

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2005 045969

2005 JUN -6 AM 9:54

MICHAEL A. BROWN
RECORDER

Prepared by:
Brian D. Yeley, Esq.
Hoogendoorn & Talbot
122 South Michigan Avenue, Suite 1220
Chicago, IL 60603

After recording mail to:
Todd M. Van Baren
Hoogendoorn & Talbot
122 South Michigan Avenue, Suite 1220
Chicago, IL 60603

Common Address of Property:
13251 W. 109th Street
Dyer, Indiana 46311

FILED

JUN - 3 2005

STEPHEN R. STIGLICH
LAKE COUNTY AUDITOR

Chicago Title Insurance Company

CM 020053501

**Document is
EASEMENT AGREEMENT
NOT OFFICIAL!**

This EASEMENT AGREEMENT ("Easement") is made and entered into this 6 day of JUNE, 2003, by and between **INDIANA VENTURES LLC**, an Indiana limited liability company of 60 Cobblestone Lane, Crete, Illinois 60417 ("Grantor"), and **CORNERSTONE PROTESTANT REFORMED CHURCH, INCORPORATED**, an Indiana non-profit corporation, of 13251 W. 109th Street, Dyer, Indiana 46311 ("Grantee").

WITNESSETH:

WHEREAS, Grantor owns the real property legally described on Exhibit A attached hereto ("Venture Property");

WHEREAS, Grantee owns the real property legally described on Exhibit B attached hereto ("Cornerstone Property");

WHEREAS, Grantor wishes to grant, and Grantee wishes to accept, an easement over and across a portion of the Venture Property, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00), and of the covenants and conditions hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions hereby are made:

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1. Grant of Easement. Grantor hereby grants to Grantee, its successors, assigns and grantees, an easement for the benefit of the Cornerstone Property for the sole purpose of satisfying the applicable governmental well setback requirements for a well to be used in connection with the church building presently under construction on the Cornerstone Property over, under and across that portion of the Venture Property so described on the diagram prepared by Craig Architects, Inc. which is attached hereto as Exhibit C ("Easement Property"). Grantor hereby covenants and agrees that Grantor, its successors, assigns and grantees shall not use or suffer the Easement Property to be used or improved in any manner which would cause the well servicing the building presently under construction on the Cornerstone Property to be in violation of the applicable government well setback requirements.

2. Obligations of Grantee. Grantee shall not create or cause any lien, charge or encumbrance to attach to or to be filed against the Easement Property, including without limitation mechanics' liens, materialmen's liens or other claims for lien made by parties claiming to have provided labor or materials.

3. Running of Benefits and Burdens. All provisions, rights, duties and obligations of this instrument shall run with the land, and shall be binding upon and shall inure to the benefit of the successors, assigns, contract purchasers, grantees, heirs, legatees and legal representatives of the parties; provided that this Easement Agreement shall terminate in the event that, for any reason, Grantee discontinues the use of a well located on the Cornerstone Property making the existence of this easement no longer necessary or appropriate.

4. Governing Law and Severability. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana. Wherever possible, each provision of this easement shall be interpreted in such manner as to be effective and valid under applicable laws, but if any provision of this Easement Agreement shall be prohibited by or invalid under such laws, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Easement Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first written above.

GRANTOR:

Indiana Ventures LLC

By: [Signature]
Steve A. Van Baren, Member

GRANTEE:

Cornerstone Protestant Reformed Church,
Incorporated

By: [Signature]
Its: Treasurer

STATE OF ILLINOIS)
) SS:
COUNTY OF Will)

I, Lori Van Baren a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Steve A. Van Baren, a Member of Indiana Ventures LLC, an Indiana limited liability company, personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act and the act of said company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 6 day of June, 2003.

Lori Van Baren

Notary Public



My Commission expires:

3-20-07



STATE OF ILLINOIS)
) SS:
COUNTY OF Will)

I, Lori Van Baren, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert Van Baren as the Treasurer of Cornerstone Protestant Reformed Church, Incorporated, personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act and the act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 6 day of June, 2003.

Lori Van Baren

Notary Public

My Commission expires:



3-20-07



EXHIBIT A

Legal Description - Venture Property

Part of the West Half of the Northeast Quarter of Section 7, Township 34 North, Range 9 West of the 2nd Principal Meridian, more particularly described as follows: Commencing at the Northwest Corner of the Northeast Quarter, thence North 90°00'00" East along the North line of the Northeast Quarter of said Section 7 (also known as the Centerline of 109th Avenue), a distance of 262.90 feet to the Point of Beginning; thence continuing North 90°00'00" East along the North line of the Northeast Quarter of said Section 7, a distance of 574.55 feet; thence South 00°24'10" West, parallel to the East line of the West Half of the Northeast Quarter of said Section 7, a distance of 2222.46 feet; thence South 90°00'00" East, parallel to the North line of said Section 7, a distance of 490.01 feet; thence South 00°24'10" West along the East line of the West Half of the Northeast Quarter of said Section 7, a distance of 433.48 feet; thence North 89°46'10" West along the South Line of the West Half of the Northeast Quarter of said Section 7, a distance of 1064.57 feet to a point 262.89 feet East of the Southwest Corner of the Northeast Quarter of said Section 7; thence North 00°24'13" East, parallel to the West Line of the Northeast Quarter of said Section 7, a distance of 2651.65 feet to the Point of Beginning, containing 39.86 Acres, more or less, all in Hanover Township, Lake County, Indiana.



EXHIBIT B

Legal Description - Cornerstone Property

PART OF THE WEST ½ OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, HANOVER TOWNSHIP, LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE SOUTH 00 DEGREES 24 MINUTES 10 SECONDS WEST ALONG THE EAST LINE OF THE WEST ½ OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 553.24 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 390.01 FEET; THENCE SOUTH 00 DEGREES 24 MINUTES 00 SECONDS WEST, A DISTANCE OF 446.78 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 390.01 FEET; THENCE CONTINUING SOUTH 00 DEGREES 24 MINUTES 10 SECONDS WEST ALONG SAID EAST LINE OF THE WEST ½ OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1222.43 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, A DISTANCE OF 490.01 FEET; THENCE NORTH 00 DEGREES 24 MINUTES 10 SECONDS EAST, A DISTANCE OF 2222.46 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 7 (ALSO BEING THE CENTERLINE OF 109TH AVENUE); THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 490.01 FEET TO THE POINT OF BEGINNING, ALL IN HANOVER TOWNSHIP, LAKE COUNTY, INDIANA.

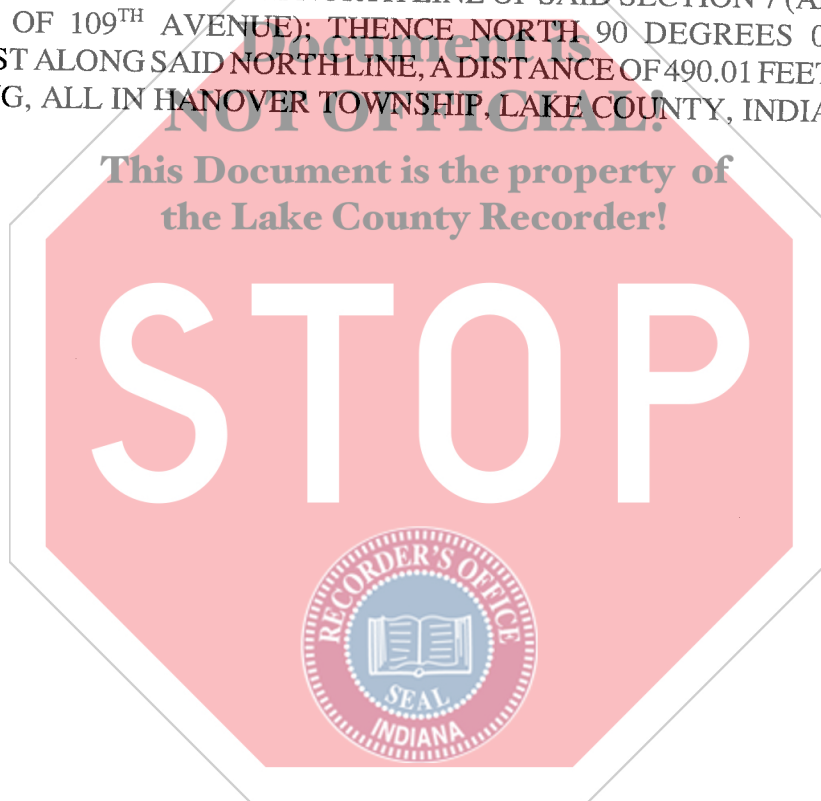


EXHIBIT C

[Diagram of Easement]

