

3

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2016 004967

2016 JAN 21 PM 3: 58

I HEREBY CERTIFY THIS TO BE A TRUE
AND EXACT COPY OF THE ORIGINAL.

ATTACHMENT C

MICHAEL B. BROWN
RECORDER

S. P. Pugh

Notice of Award Agreement Template

Notice of Award Agreement (the "Agreement")

The Lake County Parks and Recreation Department (the "Recipient") is the owner of a certain piece or parcel of land located in CROWN POINT, LAKE COUNTY, INDIANA more particularly described in Exhibit A attached hereto and made part of hereof (the "Property").

The Recipient acquired the Property with \$144,250 in funding (the "Award") provided by The Conservation Fund's Enbridge Pipeline LLC, Enbridge 6B Pipeline Project and pursuant to a Recipient Agreement between The Conservation Fund (TCF) and Recipient dated 10/20/2015, 2015, a copy of which is attached as Exhibit B.

- PURPOSE:** The purpose of the Award is to provide funding to acquire the Property for the conservation of migratory bird habitat, and by entry into this Notice of Award Agreement, and as an express condition to the funding of the Award, the Recipient has agreed to maintain and operate the Property in compliance with the Stewardship / Restoration Plan dated 9/23/2015 and on file in the offices of the United States Fish and Wildlife Service (USFWS) (the "Stewardship / Restoration Plan"). The Recipient as owner of the Property agrees to permanently preserve the Property with certain activity and use restrictions as more fully described and detailed in the Stewardship / Restoration Plan, to protect such migratory bird habitat. The Recipient, TCF and USFWS acknowledge and agree that USFWS is a third party beneficiary to the Notice of Award Agreement for and only for the sole purpose of giving USFWS the right to monitor and enforce compliance with the Stewardship / Restoration Plan and the activity and use restrictions contained herein.
- RESTRICTIONS:** The Recipient hereby agrees to manage the Property to permanently protect the habitat for migratory birds. The Recipient shall implement the management actions described in the Stewardship / Restoration Plan and shall annually review the Stewardship / Restoration Plan and adjust actions as necessary to preserve and enhance the habitat. The Recipient, its successors and assigns, hereby covenants and agrees not to convey, sell, lease or assign the Property herein described or convert it to uses or purposes inconsistent with the original Purpose and Stewardship / Restoration Plan without written approval, in its sole discretion, of the USFWS.
- COMPLIANCE REPORTING:** The Recipient agrees to annually review the Stewardship Plan and submit a Compliance Report using the template attached hereto as Exhibit B. The Recipient further agrees to cooperate fully with representatives of TCF and the USFWS and provide any information requested to monitor the progress of the Recipient's Project, including on-site visits to the Property. Compliance Reports shall be submitted by January 31 of each year to the USFWS Field Office Point of Contact:



15-7272

HOLD FOR MERIDIAN TITLE CORP

non-com 29
\$116.00
ME
M.T

Scott Pruitt
Indiana Field Supervisor
USFWS
620 South Walker Street
Bloomington, IN 47403
812-334-4261
812-334-4273 FAX
Scott_Pruitt@fws.gov

4. **RIGHT OF ACCESS:** The Recipient and its successors or assigns hereby grants to the USFWS a right of access to the Property in order to monitor compliance with and otherwise enforce the Stewardship / Restoration Plan and activity and use restrictions specified in this Agreement.
5. **DEFAULT CLAUSE:** Should the Recipient default in its performance of any of the terms and conditions contained therein, and fails to correct such default within the time frame established for cure in a written notice of default issued by USFWS, then USFWS shall elect, in its sole discretion, to require the Recipient to either:
 - A. Pay to TCF a portion of the then current appraised value of the Property, in an amount that is equal to the same proportion by which the original Award bears to the purchase price paid by the Recipient for the Property; or
 - B. Replace the Property funded through the Award with property of equal monetary value at current market prices and equal conservation value for migratory bird habitat. Replacement shall be subject to the USFWS' approval.

In the event the Recipient fails to remedy the default as described above the USFWS may:

- A. Institute a suit to enjoin any breach or enforce any term of this Agreement by temporary, and/or permanent injunction either prohibitive or mandatory, including a temporary restraining order; and require that the Property be restored promptly to the conditions which existed prior to the breach.
- B. Institute a suit for monetary damages.
- C. Pursue any other remedies available at law or in equity.

USFWS' remedies shall be cumulative. If the Recipient is found to be in default, the Recipient shall reimburse USFWS for any costs incurred by USFWS, including court costs and reasonable attorney's fees. No failure on the part of USFWS to enforce any Term hereof shall discharge or invalidate such Term or any other Term hereof or affect the right of USFWS to enforce the same in the event of a subsequent breach or default.

The terms of this Notice shall be binding upon the Recipient and its designees and successors.

In witness whereof the Recipient has set its hand and seal this 14th day of January, 2016.

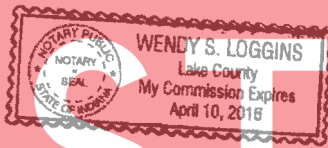
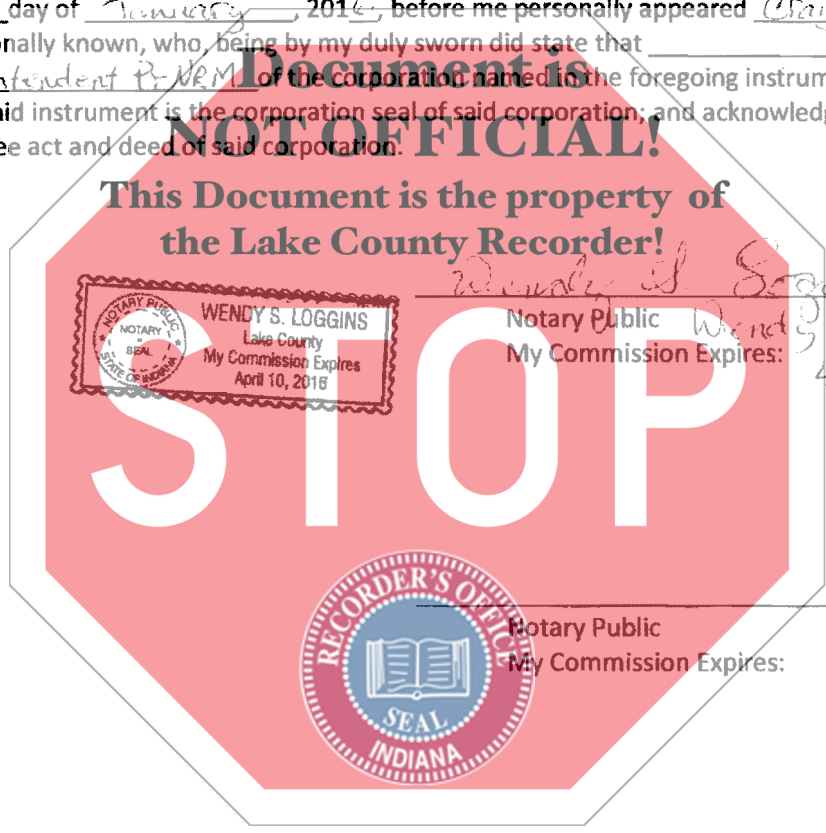
LAKE COUNTY PARKS
AND RECREATION DEPARTMENT

By: Craig Zandstra

Name: **Craig Zandstra**
Superintendent
Title: **Planning & Natural Resource Management Division**
DULY AUTHORIZED

STATE OF (**INDIANA**)
COUNTY OF (**Lake**)

On this 14th day of January, 2016, before me personally appeared Craig Zandstra to me personally known, who, being by my duly sworn did state that _____ is the Superintendent P. NRM of the corporation named in the foregoing instrument; that the seal affixed to said instrument is the corporation seal of said corporation; and acknowledged said instrument to be the free act and deed of said corporation.



Wendy S. Loggins
Notary Public
My Commission Expires: 4/10/2016



Notary Public
My Commission Expires: