

GINA PIMENTEL
RECORDER

2023-016186

STATE OF INDIANA
LAKE COUNTY

2:42 PM 2023 Jun 28

RECORDED AS PRESENTED

CONSERVATION EASEMENT

13
THIS INDENTURE WITNESSETH, that Lake County Parks and Recreation Board of Lake County, Indiana, "Grantor," for and in consideration of \$1,257,500.00, receipt of which is hereby acknowledged, does hereby convey, grant, and assign in perpetuity to the State of Indiana, Department of Natural Resources of Marion County, Indiana, "Holder," 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: Trustee's Deed dated December 22, 2022 and as recorded in the Office of the Recorder of Lake County, Indiana as Instrument Number 2023-502170 on January 23, 2023, to-wit:

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"; and,

WHEREAS the Easement Area is being partially acquired utilizing funds from the Next Level Conservation Trust. The Next Level Conservation Trust. was established to preserve and protect important conservation and recreation areas throughout the State of Indiana. Property rights acquired with this fund will become part of the public trust to ensure that the land is protected for future generations, and;

WHEREAS the Easement Area is being partially acquired utilizing funds from the President Benjamin Harrison Conservation Trust. The intent of the President Benjamin Harrison Conservation Trust is established to preserve and protect important conservation and recreation areas throughout the State of Indiana. Property rights acquired with this fund will become part of the public trust to ensure that the land is protected for future generations, and;

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

NOW, THEREFORE, the Parties agree as follows:

FILED

JUN 28 2023

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

2023
P.C.

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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. Further, as a condition of the President Benjamin Harrison Conservation Trust and the Next Level Conservation Trust funding, this Conservation Easement assures that the Easement Area will be perpetually preserved for the use of the Easement Area for the enjoyment of the Conservation Values by the citizens of the State of Indiana and the general public.
3. Conservation Values. Grantor and Holder are committed to preserving and protecting the natural and recreational resources of the Easement Area and to maintaining it free from any development or other use. Grantor and Holder have entered into this Conservation Easement to accomplish the purpose of assuring that the natural, recreational, scenic and open-space values of the Easement Area are retained, that its natural resources are protected, that its air and water quality are maintained or enhanced, and that soil erosion be appropriately controlled (collectively, the "Conservation Values").
4. Prohibited Uses. 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, agricultural or industrial use or activity on the Easement Area, except as specifically allowed pursuant to this Conservation Easement;
 - 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, canoe/kayak launch, trails and visitor's facilities, as permitted under item 6d), may be permitted with the prior written approval of the Holder;
 - 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 Section 6 below, the cutting or harvesting of trees

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or wood products, except in accordance with sound forest management principles and then only with the prior written approval of the Holder, provided however that this clause shall not restrict or prohibit the removal of fallen trees or limbs, or trees that are an imminent danger of falling, which could: block access to the Easement Area; restrict the use of the Easement Area; or, which could pose a danger to humans or animals;

- g) earth moving, grading, cultivation, grazing, pasturing, dredging or filling except with the prior written consent of the Holder, except as specifically allowed pursuant to this Conservation Easement or as may be permitted with the prior written approval of the Holder;
 - 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, interpretive, directional, and entrance signs, and signs designated by the Holder indicating that the property is subject to a conservation easement;
 - 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, except with the prior written consent of the Holder, said consent will be generally withheld;
 - 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;
 - k) implementing new wetland or forest management plans without prior written approval by the Holder;
 - l) except as specifically allowed pursuant to this Conservation Easement, 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 personal conveyance device vehicles used for access to the Easement Area by persons with disabilities;
 - m) except as specifically allowed pursuant to this Conservation Easement, hunting and trapping of any kind, except to control problems of overpopulation of specific animal species, conduct scientific studies initiated by Grantor with prior written consent of Holder, or as may be necessary to carry out the provisions of items 5a) and 6e); 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;

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- 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, locations will be mutually agreeable to the Grantor and the Holder;
 - 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 or granted herein and that 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. Such transfers will be made only to a unit of state, local or municipal government or a non-profit land trust or similar environmental organization and in each case subject to and subordinate to this Conservation Easement. Transfers may be made only with the prior written approval of the Holder. The Holder reserves the right to approve any transfers to any successors and assigns, such approval will not be unduly withheld. Any future transferee must certify in writing to the Holder that it will be bound by the terms and conditions of 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.
 - b) Grantor retains 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 for which no business license or permit is required including, but not limited to, walking, jogging, hiking, photography, nature study and other low impact, non-extractive recreational uses not inconsistent with the allowable uses and Conservation Values of this Conservation Easement for which no user fees are charged;
 - d) the right to construct and maintain visitor's facilities, including, but not limited to, shelters, parking lots, a canoe/kayak launch and trails to provide access to the Easement Area;
 - 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

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plants, the control and removal may be by manual or mechanical methods, by use of herbicides or biocontrols and/or by prescribed burning. In the case of animals, the control and removal may be by trapping or hunting pursuant to all applicable state laws and regulations as published by the Holder's Division of Fish and Wildlife;

- f) the right to provide additional protection for all, or part, of the Easement Area, including, but not limited to: dedication as a State Nature Preserve through the Holder's Division of Nature Preserves; or, classification as Classified Wildlands through the Holder's Division of Forestry; and, the right to dedicate as a State Nature Preserve all or part of the Easement Area. In the event that the Grantor exercises its right to dedicate all or part of the Easement Area as a State Nature Preserve, the terms and conditions of the Articles of Dedication and Master Plan shall be deemed to prevail over the terms and conditions of this Conservation Easement.
 - 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 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.
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 ownership, interest in, or unrestricted 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 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 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 if the Grantor does not abate the violation and implement corrective or restorative measures requested by the Holder, the Holder may bring an action at law or in equity to enforce the terms of this Conservation Easement. 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, then the Grantor also agrees to reimburse all reasonable costs and attorney fees incurred by the Holder compelling such compliance.

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- d) If the Holder determines that this Conservation Easement 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, 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 Easement constitute immediate and irreparable harm. The Holder is entitled to invoke the equitable jurisdiction of the court to enforce this Conservation Easement. Section for Grantor remedies
- 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.
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 addressed to: Lake County Park and Recreation Board, 8411 E. 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 State Parks, Community Grants and Trails Section, 402 West Washington Street, Room W298, Indianapolis, IN 46204, or at such other address as the Holder may identify to the Grantor.

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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 Easement Area not herein acquired by the Holder shall be deemed reserved by the Grantor. 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) As required by IC 5-22-3-7: As a Contractor with the State, the Grantor will maintain compliance with Telephone Solicitations Act, which states:
 - (a) The Contractor and any principals of the Contractor certify that
 - (1) the Contractor, 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 Contractor 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 Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor:
 - (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.
- f) Subject to a Right of Way granted to Standard Oil Company, an Indiana Corporation by Michael Seberger and Mary M.Seberger, Husband and Wife in an instrument dated March 6, 1941 and recorded August 18, 1941 as Instrument No. 26815 and assigned as Instrument Number 315849 and assigned as Instrument No. 2020-005166, all in the Office of the Recorder of Lake County, Indiana.
- g) Subject to terms and provisions of a Sewer Agreement set out in an instrument dated September 17, 1976 and recorded October 1, 1976 in Instrument Number 372785 in the Office of the Recorder of Lake County, Indiana.

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- h) Subject to terms and provisions of an Easement for Electrical Lines set out in an instrument by and between Michael Seberger and Northern Indiana Public Service Company recorded June 10, 1955 in Instrument Number 848002 in the Office of the Recorder of Lake County, Indiana.

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 an authorized regulatory board of a political subdivision of Lake County 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 10)

Property of Lake County Recorder

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Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.

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 officers, has set its hands and seals this the 16 day of February, 2023.

Grantor: Lake County Park and Recreation Board,

BY: James Basala
James Basala, CEO and Secretary

STATE OF INDIANA, COUNTY OF LAKE)SS:

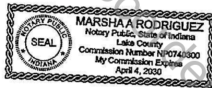
Before me the undersigned, a Notary Public in and for said County and State, personally appeared James Basala, CEO and Secretary of the Lake County Park and Recreation Board and acknowledged the execution of the foregoing Conservation Easement this 16 day of February, 2023. Witness my hand and seal.

Marsha A. Rodriguez, Signature Marsha A. Rodriguez, Printed
Notary Public

My Commission Expires: April 4, 2030

County of Residence: Lake

My Commission Number: NP0740300



APPROVED and ACCEPTED:

Indiana Department of Natural Resources

Daniel W. Bortner

Date: 4/19/23

By: _____ (for)
Daniel W. Bortner,
Director

Indiana Department of Administration

Tammera J. Glickman

Date: 5/12/2023

By: Tammera J. Glickman (for)
Rebecca Holwerda
Commissioner

State Budget Agency

Evan Kalembor

Date: 5-16-2023

By: Evan Kalembor (for)
Zachery Q. Jackson
Director

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

Hilari A Sautbinc

Date: 05-31-2023

By: Hilari A Sautbinc (for)
Theodore E. Rokita,
Attorney General of Indiana

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The mailing address to which statements should be mailed under IC 6-1.1-22-8.1 is:

GRANTEE'S PERMANENT MAILING ADDRESS:

Lake County Parks and Recreation Board
c/o Lake County Parks and Recreation Department
8411 East Lincoln Highway
Crown Point, IN 46307

Return Recorded Instrument to:

DNR Division of Land Acquisition
402 W. Washington Street, Room W-255-A, Indianapolis, IN 46204

Auditor Parcel No.: 45-11-22-200-001.000-036, 45-11-22-401-001.000-036 and 45-11-22-451-005.000-032

FOR STATE LAND OFFICE USE:

.....
THIS DOCUMENT PREPARED BY:

David C. Bausman, General Counsel, Department of Natural Resources, 402 West Washington Street, Room W256, Indianapolis, IN 46204

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

David C. Bausman, General Counsel, Department of Natural Resources, 402 West Washington Street, Room W256, Indianapolis, IN 46204

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EXHIBIT "A"

Legal Description for Conservation Easement over lands owned by Lake County Parks and Recreation Board (Sarros tracts)

Page 1 of 2

The following described real estate, located in Madison Civil Township of Putnam County, Indiana, being and intended to be the same lands conveyed to *Lake County Parks and Recreation Board*, by Trustee's Deed as recorded in the Office of the Recorder of Putnam County, Indiana as Instrument Number 2023-502170 on January 23, 2023; to-wit:

Parcel 1:

The West Half of the Northeast Quarter of Section 22, Township 35 North, Range 9 West of the Second Principal Meridian and the Northwest Quarter of the Southeast Quarter of Section 22, Township 35 North, Range 9 West of the Second Principal Meridian in Lake County, Indiana.

EXCEPTING THEREFROM:

The East 435.6 feet of the North 500 feet of the West Half of the Northeast Quarter of Section 22, Township 35 North, Range 9 West of the Second Principal Meridian containing 5 acres, more or less, all in the Town of Schererville, Lake County, Indiana.

ALSO EXCEPTING:

Parcel in the West Half of the East Half of Section 22, Township 35 North, Range 9 West of the Second Principal Meridian, in the Town of Schererville, Lake County, Indiana, lying North of the South line of the Northwest Quarter of the Southeast Quarter of said Section 22, lying West of the East line of the West Half of the East Half of said Section 22, lying South of the North line of the South 330 feet of the West Half of the Northeast Quarter of said Section 22 and lying East of the East line of a 50 foot wide easement for the American Oil Pipeline Company, said 50 foot wide easement described as follows: A 50 foot strip of land located within the West Half of the Northeast Quarter and the Northwest Quarter of the Southeast Quarter of Section 22, Township 35 North, Range 9 West of the Second Principal Meridian, located in Lake County, Indiana, said 50 foot strip of land being 25 feet on either side of the following described survey of the centerline of an existing 8 inch pipeline commencing at the Southwest corner of the Northwest Quarter of the Southeast Quarter of said Section 22 said corner being marked by a 1 inch iron pipe; thence North along the North-South Quarter line of said Section 22, a distance of 3007 feet to the Point of Beginning; thence South 38° 17' East, a distance of 1092 feet to a point 711 feet East of the North-South Quarter line of said Section 22 and 2202 feet North of the South line of the Northwest Quarter of the Southeast Quarter of said Section 22; thence South 17° 59' East, a distance of 2262 feet to a terminus point of the South line of the Northwest Quarter of the Southeast Quarter of said Section 22, said point being located 1319 feet East of an iron pin marking the Southwest corner of the Northwest Quarter of the Southeast Quarter of said Section 22.

ALSO EXCEPTING:

The East 544.16 feet in the West Half of the East Half of Section 22, Township 35 North, Range 9 West of the Second Principal Meridian, in the Town of Schererville, Lake County, Indiana, lying North of the South line of the Northwest Quarter of the Southeast Quarter of said Section 22, lying West of the East line of the West Half of the East Half of said Section 22, lying South of the North Line of the South 330 feet of the West half of the Northeast Quarter of said Section 22 and lying West of the East line of a 50 foot wide easement for the American Oil Pipeline Company, said 50 foot wide easement described as follows: A 50 foot strip of land located within the West Half of the Northeast Quarter and the Northwest Quarter of the Southeast Quarter of Section 22, Township 35 North, Range 9 West of the Second

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EXHIBIT "A" Continued

Legal Description for Conservation Easement over lands owned by Lake County Parks and Recreation Board (Sarros tracts)

Page 2 of 2

Principal Meridian, located in Lake County, Indiana, said 50 foot strip of land being 25 feet on either side of the following described survey of the centerline of an existing 8 inch pipeline commencing at the Southwest corner of the Northwest Quarter of the Southeast Quarter of said Section 22 said corner being marked by a 1 inch iron pipe; thence North along the North-South Quarter line of said Section 22, a distance of 3007 feet to the Point of Beginning; thence South 38° 17' East, a distance of 1092 feet to a point 711 feet East of the North-South Quarter line of said Section 22 and 2202 feet North of the South line of the Northwest Quarter of the Southeast Quarter of said Section 22; thence South 17° 59' East, a distance of 2262 feet to a terminus point of the South line of the Northwest Quarter of the Southeast Quarter of said Section 22, said point being located 1319 feet East of an iron pin marking the Southwest corner of the Northwest Quarter of the Southeast Quarter of said Section 22.

Parcel II:

The West 5 acres of the East 20 acres of the Southwest Quarter of the Southeast Quarter of Section 22, Township 35 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana.

All being subject to all easements, leases, restrictions, rights-of-ways and covenants of record.

Property Address Reference: 8512 West 85th Street, Schererville, IN 46375 (Part of Parcel I)
Vacant Land East Marquette St., Schererville, IN 46375 (Part of Parcel I)

545 West 77th Avenue, Schererville, IN 46375 (Parcel II)

Auditor Parcel No.: 45-11-22-200-001.000-036 (Part of Parcel I)
45-11-22-401-001.000-036 (Part of Parcel I)
45-11-22-451-005.000-032 (Parcel II)

(end of legal description)