

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORDING

2000 052148

2000 JUL 25 AM 9:10

MORRIS W. CARTER  
NOTARY PUBLIC

SEND TAX STATEMENTS TO:  
THOMAS D. VARNAU  
2950 41st STREET  
HIGHLAND, IN 46322

INDIANA DUNES NATIONAL LAKESHORE  
Tract No. 114-38  
99208589

WARRANTY DEED

WE, THOMAS D. VARNAU AND BERENEICE FITZNER-VARNAU, HUSBAND AND WIFE, acting in OUR own behalf as GRANTORS, of LAKE County, State of INDIANA for and in consideration of TWENTY-SEVEN THOUSAND NINE HUNDRED AND THIRTEEN DOLLARS AND NO CENTS (\$27,913.00), the receipt of which is hereby acknowledged.

CONVEY AND WARRANTY

to UNITED STATES OF AMERICA and its assigns, grantee, all right, title and interest in and to the following described land situate in the County of LAKE in the State of Indiana, to-wit:

THE NORTH 1/2 OF LOT 22 AND THE SOUTH 30 FEET OF LOT 23, IN BLOCK "H", IN INLAND MANOR THIRD ADDITION TO THE CITY OF GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 22 PAGE 1 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Key# 45-26-22  
VENDOR RETAINS THE RIGHT OF USE AND OCCUPANCY FOR A TERM, COMMENCING UPON THE DATE OF CLOSING AND TERMINATING ON OCTOBER 1, 2020 SUBJECT OF THE TERMS AND CONDITIONS AS SET OUT IN EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

The land described above is being acquired by the National Park Service of the Department of the Interior.

Subject of existing easements for public roads and highways, public utilities, railroad and pipelines.

Further, GRANTORS convey(s) all right, title and interest of the GRANTORS in and to any alleys, streets, ways, strips or gores abutting or adjoining said land.

Dated this 19 DAY OF JULY, 2000.

*Thomas D. Varnau*  
THOMAS D. VARNAU

*Bereneice Fitzner Varnau*  
BERENEICE FITZNER-VARNAU

State of INDIANA, County of PORTER, SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named THOMAS D. VARNAU AND BERENEICE FITZNER-VARNAU, who acknowledged the execution of the foregoing Deed to be THEIR voluntary act and deed.

Witness my hand and seal this 19th DAY OF July, 2000.

*Ruth A. Nicholson*  
RUTH A. NICHOLSON  
Resident of Porter County, IN

My commission expires 9/25/2000.

This instrument prepared by THOMAS D. VARNAU

National Park Services  
Omaha, Nebraska 68102

TICOR TITLE INS.

99208589

ENTERED - OR TAXATIONS  
ACCEPTANCE FOR

JUL 24 2000

61271

LAKE COUNTY INDIANA

18.00  
8.75  
71

6. **Taxes.**  
The Reservor is responsible for the payment of any taxes or assessments that may be levied against his interest in the reserved premises.
7. **Liability.**  
The Reservor shall hold the United States harmless for any liability arising out of the use of the reserved premises by the Reservor. The Reservor shall at his expense carry such public liability insurance as is customary by homeowners in the vicinity, providing such insurance is available.
8. **Insurance.**  
The Reservor is responsible for insuring his interest in the reserved premises.
9. **Transfer.**  
The reserved premises may be conveyed or subleased for not less than 90 days by the Reservor or his successors or assigns provided the instrument of conveyance or sublease imposes on the new Reservor all of the restrictions and requirements of these provisions. A copy of any such conveyance or sublease shall be furnished the National Park Service prior to the effective date of such conveyance.
10. **Expiration of term.**  
The Reservor shall peacefully relinquish possession and control of the reserved premises upon the expiration of the term of the right of use and occupancy. He shall leave the reserved premises in a neat and clean condition. He shall not remove any structures or other improvements which are permanently affixed to the realty unless proper arrangements, with adequate consideration for such removal, have been made with the National Park Service. Any personal property left on the reserved premises upon the expiration of the term may be disposed of by the National Park Service.
11. **Waiver of Replacement Housing Benefits.**  
The Reservor fully understands that by reserving the right of use and occupancy reserved herein he waives replacement housing benefits under Sections 203, 204, 205, and 206, of Public Law 91-646.
12. **Description of Reserved Premises.**  
The area reserved by the Reservor as the reserved premises, is described as follows:

EXHIBIT "B"

CONDITIONS OF RIGHTS OF USE AND OCCUPANCY OF  
SINGLE FAMILY NONCOMMERCIAL PROPERTY

1. **Definitions.**  
Within the meaning of this instrument, "single family noncommercial residential purposes" is occupancy of the reserved premises solely as a residence by an individual or by a family unit united by blood or marriage. "The Reservoir" is the person or persons conveying the land covered by this instrument to the United States and reserving a right of use and occupancy for noncommercial residential purposes over all or part of it. The reserved premises is the area covered by the right of use and occupancy for noncommercial residential purposes.
2. **Use.**  
The reserved premises shall be used only for noncommercial residential purposes. The reserved premises shall not be used for any commercial, industrial, mining, or similar use or for the accommodation of any paying guests for a period of less than 90 days. The Reservoir in the use of the premises shall conform to all applicable laws, ordinances, and regulations in effect in the area, including but not limited to all applicable general National Park Service regulations and general and special regulations for the area in particular.
3. **Preservation.**  
The Reservoir shall not add to or materially alter the character of existing improvements or structures or perform any new construction or change the topography of the land without first having obtained the permission in writing of the National Park Service. Any building or structure damaged or destroyed by fire or other casualty or deteriorated by the elements or wear and tear may be maintained, repaired, renovated, remodeled or reconstructed so long as the basic character of the building or structure is not materially altered.
4. **Maintenance of reserved premises.**  
The Reservoir shall keep the grounds of the reserved premises in a clean and neat condition and shall maintain all structures and improvements in good repair. The Reservoir shall not commit waste on the reserved premises. The Reservoir is responsible for all costs arising out of the reserved premises, including all costs of maintenance and repair and all utility charges. The United States has no responsibility for any charges or expenses in connection with reserved premises.
5. **Precautions.**  
The Reservoir shall take reasonable care to avoid damage to adjacent or nearby Federal lands or property through the spread of fire originating on the reserved premises, through the spread of sewage or other polluting substances originating on the reserved premises, or by any other activities representing a nuisance or hazard to adjacent or nearby Federal lands or property.