

## *RESTORING 40 ACRES AT HOBART NATURE DISTRICT – DESIGN-ENGINEERING REQUEST FOR PROPOSALS Q&A*

**Q:** The RFP it states that the proposal shall be submitted in a sealed envelope with all original pages intact. One (1) original proposal, two (2) hard copies, and one (1) digital copy must be submitted. Are you requiring wet signatures on the original or can they be digital signatures?

**A:** Either wet or digital is sufficient for our needs.

**Q:** Do Design Contractors have to provide an actual site design with the bid? In other words, do we submit plan sheets with our proposed trails, wetlands, habitats, etc.? Or will that be performed after the award of the contract?

**A:** Site design and plan sheets will be developed after the award of the contract.

**Q:** Will a topographic survey be required for this project? Would that be part of the \$90,000 or would that be separate?

**A:** Yes, while a land survey has already been conducted and there is not a lot of grade change on the site, a topographic survey should be conducted for accessibility purposes (ADA compliance of all walkways). The topographic survey should be part of the \$90,000 budget.

**Q:** Is a wetland delineation going to be required?

**A:** No.

**Q:** Will a tree survey be required or recommended?

**A:** Yes, a tree survey will be required, expounding on the land survey and stewardship plan that IN DNR completed as part of project preparation (authored by Potthoff, dated 1/29/2020), found in Appendix D of the RFP.

**Q:** Will the chosen design Contractor be precluded from bidding on the implementation phase?

**A:** No, we will be doing a separate RFP for the implementation portion of the project at the end of 2025.

**Q:** Will the stakeholder meetings coordinated by Delta and Lake County Parks be virtual or in person?

**A:** The Community Stakeholder Working Group meetings will largely be in person in Hobart (a minimum of five meetings by September 30, 2027). There will also be larger public meetings that take place in-person, as well as stakeholder engagements that take place virtually, such as small group discussions and individual interviews.

**Q:** Will MBE/WBEs (Minority and Women-Owned Business Enterprises) be rewarded with additional points?

**A:** MBE/WBE's are encouraged to apply, but they are not scored differently than others.

**Q:** Can you clarify if the implementation QAPP is for construction or data acquisition on site?

**A:** We're asking for two QAPPs, one focused on project implementation, and one outlining monitoring protocols to track the project's overall effectiveness after implementation work is complete. The implementation QAPP is for construction.

**Q:** Does the parking lot have to be a specific size? How many parking spaces are you looking for?

**A:** We anticipate around 10 or 12 max parking spaces.

**Q:** Do you have a budget for implementation work at this point?

**A:** We have a rough estimate for implementation, based on our grant award from NFWF. However, we are currently looking for match funding for the recreational aspects of the project implementation. Given the evolving nature of funding for the construction/implementation, it would be beneficial for the project design to incorporate options with flexibility and phasing. This approach will allow us to adapt to budget constraints and timeline adjustments more effectively. The Design Contractor is required to deliver preliminary implementation cost estimates with 30% of the design completion, and a final implementation cost estimate with 100% of the design completion.

**Q:** Being that the site is in close proximity to Robinson Lake and that the new trail implementation will connect to the lake trails and park area, are there any maintenance or other considerations that should be made on the southern edge of the site?

**A:** Lake County Parks and the Design Contractor will have to work with the City of Hobart on exactly how maintenance will take place. Robinson Lake Park is a public park owned by the city, and they are the ones in charge of the maintenance of Robinson Lake Park grounds. Lake County Parks will be in charge of maintenance of the 40-acre site. There will be additional coordination with Shirley Heinze Land Trust and IN DNR, who maintain the land north of the 40-acre site. These entities will be part of the Community Stakeholder Working Group.

**Q:** Can we get a copy of the conservation easement document?

**A:** Yes, the conservation easement document is attached to this document.

**Q:** Do you anticipate needing soil borings?

**A:** No.

**Q:** Will there be a pavilion on the site?

**A:** Not necessarily, but we are open to suggestions, perhaps near the overlook area or near the parking lot. We encourage Design Contractors to be creative with any recreational elements such as loop trails and educational signage, that enhance the site's functionality, accessibility, and community value. All suggestions should support ecological goals and recreational use.

**Q:** How many stakeholder meetings do you anticipate?

**A:** There will be a minimum of five in-person Community Stakeholder Working Group meetings over the course by September 30, 2027. We anticipate having at least two more in-person opportunities to meet with the Working Group by December 31, 2025, but it's up to the project team to determine if more are needed. Other opportunities for public meetings and individual or group interviews will be coordinated as well.

**Q:** Would the expectation on the stakeholder meetings be that the consultant is facilitating or providing technical support?

**A:** The Design Contractor will only need to provide technical support.

**Q:** Related to the project plans, is there a nearby nature center to this site that might have a lot of foot traffic? Or is it people coming and parking?

**A:** There is no nature center building near the site. There is a parking lot for Robinson Lake Park to the south of the site, and some Shirley Heinze Land Trust and IN DNR lots to the north. The parking lot that will be implemented in this project will be north of the site off of 49<sup>th</sup> Ave.

**Q:** For section 2.1, how many versions of the drawings are you looking for? Just one set and then you'll interact with the public and revise that for redesign? Or would you like different designs for community members to choose from?

**A:** We are asking that three rounds of feedback be integrated before 100% of the design and site work drawings are completed by December 31, 2025. We think it would be great to have several versions of designs to present to community members, but it will be up to the Design Contractor to decide on how to approach design versions.

**Q:** What do you think is an adequate site analysis for the design that's proposed (as opposed to having a minimum number of tasks to be completed)?

**A:** We want a full design that is acceptable for Lake County Parks and the community, and the design should be based on the Baseline Site Analysis and community input. The Baseline Site Analysis will build off of the land survey and stewardship plan that IN DNR completed as part of project preparation (authored by Potthoff, dated 1/29/2020), found in Appendix D of the RFP. Most of the site will be off the beaten path (more of a nature-preserve). We also anticipate having robust community input since it's the site of the former Serbian Orthodox Church banquet hall that hosted many meaningful community events, and many community members have fond memories of the site.

**Q:** Is the church that used to be on the site still active? Do they still exist?

**A:** The St. Sava Serbian Orthodox Church is not on the site anymore. They have relocated to Merrillville, IN and there are many community members still active. The church community will be represented in the Community Stakeholder Working Group.

**Q:** Would part of the community engagement be focused on preserving history from the church banquet hall specifically? Would site design require any signage of the church's history?

**A:** There may be elements of the design that acknowledge the church's history, events they hosted in the community, etc. If there are elements of historical preservation or signage, it will be determined through community engagement.

**Q:** Do you anticipate the Design Contractor having to do any work with the state SHPO (State Historic Preservation Office)?

**A:** When Lake County Parks Board acquired the property in 2021, they did a SHPO survey and there was nothing in the area to be concerned about. If we come across any findings during the implementation phase, we will do our best to document it. We have also submitted environmental compliance documents with National Fish and Wildlife Service, and the history of the land was submitted through that process, where nothing of note has been flagged.

**Q:** Is it accurate that this proposal is solely focused on contractors' project management approach and qualifications, as opposed to presenting an alternative restoration plan at this time? (For this submittal, we are not submitting our vision for the site).

**A:** Yes, that is correct. The project has been funded based on our initial plans to focus on stormwater management, habitat preservation and expansion, and recreational connectivity. We have specific metrics tied to these goals that we would like to accomplish. These include:

- Capture over 4.6 million stormwater gallons annually;
- Restore 5 acres of permanent wetland;
- Restore 30 acres of mesic oak savanna, including about 6 acres of ephemeral wetlands and 3 acres of wet prairie;
- Remove invasive species;
- Remove 3 acres of impervious surface and illegal dumping pollution; and
- Add public access to recreation and greenspace (2 acres for a trail, boardwalk, overlook, small parking lot, and wayfinding).

**Q:** Regarding criteria for selection, what portion of the 40 points allocated towards budget is awarded for meeting the \$90,000 budget versus coming in at a number that's lower?

**A:** We don't have a specific breakdown for the 40 points. It will depend on how comprehensive and aligned the submittal is compared to the price point. Lower priced bids may be scored higher.

**Q:** Are any of the wetlands Army Corps jurisdictional? Do you have a JD?

**A:** No, they are not jurisdictional; they are all isolated. We do not have a JD.

**Q:** Has IDEM (Indiana Department of Environmental Management) looked at these and would they be exempt? Will there be any access issues for avoiding certain areas when we need to get in the site for invasives removal?

**A:** IDEM has not looked into the project, but we don't anticipate having any issues with normal permitting processes for the work. There are some phragmites that have moved in on the south end of the parking lot where the building structure used to be, and parts of the site are quite degraded. We will be creating wetlands more in the long run. There is great access into the site from both the north and south ends.

**Q:** Do the trails, boardwalks, and parking lot need to be ADA compliant?

**A:** Yes.

**Q:** Where did the estimate to capture 4.6 millions gallons of stormwater come from?

**A:** During the proposal stage of the project, the project team used the STEPL model with the following assumptions:

- The site spans 40 acres.
- Precipitation data was sourced from the Lowell Weather Station in Lake County, Indiana.
- A hydrologic soil group of B was selected, indicating that the soil has moderate infiltration rates when thoroughly wet, consisting chiefly of moderately deep or deep, moderately well or well drained soils with moderately fine to moderately coarse textures. These soils have a moderate rate of water transmission.
- Currently, the land usage comprises 9.5 acres of developed vacant land, characterized

by impervious and compact soil (encompassing a deteriorating parking lot, entrance drive, fallow lawn/picnic area, previously mowed areas, and the former banquet center location. Among these, 3 acres are entirely impervious), alongside 30.5 acres of open land.

- Post-project completion, the land usage will consist of 30.5 acres of open land, and 85% of the former 9.5 acres of developed vacant land transformed into wetlands (with a 5 acres permanent wetland).
- As a result, the project achieves the following: annually capturing 4,601,015 gallons of stormwater, preventing 4.93 pounds of phosphorus, 1072.99 pounds of sediment, and 25.14 pounds of nitrogen from entering the system.

**Q:** Regarding the dumping that has occurred illegally, do we know what the material that was dumped is? Or is it just household waste?

**A:** Littered items have included old couches, carpets, and furniture, tree branches and other pruning debris from yards, a few car tires, and so forth. There have been no hazardous materials.

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GINA PIMENTEL  
RECORDER  
STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2023-006158

9:25 AM 2023 Feb 24

CONSERVATION EASEMENT

THIS INDENTURE WITNESSETH, that the **Lake County Park and Recreation Board** of Lake County, Indiana, "Grantor," for and in consideration of **\$30,000.00**, 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**, 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:

**Special Warranty Deed dated April 01, 2021 and recorded in the Office of the Recorder of Lake County, Indiana as Instrument Number 2021031020 on April, 08, 2021**

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 real estate containing the Easement Area was acquired in part by the Grantor with the assistance of Federal funds administered by the National Oceanic and Atmospheric Administration from 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 and will be managed by the Grantor pursuant to the restrictions enumerated in Exhibit "A" attached hereto. Federal regulations permanently restrict changes in its ownership or use notwithstanding any inconsistent state law;

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**

FEB 24 2023

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

## 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.
3. Conservation Values. Grantor and Holder are committed to preserving and protecting the natural, recreation and historical resource in 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 or as may be permitted with the prior written approval of the Holder;
  - 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 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 Grantor's 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, 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;
  - 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 (under IRS 501(c)3) 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 and for which no user fees are charged 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;
  - d) the right to construct and maintain visitor's facilities, including, but not limited to, visitor's center, restrooms, shelters, parking lots, educational kiosks and trails for visitors to the Easement Area, with the prior written approval of the Holder's Division of Outdoor Recreation prior to any development of 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 plants, the control and removal may be by manual or mechanical methods, by use of herbicides 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 cutting or harvesting of trees or wood products for sustainable forest management in a manner and as guided by a forest management plan prepared by a professional forester, which satisfies the current requirements of the US Forest Service's *Community Forest and Open Space Conservation Program*, and which has been approved in advance and in writing by the Department of Natural Resources Division of Forestry, which approval shall not be unreasonably withheld. The purpose of this paragraph is to encourage proper and sustainable forest management and discourage timber harvesting that may destroy the productive capacity of the woodlands.
  - g) 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;
  - h) 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; and,
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 in 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.

- 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.
  - 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 affect 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 affect 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 Nature Preserves, Lake Michigan Coastal Program Administrator, 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 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) 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) The Grantor acquired the real estate that will contain the Easement Area, with 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, Lake Michigan Coastal Program grant number CZ249, as originally dated October 20, 2020, 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.

- g) Subject the terms and provisions of a Grant of Easement set out in an instrument by and between John D Nichols and Stephen Mummery as recorded August 16, 1948 in Instrument Number 367199 in the Office of the Recorder of Lake County, Indiana.
- h) Subject the terms and provisions of a Grant of Easement set out in an instrument by and between St. Sava Serbian Orthodox Church, Inc and the City of Hobart, Indiana as recorded August 24, 1966 in Instrument Number 679067 in the Office of the Recorder of Lake County, Indiana.
- i) Subject the terms and provisions of an Easement and associated rights granted to Northern Indiana Public Service Company, an Indiana corporation by St. Sava Serbian Church of Gary, Indiana, Inc. as recorded April 8, 1969 in Instrument Number 11907 in the Office of the Recorder of Lake County, Indiana.
- j) Subject the terms and provisions, including a *Notice of Grant Restriction* and a *Grant of Development Rights, Conservation Restrictions and Public Access Easement*, in a **Special Warranty Deed dated April 01, 2021 and recorded in the Office of the Recorder of Lake County, Indiana as Instrument Number 2021031020 on April, 08, 2021**
- k) The property described herein was acquired in part pursuant to a monetary grant awarded to the Lake County Park and Recreation Board, (Grant Recipient). The purpose of this grant is to effect the goals of the U.S. Department of Agriculture (USDA) Forest Service's *Community Forest and Open Space Conservation Program* (Community Forest Program or CFP) in accordance with the provisions of Section 7A of the *Cooperative Forestry Assistance Act* (CFAA) of 1978 as amended. Such purposes are to provide public benefits to communities including economic benefits through sustainable forest management, environmental benefits including clean air, water, and wildlife habitat; benefits from forest-based educational programs; benefits from serving as models of effective forest stewardship; and recreational benefits secured with public access; and to acquire private forest lands that are threatened by conversion to nonforest uses. Program delivery is guided by the Community Forest Program regulations (36 CFR Part 230 Subpart A) (published 10/20/2011; 76 FR 65121). 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 with the USDA Forest Service is agreement number 20-DG- 11094200-068, and as may be amended, between the Lake County Park and Recreation Board and USDA Forest Service.

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 the 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 legal actions for the making of this conveyance have been duly taken by the Grantor and the County.

(end of page 8 of 11)

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 officers has set its hands and seals this the 8 day of August, 2022.

**Grantor: Lake County Park and Recreation Board**

BY:

James Basala  
James Basala, its 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 the CEO and Secretary of the Lake County Park and Recreation Board, and acknowledged the execution of the foregoing Conservation Easement this 8 day of August, 2022. Witness my hand and seal.*

Marsha A. Rodriguez, Signature  
Notary Public

Marsha A Rodriguez, Printed

My Commission Expires: April 4, 2030

County of Residence: Lake

My Commission Number: NP0740300



**APPROVED and ACCEPTED:**  
**Indiana Department of Natural Resources**

By: Daniel W. Bortner

Date: 9/28/22

Printed: Daniel W. Bortner  
For: Daniel W. Bortner  
Director

**APPROVED and ACCEPTED:**  
**Indiana Department of Administration**

By: Tammara J. Glickman

Date: 11/4/2022

Printed: Tammara J. Glickman  
For: Rebecca Holwerda  
Commissioner

**APPROVED and ACCEPTED:**  
**Indiana State Budget Agency**

By: Evan Kalember

Date: 11/18/2022

Printed: Evan Kalember  
For: Zachery Q. Jackson  
Director

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

By: James Harry, Deputy AG

Date: 12/20/2022

Printed: James Harry, Deputy AG  
For: Theodore E. Rokita  
Attorney General of Indiana

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

**GRANTOR'S PERMANENT MAILING ADDRESS:**

Lake County Park and Recreation Board  
8411 E. Lincoln Highway  
Crown Point, IN 46307

**RETURN RECORDED INSTRUMENT TO:**

Division of Land Acquisition  
Indiana Department of Natural Resources  
402 West Washington Street, Room #255-A  
Indianapolis, IN 46204

**For State Land Office Use:**

**THIS DOCUMENT PREPARED BY:**

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



## **EXHIBIT "A"**

### ***Legal Description for Conservation Easement over lands conveyed to Lake County Park and Recreation Board (GEO tract)***

***Page 1 of 3***

The following described real estate located in Hobart Township of Lake County, Indiana, and being intended to be the same real estate conveyed to Lake County Park and Recreation Board by Special Warranty Deed dated April, 01, 2021 and recorded in the Office of the Recorder of Lake County, Indiana as Instrument Number 2021031020 on April, 08, 2021 and being more particularly described as follows:

The Northwest Quarter of the Southwest Quarter of Section 35, Township 36 North, Range 8 West of the Second Prime Meridian, Lake County, Indiana

Also being Lake County Parcel Number: 44-08-35-300-005.000-018

Property Address: 4101 West 49<sup>th</sup> Avenue, Hobart, IN 46342

Containing a total of 40.02 acres, more or less, and all being subject to all other legal rights of way, restriction, covenants and easements existing or of record affecting said real estate.

**End of page 1 of 3  
(Continued on page 2 of 3)**

**EXHIBIT "A"**  
***Legal Description for Lake County Park and Recreation Board (GEO tract)***  
***Page 2 of 3***

**NOTICE OF LAKE MICHIGAN COASTAL PROGRAM USE RESTRICTIONS**

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, Lake Michigan Coastal Program grant number CZ249, as originally dated October 20, 2020, and as may be amended ("Grant Agreement"), between the Lake County park and Recreation Board 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;
- 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;

**EXHIBIT "A"**  
***Legal Description for Lake County Park and Recreation Board (GEO tract)***  
***Page 3 of 3***

- 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.

**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.