth herein.

EXECUTED IN DUPLICATE ORIGINALS this the 4th day of JANUARY, ~~2016~~ 2017

FAITH REFORMED CHURCH, INC.

WOLVERINE PIPE LINE COMPANY

By: [Signature]

By: [Signature]

Printed Name: BRYAN FORD

Printed Name: Marius A. Greene

Title: FACILITIES DIRECTOR

Title: Vice President & Manager

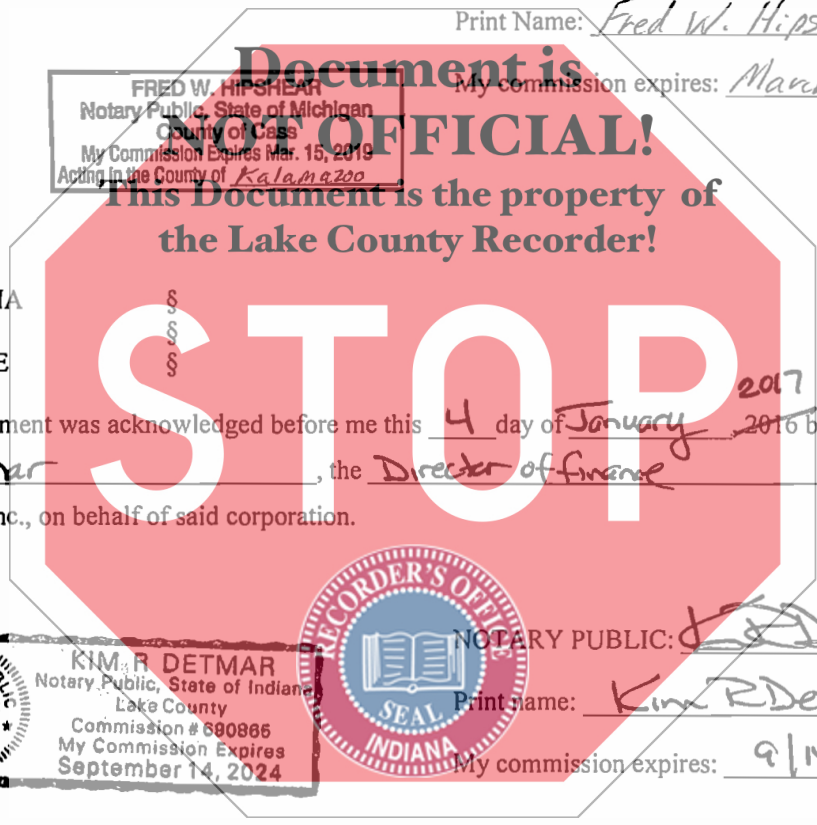
STATE OF MICHIGAN
COUNTY OF KALAMAZOO

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This instrument was acknowledged before me on this 17th day of January, ²⁰¹⁷ 2016, by
Marius A. Greene, Vice President & Manager of Wolverine Pipe Line Company, a Delaware corporation,
on behalf of said corporation.

NOTARY PUBLIC: Fred W. Hipshear
Print Name: Fred W. Hipshear
My commission expires: March 15, 2019

FRED W. HIPSHEAR
Notary Public, State of Michigan
County of Cass
My Commission Expires Mar. 15, 2019
Acting in the County of Kalamazoo



STATE OF INDIANA
COUNTY OF LAKE

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The foregoing instrument was acknowledged before me this 4 day of January, ²⁰¹⁷ 2016 by
Kim R Detmar, the Director of finance of the Faith
Reformed Church, Inc., on behalf of said corporation.



KIM R DETMAR
Notary Public, State of Indiana
Lake County
Commission # 690866
My Commission Expires
September 14, 2024



NOTARY PUBLIC: Kim R Detmar
Print name: Kim R Detmar
My commission expires: 9/14/2024

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Louis Kraus.

Prepared by: Louis Kraus

After recording return to:
Wolverine Pipe Line Company
8075 Creekside Drive, Suite 210
Portage, MI 49024
Attention: Louis Kraus

Mail Tax Bills to:
1151 E. 170th Street
South Holland, IL 60473

Exhibit A

2002 098775

2007 OCT 31 9:05

CORPORATE WARRANTY DEED

FAITH REFORMED CHURCH OF SOUTH HOLLAND, a religious non-profit corporation of Illinois, Hereinafter referred to as "Grantor", a Corporation organized and existing under the laws of the State of Illinois, CONVEYS AND WARRANTS to FAITH REFORMED CHURCH, INC., a non-profit corporation of Indiana, a Corporation organized and existing under the laws of the State of Indiana, and in consideration of Ten Dollars and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate located in Lake County, Indiana, to-wit:

Lot 1 and Outlot A in Faith Reformed Church, an addition to the Town of Dyer, as per plat thereof, recorded in Plat Book 92, page 1, in the Office of the Recorder of Lake County, Indiana.

Commonly known as: the southeast corner of 81st Street on the Indiana state line in Dyer, Lake County, Indiana, 46311 (100 East 81st Street, Dyer, IN 46311)

Key # 14-302-1a2

Each of the undersigned representatives of Grantor certify that they are duly elected officers of Grantor, that they have all necessary corporate authority to execute and deliver this Deed, that Grantor is a Corporation in good standing under the laws of Illinois and that all necessary corporate action has been taken to make this conveyance effective.

Grantor certifies that no gross income tax is due by virtue of this transfer.

IN WITNESS WHEREOF Grantor has caused this deed to be executed this 29th day of October in the year 2002.

FAITH REFORMED CHURCH OF SOUTH HOLLAND

By Robert W. Bower
Robert W. Bower, President
(PRINTED NAME AND OFFICE)



By Michael D. Vanderzee
Michael D. Vanderzee, Clerk
(PRINTED NAME AND OFFICE)

DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR RECORD

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

OCT 31 2002

Before me, a Notary Public, in and for said County and State, personally appeared Robert W. Bower and Michael D. Vanderzee the President and Clerk, respectively of Faith Reformed Church of South Holland, who acknowledged execution of the foregoing Deed for and on behalf of said Grantor, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 29TH day of OCTOBER, in the year 2002

My Commission Expires: 10/29/2008

Signature Gloria Miller

Resident of LAKE County

Printed GLORIA MILLER

This instrument prepared by Jeffrey D. Best, Attorney at Law, Attorney No.18538-45.



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H.A.
A.L.

625027110
L.H. 6/27/02

EXHIBIT "B"

FAITH CHURCH

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STOP



SIGN

E. STEGER RD.

LONGWOOD COUNTRY CLUB

WPL JO-KA 13"

STATE LINE (E. 81ST AVE.)

40'
EASEMENT

15'

25'

15'

40'
EASEMENT

15'

25'



SCALE: 1" = 50'

Exhibit C

WOLVERINE PIPE LINE COMPANY EXCAVATION / CONSTRUCTION RESTRICTIONS

Wolverine Pipe Line Company (WPLCo) requires the following restrictions and procedures to be applied to all work being performed within WPLCo's easement, unless exceptions are specifically agreed to in writing by a WPLCo Field Supervisor.

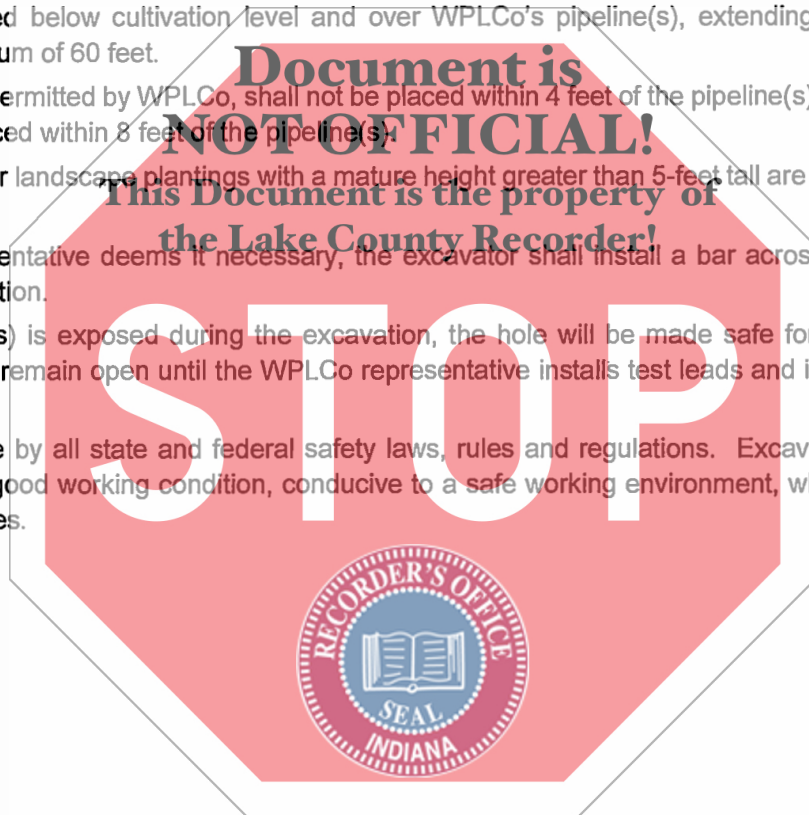
The excavator is responsible for all damages arising or resulting from excavator's activities within WPLCo's easement or in the vicinity of WPLCo's pipelines or other facilities. Any damage to WPLCo facilities must be immediately reported to the on-site WPLCo representative, or by calling the WPLCo emergency number:

888-337-5004

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1. Excavator shall contact the appropriate State One-Call system (available by dialing "811") as required by law before commencing work.
 2. No excavation work may commence on WPLCo easement or property until a WPLCo representative has authorized it to begin. Notice of desired work start date should be given at least 48 hours in advance. A WPLCo representative will be on-site during excavation unless that representative has decided that his or her presence is not necessary and has communicated that to the excavator.
 3. Construction of any roads, highways, or streets in the Easement Area or blasting within 500 feet of the pipelines will require an approved excavation/blasting plan.
 4. No perpendicular digging will occur to initially expose the pipeline(s) unless there are no other options.
 5. Mechanical excavation will cease once the earth has been removed to within two (2) feet of WPLCo's pipeline. Shovels will be used to manually clean the area above and below the line. After the line has been initially located, the line shall be kept visible to the equipment operator during the excavation process. Mechanical digging will not be allowed closer than one (1) foot from the side and bottom of the pipeline after the line has been exposed per the above procedure.
 6. No excavations shall be made on land adjacent to the pipeline(s) which will in any way impair or withdraw the lateral support and cause any subsidence or damage to the pipeline(s). Sheet piling may be required.
 7. All construction must be done in accordance with the applicable laws and regulations including OSHA requirements for excavation and trenching.
 8. Excavator should mark the area of proposed excavation in white (paint, stakes, etc.)
 9. New pipelines or utilities should cross under WPLCo's pipeline(s) with at least 24 inches of clearance. Any change in the surface grade or elevation over or along the pipeline(s) and right-of-way must be approved in advance.
 10. At least 36-inches of compacted cover is required for all parking or driving areas within the easement. Concrete paving and curbing must be constructed in break-out sections per WPLCo typical drawings.
 11. A WPLCo Encroachment Agreement must be in place before any street, road, driveway, walkway or other encroachment is installed within or across the WPLCo easement area.
 12. Pipeline/utility crossings should be as close to 90 degrees to WPLCo's pipeline as possible, but in any event at an angle not less than 60° and not more than 120° (not lengthways and atop) of the pipeline(s).
 13. All non-steel underground crossings shall be encased across the width of WPLCo's easement.

Exhibit C (continued)

14. Fiber-optic cable and long distance carrier underground crossings should be cased across the width of WPLCo's easement or a minimum of 60 feet.
15. All backfill on WPLCo's easement shall be mechanically compacted to the top of the pipeline(s) after removal of water and trash. Also see 10 above for parking or driving areas within the easement.
16. Temporary construction roads may be required to protect WPLCo's pipeline(s). WPLCo must approve above ground crossings on the easement for excavation or heavy equipment.
17. Permanent aboveground markers identifying an underground crossing pipeline or utility shall be installed and maintained at the limits of WPLCo's easement and/or the crossing.
18. If it is impractical to install and maintain aboveground markers due to the crossing location, plastic marker tape shall be installed below cultivation level and over WPLCo's pipeline(s), extending the width of the easement or a minimum of 60 feet.
19. Fence posts, where permitted by WPLCo, shall not be placed within 4 feet of the pipeline(s). Utility poles and guys shall not be placed within 8 feet of the pipeline(s).
20. No structures, trees or landscape plantings with a mature height greater than 5-feet tall are allowed within the easement.
21. If the WPLCo representative deems it necessary, the excavator shall install a bar across the teeth of the bucket during excavation.
22. If WPLCo's pipeline(s) is exposed during the excavation, the hole will be made safe for entry per OSHA regulations and shall remain open until the WPLCo representative installs test leads and inspects WPLCo's exposed pipe.
23. Excavator shall abide by all state and federal safety laws, rules and regulations. Excavator shall operate equipment that is in good working condition, conducive to a safe working environment, while working on or near WPLCo's facilities.



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