

2017 050286

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MICHAEL B. BROWN
RECORDER

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ATTACHMENT A
(OF MASTER AGREEMENT APPENDIX D)

EASEMENT STANDARD FORM

UTILITY EASEMENT

FILED

AUG 11 2017

JOHN E. PETALAS
LAKE COUNTY AUDITOR

THIS INDENTURE, made this 7th day of JUNE, 2017, by and between
Agape Tabernacle, Inc., (hereinafter "Grantor") and AMERICAN WATER COMPANY, INC., a
corporation organized and existing under the laws of the State of Indiana, having an office for the transaction of
business at 555 East County Line Road, Suite 201, Greenwood, IN 46142 (hereinafter "Grantee").

031357



The Grantor, in consideration of the covenants and agreements hereinafter recited and the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, give, grant and convey unto the Grantee, its successors and assigns, forever, an easement in, under, across and over the real estate of the Grantor, situated in Lake County, Indiana, more particularly described on Exhibit A and as shown on the sketch, Exhibit B, both attached hereto and made a part hereof, for the purpose of installing, laying, operating, maintaining, inspecting, removing, repairing, replacing, re-laying and adding to from time to time water pipe or pipes, together with all necessary fittings, valves, hydrants, meters, appurtenances and attached facilities, including service lines of its customers, service pipes and laterals and connections for the transmission and distribution of water.

Together with the right to the Grantee, its successors and assigns, to use reasonable additional space adjacent to the above described easement as may be required during the periods of construction and maintenance to (i) enter in and upon the real estate described above with men and machinery, vehicles and material at any and all times for the purpose of installing, maintaining, repairing, renewing or adding to the aforesaid water pipe lines and attached facilities, (ii) remove trees, bushes, undergrowth and other obstructions interfering with the activities authorized herein, and (iii) for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted.

\$25.00

✓ #17587 JAB

The right of the Grantor to freely use and enjoy its interest in the real estate is reserved to Grantor, its successors and assigns insofar as the exercise thereof does not endanger or interfere with the construction, operation, and maintenance of Grantee's water pipe lines and attached facilities, except that no building, structure or similar improvements shall be erected within said easement, nor shall the grade or ground cover over Grantee's facilities be substantially altered, without the consent of the Grantee. Notwithstanding the foregoing, no other pipes or conduits shall be placed within ten (10) feet, measured horizontally, from the said water pipes except pipes crossing same at right angles, in which latter case, a minimum distance of two (2) feet shall be maintained between the pipes. All sewer pipe shall be laid below the water pipes. No excavation or blasting shall be carried on which in any way endangers or might endanger the water pipe lines and attached facilities.

TO HAVE AND TO HOLD the above granted easement unto the same Grantee, its successors and assigns forever.

The Grantee agrees, by the acceptance of this easement that, upon any opening made in connection with any of the purposes of this easement, said opening shall be backfilled and resurfaced to as nearly as possible the same condition as existed when said opening was made, provided that Grantee shall not be obligated to restore landscaping, other than reseeding any grass which was removed upon entry, all such work to be done at the expense of the Grantee.

Grantor warrants and will defend title to said easement during its existence with Grantee, its successors and assigns, for the use and benefit against all parties whomsoever. Grantor acquired title to said real estate on which the easement is located by deed recorded as Instrument No. 92017593 in the Office of the Recorder of Deeds for Lake County, Indiana.

IN WITNESS WHEREOF, the Grantor has duly executed this INDENTURE, all as of the day and year first above written.

(Corporation)

Agape Tabernacle, Inc.
(Name of Corporation)

x *Morris Stokes, Jr.*
(Signature)

Morris Stokes, Jr. / PASTOR
(Printed Name and Title)

NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

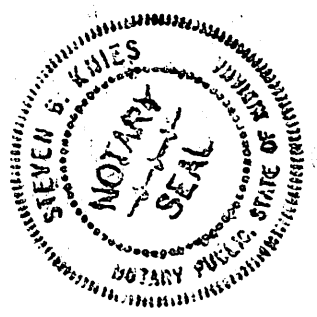
"I AFFIRM, UNDER THE PENALTIES FOR PERJURY THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW."
PREPARED BY: *Michelle Goodrich*

STATE OF INDIANA
COUNTY OF LAKE

On this 7 day of June, 2017, before me, a Notary Public in and for said County and State, personally appeared Morris Stokes, Jr. to me known, who, being by me duly sworn did say that he is PASTOR/PRESIDENT of Agape Tabernacle, Inc., a NON-PROFIT corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said They acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My commission expires MARCH 12, 2021



St. B. Kries
Notary Public

This Document was prepared by the Legal Department of Indiana-American Water Company, Inc., 555 E. County Line Road, Greenwood, IN 46143. Cristy Wheeler, Vice President Legal and Corporate Secretary for Indiana-American Water Company, Inc. hereby acknowledges that reasonable care has been taken to redact any Social Security Numbers from this document. When recorded please return to Jacquelyne M. Byland at Indiana-American Water Company, Inc, 555 E. County Line Road, Greenwood, IN 46143.

EXHIBIT "A"

Parcel 7 Easement For Water Line
Key # 45-08-34-276-009.000-004

The South 50.00 feet of the West one-third of the East three-eighths of the Southeast quarter of the Northeast Quarter and the West half of the East one-fourth of the Southeast quarter of the Northeast quarter of Section 34, Township 36 North, Range 8 West of the 2nd P.M., in the City of Gary, Lake County, Indiana, and containing in all 16,500 square feet, more or less.

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the Lake County Recorder!**

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This description was prepared for Indiana American Water, by DLZ Indiana, LLC and certified by Steven A. Jones,

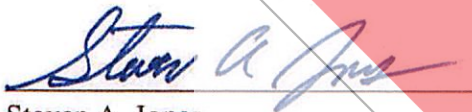

Steven A. Jones

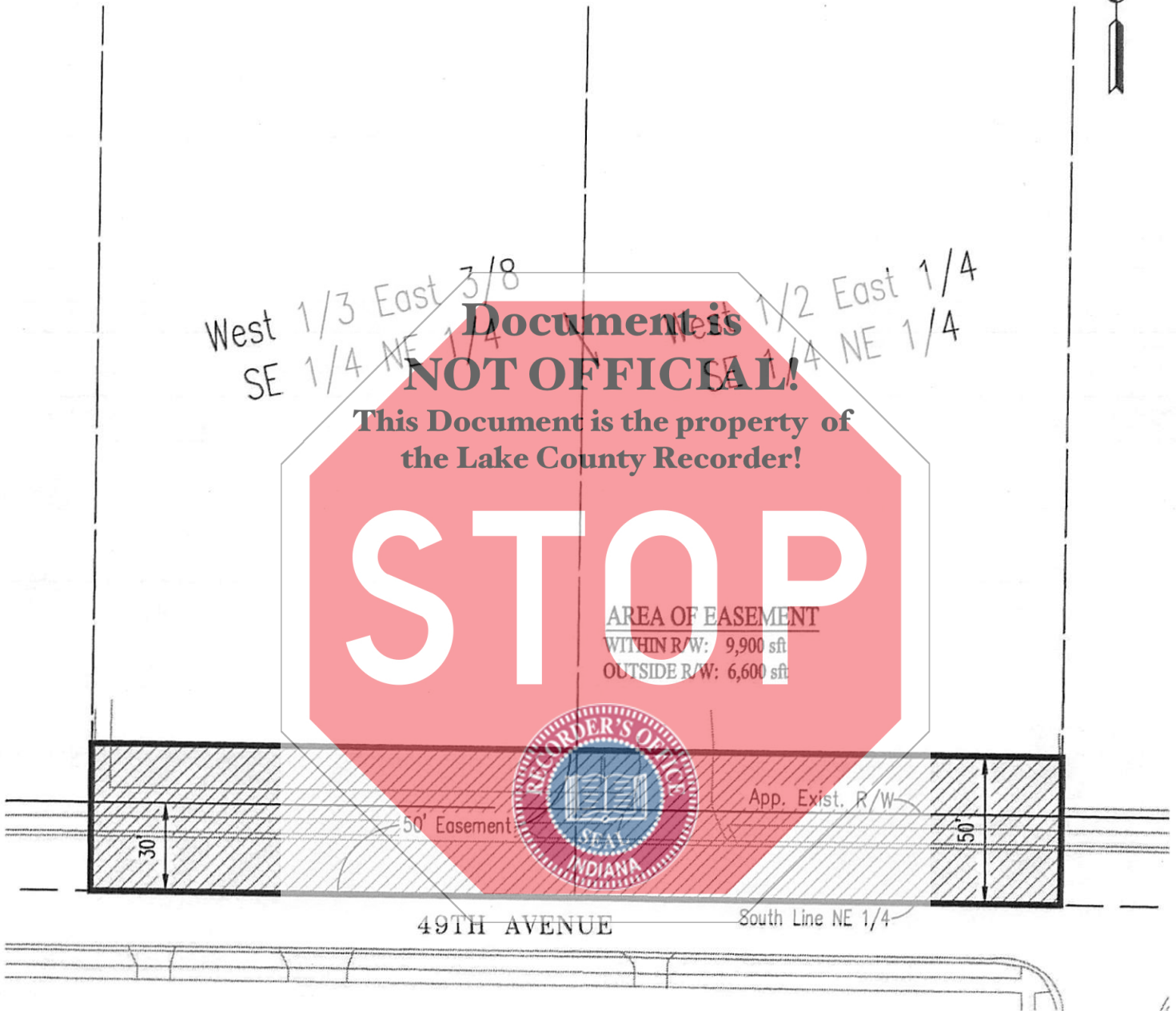


EXHIBIT "B"
EASEMENT EXHIBIT



Prepared for Indiana American Water
 By DLZ Indiana, LLC (Job No. 1764-1309-70)

SHEET 1 OF 1

0 25' 50'
 SCALE: 1" = 50'



This drawing is not intended to be represented as a retracement or original boundary survey, route survey, or surveyor location report.

<p>PARCEL: 7 PROJECT: 1764-1309-90 ROAD: 49TH AVENUE COUNTY: LAKE SECTION: 34 TOWNSHIP: 36N RANGE: 8W</p>	<p>OWNER: AGAPE TABERNACLE, INC. INSTRUMENT NO. 92017593 DATED: 3-17-1992</p> <p>ENCUMBERS KEY NO.: 45-08-34-276-009.000-004</p> <p> Hatched Area Is The Approximate Easement Dimensions shown are from the above listed record documents.</p>	<p>DRAWN BY: S.M. HARTMAN, 4-6-2017 CHECKED BY: S.A. JONES, 4-6-2017</p> <p> 2211 EAST JEFFERSON BOULEVARD SOUTH BEND, INDIANA 46615 574-236-4400</p>
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