## Warranty Deed

## THIS INDENTURE WITNESSETH, That

Cedar Lake Fish & Game Club, Inc. P.O.Box 308, 14001 Huseman Street 2 Cedar Lake, Lake County, Indiana 46303

04.5200

ALL OF MY LAKERCOUNT FILED FOR RECORD

2002 MAY 14 PM 3: 05

MORRIS W. CARTER RECORDER

**CONVEY and WARRANT to** 

edar Lake Fish & Game Wetlands Fund, Inc. P.O.Box 308 Cedar Lake, Lake County, Indiana 46303

as a donation the following described Real Estate in Lake County, Indiana:

Key Number

Parcel

31-25-0010-0013 Part of the South 1/3 of the South 3 acres in the North ½ of the Southeast ¼ of the Southeast 1/4 (Lying west of the public highway) in Section 35, Twsp 34, Range 9, 0.381 acres, location address:14806 Reeder Rd., C.L.

31-25-0200-0009 Shades Add. Cedar Lake Plat "C" all Lots 9 & 10, Block 4

31-25-0200-0021 all Lots 21 through 29. Block 4 31-25-0200-0030 ÖCUTÖ Ö all Lots 30 through 38, Block 4 31-25-0200-0049 31-25-0202-0002 This Document is the Lots 2.3; 4 in Block 6 the Lake County Billots 9, 10, 11, 12 in Block 6 31-25-0202-0009 31-25-0206-0001 all Lots 1 through 19, Block 10 31-25-0206-0030 all Lots 30 through 50, Block 10 31-25-0207-0001 all Lots 1 through 21, Block 11 31-25-0207-0022 all Lots 22, 23, 24, 25, 26 & 27 in Block 11 31-25-0207-0030 all Lots 30 through 37, Block 11 31-25-0207-0040 all Lots 40 through 50, Block 11 31-25-0226-0013 Shades Add. Cedar Lake Plat "E" all Lots 13, 14, 15 & 16 in Block 4 31-25-0229-0001 " all Lots 1 through 4, Block 7 31-25-0229-0009 all Lots 9 through 20, Block 7 31-25-0229-0021 all Lots 21 and 22 in Block 7 31-25-0229-0024 all Lots 25 through 28, Block 7 31-25-0229-0028 all Lot 29 in Block 7 31-25-0258-0028 Shades Add. Cedar Lake Plat "I" all Lot 30 in Block 2

AND THAT the above described Real Estate is encumbered with the following

## NOTICE OF GRANT AGREEMENT

Cedar Lake Fish & Game Wetlands Fund, Inc., P.O.Box 308, Cedar Lake, Lake County Indiana 46303 (hereinafter called "the Wetlands Fund) a 501(c)3 corporation is the ewner of the above legally described real estate (hereinafter called "Property") in Lake county, indiana, 14 2002

**NEXT PAGE** 

PETERBEITEMEN LAKECCHTHYAUCHER

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The Property is subject to the terms and conditions of the Grant Agreement between the U. S. Fish and Wildlife Service (FWS) and The Lake Heritage Parks Foundation dated January 12, 1995, Agreement Number 14-48-0009-95-1207 (hereinafter called "Grant Agreement"), a copy of which is kept at the U.S.Department of the Interior, Fish and Wildlife Service, Division of Bird Habitat Conservation, 1849 C Street NW, Washington, D.C. 20240, and at the office of the Lake Heritage Parks Foundation, 8411 East Lincoln Highway, Crown Point, Indiana 46307. The purpose of the Grant Agreement is to provide financial support to partially fulfill the habitat objectives developed under the Upper Mississippi/Great Lakes Joint Venture Implementation Plan, a planning effort directed to integrate the habitat needs of waterfowl, shorebirds, and neotropical migrant forest-breeding birds of the Upper Mississippi River drainage, and the Indiana Grand Kankakee Marsh Restoration Project (hereinafter called "Project"), a habitat restoration effort under the auspices of the North American Waterfowl Management Plan.

The Wetlands Fund hereby grants a conservation easement and transfers its authority to oversee the management of the Property to the Griffith Izaak Walton Conservation Lands, Inc., P.O.Box 33, Griffith, Indiana 46319 (hereinafter called "Conservation Lands"). Conservation Lands, with the aid of the FWS (the aforementioned aid by the FWS which consist of review proposed management activities to be conducted on the property, and monitoring the implementation of these proposals to insure consistency with the purpose of the Grant Agreement), confirms its obligation to oversee management of the Property pursuant to the Grant Agreement with specific regards to the Wetlands fund's incorporated project proposal, and the purpose of the Project unless the United States Fish and Wildlife Service relieves it of that responsibility. The Wetlands Fund also intends to transfer their fee title interest in the Property to the Town of Cedar Lake, which will hold and manage the Property for conservation purposes consistent with the Grant Agreement.

The Property may not be conveyed or encumbered, in whole or in part, to another party without the consent of the United States Fish and Wildlife Service. Proposed projects on the Property must be submitted to the United States Fish and Wildlife Service for their advice and consent.

By the authority of the North American Wetlands Conservation Act Grant Administration Policies, and through Title 43, Section 12 of the Code of the Federal Regulations of the U.S.Fish and Wildlife Service retains authority to administer and enforce conditions of this Notice of Grant Agreement, if it determines that the property interest, in whole or in part, ceases to be administered for the authorized purpose of this Project, in the opinion of the FWS

Tony Pangazzo, president, Cedar Lake Fish & Game Club, Inc.

Annette DeVries, secretary, Cedar Lake Fish & Game Club, Inc.

Howard Anderson, president, Cedar Lake Fish & Game Wetlands Fund, Inc.

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Terry DeVries, secretary, Cedar Lake Fish & Game Wetlands Fund, Inc.

James Sweeney, president, Griffith Izaak Walton Conservation Lands, Inc.

James Slupczynski, resident agent, Griffith Izaak Walton Conservation Lands, Inc.

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Before me, the undersigned, a Notary Public in and for said County and State, this  $\frac{/\mathcal{O}^{P}}{}$  day of May, 2002, personally appeared Tony Panozzo, Annette DeVries, Howard Anderson, Terry DeVries, James Sweeney and James Slupczynski and acknowledged the execution of the foregoing deed and Grant Agreement.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

, Notary Public

My Commission Expires:

10-10-06

County of Residence:

Lake

This instrument prepared by: Tony Panozzo, president, CLF&G.

