

FILED

DEC 22 1997

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

**SAM ORLICH
AUDITOR LAKE COUNTY**

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UTILITY EASEMENT

MORRIS W. CARTER

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are here by acknowledged, Resurrection Evangelical Lutheran Church, Inc., ("Grantor") hereby grants unto NORTHWEST INDIANA WATER COMPANY, an Indiana corporation, and its successors and assigns ("Grantee"), (i) the perpetual and exclusive easement and right at all times, and from time to time, to lay, construct, erect, inspect, remove, install, maintain, operate, replace, repair and renew water main(s) including, but not limited to, a line or lines of pipe, together with all necessary and convenient service pipes, lines, connections, valves, hydrants, meters and appurtenances (collectively the "Facilities") and to operate by means thereof, a system for the transportation, distribution and delivery of water to the public in, under along and across the strip of real estate in Lake County, Indiana, more particularly described on Exhibit A attached hereto and incorporated herein; and (ii) a non-exclusive, temporary construction easement in and to the real estate also more particularly described on Exhibit A for any and all activities necessary, incidental or related to the construction of the Facilities (collectively, the "Easement Area"). The temporary construction easement will expire on the earlier of: (a) one year after the completion date of the Facilities; or (b) December 31, 1999.

Grantor reserves the right to use the Easement Area for any use which is consistent with this grant. However, no buildings, improvements or structures shall be erected or placed on, in or under the Easement Area nor shall any earth be removed from or added to the Easement Area which would result in less than five (5) feet or more than six (6) feet of earth over the Facilities without Grantee's written consent.

The Grantee shall indemnify and hold the Grantor harmless from and against any and all damages, injuries, losses, claims, demands or costs proximately caused by the negligent or reckless act or omission of the Grantee in the construction, erection installation, maintenance, operation, replacement, repair, renewal or removal of the Facilities located in the Easement Area.

Full right and authority is hereby granted unto the Grantee, its successors and assigns, to assign, convey or set over, to another or others, the easement hereby granted.

Access to the Easement Area over the adjoining lands of the Grantor is hereby granted, where necessary, but where a public street or highway adjoins the Easement Area then access shall be from such street or highway where practicable. Any damage to the crops, fences, or buildings of the Grantor on lands of the Grantor adjoining the Easement Area, caused by the Grantee in the construction, repair, replacement or renewal of the Facilities shall be promptly paid for by the Grantee, provided that a claim for such damages is

214711
TICOR TITLE INSURANCE
Crown Point, Indiana

001246

N W Water Co
6507 Madison St
PO Box M-486
Gary, In 46401-0486

19.00
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filed with Grantee at its offices at 650 Madison Street, Gary, Indiana 46401-0486, within thirty (30) days after such damages occur.

Grantee's rights herein include cutting or trimming trees, bushes, vegetation and saplings growing upon or extending over the Easement Area so far as may be reasonably necessary in the construction, installation, operation, repair, removal, replacement, renewal, inspection and maintenance of the Facilities and removal of any buildings, improvements or structures located on, in or under the Easement Area in violation hereof.

Grantor hereby (i) covenants that Grantor is the owner(s) in fee simple of the Easement Area and are lawfully seized thereof, (ii) covenants that Grantor has the right to grant and convey the easement herein, (iii) guarantees the quiet possession thereof and that the Easement Area is free from all encumbrances, and (iv) covenants that the Grantor will warrant and defend the title to said easement against all lawful claims.

To the best of Grantor's personal knowledge, the Easement Area and adjoining land have never been used to release, discharge, generate or store any toxic, hazardous, corrosive or radioactive substance or material.

Grantor shall comply with applicable codes when making use of the land near the Grantee's Facilities.

This easement shall run with the land, shall inure to the benefit of Grantee and shall be binding upon the heirs, executors, administrators, personal representatives, tenants, successors and assigns of Grantor or Grantee.

This Offer may be executed in counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute one and the same agreement.

IN WITNESS WHEREOF, the Grantor has duly executed this instrument this 10th
day of December 1997.

CROSS-REFERENCE. In accordance with Ind. Code § 32-5-2-2 (a), the easement described herein burdens real estate acquired by the Grantor by deed dated June 9, 1994, and recorded in the Office of the Recorder of Lake County, Indiana, as Document No. 94069881 on October 11, 1994.

[SIGNATURES FOLLOW ON NEXT PAGE]

Resolution Language for Utility Easement

The undersigned *Carsten Falkenberg* and *Paul Medrowski* executing this Utility Easement Agreement on behalf of the Resurrection Evangelical Lutheran Church, Inc., represents that they are duly elected officers of said corporation and have been fully empowered, by proper resolution of the Board of Directors of said corporation, to execute and deliver this Utility Easement Agreement; that CARSTEN FALKENBERG and PAUL MEDROWSKI have full corporate capacity to convey the utility easement described herein; and that all necessary corporate action for the making of such utility easement has been undertaken and approved.

Resurrection Evangelical Lutheran Church
a _____ corporation

Carsten Falkenberg
(Signature)
CARSTEN FALKENBERG
(Printed Name)
CHAIRMAN
(Title)

Roger Modrowski
(Signature)
ROGER MODROWSKI
(Printed Name)
TRUSTEE
(Title)

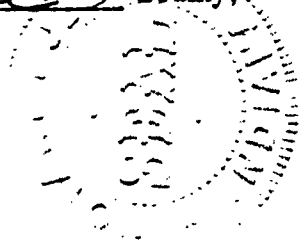
STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared CARSTEN FALKENBERG as CHAIRMAN and ROGER MODROWSKI as TRUSTEE of Resurrection Evangelical Lutheran Church, Inc., who having been duly sworn upon their oath acknowledged the execution of the foregoing Utility Easement for and on behalf of said corporation.

Witness my hand and Notarial Seal this 10th day of December, 1997.

Karyn Dennison
KARYN DENNISON, Notary Public
residing in Lake County,
Indiana

My Commission Expires:
11/11/99



This instrument prepared by: Craig Hendrix, P.E.
with offices at: Northwest Indiana Water Company
650 Madison Street
Gary, Indiana 46401-0486

PERMANENT EASEMENT

A 20 foot wide permanent utility easement being a part of the North One-Half of the Southwest Quarter of Section 21, Township 35 North, Range 7 West of the Second Principal Meridian in Lake County, Indiana and also being part of lands now owned by Resurrection Lutheran Church, Inc. per a Corporate Warranty Deed dated 06/09/1994 and recorded 10/11/1994 as Document Number 94069881 in the Office of the Recorder of Lake County, Indiana; said parcel described as follows:

Commencing at the Northwest corner of the Southwest Quarter of said Section 21; thence South along the West line of said Southwest Quarter 867.07 feet; thence East parallel with the South boundary of U.S. Highway 30, 40 feet to the Southwest corner of said Resurrection Lutheran Church, Inc. lands, said point also being the POINT OF BEGINNING; thence along the Westerly boundary of said Resurrection Lutheran Church, Inc. lands the following two courses: 1) North parallel with the West line of said Southwest Quarter 591.05 feet; 2) East parallel with said South boundary 20.00 feet; thence South parallel with said West line 591.05 feet to the South line of said Resurrection Lutheran Church, Inc. lands; thence West along said South line 20.00 feet to the point of beginning; said parcel containing 0.27 acres, more-or-less, and subject to all existing easements and rights-of-way.

15-4-52 (ACORL)

Dated this 24th day of November, 1997

Prepared by:

PTGR

A Member of Bonar Group

158 S. Napoleon Street, Suite 100

Valparaiso, Indiana 46383-5582

219-462-1158

Resurrection Lutheran Church Elected Leadership

(Term expiration in italics)

Chairman: Carsten Falkenberg (98)

Vice-Chairman: Ron Gochee (97)

Recording Secretary: Deb Modrowski (97)

Treasurer: Deb Whitcomb (97)

Financial Secretary: Thasia Brant (98)

Board of Elders: Tony Lyons (98)

Terry Zillmer (97)

Dave Lasayko (97)

John Kempa (98)

Glenn Kracht (99)

Aaron Simpson (99)

Board of Trustees: Al Polster (97)

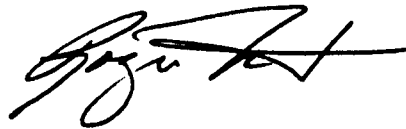
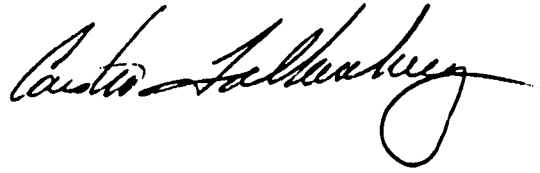
Mike Mayerik (97)

Dick Frank (98)

Randy Polster (98)

Bob Brant (99)

Roger Modrowski (99)



Church Council Appointed Leadership

Sunday School Coordinator

Crystal Kistler 942-4825

Preschool Ministry Committee:

Mary Ann Kempa (chair) 980-1598

Ambassador Builders:

Sue Hak (chair) 462-1542

JANITOR. LINDA 531-1301