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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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MICHAEL J. SHAMAN
RECORDER

CONSERVATION EASEMENT

THIS INDENTURE WITNESSETH, that Lake County Park and Recreation Board, of Lake County, in the State of Indiana, hereinafter the "Grantor", for and in consideration of Forty Eight Thousand Seven Hundred and Fifty and No/100 Dollars (\$48,750.00), receipt of which is hereby acknowledged, does hereby convey, grant, and assign in perpetuity to the State of Indiana, Department of Natural Resources, hereinafter the "Holder," of Marion County, in the State of Indiana, and its assigns and successors, the perpetual right and privilege to monitor and enforce the stated Conservation Easement pursuant to Indiana Code 32-23-5 in, over, and across the following described real estate in the County of Lake, in the State of Indiana:

SEE EXHIBIT "A" ATTACHED HERETO.

CROSS-REFERENCE

In accordance with Indiana Code 32-23-2-5, the conservation easement described herein concerns real estate acquired by the Grantor by:

Limited Warranty Deed dated September 30, 2010 and recorded in the Office of the Recorder of Lake County, Indiana as Instrument Number 2010059117 on October 13, 2010.

RECITALS

WHEREAS, Grantor is the owner in fee simple of a certain parcel of land in the County of Lake, State of Indiana, more particularly described in Exhibit "A" attached hereto and made part hereof and hereinafter referred to as the "Easement Area";

WHEREAS, the real estate containing the Easement Area was acquired by the Grantor with the assistance of Federal funds administered by the National Oceanic and Atmospheric Administration. Federal regulations permanently restrict changes in its ownership or use notwithstanding any inconsistent state law; and,

WHEREAS, this instrument creates and grants a non-possessory interest in the Easement Area in favor of the Holder pursuant to Indiana Code 32-23-2-5.

(end of page 1 of 11)

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PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

N/C
CA

020623

NOW, THEREFORE, the Parties agree as follows:

TERMS AND CONDITIONS OF THIS CONSERVATION EASEMENT

1. Term. The Conservation Easement granted herein shall run with the land and shall take effect upon execution of this Conservation Easement. The duration of this Conservation Easement shall be perpetual and shall bind all assigns and successors of the Grantor.
2. Purpose and Extent. The Grantor is fee simple owner of the Easement Area, and is committed to preserving and protecting the Conservation Values of the Easement Area. This Conservation Easement assures that the Easement Area will be perpetually preserved in its predominantly natural condition for the retention, protection, availability, maintenance and enhancement of the Conservation Values. The Easement Area was acquired by the Grantor, in whole or in part, through the Coastal Zone Management Act section 306A funds. These funds are for public benefit and land that received such funding must maintain this purpose in perpetuity. Indirect benefits to commercial, private, or non-profit activities derived from section 306A projects are allowed so long as the indirect commercial, private, or non-profit activities do not interfere with the purpose of the original grant.
3. Conservation Values The Easement Area possesses natural resource and recreational values of prominent importance to the Grantor, Holder and the Public. These Conservation Values include retaining or protecting natural or scenic values, assuring its availability for forest, wetland, fish and wildlife habitat, scientific, biological, and ecological uses, protecting natural resources, provision of outdoor recreation areas and maintaining or enhancing water quality of the Easement Area.
4. Prohibited Uses. It is distinctly understood and agreed by the parties hereto that the Easement Area as above-described shall be used only for the purposes as approved and agreed to in the Grant Agreement as originally dated April 20, 2009, and as may be amended, between the Grantor and the Indiana Lake Michigan Coastal Program, Indiana Department of Natural Resources, Division of Nature Preserves. Except as expressly provided herein, and subject to any existing easements, interests or restrictions of record prior to the creation of this Conservation Easement, any activity on, or use of the Easement Area that is inconsistent with the purposes of this Conservation Easement is prohibited. Grantor covenants that they shall not undertake, or consent to third parties undertaking, the following prohibited activities in the Easement Area:
 - a) the subdivision of the Easement Area into two or more parcels. Any future dedication or classification of all, or part, of the Easement Area as a Nature Preserve, Classified Forest or Wildlife Habitat will not be considered to constitute a subdivision of the Easement Area;
 - b) any residential, commercial or industrial use or activity on the Easement Area;
 - c) the placement, construction or maintenance of any new man-made modifications such as buildings, structures, boat ramps, or other improvements except that the construction of fences, parking lots, access roads, trails and visitor's facilities, as permitted under item 6d), may be permitted with the prior written approval of the Holder and the Indiana Lake Michigan Coastal Program;
 - d) the mining, exploration for, or extraction of, oil, gas, or other minerals, hydrocarbons, soils, or other materials on or from the surface or subsurface;

- e) the dumping or other storage or disposal of trash, garbage, sewage, debris, or other refuse of any nature whatsoever;
 - f) except as allowed under the provisions of item 6e), the cutting or harvesting of trees or wood products, except in accordance with sound forest management principles and only with the prior written approval of the Holder and the Indiana Lake Michigan Coastal Program;
 - g) earth moving, grading, cultivation, grazing, pasturing, dredging or filling except with the prior written consent of the Holder and the Indiana Lake Michigan Coastal Program;
 - h) the construction, maintenance, or erection of any commercial advertisement, sign or billboard, except for the posting of signs depicting the Grantor's ownership of the Easement Area, signs depicting designations or classifications affecting the Easement Area and signs designated by the Holder indicating that this is an Easement Area and the Indiana Lake Michigan Coastal Program;
 - i) the construction or extension of roads or utility systems, except in easements or right-of-ways of record prior to the date of this Conservation Easement;
 - j) altering the vegetation and hydrology of the Easement Area in any way so as to destroy or impair its character, including diverting or affecting the natural flow of surface or underground water into, within, or out of the Easement Area or dredging, channeling, filling, pumping, diking, impounding or other related activities, except with the prior written consent of the Holder and the Indiana Lake Michigan Coastal Program;
 - k) implementing wetland or forest management plans without prior written approval by the Holder and the Indiana Lake Michigan Coastal Program;
 - l) use of horses, ponies, bicycles or motorized off-road vehicles such as snowmobiles, dune buggies, all-terrain vehicles and motorcycles, except the use of vehicles necessary to the construction or maintenance of improvements allowed pursuant to item 4c) and 6d), for the ecological management of the Easement Area, or the use of vehicles used for access to the Easement Area by persons with disabilities;
 - m) hunting and trapping of any kind, except to control problems of overpopulation of specific animal species or as may be necessary to carry out the provisions of items 5a) and 6e); and then only with the prior written consent of the Holder and the Indiana Lake Michigan Coastal Program; and,
 - n) any other activities, actions or uses that would be detrimental or adverse to good soil and water Conservation Values or that would derogate from the provisions of IC 32-23-5.
5. **Rights of Holder.** To accomplish the purposes of the Conservation Easement granted hereunder, the following rights are granted and conveyed to the Holder:
- a) to enter upon the Easement Area in order to conduct natural resources inventories or monitor species of plants and animals with reasonable notice to the Grantor;
 - b) a right of ingress and egress over Grantor's adjacent real estate by any reasonable, convenient route of access, for purposes of access to the Easement Area. However, Grantor may provide a designated route to and from the Easement Area to minimize intrusion on Grantor's adjacent operation;

- c) the right to install signs relating to this Conservation Easement with reasonable notice to the Grantor;
 - d) to enter upon the Easement Area in order to monitor compliance with, and enforce the terms of, this Conservation Easement with reasonable notice to Grantor;
 - e) to prevent any activity on, or use of the Easement Area that is inconsistent with the purposes of this Conservation Easement;
6. Rights Retained by Grantor. Grantor reserves to itself and Grantor's heirs, successors and assigns, the rights of entry and use, and all other rights accruing from its ownership of the Easement Area that are not expressly prohibited herein and are not inconsistent with the purposes of the Conservation Easement granted herein. Without limiting the generality of the foregoing, the following rights are expressly reserved:
- a) the right to lease, convey, give, sell, assign, or otherwise transfer the Easement Area by deed or by operation of law, in each case subject and subordinate to this Conservation Easement. Grantor and his/her/its heirs, successors and assigns shall give timely notice of any such lease, conveyance, gift, sale or assignment to Holder at the address set forth in paragraph 14, below, and any such lease, conveyance, gift, sale or assignment is subject to the prior approval of the Lake Michigan Coastal Program;
 - b) Grantor retains the right of ingress and egress to the Easement Area, subject to any limitations or conditions set forth in this Conservation Easement;
 - c) the right to use the Easement Area for non-commercial recreation under terms and conditions as may, from time to time, be approved or established by the Grantor. For purposes of this Conservation Easement, non-commercial recreation is defined as non-developed, recreational activities including, but not limited to hiking, photography, nature study and other low impact, non-extractive uses not inconsistent with the allowable uses and Conservation Values of this Conservation Easement. In general, user fees should not be charged to access the Property. All desired user fees should have been approved by the Lake Michigan Coastal Program prior to the acquisition of federal funding. If user fees were approved, all user fees, whether income or other revenues derived from a section 306A project shall revert to the maintenance or management of the Property as detailed in the original project;
 - d) the right to construct and maintain visitor's facilities, including shelters, parking lots and trails to provide access to the Easement Area. Any visitor facilities shall require a plan approved in writing by the Grantor, the Holder and the Lake Michigan Coastal Program;
 - e) the right to manage the property to restore and/or enhance native plant and animal communities on the Easement Area. The right to manage the property includes the right to control invasive species of plants and animals which are considered noxious by State law or regulation, and exotic species and/or aggressive native species which are considered detrimental to the quality of the Conservation Values of the Easement Area. In the case of plants, the control and removal may be by manual or mechanical methods, by use of herbicides or biocontrols, and/or by prescribed burning, with the prior written consent of the Holder and the Lake Michigan Coastal Program;
 - f) the right to provide additional protection for all, or part, of the Easement Area by the following means: dedication as a State Nature Preserve through the Holder's Division of Nature

Preserves; classification as Classified Forest or Wildlife Habitat through the Holder's Division of Forestry with the prior written consent of the Holder and the Lake Michigan Coastal Program; and,

- g) the right to restrict trespass and, subject to the rights and limitation contained herein, the Grantor has the right to allow, control or prohibit non-commercial public access to, or use of all or part of the Easement Area, at times or on occasions, and under such terms and conditions as may be approved or established from time to time by the Grantor. A section 306A public facility must be open to the general public. Facilities that restrict use to specific persons or residents of a community are prohibited. Access may be limited or controlled in an equitable manner at certain times for safety or resource protection reasons, or for other good and reasonable causes such as: to accommodate special events, educational outings, or for scientific research.
7. No Rights Granted to the Public. Nothing herein shall be construed as the Holder granting or conveying to members of the general public any rights of access, ownership, interest in, or use of, the Easement Area, except as may be allowed by the Grantor pursuant to paragraph 6.g) above.
8. Enforcement/ Holder's Remedies.
- a) Holder may not bring an action against the Grantor for modifications of the Easement Area resulting from causes beyond the Grantor's control, such as unintentional fires, storms, natural earth movement, floods, or trespassers. Grantor has no responsibility under this Conservation Easement for such unintended modifications.
 - b) Holder has the right to bring an action at law or in equity in a court of competent jurisdiction to enjoin any activity by temporary or permanent injunction against any third party for acts inconsistent with the Conservation Values and uses of this Conservation Easement and the Lake Michigan Coastal Program requirements and require restoration by any such third party of the Easement Area to the condition that existed prior to any such injury, and payment of costs, including attorney fees.
 - c) If Holder determines that the Grantor is in violation of this Conservation Easement or the Lake Michigan Coastal Program requirements, or that a violation is threatened, the Holder may provide written notice to the Grantor unless the violation constitutes immediate and irreparable harm. The written notice will identify the violation and request corrective action to cure the violation or restore the property. If for a 28 day period after the date of the written notice, the Grantor continues to violate this Conservation Easement or the Lake Michigan Coastal Program requirements, or if the Grantor does not abate the violation and implement corrective or restorative measures requested by the Holder, the Holder may bring an action in law or in equity to enforce the terms of this Conservation Easement or the Lake Michigan Coastal Program requirements. The Holder is also entitled to enjoin the violation through injunctive relief, seek specific performance, declaratory relief, restitution, reimbursement of expenses or an order compelling restoration of the Easement Area. If the court determines that the Grantor has failed to comply with this Conservation Easement or the Lake Michigan Coastal Program requirements, then the Grantor also agrees to reimburse all reasonable costs and attorney fees incurred by the Holder compelling such compliance.
 - d) If the Holder determines that this Conservation Easement or the Lake Michigan Coastal Program requirements is, or is expected to be violated, the Holder will make good faith efforts to notify the Grantor. If the Holder determines that circumstances justify prompt action to mitigate or prevent impairment of the Conservation Values and purposes of this Conservation Easement and the Lake Michigan Coastal Program, then the Holder may pursue its lawful

remedies without prior notice and without awaiting the Grantor's opportunity to cure. The Grantor agrees to reimburse all costs associated with this effort, which are attributable to actions or inaction of the Grantor.

- e) The Grantor acknowledges that actual or threatened events of non-compliance by Grantor under this Conservation Easement or the Lake Michigan Coastal Program constitutes immediate and irreparable harm. The Holder is entitled to invoke the equitable jurisdiction of the court to enforce this Conservation Easement or the Lake Michigan Coastal Program requirements.
 - f) The preceding remedies of the Holder are cumulative. The Holder may invoke any or all of the remedies if there is an actual or threatened violation of this Conservation Easement or the Lake Michigan Coastal Program requirements.
9. No Forfeiture. Nothing contained herein will result in forfeiture or reversion of Grantor's title in any respect.
10. Persons Bound/Covenants Run with the Land. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and shall inure to the benefit of the Grantor and Holder and their respective heirs, successors and assigns, and shall continue as an easement in servitude running with the Easement Area in perpetuity, unless terminated pursuant to the terms hereof. This Conservation Easement is enforceable against Grantor and all present and future owners, tenants, and other holders of any interest in the Easement Area. The terms "Grantor" and "Holder", when used herein, shall be deemed to refer to Grantor or Holder, as the case may be, and their heirs, successors and assigns.
11. Severability. If any provision of this Conservation Easement, or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions or the application of such provisions to persons or circumstances other than those as to which it is found to be valid, as the case may be, shall not be affected thereby.
12. Governing Law. This Conservation Easement shall be construed for all purposes under the laws of the State of Indiana. Any subsequent amendment to or repeal of any state law or order, which authorizes this Conservation Easement, shall not effect the rights conveyed by the Grantor or subsequently held by its heirs, successors or assigns.
13. Amendment. This Conservation Easement may only be amended by written agreement of Grantor and Holder. Any amendment shall not effect the perpetual duration of the Conservation Easement nor alter its purposes as defined herein.
14. Notices. All notices required or permitted from Holder to Grantor under this Conservation Easement shall be delivered to the Grantor at: Lake County Park and Recreation Board 8411 East Lincoln Highway, Crown point, IN 46307 or at such other address as the Grantor may identify to the Holder.

Notices shall be delivered to the Holder at: Indiana Department of Natural Resources, Division of Nature Preserves; 402 West Washington Street, Room W267, Indianapolis, IN 46204, or at such other address as the Holder may identify to the Grantor.

15. Miscellaneous.

- a) The Grantor covenants to warrant and defend unto the Holder and its successors, the quiet and peaceable use and enjoyment of the Easement Area against all claims and demands.
- b) In the performance of any of its rights under this Conservation Easement, the Holder may, by contract or otherwise, provide for action by its employees, agents, or duly authorized contractors, which may include the Grantor.
- c) All rights in the Conservation Area and the Easement Area not reserved by the Grantor shall be deemed acquired by the Holder. Any ambiguities in this Conservation Easement shall be construed in favor of the Holder in order to effectuate the Conservation Values for which this Conservation Easement is being conveyed.
- d) The captions and paragraph numbers used in this Conservation Easement are inserted for convenience only and in no way define, limit, construe or describe the scope or intent of such paragraphs.
- e) No waiver of any condition or covenant of this Conservation Easement or failure to exercise a remedy by either Grantor or Holder shall be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant or remedy.
- f) As required by IC 5-22-3-7: As a Grantor with the State, the Grantor will maintain compliance with Telephone Solicitations Act, which states:
 - (a) the Grantor and any principals of the Grantor certify that
 - (1) the Grantor, except for de minimis and nonsystematic violations, has not violated the terms of
 - (i) IC 24-4.7 [Telephone Solicitation Of Consumers],
 - (ii) IC 24-5-12 [Telephone Solicitations] , or
 - (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
 - (2) the Grantor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.
 - (b) The Grantor and any principals of the Grantor certify that an affiliate or principal of the Grantor and any agent acting on behalf of the Grantor or on behalf of an affiliate or principal of the Grantor:
 - (1) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
 - (2) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.
- g) The Grantor acquired the real estate that will contain the Easement Area, with the intent of obtaining the assistance of Federal funds administered by the National Oceanic and Atmospheric Administration. Federal regulations permanently restrict changes in its ownership or use notwithstanding any inconsistent state law. It is distinctly understood and agreed by the parties hereto that the Easement Area, as above-described, shall be used only for the purposes as approved and agreed to in the Grant Agreement, as originally dated April 20, 2009, and as may be amended, between the Lake County Park and Recreation Board and the Indiana Lake Michigan Coastal Program, Indiana Department of Natural Resources, Division of Nature Preserves.

- h) Subject to existing covenants, easements, conditions and restrictions of record and Zoning and land use restrictions.

The undersigned persons executing this Conservation Easement represent and certify on behalf of the Grantor, that they are duly appointed officers of the Grantor and have been fully empowered by proper resolution, or the by-laws of the Grantor, to execute and deliver this Conservation Easement; that the Grantor is a corporation in good standing in the State of Indiana; that the Grantor has full capacity to convey the conservation easement on the real estate described; and that all necessary action for the making of this conveyance have been duly taken.

(end of page 8 of 11)



Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the Grantor, or that he/she is the properly authorized representative, agent, member or officer of the Grantor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Grantor, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Conservation Easement other than that which appears upon the face of this Conservation Easement.

IN WITNESS WHEREOF, Grantor and the Holder have, through their duly authorized representatives, entered into this Conservation Easement. The parties, having read and understood the foregoing terms of this Conservation Easement, do by their respective signatures dated below hereby agree to the terms thereof.

IN WITNESS WHEREOF, said Grantor, Lake County Park and Recreation Board, by its duly authorized representatives has set its hand and seal this the 2nd day of MARCH, 2011.

Grantor: Lake County Park and Recreation Board

BY: Christopher Dilts BY: Robert J. Nickovich
Christopher Dilts, its President Robert J. Nickovich, its Secretary

STATE OF INDIANA, COUNTY OF LAKE)SS:
Before me the undersigned, a Notary Public in and for said County and State, personally appeared Christopher Dilts, President of the Lake County Park and Recreation Board, of Lake County, Indiana, and acknowledged the execution of the foregoing Conservation Easement this 2nd day of MARCH, 2011. Witness my hand and seal.

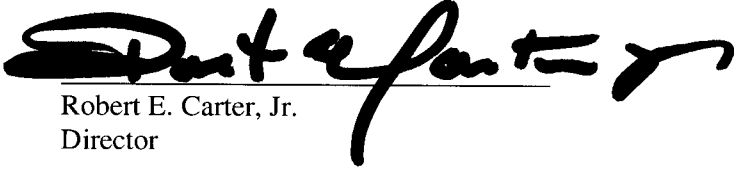
Wendy S. Loggins, Signature Wendy S. Loggins, Printed
Notary Public
My Commission Expires: 4/10/2016 County of Residence: LAKE

STATE OF INDIANA, COUNTY OF LAKE)SS:
Before me the undersigned, a Notary Public in and for said County and State, personally appeared Robert J. Nickovich, Secretary of the Lake County Park and Recreation Board, of Lake County, Indiana, and acknowledged the execution of the foregoing Conservation Easement this 2nd day of MARCH, 2011. Witness my hand and seal.

Thomas B. Kaycock, Signature THOMAS B. Kaycock, Printed
Notary Public
My Commission Expires: 04/01/2012 County of Residence: MARION

APPROVED and ACCEPTED:

Indiana Department of Natural Resources


Robert E. Carter, Jr.
Director

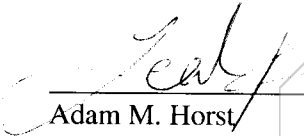
Date: 9/13/2011

Indiana Department of Administration


Robert D. Wynkoop
Commissioner

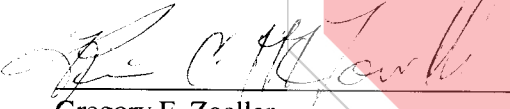
Date: 4/18/11

State Budget Agency


Adam M. Horst
Director

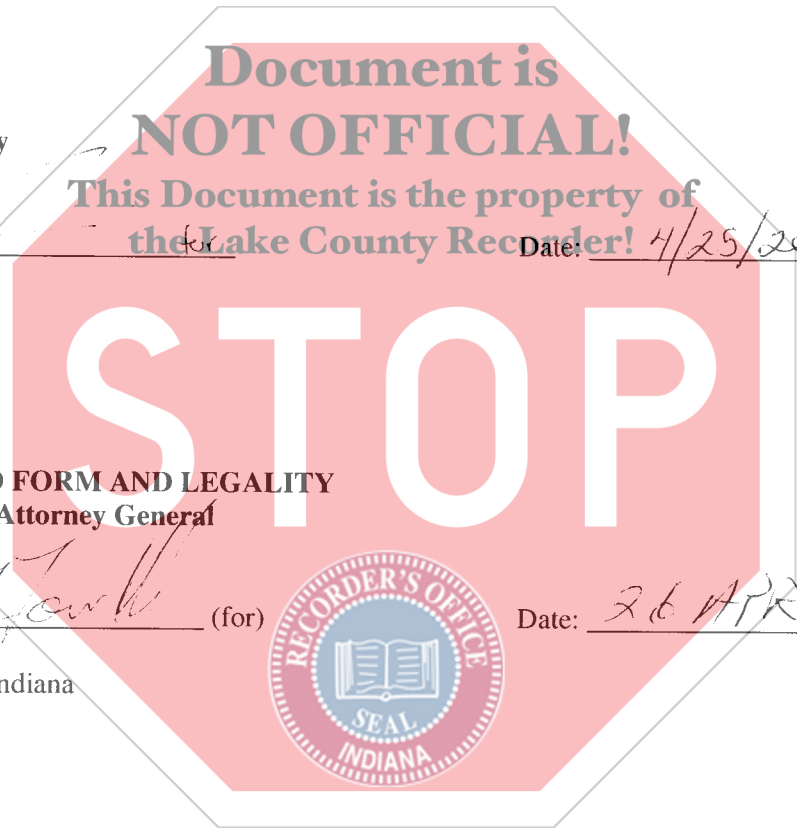
Document is NOT OFFICIAL!
This Document is the property of
the Lake County Recorder! Date: 4/25/2011

APPROVED AS TO FORM AND LEGALITY
by the Office of the Attorney General


(for)
Gregory F. Zoeller
Attorney General of Indiana



Date: 26 APR 11

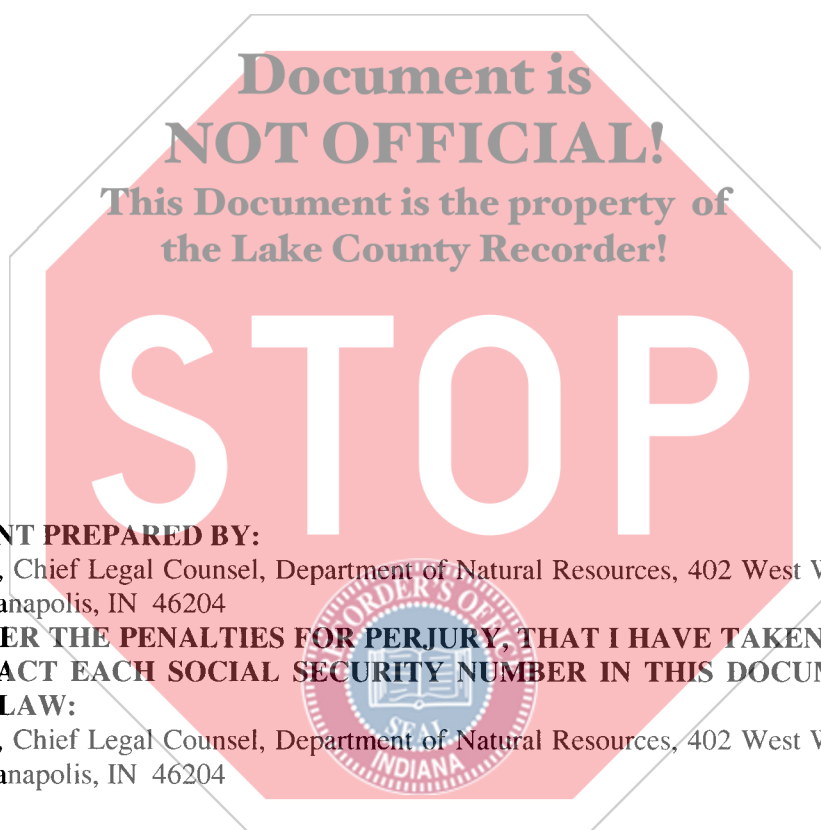


RETURN RECORDED INSTRUMENT TO:

Land Acquisition Division
Department of Natural Resources
402 West Washington Street, Room W261
Indianapolis, IN 46204

Parcel Nos: 45-1 2-06-277-004.000-030, 45-1 2-06-277-001 .000-030, 45-1 2-06-277-003.000-030, 45-1 2-06-277-002.000-030, 45-12-06-278-001.000-030, 45-12-06-278-002.000-030, and 45-12-06-278-010.000-03

For State Land Office Use:



THIS DOCUMENT PREPARED BY:

Cameron F. Clark, Chief Legal Counsel, Department of Natural Resources, 402 West Washington Street, Room W256, Indianapolis, IN 46204

I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW:

Cameron F. Clark, Chief Legal Counsel, Department of Natural Resources, 402 West Washington Street, Room W256, Indianapolis, IN 46204

EXHIBIT "A"

Legal Description for Lake County Park and Recreation Board (Appleton Tract)

Page 1 of 3

The following described real estate in Ross Township of Lake County, Indiana, to-wit:

Lots 5, 6, 7, 8, 9, 10 and Park in Charleswood Unit Two, as per plat thereof, recorded in Plat Book 41 page 130, in the Office of the Recorder of Lake County, Indiana.

Commonly known as the 3200 Block of 56th Lane, Merrillville, Indiana 46410
Parcel Nos: 45-1 2-06-277-004.000-030, 45-1 2-06-277-001 .000-030, 45-1 2-06-277-003.000-030, 45-1 2-06-277-002.000-030, 45-12-06-278-001.000-030, 45-12-06-278-002.000-030, and 45-12-06-278-010.000-030

Subject to easements, right-of-ways, assessments, restrictions, and covenants of record.

It is distinctly understood and agreed by the parties hereto that the property herewith conveyed as above-described (the "Easement Area") shall be used only for the purposes as approved and agreed to in the Grant Agreement, as originally dated April 20, 2009, and as may be amended ("Grant Agreement"), between the State of Indiana, Department of Natural Resources and the Indiana Lake Michigan Coastal Program, Indiana Department of Natural Resources, Division of Nature Preserves.

The Property was acquired with a grant from the Lake Michigan Coastal Program. This grant program is administered at the federal level by the National Oceanic and Atmospheric Administration and at the State level by the Division of Nature Preserves of the Indiana Department of Natural Resources. Grants are made to units of local and state governments, usually a park and recreation board, to acquire, preserve or restore specific areas as designated by the Lake Michigan Coastal Program as required by the Coastal Zone Management Act section 306A (d) (9) due to their conservation, recreational, ecological or aesthetic values, or because they contain one or more coastal resource of national significance.

NOTICE OF USE RESTRICTIONS: This Property was acquired with the assistance of Federal funds administered by the National Oceanic and Atmospheric Administration. Federal regulations permanently restrict changes in its ownership or use notwithstanding any inconsistent state law.

PROHIBITED USES: Except as expressly provided in the Grant Agreement, and subject to any existing easements, interests or restrictions of record prior to the date of this conveyance, any activity on, or use of the Property that is inconsistent with the purposes of the Lake Michigan Coastal Program is prohibited. The parties hereto covenant that they shall not undertake, or consent to third parties undertaking, the following activities in the area described above:

- a) residential, commercial or industrial use of, or activity on, the Property;
- b) the placement and construction of any man-made modifications such as buildings, structures, fences, roads, parking lots, boat ramps, trails, footpaths, docks or other improvements, except as specifically permitted in the Grant Agreement and with the prior written approval of Lake Michigan Coastal Program;

EXHIBIT "A" Legal Description for Lake County Park and Recreation Board (Appleton Tract)

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- c) the mining, exploration for, or extraction of oil, gas, or other minerals, hydrocarbons, soils, or other materials on or from the surface;
- d) the dumping, storage or disposal of trash, garbage, sewage, debris, or other refuse of any nature whatsoever;
- e) the cutting or harvesting of trees or wood products, except as specifically permitted in the Grant Agreement and with the prior written approval of Lake Michigan Coastal Program;
- f) clearing, earth moving, grading, cultivation, grazing, pasturing, burning, dredging or filling, except bank stabilization as necessary to prevent erosion and with the prior written approval of Lake Michigan Coastal Program;
- g) the construction, maintenance, or erection of any commercial advertisement, sign or billboard, except for the posting of "No Hunting" signs or other signs as designated in the Grant Agreement and with the prior written approval of Lake Michigan Coastal Program;
- h) the construction or extension of utility systems, except in easements of record prior to the date of conveyance of the Property;
- i) alteration of the vegetation and hydrology of the Property in any way so as to destroy or impair its character, including diverting or affecting the natural flow of surface or underground water into, within, or out of the Property or dredging, channeling, filling, pumping, diking, impounding or other related activities, except as specifically permitted in the Grant Agreement and with the prior written approval of Lake Michigan Coastal Program;
- j) implementation of wetland or forest management plans without the prior written approval of Lake Michigan Coastal Program;
- k) use of motorized off-road vehicles such as snowmobiles, dune buggies, all-terrain vehicles and motorcycles;
- l) alteration of the existing forested corridor or riparian habitat without the prior written approval of Lake Michigan Coastal Program;
- m) haying or mowing except with the prior written approval of Lake Michigan Coastal Program; and,
- n) any activity or use that is detrimental or adverse to good soil and water conservation practice.

PUBLIC BENEFIT: The Property was acquired, in whole or in part, through the Coastal Zone Management Act section 306A funds. These funds are for public benefit and land that received such funding must maintain this purpose in perpetuity. Indirect benefits to commercial, private, or non-profit activities derived from section 306A projects are allowed so long as the indirect commercial, private, or non-profit activities do not interfere with the purpose of the original grant.

EXHIBIT "A" Legal Description for Lake County Park and Recreation Board (Appleton Tract)

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PUBLIC ACCESS: A section 306A public facility must be open to the general public. Facilities that restrict use to specific persons or residents of a community are prohibited. Access may be limited or controlled in an equitable manner at certain times for safety or resource protection reasons, or for other good and reasonable causes such as: to accommodate special events, educational outings, or for scientific research.

USER FEES: In general, user fees should not be charged to access the Property. All desired user fees should have been approved by the Lake Michigan Coastal Program prior to the acquisition of federal funding. If user fees were approved, all user fees, whether income or other revenues derived from a section 306A project shall revert to the maintenance or management of the Property as detailed in the original project.

