

A05379

STATE OF INDIANA
LAKE COUNTY
FILED

2600 027073 **DEED OF CONSERVATION EASEMENT**

THIS GRANT DEED OF CONSERVATION EASEMENT is made this 28th day of December, 1999, by **BOLTAR, LLC**, a Delaware limited liability company, having an address at c/o J&D Management, LLC, Mr. David V. Gutierrez, 5082 E. Hampden, #316, Denver, Colorado 80222 ("Grantor"), in favor of the Trustees of **THE SHIRLEY HEINZE ENVIRONMENTAL FUND**, as such Trustees are from time to time designated by a certain Declaration of Trust dated the 21st day of November, 1981, a charitable trust ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Lake County, Indiana, more particularly described in Exhibit A attached hereto and incorporated by this reference (the "Property"); and

WHEREAS, the Property possesses certain natural, scenic, open space, educational and/or recreational values (collectively, "conservation values") of great importance to Grantor, the people of Lake County and the people of the State of Indiana; and

WHEREAS, the specific conservation values of the Property are documented in an inventory of relevant features of the Property on file at the offices of Grantee and incorporated by this reference ("Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant and which is intended to serve as an objective, though nonexclusive, information baseline for monitoring compliance with the terms of this grant; and

WHEREAS, Grantor intends that the conservation values of the Property be preserved and maintained by permitting only those land uses on the Property that do not significantly impair or interfere with them, including, without limitation, land uses of the future developers and owners of real estate adjacent to the Property and the use for a paved golf cart path by the Gary Works Supervisors Club, Inc. (the "Club") of a portion of the Property described on Exhibit B attached hereto and incorporated by this reference (the "Path"); and

WHEREAS, Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the conservation values of the Property in perpetuity; and

WHEREAS, Grantee acknowledges that it: (i) is a publicly supported, tax-exempt nonprofit organization and a "Qualified Organization" under Sections 501(c)(3) and 170(h), respectively, of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Internal Revenue Code"); whose primary purpose is to preserve and conserve natural areas and, systems for aesthetic, scientific, charitable and educational purposes; (ii) is willing to accept a "Qualified Real Property Interest" as that term is defined in Section 170(h)(2) of the Internal Revenue Code; and (iii) will, based on its organization, mission, hold title and preserve the Property for a "Conservation Mission" as that term is defined in Section 170(h)(4) of the Internal Revenue Code.

APR 20 2000

LAWYERS TITLE INS. CORP. PETER BENJAMIN
ONE PROFESSIONAL CENTER LAKE COUNTY AUDITOR
SUITE 215
CROWN POINT, IN 46307

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for
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WHEREAS, Grantor intends to treat the conveyance of the Easement as a "Qualified Conservation Contribution" under Section 170(h) of the Internal Revenue Code, and Grantee will cooperate and provide reasonable assistance in connection with processing all reporting obligations under the Internal Revenue Code.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the Uniform Conservation Easement Act of Indiana (I. C. 32-5-2.6-1 Et seq.), Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Easement").

1 Purpose. It is the purpose of this Easement to assure that the Property will be retained forever predominantly in its natural condition and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property. Grantor intends that this Easement will confine the use of the Property to such activities, including, without limitation, those involving the continued maintenance of such structures and facilities as do presently exist, and the future construction, repair, replacement or maintenance of such additional structures and facilities, as are not inconsistent with the purpose of this Easement.

2 Rights of Grantee. To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

- (a) To preserve and protect the conservation values of the Property; and to observe and study nature and to make scientific and educational observations and studies in such a manner as will not disturb the Property, the Grantor or the adjoining land owners;
- (b) To enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Easement in accordance with Section 6; provided that, except in cases where Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Easement, such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not in any case unreasonably interfere with Grantor's or the other adjoining land owner's, use and quiet enjoyment of any adjoining property; and
- (c) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of

the Property that may be damaged by any inconsistent activity or use, pursuant to the remedies set forth in Section 6.

3 Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

- 3.1 Buildings.** Except as specifically provided herein, there shall be no construction or placing of buildings, mobile homes, advertising signs, billboards, other advertising material, or other structures on the Property. Grantor may put in place a fence or other marker on the Property for the purpose of which is to make the boundary the Easement area. The marker shall be no more than 18 inches in height.
- 3.2 Topography.** There shall be no excavating, mining or drilling, or removal of any topsoil, sand, gravel, rock, minerals, or other materials. There shall be no change in the topography of the land in any manner.
- 3.3 Dumping.** There shall be no dumping of trash, ashes, garbage or other unsightly or offensive material, especially including any hazardous waste or toxic waste.
- 3.4 Water.** There shall be no further manipulation or alternation of natural water courses, lake shores, marshes, or other bodies of water or activities or uses of the Property detrimental to water purity or quality; provided that the existing drainage rights with respect to adjoining properties will not be restricted by this grant.
- 3.5 Plowing.** There shall be no further tilling of any unplowed land. There shall be no spraying with pesticides, insecticides or herbicides detrimental to the intent of this Easement.
- 3.6 Roads.** Other than as set forth below, there shall be no new roads built. Existing roads may be maintained but shall not be widened or improved; provided that the Club may pave the Path.
- 3.7 Vehicles.** There shall be no operation of snowmobiles, dune buggies, motorcycles, all-terrain vehicles or other types of motorized vehicles except in conjunction with authorized activities as set out herein.

3.8 Vegetation. Except in conjunction with authorized activities and except in areas immediately adjacent to authorized structures, there shall be no removal, destruction, cutting, mowing or alteration of any vegetation or change in the natural habitat in any manner. There shall be no introduction or planting of nonnative species.

3.9 Animals. There shall be no hunting or trapping except as necessary for ecological management. There shall be no domestic or exotic animals allowed on the Property.

4 Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from their ownership of the Property, including the right to engage in, or permit or invite others to engage in, all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. Without limiting the generality of the foregoing, and subject to the terms of Section 3, the following rights are expressly reserved:

4.1 Nothing herein shall be construed to limit the right to use the Property for the limited purposes outlined, and pursuant to the terms and conditions herein.

4.2 Grantor may undertake the maintenance, repair, reconstruction, replacement, or demolition of existing roads, dikes, irrigation and drainage facilities.

4.3 Grantor, or adjoining property owners, may undertake to develop property adjoining the Property.

4.4 The Club may pave, maintain and use the Path.

5 Notice and Approval.

5.1 Notice of Intention to Undertake Certain Permitted Actions. The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities, is to afford Grantee an adequate opportunity to monitor the activities in question to ensure that they are designed and carried out in a manner that is not inconsistent with the purpose of this Easement. Whenever notice is required, Grantor shall notify Grantee in writing not less than thirty (30) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Easement.

5.2 Grantee's Approval. Where Grantee's approval is required, Grantee shall grant or withhold its approval in writing within thirty (30) days of receipt of Grantor's written request therefor and unless Grantee has provided a written response within that 30-day period, it will be deemed to have granted its approval. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Easement.

5.3 Development Approval. The Grantor and Grantee agree that approval of the plat of subdivision, planned unit development, or other zoning approval for the development of areas adjoining the property by the appropriate governing agencies will constitute approval of Grantee. Development will not be conducted on the Property. Said approval will also include approval for (i) construction of buildings and related structures; (ii) normal maintenance and improvements of those structures; and (iii) associated landscaping within and around the subdivision.

6 Grantee's Remedies.

6.1 Notice of Violation; Corrective Action. If Grantee determines, in its reasonable judgment, that a violation of the terms of this Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action reasonably sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured to its condition prior to the injury in accordance with a plan approved by Grantee. Said restoration plan to be reasonable in all manner including cost.

6.2 Injunctive Relief. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to said violation.

- 6.3** *Scope of Relief.* Grantee's rights under this Section 6 apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement may be inadequate and that Grantee may be entitled to the injunctive relief described in Section 6.2, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement. Grantee's remedies described in this Section 6 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. However, these rights shall not include any right to recover damages arising from non-compliance.
- 6.4** *Forbearance.* Forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.
- 6.5** *Acts Beyond Grantor's Control.* Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control including, without limitation, fire, flood, storm, and earth movement, acts of third parties (including but not limited to the Club), or from any prudent action taken by Grantor under emergency conditions to prevent, or mitigate significant injury to the Property resulting from such causes.
- 6.6** *Damages.* Grantee shall be entitled to recover damages for violation of the terms of this Easement or injury to any conservation values protected by this Easement from the party causing said violation or injury, including, without limitation, damages for the loss of scenic, aesthetic, or environmental values. Without limiting Grantor's liability therefore, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking such corrective action on the property. This section shall in no way make Grantor liable for any costs or damages arising out of damage to the Property if (i) the damage is caused by a party other than Grantor, or (ii) if the damage is caused after Grantor has passed title to a subsequent title holder.

6.7 **Costs of Enforcement.** All reasonable costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of amelioration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor; provided, however, that if Grantor ultimately prevails in a special enforcement action Grantee shall bear Grantor's reasonable costs. This section shall in no way make Grantor liable for any costs related to damage to the Property if (i) the damage is caused by a party other than Grantor, or (ii) if the damage is caused after Grantor has passed title to a subsequent title holder.

7 **Access.** No right of access by the general public to any portion of the Property is conveyed by this Easement.

8 **Costs, Liabilities, Taxes, and Environmental Compliance.**

8.1 **Costs, Legal Requirements, and Liabilities.** Grantor retains all responsibilities and shall bear all costs and liability of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate liability insurance coverage during the development for residential use of property adjoining the Property. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements.

8.2 **Taxes.** Grantor shall pay before delinquent all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

8.3 **Representations and Warranties.** Grantor represents and warrants that, to its knowledge:

- (a) No substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment exists or has been released, generated,

treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the Property;

(b) There are not now any underground storage tanks located on the Property whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Property in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements;

(c) Grantor and the Property are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Property and its use; and

(d) No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or its use, nor do there exist any facts or circumstances that Grantor might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders.

8.4 Control. Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), and I. C. 13-25-4-1 et seq.;

8.5 Hold Harmless. Grantor hereby releases and agrees to hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of

action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due to the action or inaction of any of the Indemnified Parties; (2) the violation or alleged violation or other failure to comply with, any state, federal, or local law, regulation, or requirement including, without limitation, CERCLA and I. C. 13-25-4-1 et seq., by any person other than any of the Indemnified Parties, in any way affected, involving or relating to the Property; and (3) the presence or release in, on, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties provided.

8.6 *Matters Involving Third Parties.* If the Indemnified Parties shall become aware of any matter which may give rise to a claim for indemnification against the Grantor under this Section, then the Indemnified Party shall notify the Grantor promptly thereof; provided however, that no delay on the part of the Indemnified Parties in notifying the Grantor shall relieve the Grantor from any liability or obligation hereunder unless (and then solely to the extent) the Grantor thereby is damaged as a result of such failure. In the event the Grantor notifies the Indemnified Parties within fifteen (15) days after the Indemnified Parties have given notice of the matter that the Grantor is assuming the defense thereof, (i) the Grantor will defend the Indemnified Parties against the matter with counsel of Grantor's choice reasonably satisfactorily to the Indemnified Parties; (ii) the Indemnified Parties may retain separate co-counsel at their sole cost and expense (except that the Grantor will be responsible for the fees and expenses of the separate co-counsel to the extent the Indemnified Parties reasonably conclude that the counsel the Grantor has selected has a conflict of interest); (iii) the Indemnified Parties will not consent to the entry of any judgment or enter into a settlement with respect to the matter without the written consent of the Grantor (not to be unreasonably withheld); and (iv) the Grantor will not consent to the entry of any judgment with respect to the matter, or enter into any settlement which does not include a provision whereby the plaintiff or claimant in the matter releases the Indemnified Parties from all liability with respect thereto, without the written consent of the

Indemnified Parties (not to be unreasonably withheld). In the event the Grantor does not notify the Indemnified Parties within fifteen (15) days after the Indemnified Parties have given notice of the matter that the Grantor is assuming the defense thereof, and/or in the event the Grantor shall fail to defend such claim actively and in good faith, then the Indemnified Parties may defend against, or enter into any settlement with respect thereto, the matter in any manner they reasonably may deem appropriate.

9 *Extinguishment and Condemnation.*

9.1 *Valuation.* The Grantor agrees that this Easement gives rise to a property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that the Easement, at the time of this gift, bears to the value of the Property as a whole at this time. The Grantor agrees that this value is ninety-nine percent (99%) of the total value of the Property. For purposes of these provisions, that proportionate value of the Easement shall remain constant. Accordingly, if a change in conditions give rise to an extinguishment of the restrictions of this Easement, by agreement of the parties hereto and their successors, the Grantee on a subsequent sale, exchange or taking of the Property, shall be entitled to a portion of the proceeds at least equal to that proportionate value of the Easement, unless state law provides that the Grantor is entitled to the full proceeds from the conversion without regard to the term of the prior perpetual conservation restrictions.

9.2 *Condemnation.* If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of the interests in the Property subject to the taking or in lieu purchase and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Grantor and Grantee in connection with the taking or in lieu purchase shall be paid out of the amount recovered.

9.3 *Application of Proceeds.* Grantee shall use any proceeds received under the circumstances described in this Section 9 in a manner consistent with its conservation purposes, which are exemplified by this grant.

10 *Assignment.* This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the

time of transfer under Section 170(h) of the Internal Revenue Code (or any successor provision then applicable), and authorized to acquire and hold conservation easements under I. C. 32-5-2.6-1 (or any successor provision then applicable) or the laws of the United States. As a condition of such transfer, Grantee shall require that the conservation purpose that this grant is intended to advance continue to be carried out. Grantee agrees to give written notice to Grantor of an assignment at least twenty (20) days prior to the date of such assignment. The failure of Grantee to give such notice shall not affect the validity of such assignment nor shall it impair the validity of this Easement or limit its enforceability in any way.

11 Subsequent Transfers. Grantor agrees to incorporate the terms of this Easement by reference in any deed or other legal instrument by which the Grantor divest itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

12 Estoppel Certificates. Upon request by Grantor, Grantee shall within twenty (20) days execute and deliver to Grantor, or to any party designated by Grantor, any document, including an estoppel certificate, which certifies, to the best of Grantee's knowledge, Grantor's compliance with any obligation of Grantor contained in this Easement or otherwise evidences the status of this Easement. Such certification shall be limited to the condition of the Property as of Grantee's most recent inspection. If Grantor requests more current documentation, Grantee shall conduct an inspection, at Grantor's expense, within thirty (30) days of receipt of Grantor's written request therefor.

13 Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:

BOLTAR, LLC
c/o J&D Management, LLC
Mr. David V. Gutierrez
5082 E. Hampden Ave., #316
Denver, Colorado 80222
Telephone: (303) 295-1900
Facsimile: (303) 291-9200

To Grantee: **Shirley Heinze Environmental Fund**
Attn: Executive Director
444 Barker Road
Michigan City, Indiana 46360
Telephone: (219) 879-4725
Facsimile: (219) 872-4818

or to such other address as either party from time to time shall designate by written notice to the other.

14 Recordation. Grantee shall record this instrument in a timely fashion in the official records of Lake County, Indiana, and may re-record it at any time as may be required to preserve its rights in this Easement.

15 General Provisions.

15.1 Controlling Law. The interpretation and performance of this Easement will be governed by the laws of the State of Indiana.

15.2 Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of Indiana. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

15.3 Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

15.4 Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that is executed by all parties hereto.

15.5 No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

15.6 Joint Obligation. The obligations imposed by this Easement upon Grantor shall be joint and several.

15.7 Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The terms "Grantor" and "Grantee," wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and its personal representatives, heirs, successors, and assigns, and the above-named Grantee and its successors and assigns.

15.8 Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

15.9 Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

15.10 Counterparts. The parties may execute this instrument in one or more counterparts. Each counterpart shall be deemed an original instrument as against any party that has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

15.11 Legal Description. The parties agree that if it is subsequently determined that the legal description of the Easement is incorrect, then the parties will undertake in good faith to have the legal description corrected to comply with the original intent of the parties regarding this Easement.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF Grantor and Grantee have set their hands on the day and year first above written.

Grantor:

Boltar, L.L.C.

By: J&D Management, L.L.C.
Its: Manager

By: David V. Gutierrez
David V. Gutierrez, Manager

Document

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Colorado
STATE OF ~~INDIANA~~
COUNTY OF ADAMS

This Document is the property of
the Lake County Recorder!

Before me, a Notary Public in and for said County and State, personally appeared David v. Gutierrez, who acknowledged the execution of the foregoing document on behalf of J&D Management, L.L.C., the Manager of Boltar, L.L.C.

WITNESS my hand and Notarial seal this 28th day of December, 1999.

My Commission Expires:
9/10/2002

Sharon A. Gregory
Notary Public
Sharon A. Gregory
Print Name

Residing in Adams County
State of CO

Grantee:

The Shirley Heinze Environmental Fund

By: Myrna J. Newgent
Myrna Newgent, President

STATE OF INDIANA)

COUNTY OF PORTER) SS:

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Lake County Recorder!

Before me, a Notary Public in and for said County and State, personally appeared Myrna Newgent, who acknowledged the execution of the foregoing document on behalf of The Shirley Heinze Environmental Fund.

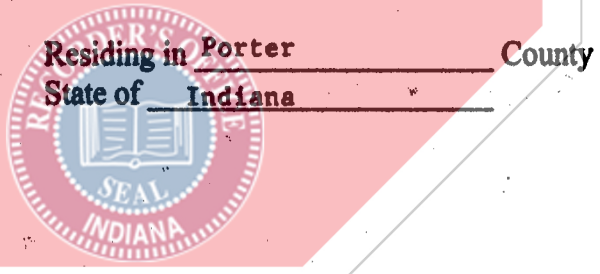
WITNESS my hand and Notarial seal this 28th day of December, 1999.

My Commission Expires:

10/19/2007

Paul M. Kohlhoff
Notary Public

Paul M. Kohlhoff
Print Name



Residing in Porter County
State of Indiana

Exhibit A

LEGAL DESCRIPTION FOR CONSERVATION EASEMENT

Part of the Northwest $\frac{1}{4}$, Section 9, Township 35 North, Range 7 West of the Second Principal Meridian, more particularly described as follows: Commencing at a point 279.52 feet North and 901.74 feet East of the Southwest corner of the Northwest $\frac{1}{4}$ of said Section 9: thence South 89 degrees 45 minutes East and parallel to the South line of the Northwest $\frac{1}{4}$ of said Section 9 a distance of 656.48 feet: thence North 00 degrees 02 minutes 12 seconds West 663.55 feet: thence North 90 degrees 43 minutes 28 seconds West, 656.06 feet: thence South parallel to the West line of said Section 9 a distance of 663.84 feet to the point of beginning, in Lake County, Indiana.

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This Document is the property of
the Lake County Recorder!

STOP

