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SEND TAX STATEMENTS TO: 2293 N. Main St., Crown Point, IN 46307 **MAY 31 1995**

**SAM ORLICH
AUDITOR LAKE COUNTY**

QUIT-CLAIM DEED

Key # 3-61-2
**SAM ORLICH
AUDITOR LAKE COUNTY**

3
THIS INDENTURE WITNESSETH THAT ROSE B. PEARCE a/k/a ROSE BELL PEARCE of Lake County in the State of Indiana RELEASES AND QUIT CLAIMS TO THE LAKE COUNTY PARK AND RECREATION BOARD of Lake County in the State of Indiana for and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, the following described Real Estate in Lake County in the State of Indiana, to wit:

The North 33 feet of the Northwest Quarter of Section 5, Township 32 North, Range 8 West of the 2nd P.M., in Lake County, Indiana; ALSO

The Northwest Quarter of the Northeast Quarter of Section 31, Township 33 North, Range 8 West of the 2nd P.M., in Lake County, Indiana; Key No. 3-61-2 ALSO

The Southeast Quarter of the Northeast Quarter of Section 31, Township 33 North, Range 8 West of the 2nd P.M., in Lake County, Indiana; Key No. 3-61-13 ALSO

The South 30 acres of the North Half of the Southwest Quarter and the South Half of the Southwest Quarter lying East of the old state ditch, Section 32, Township 33 North, Range 8 West of the 2nd P.M., in Lake County, Indiana, containing 83.33 acres, more or less. Key No. 3-62-9

THE GRANTOR RESERVES UNTO HERSELF, A LIFE ESTATE IN THE ABOVE DESCRIBED REAL ESTATE.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING RESTRICTIVE COVENANTS PREVIOUSLY AGREED UPON BETWEEN THE PARTIES IN 1977 AT WHICH TIME A PRIOR GIFT WAS MADE TO THE ABOVE GRANTEE BY THE GRANTOR. SAID RESTRICTIVE COVENANTS ARE AS FOLLOWS:

A. USE

1. The property described herein shall be used for park and recreational and/or agricultural purposes only. The agricultural income shall be for the sole purpose and benefit of the real estate and park herein described.

2. The grantee shall not extricate oil, stone, or other minerals for sale from said property or for any other commercial purposes and said real estate shall not be used for any commercial purposes.

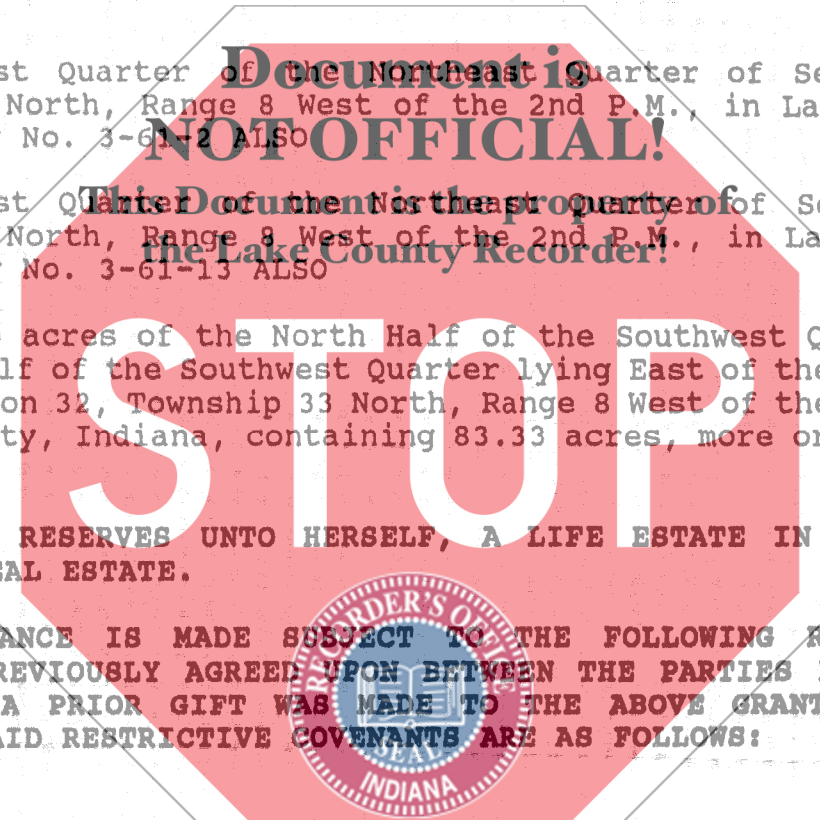
B. ALIENATION

real estate granted shall not be sold or otherwise conveyed by sale, trade or condemnation, and that said real estate shall not be subject to real or chattel mortgages.

MAY 31 1995

**SAM ORLICH
AUDITOR LAKE COUNTY**

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LAKE COUNTY
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2. The real estate (tillable land) shall not be leased or subleased except for agricultural purposes and then solely for the benefit of the subject real estate.

C. CONVERSION TO PARK USE

The real estate shall be converted to park and recreational purposes.

For purposes of these restrictions, "park and recreational" shall mean any public, park and recreation use which the Lake County Park and Recreation Board is empowered by its enabling statute to use said real estate for.

D. REMEDIES

In the event that any of the covenants outlined herein are violated, the grantee shall convey said property back to the Donor's heirs or assigns, for the consideration measured by the cash value of the improvements placed upon said property by the Grantee.

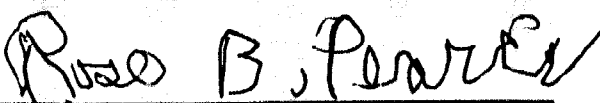
E. DURATION

The foregoing covenants and restrictions are to run with the land and shall be binding upon all parties, their successors and assigns and all persons claiming under them in perpetuity.

F. SEVERABILITY

It is hereby agreed that every one of the restrictions is declared to be independent of, and severable from, the rest of the restrictions and of and from every other one of the restrictions, and of and from every combination of the restrictions. Therefore, if any of the restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability, or running quality of any other one of the restrictions. It is both parties' intent and agreement that, in the event that any of the restrictions shall be found to be invalid or unenforceable, that the conveyance of said property shall be valid, notwithstanding the enforceability or invalidity of said restriction or combination thereof.

Dated this 12th day of April, 1995.


ROSE B. PEARCE

