This Easement pertains to real estate referenced in Document Number _____
Plat Book 8, Page 100 in the La Porte County Recorder's Office.

# DEED OF CONSERVATION EASEMENT

**THIS DEED OF CONSERVATION EASEMENT** is made this 17th day of February, 2012, by the Pine Lake Assembly, an Indiana for-profit corporation, having an address at PO Box 1394 La Porte, IN 46352 (hereinafter "Grantor"), in favor of the La Porte County Conservation Trust, Inc., and Indiana non-profit corporation, (hereinafter "Grantee").

## W I T N E S S E T H :

**WHEREAS**, Grantor is the sole owner in fee simple of certain real property in La Porte County, Indiana, more particularly described in Exhibit A attached hereto and incorporated by this reference (hereinafter the "Property"); and

**WHEREAS**, the Property possesses certain natural, scenic, open space, educational and/or recreational values (collectively, "conservation values") of great importance to Grantor, the people of La Porte County, Indiana, and the people of the State of Indiana; and

**WHEREAS**, the specific conservation values of the Property are documented in an inventory of relevant features of the Property on file at the offices of Grantee and incorporated by this reference (the "Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant and which is intended to serve as an objective, though nonexclusive, information baseline for monitoring compliance with the terms of this grant; and

**WHEREAS**, Grantor intends that the conservation values of the Property be preserved and maintained in perpetuity by permitting only those land uses on the Property that do not significantly impair or interfere with said conservation values; and

**WHEREAS**, Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the conservation values of the Property in perpetuity; and

**WHEREAS**, Grantee acknowledges that it: (i) is a publicly supported, tax-exempt nonprofit organization and a "Qualified Organization" under Sections 501(c)(3) and 170(h), respectively, of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Internal Revenue Code"), whose primary purpose is to preserve and conserve natural areas and, systems for aesthetic, scientific, charitable and educational purposes; (ii) is willing to accept a "Qualified Real

Property Interest" as that term is defined in Section 170(h)(2) of the Internal Revenue Code; and (iii) will, based on its organization mission, hold title and preserve the Property for a "Conservation Mission" as that term is defined in Section 170(h)(4) of the Internal Revenue Code; and

**WHEREAS**, Grantor intends to treat the conveyance of the Easement as a "Qualified Conservation Contribution" under Section 170(h) of the Internal Revenue Code, and Grantee will cooperate and provide reasonable assistance in connection with processing all reporting obligations under the Internal Revenue Code;

**NOW, THEREFORE**, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the Uniform Conservation Easement Act of Indiana (I.C. §32-23-5-1 et seq.), Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (hereinafter the "Easement").

1 ***Purpose.*** It is the purpose of this Easement to assure that the Property will be retained forever in its natural condition and to prevent any use of the Property that will impair or interfere with the conservation values of the Property, and to thereby retain and protect the conservation values of the Property as required by Indiana Code §32-23-5-2. Grantor intends that this Easement will be perpetual and will run with the land.

2 ***Rights of Grantee.*** To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

2.1 To preserve and protect the conservation values of the Property; and to observe and study nature and to make scientific and educational observations and studies in such a manner as will not disturb the Property, the Grantor or the adjoining land owners;

2.2 To restore, enhance and maintain the native vegetation on the Property.

2.3 To enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Easement in accordance with Section 6; provided that, except in cases where Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Easement, such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not in any case unreasonably interfere with Grantor's use and quiet enjoyment of the Property; and

2.4 To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement, not expressly permitted herein, and to require the restoration of such areas or features of the Property that may be

damaged by any inconsistent activity or use, pursuant to the remedies set forth in Section 6.

2.5 To install signs relating to this conservation easement on the Property. Grantor and Grantee shall agree on the design and location of said signs.

3 ***Prohibited Uses***. Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited except as expressly permitted hereunder. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

3.1. ***Industrial and Commercial Activity***. No industrial or commercial use of the Property is allowed or permitted.

3.2. ***Agricultural Use***. No agricultural use of the Property is allowed. This includes tilling, plowing, commercial cultivation of row crops, livestock grazing or production, haying or feedlots.

3.3. ***Residential Development***. No residential building use or development of the Property is allowed or permitted.

3.4. ***Right of Way***. No right of way shall be granted across the Property in conjunction with any industrial or commercial use or residential development of other land adjacent to the Property.

3.5. ***Mining***. No mining, drilling, exploring for or removing of any minerals or fossil fuels from the Property is allowed or permitted.

3.6. ***Subdivision***. The Property shall not be divided, subdivided, or partitioned. The Property may be conveyed only in its entirety as a single parcel, regardless of whether it consists of or was acquired as separate parcels or is treated as separate parcels for property tax or other purposes.

3.7. ***Density***. No portion of the Property may be used to satisfy land area requirements for other property not subject to this Easement for purposes of calculating building density, lot coverage or open space under otherwise applicable laws, regulations or ordinances controlling land use. No development rights that have been encumbered or extinguished by this Easement may be transferred to any other property.

3.8. ***Structures and Improvements***. No temporary or permanent buildings, structures, roads or other improvements of any kind may be placed or constructed on the Property except as specifically authorized in Section 4 or as provided below:

3.8.1 Utilities. Utility systems and facilities may be installed, maintained, repaired, extended and replaced only to serve uses and activities specifically permitted by this Easement. This includes, without limitation, all systems and facilities necessary to provide on-site power, fuel, water, waste disposal and communication. Notwithstanding the foregoing, communication towers and wind turbines are specifically prohibited on the Property.

3.8.2 Signs. Except as provided in Section 4.2, no billboards or other signs may be placed or erected on the Property except for small, unlighted signs for informational or interpretive purposes.

3.8.3 Roads and Trails. Existing roads may be maintained or improved but may not be widened or relocated without the prior written approval of the Grantee. Except as provided in Section 4.8, no other roads, trails, footpaths, or other rights of way may be established or constructed on the Property.

3.8.4 Fences. Existing fences may be maintained, improved, replaced or removed. Additional fences may be constructed and maintained, improved, replaced or removed to mark boundaries, to secure the Property, or as needed in carrying out activities permitted by this Easement.

3.9. ***Topography and Surface Alteration.*** No alteration or change in the topography of the surface of the Property is allowed. This includes no ditching, draining or filling, and no excavation or removal of soil, sand, gravel, rock or other materials, except as incidental to activities or uses specifically permitted by this Easement.

3.10. ***Vegetation Management.*** No burning of leaves, grass, timber, or other vegetation shall be allowed on the Property. Except as provided in Section 4, no removal, cutting, pruning, trimming or mowing of any trees or other vegetation, living or dead, and no introduction of non-native species is allowed without notice being given to Grantee as provided in Section 5, or except as reasonably required to prevent or control insects, noxious weeds, invasive vegetation, disease, fire, personal injury or property damage.

3.11. ***Water.*** No alteration or manipulation of natural watercourses, lakes, shorelines, wetlands or other surface or subsurface bodies of water is allowed except to restore or enhance wildlife habitat or native biological communities or to improve or enhance the function and quality of existing wetlands in accordance with any habitat management plan approved by

the Grantee in advance. No activities on or uses of the Property that cause significant erosion or are detrimental to water quality or purity are allowed.

3.12 ***Dumping***. No dumping of any materials shall be allowed on the Property. This prohibition shall include trash, garbage, leaves, grass clippings, construction waste, tires, hazardous or toxic substances, or unsightly materials of any kind.

3.13 ***Vehicles***. No snowmobiles, dune buggies, motorcycles, all-terrain vehicles or other types of motorized recreational vehicles may be operated on the Property. However, limited off-road use of motorized vehicles is allowed in conjunction with habitat restoration or enhancement is permitted.

3.14 ***Hunting & Trapping***. No hunting or trapping of animals of any kind is allowed or permitted on the Property.

3.15 ***Horseback Riding***. No horseback riding on the trails or off the trails is allowed or permitted on the Property.

3.16 ***Camping***. No camping or camp sites are allowed or permitted on the Property.

3.17 ***Bicycling***. No bicycling on the trails or off the trails is allowed or permitted on the Property.

3.18 ***Alcohol***. No alcohol shall be allowed on the Property except that boat lessees have the right to have alcohol on their own personal watercraft. Grantee shall have no legal liability to the boat lessees. The boat lessees shall be responsible for keeping the boat dock area clean of trash.

4 ***Reserved Rights***. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from their ownership of the Property, including the right to engage in, or permit or invite others to engage in, all uses of the Property that are not expressly prohibited herein and that are not inconsistent with the conservation values of the Property and the purposes of this Easement, that are required by Indiana Code 32-23-5-2. Without limiting the generality of the foregoing, and subject to the terms of Section 3, the following rights are expressly reserved:

4.1 ***Special Areas***. The Grantor has reserved special rights for areas that shall be named for purposes of identification in this document as the "Beach/Dock" and "The Parkland". These parcels are areas within the Property and are described in Exhibits B and C, respectively, of this Agreement.

4.2 ***Signs.*** The Grantor retains the right to post a limited number of signs that are informative in nature and pertain to the Pine Lake Assembly. (Examples would be; No Hunting, No Dumping, Beach Rules, Fund Raising Information, Easement information, Annual or Special Called Meeting, etc.). The size and location of any signs shall be agreed upon in advance by Grantor and Grantee.

4.3 ***Beach/Dock***. The Grantor shall retain the right to lease up to 20 motorized boat dock leases to Grantor's current dues payers only. The number of boat dock leases shall be voted on every year at the annual meeting consisting of the homeowners of Grantor that are current on their dues. These docks shall not be available for the general public or any other private membership organization. The Grantor shall have a written set of rules and guidelines that the lessees must sign and adhere to. The Grantee shall have no requirement or obligation to maintain or manage the Beach/Dock area other than to verify that the easement values are being followed. In the event of a change of ownership of the Property, the new owner shall be bound by the terms of this paragraph.

4.4 ***Beach Use.*** The Grantor reserves the right to use the beach for the Grantor's dues paying members only. The beach is and will continue to be a private beach not available for public use. The Grantor reserves the right to have a swim pier at the beach that is to be maintained by the Grantor. The Grantee shall not be required or obligated to maintain beach area, docks, or the boat house.

4.5 ***Boat House.*** The Grantor shall retain a boat house for storage purposes. The Grantor reserves the right to maintain and replace the existing boat house in the area identified as Beach/Dock. Any replacement of the existing boat house shall be limited to a building footprint no larger than two-hundred-twenty (220) square feet and a height not to exceed twelve (12) feet. No replacement of the boat house shall be allowed without notice being given to Grantee as provided in Section 5.

4.6 ***Benches***. The Grantor reserves the right to erect sitting benches within the Property. There is to be a limit of 6 benches in total and the length of each bench shall not to exceed 6' in length. No benches shall be erected without notice being given to Grantee as provided in Section 5.

4.7 ***Mowed Land.*** The Grantor retains the right to mow a portion of the Property referred to as The Parkland. The Parkland area shall never be expanded beyond its current footprint. [See legal description Exhibit C - The Parkland]. The Grantor retains the right to plant trees, bushes or plants in this area but all such plantings must be native plants only. Neither the Grantor nor the Grantee shall have any requirement to

maintain The Parkland. The Parkland may be allowed to revert back to a natural environment, but in no event can the Parkland be expanded beyond its current footprint.

4.8 ***Walking Paths.*** The Grantor and the Grantee, but not the general public, shall be entitled to use the walking paths on the Property provided such use is consistent with the conservation values set forth herein. Existing paths may be widened to no more than 6 feet in total width. No additional walking paths may be constructed or established. The materials for any existing walking path must be of a natural organic material and must be pesticide free. Neither the Grantor nor Grantee shall have responsibility to maintain the existing walking paths. No widening or improvements of the existing walking paths shall be undertaken without notice being given to Grantee as provided in Section 5.

4.9 ***Corporation Status.*** The Grantor reserves the right to restructure its business status from a for-profit organization to a not-for–profit organization. The Grantee shall honor the change and the Easement shall remain in effect and unchanged. The Grantee shall be notified at least 30 days prior to any change in the Grantor's organizational status.

## *5 Notice and Approval.*

5.1 ***Notice of Intention to Undertake Certain Permitted Actions.*** The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities is to afford Grantee an adequate opportunity to monitor the activities in question to ensure that they are designed and carried out in a manner that is not inconsistent with the purpose of this Easement. Whenever notice is required, Grantor shall notify Grantee in writing not less than thirty (30) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Easement.

5.2 ***Grantee's Approval.*** Where Grantee's approval is required, Grantee shall grant or withhold its approval in writing within thirty (30) days of receipt of Grantor's written request thereof and unless Grantee has provided a written response within that 30-day period, it will be deemed to have granted its approval. Grantee's approval may be withheld only upon a good faith determination by Grantee that the action as proposed would be inconsistent with the purpose of this Easement.

6 ***Grantee's Remedies.***

6.1 ***Notice of Violation; Corrective Action.*** If Grantee determines, in good faith, that a violation of the terms of this Easement has occurred or is threatened by Grantor, Grantee shall give written notice to Grantor of such violation and demand corrective action reasonably sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured to its condition prior to the injury in accordance with a plan approved by Grantee.

6.2 ***Injunctive Relief.*** If Grantor fails to cure its violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to said violation.

6.3 ***Scope of Relief.*** Grantee's rights under this Section 6 apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement may be inadequate and that Grantee may be entitled to the injunctive relief described in Section 6.2, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement. Grantee's remedies described in this Section 6 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

6.4 ***Self Help Remedy.*** In the event that Grantee is unable to obtain corrective action and/or restoration of the Property to the condition that existed prior to violation of the terms of the Easement, Grantee, in its sole discretion, may undertake such corrective action and/or restoration itself and shall be entitled to recover damages from the Grantor in the amount of said corrective action and/or restoration necessitated by Grantor's actions.

6.5 ***Forbearance.*** Forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any

breach by Grantor shall impair such right or remedy or be construed as a waiver.

6.6 ***Acts Beyond Grantor's Control.*** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control including, without limitation, fire, flood, storm, and earth movement, acts of third parties, or from any prudent action taken by Grantor under emergency conditions to prevent, or mitigate significant injury to the Property resulting from such causes.

6.7 ***Costs of Enforcement.*** All reasonable costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of amelioration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor; provided, however, that if Grantor ultimately prevails in a special enforcement action, Grantee shall bear Grantor's reasonable costs. This section shall in no way make Grantor liable for any costs related to damage to the Property if (i) the damage is caused by a party other than Grantor, or (ii) if the damage is caused after Grantor has passed title to a subsequent title holder.

6.8 ***Third Party Violations***. Notwithstanding the foregoing provisions of this Section 6, Grantee shall have the same rights and remedies against third parties for the violation of the terms of the Easement as Grantee would have against Grantor if the Grantor was responsible for the violation, and nothing in this Easement shall limit any other remedy that Grantee has at law or in equity against any third party for the violation of the terms of this Easement. All reasonable costs incurred by Grantee in enforcing the terms of this Easement against such third parties, including without limitation, costs and expenses of suit and reasonable attorneys fees, and any costs of amelioration necessitated by such violations of the terms of this Easement shall be borne by said third parties.

7 ***No Public Access.*** No right of access by the general public to any portion of the Property is conveyed by this Easement.

8 ***Costs, Liabilities, Taxes, and Environmental Compliance.***

8.1 ***Costs, Legal Requirements, and Liabilities.*** Grantor, its successors or assigns, shall bear all costs and liability of any kind related to the operation, upkeep, and maintenance of the Property, including the maintenance of adequate liability insurance coverage. Grantor shall defend, indemnify and hold Grantee harmless from any and all costs or liability for any personal injury or property damage occurring on or related to the Property or the existence of this Conservation Easement. Grantor

shall name Grantee as an additional insured on any general liability insurance policy carried by Grantor with respect to the Property.

8.2 ***Taxes.*** Grantor shall pay before delinquent all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement. The Grantee shall have the right, at its discretion, to pay any delinquent taxes or assessments on the Property, and shall then be entitled to reimbursement from the Grantor, or to maintain an action for the recovery of amounts expended by Grantee, including attorney fees. Grantee shall also have the authority but not the obligation to appeal the assessed value of the Property or otherwise attempt to reduce the amount of any taxes owed on the Property.

8.3 ***Representations and Warranties.*** Grantor represents and warrants that, to its actual knowledge:

8.3.1 No substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the Property;

8.3.2 There are not now any underground storage tanks located on the Property whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Property in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements;

8.3.3 Grantor and the Property are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Property and its use; and

8.3.4 No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or its use, nor do there exist any facts or circumstances that Grantor might reasonably expect to form the basis for any

such proceedings, investigations, notices, claims, demands, or orders.

8.4 ***Control.*** Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property in addition to that specified in this Easement, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to "The Property" within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), and I. C. 13-25-4-1 et seq.;

***9 Condemnation.***

9.1 ***Condemnation***. If all or any part of the Property is taken by exercise of the power of eminent domain, Grantor and Grantee shall act jointly to recover the full value of the interests in the Property subject to the taking or in lieu purchase and all direct or incidental damages resulting there from. All expenses reasonably incurred by Grantor and Grantee in connection with the taking shall be paid out of the amount recovered.

9.2 ***Proceeds.*** If this Easement is extinguished or terminated in whole or in part, the amount recovered, after payment of expenses, shall be divided as follows: Seventy-five percent (75%) to the Grantor, and Twenty-five percent (25%) to the Grantee. The Grantee shall use its share of any proceeds in a manner consistent with the conservation purposes of this Easement.

***10 Assignment.*** This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code (or any successor provision then applicable), and authorized to acquire and hold conservation easements under I. C. 32-23-5-1 (or any successor provision then applicable) or the laws of the United States. As a condition of such transfer, Grantee shall require that the conservation purpose that this grant is intended to advance continue to be carried out. Grantee agrees to give written notice to Grantor of an assignment at least thirty (30) days prior to the date of such assignment. The failure of Grantee to give such notice shall not affect the validity of such assignment nor shall it impair the validity of this Easement or limit its enforceability in any way. Grantor may assign its rights under this Easement. The terms and conditions of this Easement shall be binding on any entity that takes title to the Property. The Grantor shall notify the Grantee of a decision to pass title at which time the Grantee shall have the first right of refusal to title to the Property.

11 ***Subsequent Transfers.*** Grantor agrees to incorporate the terms of this Easement by reference in any deed or other legal instrument by which the Grantor divest itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least thirty (30) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

12 ***Estoppel Certificates.*** Upon request by Grantor, Grantee shall within thirty (30) days execute and deliver to Grantor, or to any party designated by Grantor, any document, including an estoppel certificate, which certifies, to the best of Grantee's knowledge, Grantor's compliance with any obligation of Grantor contained in this Easement or otherwise evidences the status of this Easement. Such certification shall be limited to the condition of the Property as of Grantee's most recent inspection. If Grantor requests more current documentation, Grantee shall conduct an inspection, at Grantor's expense, within thirty (30) days of receipt of Grantor's written request therefore.

13 ***Notices.*** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:
Pine Lake Assembly
PO Box 1394
La Porte, Indiana 46350

With copy to:
Ralph F. Howes
717 Indiana Avenue
La Porte, Indiana 46350
Telephone: (219) 326-7070
Facsimile: (219) 362-3018

To Grantee:
La Porte County Conservation Trust, Inc.
405 Maple Avenue
La Porte, Indiana 46350
Telephone: (219) 879-3564
Facsimile: (219) 872-4875

or to such other address as either party from time to time shall designate by written notice to the other.

14 ***Recordation.*** Grantor shall record this instrument in a timely fashion in the official records of La Porte County, Indiana, and Grantee may re-record it at any time as may be required to preserve its rights in this Easement.

## *15 General Provisions.*

15.1 ***Controlling Law.*** The interpretation and performance of this Easement will be governed by the laws of the State of Indiana.

15.2 ***Liberal Construction.*** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of the Uniform Conservation Easement Act of Indiana (I.C. §32-23-5-1 et seq.). If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

15.3 ***Severability.*** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affect thereby.

15.4 ***Entire Agreement.*** This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that is executed by all parties hereto.

15.5 ***No Forfeiture.*** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

15.6 ***Joint Obligation***. The obligations imposed by this Easement upon Grantor shall be joint and several.

15.7 ***Successors***. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The terms "Grantor" and "Grantee," wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and its personal representatives, heirs, successors, and assigns, and the above-named Grantee and its successors and assigns.

15.8 ***Termination of Rights and Obligations***. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

15.9 ***Captions***. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

15.10 ***Counterparts***. The parties may execute this instrument in one or more counterparts. Each counterpart shall be deemed an original instrument as against any party that has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

15.11 ***Legal Description***. The parties agree that if it is subsequently determined that the legal description of the Easement is incorrect, then the parties will undertake in good faith to have the legal description corrected to comply with the original intent of the parties regarding this Easement.

**TO HAVE AND TO HOLD** unto Grantee, its successors, and assigns forever.

* * * * *

**IN WITNESS WHEREOF** Grantor and Grantee have set their hands on the day and year first above written.

**Grantor**:

By: _____
Brian Dragos
Its: President

STATE OF INDIANA )
) SS:
COUNTY OF LAPORTE )

Before me, a Notary Public in and for said County and State, personally appeared Brian Dragos, who acknowledged the execution of the foregoing document on behalf of the Pine Lake Assembly, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 17th day of February, 2012.

My Commission Expires: 10/19/2015

_____
Paul M. Kohlhoff
Notary Public residing
in Porter County, Indiana

PAUL M. KOHLHOFF
MY COMMISSION EXPIRES
October 19, 2015
NOTARY SEAL
PORTER COUNTY
NOTARY PUBLIC, STATE OF INDIANA

## ACCEPTANCE

The foregoing Conservation Easement is hereby duly accepted by the LaPorte County Conservation Trust, Inc., this 17th day of February, 2012.

**Grantor**

By: _____
Dennis Richardson
Its: President

STATE OF INDIANA )
) SS:
COUNTY OF LAPORTE )

Before me, a Notary Public in and for said County and State, personally appeared Dennis Richardson, the President of LaPorte County Conservation Trust, Inc., who acknowledged the execution of the foregoing instrument, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 17th day of February, 2012.

My Commission Expires: 10/19/2015

_____
Paul M. Kohlhoff
Notary Public residing
in Porter County, Indiana

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.

_____
Paul M. Kohlhoff

## Exhibit A

## Legal Description – The Property

A parcel of land situated in the Northeast Quarter of Section 28, the Northwest Quarter of Section 27 and in the Southeast Quarter of Section 22, all in the Township 37 North, Range 3 West, LaPorte County, Indiana, lying Easterly of Holton Road and Southerly of Pine Ridge Addition, as recorded in the Plat Book 8, page 100 in the Office of the Recorder of LaPorte County, Indiana and being the fallowing County Parcel Identification Numbers.

- 04-06-27-103-001 Pce of Land E of Holton Rd In W1/2 NW ¼ known as Olivet Grove on Orig. Plat Indiana Baptist Assembly S27 T37 R3
- Roadway vacated 6/3/2009 located in Book, 2009r-07776
- 04-06-27-104-001 Ind. Baptist Assembly Pc. Of Land Adj. Pine Lake IN W 1/2 NW ¼ Known as Lakeview Park on Orig. Plat S27 T37 R3
- 04-06-22-359-036 Parcel BTW LT 1 Thru 17 Camp Harding & Pine Lake
- 04-06-22-359-037 Camp Harding LTS 1-17 INCL
- 04-06-22-359018 BTW Camp Hardin LTS 12 thru 17& Holton Road

## Exhibit B

## Legal Description – The Beach/Dock Area

A parcel of land situated in the Southwest Quarter of Section 22, Township 37 North, Range 3 West, LaPorte County, Indiana, being an area from the Southeasterly line of Lots 7 through 17 in Camp Harding, as recorded in Plat Book 2, page 15, in the Office of the Recorder of LaPorte County, Indiana to the Legal Level of Pine Lake and from the Southwesterly line of Pine Ridge Addition as recorded in the Plat Book 8, page 100 in the Office of the Recorder of LaPorte County, Indiana to a line 500 feet Southwesterly of the parallel with the Southwesterly line of said Pine Ridge Addition.

## Exhibit C

## Legal Description – The Parkland

A parcel of land situated in the Southwest Quarter of Section 22, Township 37 North, Range 3 West, LaPorte County, Indiana, being an area along Holton Road from the Southwesterly line of Pine Ridge Addition, Southwesterly to the South Line of Section 22, Township 37 North, Range 3 West, being from the Northeasterly right of way line of Holton Road to the top on existing bank going down the hill.