

For Sale

INCREDIBLE SPORTSMAN'S AND CONSERVATION PROPERTY

- 2 LARGE PONDS-GREAT FISHING • 2 HOMESTEAD POSSIBILITIES • BEAUTIFUL WOODED VIEWS AND ROLLING TERRAIN • EXISTING TRAIL SYSTEM THROUGHOUT THE PROPERTY
- OUTSTANDING HUNTING • GREAT VARIATION OF YOUNG AND MATURE TIMBER



167.99± Acres

Listing Price: \$10,000/acre

DIRECTIONS: From Columbia City: At the intersection of US 30 and W Lincolnway, head northwest on W Lincolnway for 2 miles. Then turn left onto W 200 N. The property will be in 2.5 miles.

FROM LARWILL: From the intersection of US 30 and SR 5: head east on us 30 for half a mile, then turn left to head north on N 650 W. After half a mile, turn right to head east on Plattner P. 15



LISTING INFORMATION BOOKLET

...and natural habitats
...and wildlife. Because of this, there is an abundance of deer, turkey, and waterfowl drawn to the property. The property consists of several variations of hardwood timber and pines, which can be harvested as specified in the conservation easement. The conservation easement also allows for the construction of 2 homes on the property. Come inspect this one-of-a-kind property for yourself!



The information on this sheet is subject to verification and no liability for errors or omissions is assumed by the Schrader Agency.

DILLON • RDS36W



800-451-2709
260-244-7606
SchraderAuction.com/listings

Listing Agent:
RD Schrader • rd@schraderauction.com

DISCLAIMER:

This information booklet includes information obtained or derived from third-party sources. Although believed to be accurate and from reliable sources, such information is subject to verification and is not intended as a substitute for a prospective buyer's independent review and investigation of the property. Prospective buyers are responsible for completing their own due diligence.

THIS PROPERTY IS OFFERED "AS IS, WHERE IS". NO WARRANTY OR REPRESENTATION, STATED OR IMPLIED, IS MADE CONCERNING THE PROPERTY. Without limiting the foregoing, Owner and Auction Company and their respective agents and representatives, assume no liability for (and disclaim any and all promises, representations and warranties with respect to) the information and reports contained herein.

**LISTING
AGENT**

RD SCHRADER • 800-451-2709



SCHRADER REAL ESTATE & AUCTION CO., INC.

950 N. Liberty Dr., Columbia City, IN 46725

260-244-7606 or 800-451-2709

SchraderAuction.com

BOOKLET INDEX

- **LOCATION MAP & AERIAL MAP** **Page 5-7**
- **FSA INFORMATION** **Page 9-15**
- **TAX INFORMATION** **Page 17-26**
- **CONSERVATION EASEMENT** **Page 27-77**
- **PHOTOS** **Page 79-92**

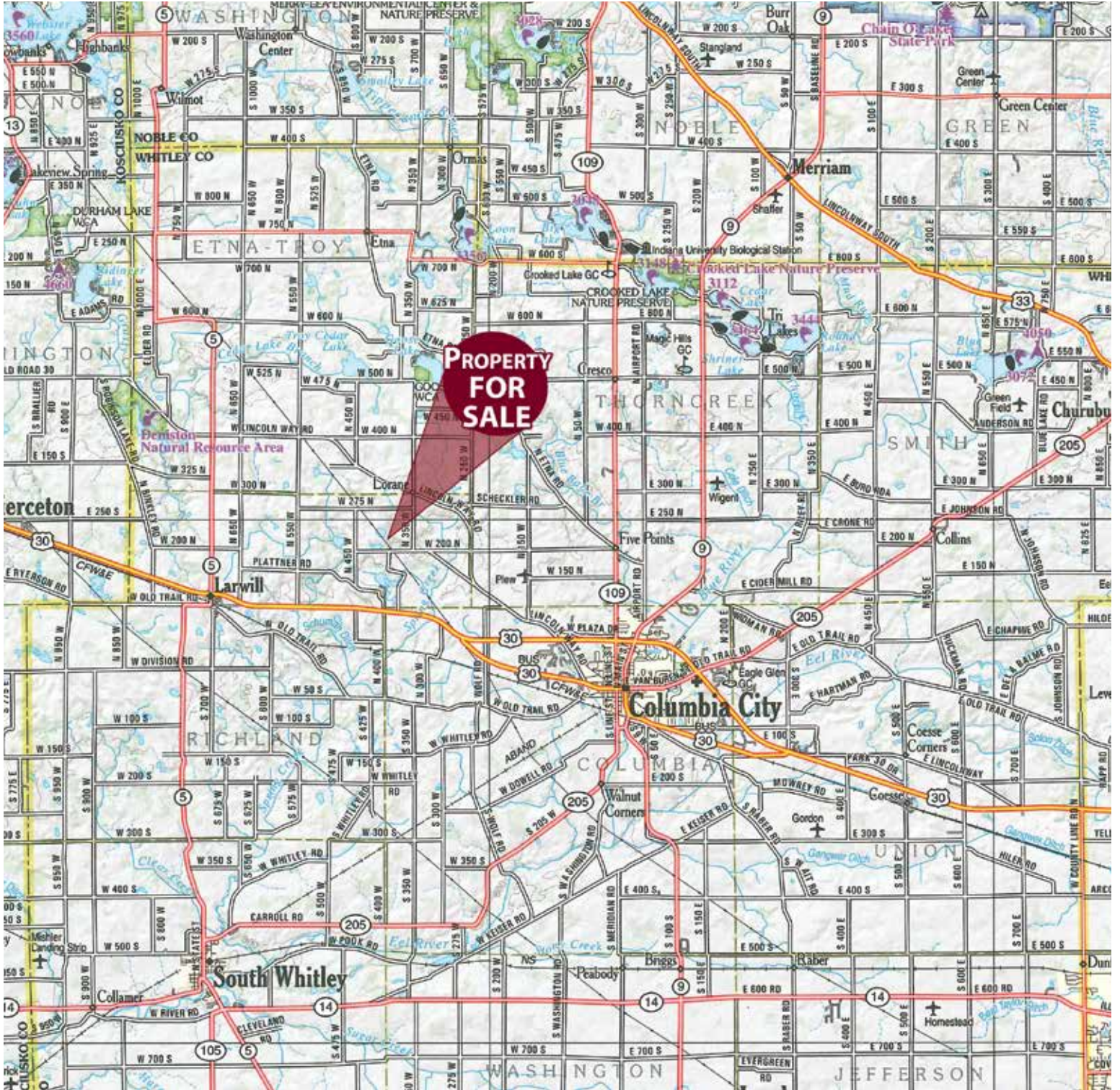


11± ACRE POND

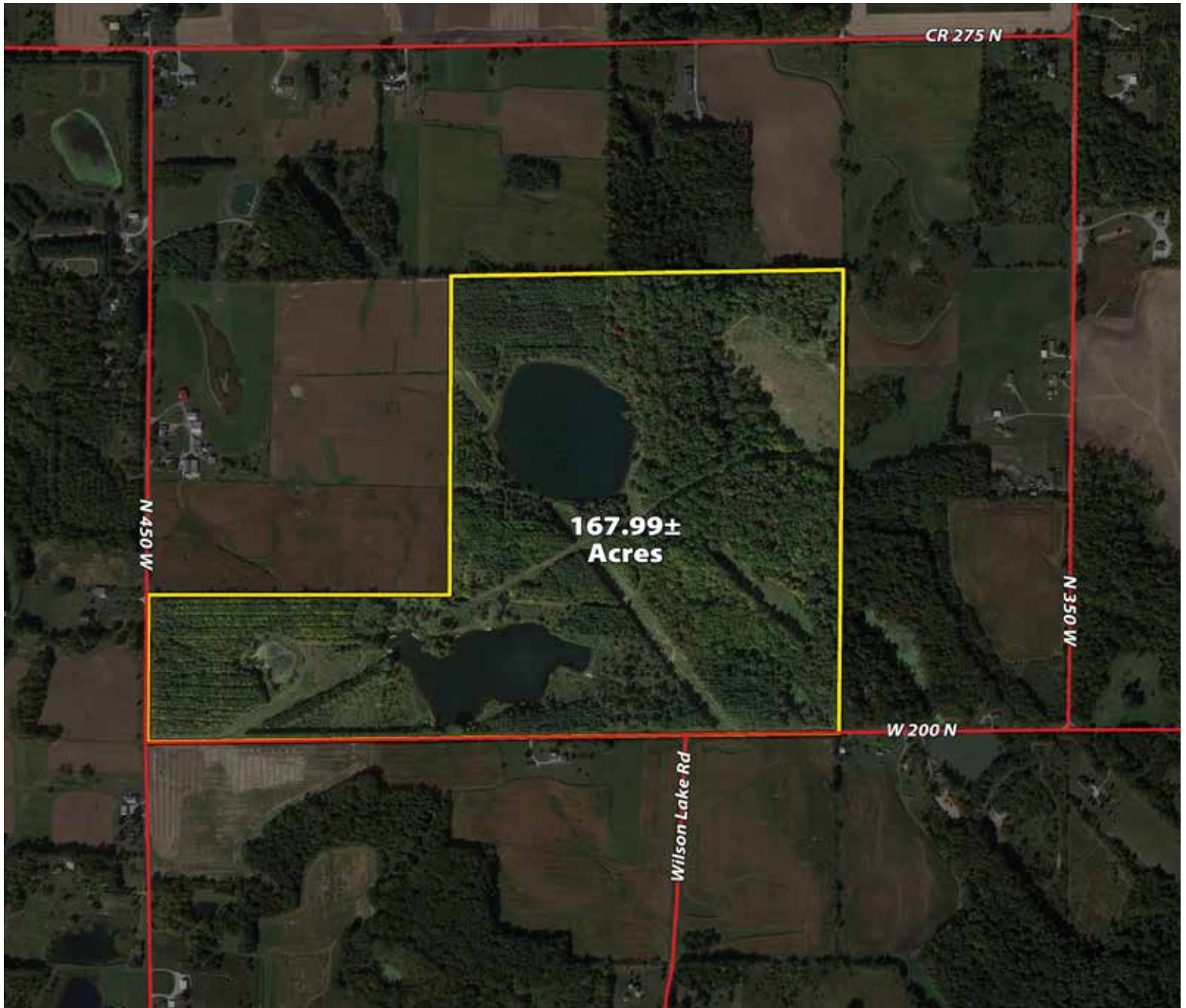


LOCATION & AERIAL MAP

LOCATION MAP



AERIAL MAP





FSA INFORMATION

FSA INFORMATION

INDIANA
KOSCIUSKO
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 7297
Prepared : 12/19/23 2:35 PM CST
Crop Year : 2024

Tract 16626 Continued ...

Owners : DILLON REVOCABLE LIVING TRUST DATED 2/12/14
Other Producers : None
Recon ID : None

Tract Land Data

| Farm Land | Cropland | DCP Cropland | WBP | EWP | WRP | GRP | Sugarcane |
|--------------------|--------------------|------------------------|----------------|--------|------|----------------------|-----------|
| 162.30 | 129.31 | 129.31 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| State Conservation | Other Conservation | Effective DCP Cropland | Double Cropped | CRP | MPL | DCP Ag. Rel Activity | SOD |
| 0.00 | 0.00 | 0.00 | 0.00 | 129.31 | 0.00 | 0.00 | 0.00 |

DCP Crop Data

| Crop Name | Base Acres | CCC-505 CRP Reduction Acres | PLC Yield |
|-----------|------------|-----------------------------|-----------|
| | | | |

NOTES

| |
|--|
| |
|--|

Tract Number : 17304

Description : E3/2A/T32N R8E/SEC 26 Richland Twp. Whitley County
FSA Physical Location : INDIANA/WHITLEY
ANSI Physical Location : INDIANA/WHITLEY
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Wetland determinations not complete
WL Violations : None
Owners : DILLON REVOCABLE LIVING TRUST DATED 2/12/14
Other Producers : None
Recon ID : None

Tract Land Data

| Farm Land | Cropland | DCP Cropland | WBP | EWP | WRP | GRP | Sugarcane |
|--------------------|--------------------|------------------------|----------------|-------|------|----------------------|-----------|
| 110.72 | 14.60 | 14.60 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| State Conservation | Other Conservation | Effective DCP Cropland | Double Cropped | CRP | MPL | DCP Ag. Rel Activity | SOD |
| 0.00 | 0.00 | 0.00 | 0.00 | 14.60 | 0.00 | 0.00 | 0.00 |

DCP Crop Data

| Crop Name | Base Acres | CCC-505 CRP Reduction Acres | PLC Yield |
|-----------|------------|-----------------------------|-----------|
| Wheat | 0.00 | 1.50 | 0 |
| Corn | 0.00 | 23.90 | 0 |

TOTAL 0.00 25.40

FSA INFORMATION

USDA Farm 7297 Tract 17304

Map prepared on: 11/28/2023

Administered by: Kosciusko County, Indiana

110.72 Tract acres
 14.6 Cropland acres
 14.6 CRP acres

□ CRP

□ CLU **Whitley**

Wetland Determination Identifiers:

● Restricted Use

▼ Limited Restrictions

■ Exempt from Conservation Compliance Provisions



Source: Primarily USDA NAIP 2022 imagery; IDHS or Dynamap roads; FSA data 2023-11-28 09:12:40

| CLU | Acres | HEL | LC | Contract | Prac | Yr | C | I |
|-----|-------|-----|----|----------|------|----|---|---|
| 5 | 6.7 | H | 2 | 10030 | 3A | 27 | Y | |
| 6 | 6.0 | H | 2 | 11468 | 23A | 33 | Y | |
| 7 | 0.4 | H | 2 | 10030 | 3A | 27 | Y | |
| 10 | 1.5 | H | 2 | 11468 | 23A | 33 | Y | |



Farm 7297 Tract 17304

USDA FSA maps are for FSA program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts information provided directly from the producer and/or NAIP imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. The USDA Farm Service Agency assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact NRCS

FSA INFORMATION

INDIANA
KOSCIUSKO
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 7297
Prepared : 12/19/23 2:35 PM CST
Crop Year : 2024

Tract 17304 Continued ...

NOTES

Tract Number : 17305

Description : E3/21/T32N R8E/SEC 26 Richland Twp. Whitley County
FSA Physical Location : INDIANA/WHITLEY
ANSI Physical Location : INDIANA/WHITLEY
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Wetland determinations not complete
WL Violations : None
Owners : DILLON REVOCABLE LIVING TRUST DATED 2/12/14
Other Producers : None
Recon ID : None

Tract Land Data

| Farm Land | Cropland | DCP Cropland | WBP | EWP | WRP | GRP | Sugarcane |
|--------------------|--------------------|------------------------|----------------|-------|------|----------------------|-----------|
| 21.80 | 21.80 | 21.80 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| State Conservation | Other Conservation | Effective DCP Cropland | Double Cropped | CRP | MPL | DCP Ag. Rel Activity | SOD |
| 0.00 | 0.00 | 0.00 | 0.00 | 21.80 | 0.00 | 0.00 | 0.00 |

DCP Crop Data

| Crop Name | Base Acres | CCC-505 CRP Reduction Acres | PLC Yield |
|--------------|-------------|-----------------------------|-----------|
| Wheat | 0.00 | 1.60 | 0 |
| Corn | 0.00 | 24.10 | 0 |
| TOTAL | 0.00 | 25.70 | |

NOTES

Tract Number : 17306

Description : E3/2A/T32N R8E/SEC 26 Richland Twp. Whitley County
FSA Physical Location : INDIANA/WHITLEY
ANSI Physical Location : INDIANA/WHITLEY
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Wetland determinations not complete
WL Violations : None
Owners : DILLON REVOCABLE LIVING TRUST DATED 2/12/14
Other Producers : None
Recon ID : None

FSA INFORMATION

USDA Farm 7297 Tract 17305

Map prepared on: 8/2/2022

Administered by: Kosciusko County, Indiana

21.8 Tract acres
 21.8 Cropland acres
 21.8 CRP acres

CRP

CLU *Whitley*



Wetland Determination Identifiers:

- Restricted Use
- ▼ Limited Restrictions
- Exempt from Conservation Compliance Provisions

Source: Primarily USDA NAIP 2020 imagery; IDHS or Dynamap roads; FSA data 2022-08-02 09:15:07



| CLU | Acres | HEL | LC | Contract | Prac | Yr | CI |
|-----|-------|-----|----|----------|------|----|----|
| 1 | 8.2 | H | 2 | 10028 | 3A | 27 | Y |
| 2 | 3.1 | H | 2 | 10028 | 3A | 27 | Y |
| 3 | 10.5 | H | 2 | 10028 | 3A | 27 | Y |

Farm 7297 Tract 17305



USDA FSA maps are for FSA program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts information provided directly from the producer and/or NAIP imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. The USDA Farm Service Agency assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact NRCS

FSA INFORMATION

KOSCIUSKO
Form: FSA-156EZ



Abbreviated 156 Farm Record

Prepared : 12/19/23 2:35 PM CST
Crop Year : 2024

Tract 17306 Continued ...

| Tract Land Data | | | | | | | |
|--------------------|--------------------|------------------------|----------------|-------|------|----------------------|-----------|
| Farm Land | Cropland | DCP Cropland | WBP | EWP | WRP | GRP | Sugarcane |
| 31.91 | 18.31 | 18.31 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| State Conservation | Other Conservation | Effective DCP Cropland | Double Cropped | CRP | MPL | DCP Ag. Rel Activity | SOD |
| 0.00 | 0.00 | 1.91 | 0.00 | 16.40 | 0.00 | 0.00 | 0.00 |

| DCP Crop Data | | | |
|---------------|-------------|-----------------------------|-----------|
| Crop Name | Base Acres | CCC-505 CRP Reduction Acres | PLC Yield |
| Wheat | 0.00 | 1.50 | 0 |
| Corn | 0.00 | 5.40 | 0 |
| TOTAL | 0.00 | 6.90 | |

| NOTES |
|-------|
| |

Tract Number : 17930

Description : 1/2MILE SOF 200N & 1/2MILE E OF PAWPAW PK MIAMI CO

FSA Physical Location : INDIANA/MIAMI

ANSI Physical Location : INDIANA/MIAMI

BIA Unit Range Number :

HEL Status : HEL field on tract.Conservation system being actively applied

Wetland Status : Tract does not contain a wetland

WL Violations : None

Owners : DILLON REVOCABLE LIVING TRUST DATED 2/12/14

Other Producers : None

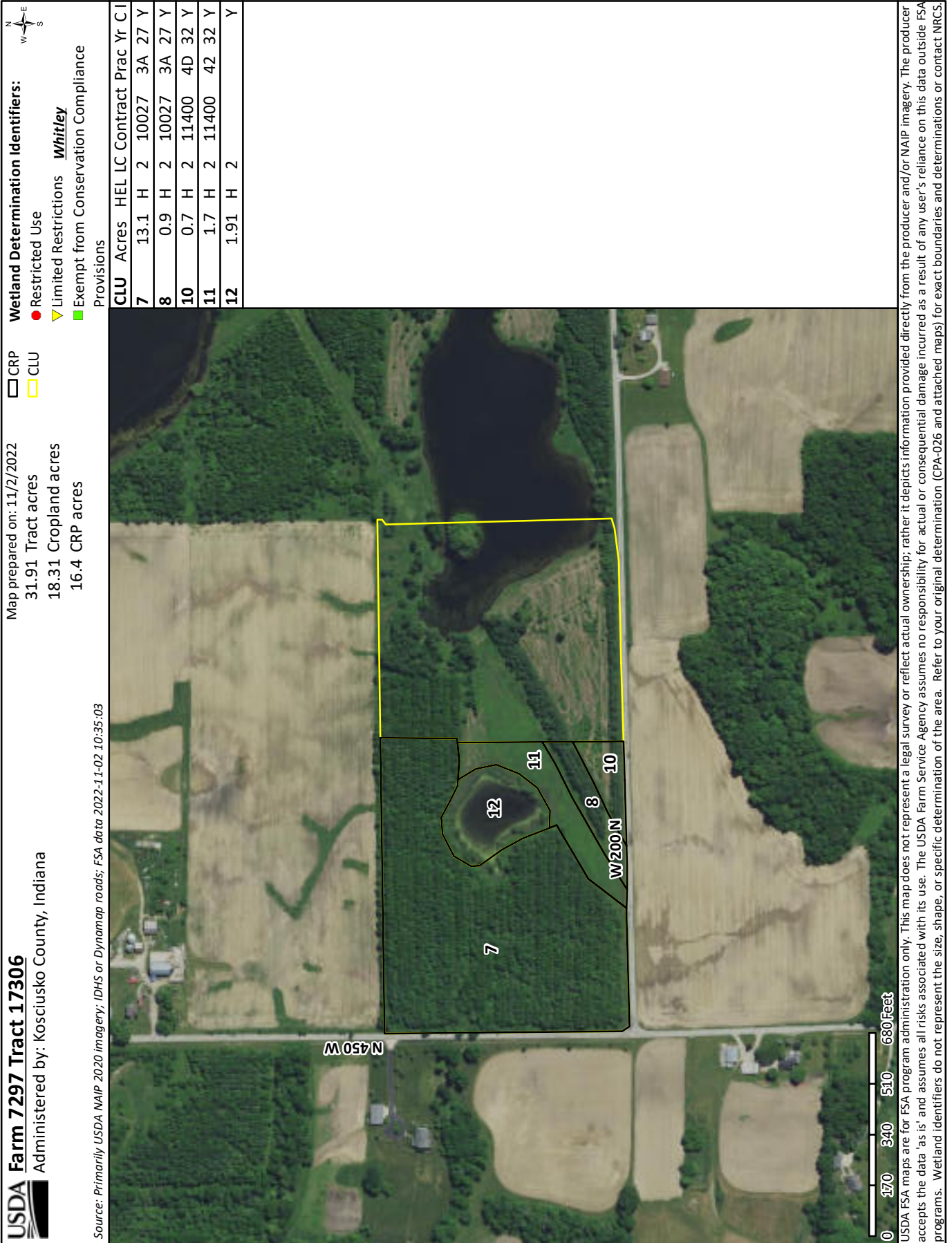
Recon ID : None

| Tract Land Data | | | | | | | |
|--------------------|--------------------|------------------------|----------------|-------|------|----------------------|-----------|
| Farm Land | Cropland | DCP Cropland | WBP | EWP | WRP | GRP | Sugarcane |
| 170.42 | 58.20 | 58.20 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| State Conservation | Other Conservation | Effective DCP Cropland | Double Cropped | CRP | MPL | DCP Ag. Rel Activity | SOD |
| 0.00 | 0.00 | 0.00 | 0.00 | 58.20 | 0.00 | 0.00 | 0.00 |

| DCP Crop Data | | | |
|---------------|------------|-----------------------------|-----------|
| Crop Name | Base Acres | CCC-505 CRP Reduction Acres | PLC Yield |
| | | | |

| NOTES |
|-------|
| |

FSA INFORMATION





TAX INFORMATION

TAX INFORMATION

Beacon - Whitley County, IN - Parcel Report: 92-02-26-000-302.000-007

12/21/23, 5:31 PM

Whitley County, IN

Summary

Parcel ID 92-02-26-000-302.000-007
Property Address W 200 N
Columbia City, IN, 46725
Brief Legal Description PT W2 S2 (CF #2008020439 91.409A) S26 T32 R8 109.155A
(Note: Not to be used on legal documents)
Instrument Nbr N/A
Doc Nbr N/A
Tax District Richland Township
Tax Rate Code 978343 - ADV TAX RATE
Property Type 65 - Agricultural
Acreage 109.155

Due to how data is pulled from the Auditor's property tax software, the information shown here may be incomplete if it involves combined and/or split parcels. FOR SPLIT AND/OR COMBINED PARCELS, please contact the Auditor's Office for property ownership and parcel numbers, the Treasurer's Office for question related to property taxes due, or the Assessor's Office for information on assessed values.

Owners

Deeded Owner
[Dillon, Gary P & Judith Ann, Co-Trustees Of The Dillon Revocable Living Trust](#)
8378 E Ryerson Rd
Piercetown, IN 46562

Taxing District

County: Whitley
Township: RICHLAND TOWNSHIP
State District 007 RICHLAND TOWNSHIP
Local District: 050
School Corp: WHITKO COMMUNITY
Neighborhood: 920710-007 RICHLAND AG & RURAL

Site Description

Topography: Flat
Public Utilities: Electricity
Street or Road: Paved
Area Quality: Static
Parcel Acreage: 109.155
Class: 100 - Vacant Land

Land

| Land Type | Soil ID | Act Front. | Eff. Depth | Size | Rate | Adj. Rate | Ext. Value | Infl. % | Value |
|-------------------|---------|------------|------------|---------|------------|------------|-------------|------------|------------|
| Road Right of Way | AE | 0 | 0 | 0.9240 | \$1,900.00 | \$1,615.00 | \$1,492.26 | (\$100.00) | \$0.00 |
| Utility Towers | AE | 0 | 0 | 0.1250 | \$1,900.00 | \$1,615.00 | \$201.88 | (\$100.00) | \$0.00 |
| Classified Forest | BMB2 | 0 | 0 | 2.7380 | \$1,900.00 | \$1,615.00 | \$4,421.87 | (\$100.00) | \$0.00 |
| Classified Forest | CO | 0 | 0 | 8.3020 | \$1,900.00 | \$2,014.00 | \$16,720.23 | (\$100.00) | \$0.00 |
| Classified Forest | GTB3 | 0 | 0 | 0.8240 | \$1,900.00 | \$1,292.00 | \$1,064.61 | (\$100.00) | \$0.00 |
| Classified Forest | MD | 0 | 0 | 0.3200 | \$1,900.00 | \$1,292.00 | \$413.44 | (\$100.00) | \$0.00 |
| Classified Forest | MVB2 | 0 | 0 | 9.4960 | \$1,900.00 | \$1,463.00 | \$13,892.65 | (\$100.00) | \$0.00 |
| Classified Forest | MVC2 | 0 | 0 | 18.3400 | \$1,900.00 | \$1,292.00 | \$23,695.28 | (\$100.00) | \$0.00 |
| Classified Forest | MVD2 | 0 | 0 | 11.5560 | \$1,900.00 | \$1,615.00 | \$18,662.94 | (\$100.00) | \$0.00 |
| Classified Forest | MVE2 | 0 | 0 | 19.6640 | \$1,900.00 | \$950.00 | \$18,680.80 | (\$100.00) | \$0.00 |
| Classified Forest | MXC3 | 0 | 0 | 4.8640 | \$1,900.00 | \$1,140.00 | \$5,544.96 | (\$100.00) | \$0.00 |
| Classified Forest | MXD3 | 0 | 0 | 3.8050 | \$1,900.00 | \$950.00 | \$3,614.75 | (\$100.00) | \$0.00 |
| Classified Forest | MZ | 0 | 0 | 5.6250 | \$1,900.00 | \$1,786.00 | \$10,046.25 | (\$100.00) | \$0.00 |
| Classified Forest | PW | 0 | 0 | 4.4720 | \$1,900.00 | \$2,109.00 | \$9,431.45 | (\$100.00) | \$0.00 |
| Classified Forest | RCB | 0 | 0 | 1.3430 | \$1,900.00 | \$1,786.00 | \$2,398.60 | (\$100.00) | \$0.00 |
| Classified Forest | W | 0 | 0 | 0.0260 | \$1,900.00 | \$950.00 | \$24.70 | (\$100.00) | \$0.00 |
| Farm Ponds | W | 0 | 0 | 16.6970 | \$1,900.00 | \$950.00 | \$15,862.15 | (\$40.00) | \$9,520.00 |

TAX INFORMATION

Beacon - Whitley County, IN - Parcel Report: 92-02-26-000-302.000-007

12/21/23, 5:31 PM

Classified Forest WA 0 0 0.0340 \$1,900.00 \$1,615.00 \$54.91 (\$100.00) \$0.00

Sales

| Date | New Owner | Doc ID | Book/Page | Sale Price |
|-----------|--|------------|-----------|------------|
| 3/20/2014 | Dillon, Gary P & Judith Ann, Co-Trustees of the Di | 2014030297 | | \$0.00 |
| 2/29/2008 | Dillon, Judith Ann | 2008020439 | | \$0.00 |
| 6/14/1999 | ADD CLASSIFIED FOREST 91.409A | | 9906/355 | \$0.00 |
| 1/29/1993 | DILLON G FROM NICODEMUS W & P | | 9301/520 | \$0.00 |
| | | | | \$0.00 |

Valuation

| | 2022 Pay 2023 | 2021 Pay 2022 | 2020 Pay 2021 | 2019 Pay 2020 | 2018 Pay 2019 | 2017 Pay 2018 |
|------------------------|---------------|---------------|---------------|---------------|---------------|---------------|
| + Land Value | \$8,800 | \$7,800 | \$7,700 | \$9,000 | \$9,400 | \$10,500 |
| + Improvements Value | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| = Total Assessed Value | \$8,800 | \$7,800 | \$7,700 | \$9,000 | \$9,400 | \$10,500 |

Tax History

Delinquent payments made after the fall due date will still show due in the year they were originally assessed. If paid, payment will show in the next tax year.

| | 2022 Pay 2023 | 2021 Pay 2022 | 2020 Pay 2021 | 2019 Pay 2020 | 2018 Pay 2019 | 2017 Pay 2018 |
|--------------------|-----------------------------------|----------------------------------|----------------------------------|-----------------|-----------------------------------|-----------------|
| + Spring Tax | \$68.91 | \$70.32 | \$71.12 | \$84.90 | \$92.90 | \$102.99 |
| + Spring Penalty | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| + Spring Annual | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| + Fall Tax | \$68.91 | \$70.32 | \$71.12 | \$84.90 | \$92.90 | \$102.99 |
| + Fall Penalty | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| + Fall Annual | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| + Delq NTS Tax | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| + Delq NTS Pen | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| + Delq TS Tax | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| + Delq TS Pen | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| + Other Assess | \$54.58 | \$145.33 | \$145.33 | \$0.00 | \$54.58 | \$0.00 |
| | 5057-000a-Birch-King - \$54.58 | 5353-000a-Keiser C - \$145.33 | 5353-000a-Keiser C - \$145.33 | | 5057-000a-Birch-King - \$54.58 | |
| + Advert Fee | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| + Tax Sale Fee | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| + NSF Fee | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| PTRC | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| HMST Credit | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Circuit Breaker | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Over 65 CB | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| = Charges | \$192.40 | \$285.97 | \$287.57 | \$169.80 | \$240.38 | \$205.98 |
| - Surplus Transfer | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| - Credits | (\$192.40) | (\$285.97) | (\$287.57) | (\$169.80) | (\$240.38) | (\$205.98) |

TAX INFORMATION

Beacon - Whitley County, IN - Parcel Report: 92-02-26-000-302.000-007

12/21/23, 5:31 PM

| | | | | | | |
|-------------|--------|--------|--------|--------|--------|--------|
| = Total Due | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
|-------------|--------|--------|--------|--------|--------|--------|

Property taxes for 2022 Pay 2023 are certified.

First installment for 2022 Pay 2023 tax is due May 10th. The second installment is due November 13th.

Payments

| Year | Receipt # | Transaction Date | Amount |
|---------------|-----------|------------------|----------|
| 2022 Pay 2023 | 1216141 | 4/12/2023 | \$192.40 |
| 2021 Pay 2022 | 1177781 | 4/12/2022 | \$285.97 |
| 2020 Pay 2021 | 1140548 | 4/16/2021 | \$287.57 |
| 2019 Pay 2020 | 1111450 | 4/15/2020 | \$169.80 |
| 2018 Pay 2019 | 1100374 | 4/24/2019 | \$240.38 |
| 2017 Pay 2018 | 1058547 | 4/17/2018 | \$205.98 |

Property Record Cards

[2021 Property Record Card \(PDF\)](#)

[2022 Property Record Card \(PDF\)](#)

[2023 Property Record Card \(PDF\)](#)

No data available for the following modules: Residential Dwellings, Improvements, Transfer History, Deductions, Sketches.

Whitley County and its officials, employees, agents, departments and personnel makes no representation or warranty as to the accuracy of the Information and in particular its accuracy as to labeling, dimensions, contours, property boundaries, or placement or location of any map features on this website.

[| User Privacy Policy](#) | [GDPR Privacy Notice](#)

[Last Data Upload: 12/21/2023, 4:24:13 AM](#)

[Contact Us](#)

Developed by



TAX INFORMATION

Beacon - Whitley County, IN - Parcel Report: 92-02-26-000-304.000-007

12/21/23, 5:32 PM

Whitley County, IN

Summary

Parcel ID 92-02-26-000-304.000-007
Property Address W 200 N
Columbia City, IN, 46725
Brief Legal Description PT W2 SE4 (CF #2008020439 23.181A) S26 T32 R8 26.202A
(Note: Not to be used on legal documents)
Instrument Nbr N/A
Doc Nbr N/A
Tax District Richland Township
Tax Rate Code 978343 - ADV TAX RATE
Property Type 65 - Agricultural
Acreage 26.202

Due to how data is pulled from the Auditor's property tax software, the information shown here may be incomplete if it involves combined and/or split parcels. FOR SPLIT AND/OR COMBINED PARCELS, please contact the Auditor's Office for property ownership and parcel numbers, the Treasurer's Office for question related to property taxes due, or the Assessor's Office for information on assessed values.

Owners

Deeded Owner
[Dillon, Gary P & Judith Ann, Co-Trustees Of The Dillon Revocable Living Trust](#)
8378 E Ryerson Rd
Piercetown, IN 46562

Taxing District

County: Whitley
Township: RICHLAND TOWNSHIP
State District 007 RICHLAND TOWNSHIP
Local District: 050
School Corp: WHITKO COMMUNITY
Neighborhood: 920710-007 RICHLAND AG & RURAL

Site Description

Topography: Rolling
Public Utilities: Electricity
Street or Road: Paved
Area Quality: Static
Parcel Acreage: 26.202
Class: 100 - Vacant Land

Land

| Land Type | Soil ID | Act Front. | Eff. Depth | Size | Rate | Adj. Rate | Ext. Value | Infl. % | Value |
|-------------------|---------|------------|------------|--------|------------|------------|-------------|------------|------------|
| Road Right of Way | AE | 0 | 0 | 0.1000 | \$1,900.00 | \$1,615.00 | \$161.50 | (\$100.00) | \$0.00 |
| Utility Towers | AE | 0 | 0 | 0.2500 | \$1,900.00 | \$1,615.00 | \$403.75 | (\$100.00) | \$0.00 |
| Classified Forest | BMB2 | 0 | 0 | 3.0520 | \$1,900.00 | \$1,615.00 | \$4,928.98 | (\$100.00) | \$0.00 |
| Classified Forest | GSB2 | 0 | 0 | 1.4010 | \$1,900.00 | \$1,463.00 | \$2,049.66 | (\$100.00) | \$0.00 |
| Classified Forest | MVB2 | 0 | 0 | 6.9750 | \$1,900.00 | \$1,463.00 | \$10,204.43 | (\$100.00) | \$0.00 |
| Classified Forest | MVC2 | 0 | 0 | 1.3130 | \$1,900.00 | \$1,292.00 | \$1,696.40 | (\$100.00) | \$0.00 |
| Classified Forest | MVD2 | 0 | 0 | 0.3790 | \$1,900.00 | \$1,615.00 | \$612.09 | (\$100.00) | \$0.00 |
| Classified Forest | MXC3 | 0 | 0 | 8.7970 | \$1,900.00 | \$1,140.00 | \$10,028.58 | (\$100.00) | \$0.00 |
| Classified Forest | MXD3 | 0 | 0 | 1.2640 | \$1,900.00 | \$950.00 | \$1,200.80 | (\$100.00) | \$0.00 |
| Farm Ponds | W | 0 | 0 | 2.6710 | \$1,900.00 | \$950.00 | \$2,537.45 | (\$40.00) | \$1,520.00 |

TAX INFORMATION

Beacon - Whitley County, IN - Parcel Report: 92-02-26-000-304.000-007

12/21/23, 5:32 PM

Sales

| Date | New Owner | Doc ID | Book/Page | Sale Price |
|-----------|--|------------|-----------|------------|
| 3/20/2014 | Dillon, Gary P & Judith Ann, Co-Trustees of the Di | 2014030297 | | \$0.00 |
| 2/29/2008 | Dillon, Judith Ann | 2008020439 | | \$0.00 |
| 6/14/1999 | ADD CLASSIFIED FOREST 23.181A | | 9906/355 | \$0.00 |
| 1/27/1995 | DILLON G FROM NICODEMUS W SURVEY | | 9501/270 | \$0.00 |
| | | | | \$0.00 |

Valuation

| | 2022 Pay 2023 | 2021 Pay 2022 | 2020 Pay 2021 | 2019 Pay 2020 | 2018 Pay 2019 | 2017 Pay 2018 |
|------------------------|---------------|---------------|---------------|---------------|---------------|---------------|
| + Land Value | \$1,500 | \$1,400 | \$1,400 | \$1,600 | \$1,600 | \$1,800 |
| + Improvements Value | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| = Total Assessed Value | \$1,500 | \$1,400 | \$1,400 | \$1,600 | \$1,600 | \$1,800 |

Tax History

Delinquent payments made after the fall due date will still show due in the year they were originally assessed. If paid, payment will show in the next tax year.

| | 2022 Pay 2023 | 2021 Pay 2022 | 2020 Pay 2021 | 2019 Pay 2020 | 2018 Pay 2019 | 2017 Pay 2018 |
|--------------------|--|------------------------------|------------------------------|---------------|--------------------------------|---------------|
| + Spring Tax | \$11.74 | \$12.62 | \$12.93 | \$15.09 | \$15.81 | \$17.66 |
| + Spring Penalty | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| + Spring Annual | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| + Fall Tax | \$11.74 | \$12.62 | \$12.93 | \$15.09 | \$15.81 | \$17.66 |
| + Fall Penalty | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| + Fall Annual | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| + Delq NTS Tax | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| + Delq NTS Pen | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| + Delq TS Tax | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| + Delq TS Pen | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| + Other Assess | \$34.57 | \$40.00 | \$40.00 | \$0.00 | \$13.10 | \$0.00 |
| | 5057-000a-Birch-King - \$13.10 5606-000a-Sattison S A - \$21.47 | 5353-000a-Keiser C - \$40.00 | 5353-000a-Keiser C - \$40.00 | | 5057-000a-Birch-King - \$13.10 | |
| + Advert Fee | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| + Tax Sale Fee | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| + NSF Fee | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| PTRC | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| HMST Credit | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Circuit Breaker | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Over 65 CB | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| = Charges | \$58.05 | \$65.24 | \$65.86 | \$30.18 | \$44.72 | \$35.32 |
| - Surplus Transfer | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| - Credits | (\$58.05) | (\$65.24) | (\$65.86) | (\$30.18) | (\$44.72) | (\$35.32) |

TAX INFORMATION

Beacon - Whitley County, IN - Parcel Report: 92-02-26-000-304.000-007

12/21/23, 5:32 PM

= Total Due \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00

Property taxes for 2022 Pay 2023 are certified.

First installment for 2022 Pay 2023 tax is due May 10th. The second installment is due November 13th.

Payments

| Year | Receipt # | Transaction Date | Amount |
|---------------|-----------|------------------|---------|
| 2022 Pay 2023 | 1216142 | 4/12/2023 | \$58.05 |
| 2021 Pay 2022 | 1177780 | 4/12/2022 | \$65.24 |
| 2020 Pay 2021 | 1140547 | 4/16/2021 | \$65.86 |
| 2019 Pay 2020 | 1133692 | 4/15/2020 | \$30.18 |
| 2018 Pay 2019 | 1081534 | 4/24/2019 | \$44.72 |
| 2017 Pay 2018 | 1048647 | 4/17/2018 | \$35.32 |

Property Record Cards

- [2021 Property Record Card \(PDF\)](#)
- [2022 Property Record Card \(PDF\)](#)
- [2023 Property Record Card \(PDF\)](#)

No data available for the following modules: Residential Dwellings, Improvements, Transfer History, Deductions, Sketches.

Whitley County and its officials, employees, agents, departments and personnel makes no representation or warranty as to the accuracy of the Information and in particular its accuracy as to labeling, dimensions, contours, property boundaries, or placement or location of any map features on this website.

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TAX INFORMATION

Beacon - Whitley County, IN - Parcel Report: 92-02-26-000-305.000-007

12/21/23, 5:32 PM

Whitley County, IN

Summary

Parcel ID 92-02-26-000-305.000-007
Property Address W 200 N
Columbia City, IN, 46725
Brief Legal Description PT SW4 (CF #2008020439 28.713A) S26 T32 R8 32.632A
(Note: Not to be used on legal documents)
Instrument Nbr N/A
Doc Nbr N/A
Tax District Richland Township
Tax Rate Code 978343 - ADV TAX RATE
Property Type 65 - Agricultural
Acreage 32.632

Due to how data is pulled from the Auditor's property tax software, the information shown here may be incomplete if it involves combined and/or split parcels. FOR SPLIT AND/OR COMBINED PARCELS, please contact the Auditor's Office for property ownership and parcel numbers, the Treasurer's Office for question related to property taxes due, or the Assessor's Office for information on assessed values.

Owners

Deeded Owner
[Dillon, Gary P & Judith Ann, Co-Trustees Of The Dillon Revocable Living Trust](#)
8378 E Ryerson Rd
Piercetown, IN 46562

Taxing District

County: Whitley
Township: RICHLAND TOWNSHIP
State District: 007 RICHLAND TOWNSHIP
Local District: 050
School Corp: WHITKO COMMUNITY
Neighborhood: 920710-007 RICHLAND AG & RURAL

Site Description

Topography: Flat
Public Utilities: Electricity
Street or Road: Paved
Area Quality: Static
Parcel Acreage: 32.632
Class: 100 - Vacant Land

Land

| Land Type | Soil ID | Act Front. | Eff. Depth | Size | Rate | Adj. Rate | Ext. Value | Infl. % | Value |
|-------------------|---------|------------|------------|---------|------------|------------|-------------|------------|------------|
| Road Right of Way | AE | 0 | 0 | 1.1690 | \$1,900.00 | \$1,615.00 | \$1,887.94 | (\$100.00) | \$0.00 |
| Classified Forest | BMB2 | 0 | 0 | 0.4910 | \$1,900.00 | \$1,615.00 | \$792.97 | (\$100.00) | \$0.00 |
| Classified Forest | CO | 0 | 0 | 0.8250 | \$1,900.00 | \$2,014.00 | \$1,661.55 | (\$100.00) | \$0.00 |
| Classified Forest | MVB2 | 0 | 0 | 7.2430 | \$1,900.00 | \$1,463.00 | \$10,596.51 | (\$100.00) | \$0.00 |
| Classified Forest | MVC2 | 0 | 0 | 1.9080 | \$1,900.00 | \$1,292.00 | \$2,465.14 | (\$100.00) | \$0.00 |
| Classified Forest | MVD2 | 0 | 0 | 0.1940 | \$1,900.00 | \$1,615.00 | \$313.31 | (\$100.00) | \$0.00 |
| Classified Forest | MXC3 | 0 | 0 | 14.1200 | \$1,900.00 | \$1,140.00 | \$16,096.80 | (\$100.00) | \$0.00 |
| Classified Forest | MXD3 | 0 | 0 | 3.6580 | \$1,900.00 | \$950.00 | \$3,475.10 | (\$100.00) | \$0.00 |
| Classified Forest | PW | 0 | 0 | 0.2740 | \$1,900.00 | \$2,109.00 | \$577.87 | (\$100.00) | \$0.00 |
| Farm Ponds | W | 0 | 0 | 2.7500 | \$1,900.00 | \$950.00 | \$2,612.50 | (\$40.00) | \$1,570.00 |

TAX INFORMATION

Beacon - Whitley County, IN - Parcel Report: 92-02-26-000-305.000-007

12/21/23, 5:32 PM

Sales

| Date | New Owner | Doc ID | Book/Page | Sale Price |
|-----------|--|------------|-----------|------------|
| 3/20/2014 | Dillon, Gary P & Judith Ann, Co-Trustees of the Di | 2014030297 | | \$0.00 |
| 2/29/2008 | Dillon, Judith Ann | 2008020439 | | \$0.00 |
| 6/14/1999 | ADD CLASSIFIED FOREST 28.713A | | 9906/355 | \$0.00 |
| 2/17/1995 | DILLON G FROM NICODEMUS W | | 9502/261 | \$0.00 |

Valuation

| | 2022 Pay 2023 | 2021 Pay 2022 | 2020 Pay 2021 | 2019 Pay 2020 | 2018 Pay 2019 | 2017 Pay 2018 |
|------------------------|---------------|---------------|---------------|---------------|---------------|---------------|
| + Land Value | \$1,700 | \$1,500 | \$1,500 | \$1,700 | \$1,700 | \$1,900 |
| + Improvements Value | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| = Total Assessed Value | \$1,700 | \$1,500 | \$1,500 | \$1,700 | \$1,700 | \$1,900 |

Tax History

Delinquent payments made after the fall due date will still show due in the year they were originally assessed. If paid, payment will show in the next tax year.

| | 2022 Pay 2023 | 2021 Pay 2022 | 2020 Pay 2021 | 2019 Pay 2020 | 2018 Pay 2019 | 2017 Pay 2018 |
|--------------------------------|----------------|--------------------------------|-----------------|----------------|----------------|----------------|
| + Spring Tax | \$13.31 | \$13.52 | \$13.86 | \$16.04 | \$16.80 | \$18.64 |
| + Spring Penalty | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| + Spring Annual | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| + Fall Tax | \$13.31 | \$13.52 | \$13.86 | \$16.04 | \$16.80 | \$18.64 |
| + Fall Penalty | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| + Fall Annual | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| + Delq NTS Tax | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| + Delq NTS Pen | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| + Delq TS Tax | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| + Delq TS Pen | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| + Other Assess | \$16.32 | \$0.00 | \$0.00 | \$0.00 | \$16.32 | \$0.00 |
| 5057-000a-Birch-King - \$16.32 | | 5057-000a-Birch-King - \$16.32 | | | | |
| + Advert Fee | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| + Tax Sale Fee | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| + NSF Fee | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| PTRC | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| HMST Credit | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Circuit Breaker | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Over 65 CB | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| = Charges | \$42.94 | \$27.04 | \$27.72 | \$32.08 | \$49.92 | \$37.28 |
| - Surplus Transfer | \$0.00 | \$0.00 | \$0.01 | \$0.00 | \$0.00 | \$0.00 |
| - Credits | (\$42.94) | (\$27.04) | (\$27.73) | (\$32.08) | (\$49.92) | (\$37.28) |
| = Total Due | \$0.00 | \$0.00 | (\$0.01) | \$0.00 | \$0.00 | \$0.00 |

TAX INFORMATION

Beacon - Whitley County, IN - Parcel Report: 92-02-26-000-305.000-007

12/21/23, 5:32 PM

Property taxes for 2022 Pay 2023 are certified.

First installment for 2022 Pay 2023 tax is due May 10th. The second installment is due November 13th.

Payments

| Year | Receipt # | Transaction Date | Amount |
|---------------|-----------|------------------|---------|
| 2022 Pay 2023 | 1216143 | 4/12/2023 | \$42.94 |
| 2021 Pay 2022 | 1177779 | 4/12/2022 | \$27.04 |
| 2020 Pay 2021 | 1140544 | 4/16/2021 | \$27.73 |
| 2019 Pay 2020 | 1103474 | 4/15/2020 | \$32.08 |
| 2018 Pay 2019 | 1094455 | 4/24/2019 | \$49.92 |
| 2017 Pay 2018 | 1048971 | 4/17/2018 | \$37.28 |

Property Record Cards

[2021 Property Record Card \(PDF\)](#)

[2022 Property Record Card \(PDF\)](#)

[2023 Property Record Card \(PDF\)](#)

No data available for the following modules: Residential Dwellings, Improvements, Transfer History, Deductions, Sketches.

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CONSERVATION EASEMENT

CONSERVATION EASEMENT

2017120382
APRIL WHEYSTONE
WHITLEY COUNTY RECORDER
COLUMBIA CITY, IN
§ 25.00TX: 4006731
12/22/2017 8:34:00 AM

DILLON REVOCABLE LIVING TRUST DATED FEBRUARY 12, 2014
GARY P. DILLON AND JUDITH ANN DILLON, CO-TRUSTEES

DEED OF CONSERVATION EASEMENT

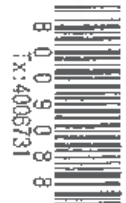
#2017-12-92

Whitley County, Indiana

For cross-reference purposes, the most recent deed of record in
the Whitley County Recorder's Office are identified as:
Document # 201403029

Conservation Easement Donated to:

Wood-Land-Lakes
Resource Conservation and Development (RC&D), Inc.
155 Lane 101 West Otter Lake
Angola, IN 46703
(260) 665-7723
office@wood-land-lakes.org



CONSERVATION EASEMENT

DEED OF CONSERVATION EASEMENT

THIS DEED OF PERPETUAL CONSERVATION EASEMENT ("Conservation Easement"), granted this 20th day of December, 2017, by Gary P. Dillon and Judith Ann Dillon, Co-Trustees of the Dillon Revocable Living Trust dated February 12, 2014, (hereinafter referred to as "Grantor"), sole owner in fee simple of the property described in paragraph 1, conveys a real property interest, immediately vested, to Wood-Land-Lakes Resource Conservation and Development, Inc., an Indiana nonprofit 501(c)(3) corporation organized and existing under the laws of the State of Indiana, with a principal place of business at 155 Lane 101 West Otter Lake, Angola, Indiana 46703 (hereinafter referred to as "WLL").

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Whitley County, Indiana, more particularly described in Exhibit "A" Legal Description attached hereto and referred to herein as the "Protected Property"; and

WHEREAS, the Protected Property in its present state, consists of 167.989 more or less acres, including forested acres, wetlands, ponds, and meadows; and

WHEREAS, for cross-reference purposes, the most recent deed of record in the Whitley County Recorder's Office is identified as Document #2014030297. A legal description of the Protected Property is attached as Exhibit A; and

WHEREAS, "Grantor" means the current owner, as described above, and all subsequent owners of any rights in the Protected Property, however acquired. The rights of a Grantor are affected by the terms of this Conservation Easement, and Grantor has responsibilities specified in this Conservation Easement; and

CONSERVATION EASEMENT

WHEREAS, the Protected Property has significant and substantial value as a natural, aesthetic, scientific, and educational resource by reason of the fact that it contains a combination of wetlands, wildlife habitats, woods, forestland, and agricultural timber lands; and

WHEREAS, Grantor desires and intends that the natural elements and the ecological and aesthetic features and values of the Protected Property be preserved and maintained by the preservation of the Protected Property in its current condition and/or by the continuation of patterns of land use on the Protected Property as they have been historically conducted in harmony with the said natural elements and ecological and aesthetic features and values; and

WHEREAS, the said value of the Protected Property was not and is not likely to be adversely affected to any substantial extent by the continued maintenance of such structures and facilities as presently exist, or by the future construction, repair, replacement, or maintenance of such additional structures or facilities as may be specifically permitted herein; and

WHEREAS, WLL is a publicly supported, tax-exempt nonprofit organization and is qualified to acquire and hold conservation easements under Sections 501(c)(3) and 170(h)(3), respectively, of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Internal Revenue Code") and under the provisions of the laws of the State of Indiana, which has as one of its purposes and goals to assist in the conservation, preservation, protection, and enhancement of land in its natural, scenic, aesthetic, agricultural, forested, and/or open space condition; as well as assisting with scientific, charitable, and educational purposes; and

WHEREAS, Grantor and WLL both desire, intend and have the common purpose of conserving and preserving in perpetuity the Protected Property as the preservation of open space, including forestland, as that phrase is used in Section 170(h)(4)(A) of the Internal Revenue Code and in the regulations promulgated thereunder, by placing restrictions upon the use of the Protected Property and by transferring from Grantor to WLL through the creation of

CONSERVATION EASEMENT

a conservation easement on, over, and across the Protected Property affirmative rights to ensure the preservation of the natural elements and values of the Protected Property; and

WHEREAS, the primary purpose of this Conservation Easement is to preserve and protect the Protected Property and enabling the Protected Property to remain in timber agriculture and forestland uses by preserving and protecting its woodlands and forestland, ponds and wetlands, and natural habitats for wildlife and plants. The area in which the Protected Property is located, including this property, is subject to significant pressure to develop intensive urban and suburban uses, commercially, industrially, and residentially as well as lake residential and recreational development. The termination of development rights resulting from the creation of this Conservation Easement will provide a long-term opportunity to continue to conserve and protect the valuable forestland, water quality, and wildlife habitats present on the Protected Property; as well as to preserve its scenic and open space values; and

WHEREAS, the Protected Property consists primarily of forestland, ponds and wetland; and

WHEREAS, the Conservation Values of the Protected Property and its current use and state of improvements are described in a Baseline Document which Grantor and WLL acknowledge is accurate as of the date of the Conservation Easement. The Baseline Document may be used by WLL to establish that a change in the use or character of the Protected Property has occurred, but that shall not preclude WLL from presenting other evidence to establish the condition of the Protected Property as of the date of this Conservation Easement; and

WHEREAS, the terms and phrases "natural, ecological, scientific, aesthetic, and educational value," "natural elements," "natural characteristics," "ecological and aesthetic features," "improvements," and "other features of interest" as used herein shall mean, without limiting the generality of those terms, the physical condition of the Protected Property at the time of this conveyance, as evidenced by reports, photographs, maps, satellite images, and/or

CONSERVATION EASEMENT

scientific documentation, including the Baseline Report, possessed by Grantor and/or WLL (now or in the future) which may include, but are not limited to, the following:

- a) the appropriate maps or satellite images from the United States Geological Survey or other source, showing surface characteristics, property lines, and other contiguous or nearby protected areas;
- b) a map or satellite image of the area showing existing man-made improvements or incursions (such as roads, buildings, fences, or gravel pits), vegetation and identification of flora and fauna (including, for example, rare species locations, animal breeding and roosting areas, and migration routes), land use history (including present uses and recent past disturbances), and distinct natural features (such as large trees and aquatic areas);
- c) an aerial satellite image of the Protected Property at an appropriate scale taken as close as possible to the date the donation is made;
- d) on-site photographs taken at appropriate locations on the Protected Property; and
- e) an easement documentation report which may include, among other things, an acknowledgment by Grantor and WLL of conditions, background information, legal information, ecological features information, and land use and man-made features information with respect to the Protected Property; and

WHEREAS, Grantor has entered into this Conservation Easement primarily so that the Conservation Values of the Protected Property will be preserved and maintained, and Grantor intends to convey to WLL the right to preserve and protect the conservation values of the Protected Property in perpetuity. By this conveyance, Grantor intends to pre-empt uses of the

CONSERVATION EASEMENT

Protected Property that are inconsistent with that primary goal. Grantor acknowledges that now and in the future, this conveyance will foreclose uses of the property that are more economically remunerative than conservation. Grantor intends to convey to WLL the right to preserve and protect the Conservation Values of the Protected Property in perpetuity; and

NOW, THEREFORE, Grantor, for and in consideration of the facts above recited and of the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the law of Indiana and in particular the Indiana Uniform Conservation Easement Act, Indiana Code 32-23-5-1, et seq., Grantor hereby gives, grants, bargains, and conveys as an absolute and unconditional gift unto to WLL, its successors and assigns, and WLL hereby accepts as a gift, a perpetual Conservation Easement, an immediately vested interest in real property, defined by the Uniform Conservation Easement Act of Indiana Code 32-23-5-1 et seq., and of the nature and character described herein:

- a) Grantor will neither perform, nor knowingly allow others to perform, any act on or affecting the Protected Property that is inconsistent with the covenants contained in this Conservation Easement, nor inconsistent with the Conservation Values documented in this Conservation Easement.
- b) The right of WLL to enforce by proceedings at law or in equity the covenants hereinafter set forth. This right shall include, but shall not be limited to, the right to bring an action in any court of competent jurisdiction to enforce the terms of this agreement, to require the restoration of the Protected Property to its condition at the time of this Deed of Conservation Easement, to enjoin non-compliance by appropriate injunctive relief, and/or to recover damages arising from non-compliance. WLL does not waive or forfeit the right to take action as may be necessary to ensure compliance with the covenants and purposes of this Deed of Conservation Easement by any prior failure to act. Nothing herein shall be construed to entitle WLL to institute any enforcement proceeding against Grantor for any changes to the Protected Property due to causes beyond Grantor's control such as changes caused by fire, flood, storm, civil, or military authorities undertaking

CONSERVATION EASEMENT

emergency action or unauthorized wrongful acts of third parties.

- c) The right of WLL to enter the Protected Property, in a reasonable manner and at reasonable times, but upon prior notice to Grantor, for the purpose of inspecting the Protected Property to determine if Grantor, Grantor's heirs, successors, and assigns are complying with the covenants and purposes of this Deed of Conservation Easement, and further, but only with prior permission of Grantor, to observe and study nature and to make scientific and educational observations and studies in such a manner as will not disturb the quiet enjoyment of the Protected Property by Grantor.

AND IN FURTHERANCE of the foregoing affirmative rights, Grantor makes the following covenants on behalf of Grantor's heirs, successors, and assigns, which covenants shall run with and bind the Protected Property in perpetuity:

ARTICLE 2. PROHIBITIONS

Restating the primary purpose of this Conservation Easement:

The primary purpose of this Conservation Easement is to preserve and protect and enable the Protected Property to remain in timber agriculture and forestland uses by preserving and protecting its woodlands and forestland, ponds and wetlands, and natural habitats for wildlife and plants. The area in which the Protected Property is located, including this property, is subject to significant pressure to develop intensive urban and suburban uses, commercially, industrially, and residentially as well as lake residential and recreational development. The termination of development rights resulting from the creation of this Conservation Easement will provide a long-term opportunity to conserve, protect, and keep available for future production the valuable forestland, water quality, and wildlife habitats present on the Protected Property, as well as to preserve its scenic and open space values.

CONSERVATION EASEMENT

Any activity on, or use of, the Protected Property that is not specifically permitted and that is inconsistent with the objective of maintaining the Conservation Values is prohibited. In order to clearly establish that certain activities are not consistent with the objective of this Conservation Easement, but without limiting the effect of the general prohibition, several specific prohibitions are set forth in this and subsequent paragraphs.

2.1 Uses

Except in conjunction with authorized activities described in Article 3, there shall be no commercial, industrial, or residential activity undertaken or allowed, or right of passage across or upon the Protected Property that is inconsistent with the Conservation Values of the Protected Property.

2.2 Recreational Uses

Except in conjunction with authorized activities described in Article 3, there shall be no commercial recreational uses of, or commercial recreational activities on, the Protected Property. The terms "commercial recreational uses" and "commercial recreational activities" shall mean uses or activities that are typically recreational in nature for which users are charged a fee in excess of the property owner's costs for the privilege of engaging in the uses or activities. Unless otherwise permitted in Article 3, there shall be no side by sides, ATVs, off-road motorcycles or any other recreational vehicles allowed on the Protected Property. Note: The **side-by-side** (often "SxS") is a small 2- to 6-person four-wheel drive off-road vehicle, also called **UTV** (utility vehicle or utility task vehicle), a **ROV** (recreational off-highway vehicle), or a **MOHUV** (multipurpose off-highway utility vehicle).

2.3 Forestry

There shall be no harvesting of timber or other substantial forest alteration without a Forest Management Plan and Timber Harvest Plan as specified in Article 3.

There shall be no "clear cut" logging or any similar practice on the Protected Property.

CONSERVATION EASEMENT

2.4 Agriculture

The following uses that might broadly be considered agriculture are prohibited because they are inconsistent with the Conservation Values of the Protected Property, including but not limited to soil productivity, water quality, air quality, open space, and scenic values:

2.4.1 There shall be no Concentrated Animal Feeding Operation (CAFO), as defined in Indiana Code 13-11-2-38.3, or Confined Feeding Operation (CFO), as defined in Indiana Code 13-11-2-40, or successor statutes on the Protected Property.

2.4.2 There shall be no large greenhouse production or similar intensive industrialized agricultural operations on the Protected Property.

2.4.3 There shall be no row crop agriculture (eg., corn, soybeans, etc.) operations on the Protected Property.

2.5 Topography

Except in conjunction with authorized activities described in Article 3, there shall be no change in the topography, including dredging or filling. There shall be no excavating, mining or drilling, or removal of any topsoil, loam, sand, gravel, rock, minerals, or other materials on the Protected Property.

2.6 Vegetation

Except in conjunction with authorized activities described in Article 3, there shall be no introduction or planting of invasive or noxious species on the Protected Property.

2.7 Water

Except in conjunction with authorized activities described in Article 3, there shall be no further manipulation or alteration of natural water courses, lakeshores, marshes, or other bodies of water. Activities or uses of the Protected Property detrimental to water purity or quality are prohibited.

CONSERVATION EASEMENT

2.8 Surface Disturbance

There shall be no mining or extraction of any mineral substance by using any method that substantially disturbs the surface of the land subject to this Conservation Easement. Except in conjunction with authorized activities described in Article 3, there shall be no mining or mineral extraction on the Protected Property.

2.9 Materials, Chemicals, Storage, and the Like

There shall be no storing, placing, dumping, burial, burning, or other disposal or accumulation of wastes, trash, garbage, ashes, refuse, debris, rubbish, junk, dredge spoils, hazardous, radioactive, or toxic materials, inoperative vehicles or vehicle parts, or other unsightly or offensive material on the Protected Property, except that which is reasonably generated by activities permitted herein and in accordance with applicable law and disposed of in a lawful manner that does not cause, and is not likely to cause, soil degradation or erosion, harm to native plant communities, pollution of any surface or subsurface waters, or any other degradation of the Conservation Values of the Protected Property.

2.10 Buildings

Except in conjunction with authorized activities described in Article 3, there shall be no construction or placing of buildings, mobile homes, or other structures on the Protected Property.

2.11 Roads, Lanes, Paths, Trails, Driveways

Except in conjunction with authorized activities described in Article 3, there shall be no construction or placing of roads, lanes, paths, trails, driveways, or the like on the Protected Property.

2.12 Utilities and Septic Systems

Except in conjunction with authorized activities described in Article 3, there shall be no installation of utilities or septic systems on the Protected Property.

CONSERVATION EASEMENT

2.13 Signs and Billboards

Except in conjunction with authorized activities described in Article 3, there shall be no signs, advertising signs, billboards, other advertising material on the Protected Property.

2.14 Subdivision

Regardless of the number of parcels included in the legal description of the Protected Property, and regardless of their order of acquisition, Grantor shall maintain all of the legal parcels that compose the Protected Property, and all interests therein, under common ownership, as though a single legal parcel. Subdivision of the Protected Property, recording of a subdivision plan, partition of the Protected Property, or any other attempt to divide the Protected Property into additional legal parcels is prohibited. Grantor agrees that a copy of this Conservation Easement and any amendments thereto shall be recorded concurrently with any lot line adjustments. Failure by Grantor to do so, while a violation of the terms of this Conservation Easement, shall not impair the validity of this Conservation Easement or limit its enforceability. Grantor shall notify WLL under the terms of Article 4 prior to such recording.

2.15 Mortgages and Encumbrances

Imposition of a mortgage or other encumbrance not expressly subordinate to this Conservation Easement on any portion of Protected Property is prohibited.

ARTICLE 3. RESERVED RIGHTS AND PERMITTED USES

Restating the primary purpose of this Conservation Easement:

The primary purpose of this Conservation Easement is to preserve and protect and enable the Protected Property to remain in timber agriculture and forestland uses by preserving and protecting its woodlands and forestland, ponds and wetlands, and natural habitats for wildlife and plants. The area in which the Protected Property is located, including this property, is subject to significant pressure to develop intensive urban and suburban uses, commercially, industrially, and residentially as well as lake residential and recreational development. The

CONSERVATION EASEMENT

termination of development rights resulting from the creation of this Conservation Easement will provide a long-term opportunity to conserve, protect, and keep available for future production the valuable forestland, water quality, and wildlife habitats present on the Protected Property; as well as to preserve its scenic and open space values.

All rights reserved by Grantor and activities not prohibited by this Conservation Easement shall be exercised so as to prevent or to minimize damage to the Conservation Values and water quality, air quality, land/soil stability and productivity, wildlife habitat, scenic and cultural values, and the natural topographic and open space character of the Protected Property. Nothing in this Conservation Easement relieves Grantor of any obligation with respect to the Protected Property or restriction on the use of the Protected Property imposed by law.

Except as expressly set forth herein, Grantor reserves for Grantor's heirs, successors, and assigns all rights as owner of the Protected Property, including the right to use the property for all purposes not inconsistent with this Conservation Easement and including the following specific rights, which are hereby expressly reserved by Grantor to and for Grantor's heirs, successors, and assigns:

3.1 Uses

To use, and to permit others to use, the Protected Property for forestry related purposes, consistent with applicable law, the Conservation Purposes of this Conservation Easement, and the specific prohibitions incorporated in this Conservation Easement.

3.2 Recreational Uses

To use, and to permit others to use, the Protected Property for non-commercial recreational hunting, trapping and fishing (pursuant to Indiana laws), walking, bird watching, hiking, picnicking, cross-country skiing, observing and photographing nature, short-term camping, botanical and geological collecting, and other activities that are recreational and educational in nature and are consistent with maintaining the Conservation Values and in keeping with the ideal of preserving the Protected Property

CONSERVATION EASEMENT

in a natural and environmentally healthy state. Side by side and ATV use shall be allowed on existing paths or roadways for the recreational uses described herein.

Except as approved in advance by WLL under the terms of Article 4, this reserved right is restricted to non-commercial recreational uses. Otherwise, all commercial recreational uses of, or commercial recreational activities on, the Protected Property that are not specifically permitted herein, are prohibited. The terms "commercial recreational uses" and "commercial recreational activities" shall mean uses or activities that are typically recreational in nature for which users are charged a fee in excess of the property owner's costs for the privilege of engaging in the uses or activities.

3.3 Forestry

To use, and permit others to use, the Protected Property for forestry operations which are consistent with maintaining the Conservation Values of the Protected Property. Any Woodland or Forestry Management Plan and/or Stewardship Plan for the Protected Property should be prepared by a qualified professional and shall be consistent with the Conservation Purposes of this Conservation Easement. This plan and subsequent updates to the plan shall be submitted by Grantor to WLL for approval under the terms of Article 4.

Timber may be periodically harvested pursuant to a Timber Harvest Plan prepared by an independent consulting professional forester. Any Timber Harvest Plan shall be submitted for approval by WLL under the terms of Article 4 prior to harvesting any timber. Any draining structures such as culverts, bridges, or waterbars constructed on trails and roads shall be removed or maintained by Grantor as needed to protect the Conservation Values of the Protected Property.

The following forest management activities may be conducted on the Protected Property in a manner which complies with the provisions and purposes of this Conservation Easement and which is consistent with the best timber management practices as defined by professional forest resource managers: thinning and culling

CONSERVATION EASEMENT

trees and grapevine deadening; timber harvesting and regeneration of forest stands; firewood harvesting; tree planting; pruning; invasive species management; maple syruping and sugaring; and construction and maintenance of necessary log landings, skid trails, and haul/access roads. Also, wildlife habitat management that is consistent with generally accepted practices among professional wildlife managers and which, in addition, specifically includes invasive species management as a goal.

Grantor may remove naturally fallen trees, storm-damaged trees, diseased trees, or trees that are a danger to permitted activities, equipment, driveways, paths, or structures for firewood or habitat maintenance, or permitted recreation on the Protected Property.

Notwithstanding the above, the Protected Property shall not be subjected to "clear cut" logging or any similar practice.

WLL shall not unreasonably withhold or delay approval of any Timber Harvest Plan, Woodland or Forestry Management Plan or Stewardship Plan submitted by Grantor to WLL.

3.4 Cessation of Forestry Use

In the event that forestry use of the land ceases, the portion of the Protected Property previously used for forestry may, in whole or in part unless and until, it is returned to forestry uses: (1) be planted to native trees or grasses and/or managed wildlife habitat or other uses approved in advance by WLL under the terms of Article 4; (2) be allowed to revert to wild land through the process of natural succession with appropriate attention to the management of invasive species.

3.5 Topography

To alter the natural flow of water over the Protected Property in order to reduce soil erosion on the Protected Property in accordance with all federal, state, and local

CONSERVATION EASEMENT

applicable laws and maintaining the Conservation Purposes and Values of this Conservation Easement.

To construct, repair, and maintain ponds and water structures for fish production. To construct, repair, enhance, and maintain waterways, wetlands, paths, lanes, roads, and ditches; combat erosion and flooding; construct, maintain, and access wildlife habitats; and implement and maintain good drainage and/or conservation practices.

To excavate for home construction purposes as set forth in 3.11 in such a manner as to have the least amount of negative impact on the Conservation Values of the Protected Property.

3.6 Vegetation

To plant trees and other vegetation on the Protected Property. To remove and destroy undergrowth in conformance with good wildlife habitat management and the establishment of water impoundments and ponds consistent with good wildlife management practices and good grassland/meadow management practices. To remove naturally fallen trees, storm-damaged trees, diseased trees, or trees that are a danger to permitted activities, equipment, or structures. To remove naturally fallen timber for firewood or habitat maintenance, or permitted recreation on the Protected Property.

3.7 Invasive Species

To remove or control invasive animals and plants and noxious weeds on the Protected Property by means designed to best serve the Conservation Values and Purposes of this Conservation Easement and current best management practices as recommended by the U.S. Cooperative Extension Service, U.S. Natural Resources Conservation Service, or other government or private natural resource conservation and management agencies that are active. Weed control of any nature shall not include permitted shoreline activities as set forth in Section 3.11.

CONSERVATION EASEMENT

3.8 Water

To restore, repair, maintain, and create wetland areas, waterways, and ponds; and to construct additional water impoundments consistent with good wildlife management and conservation practices. To repair, maintain, install, or replace tiling where such tiling is only being utilized for woodland management, wildlife management, or permitted buildings. Altering the natural flow of water and tiling related activities must meet all federal, state, and local requirements, including, but not limited to, requirements for eligibility for USDA programs.

In furtherance hereof and in conjunction with Section 3.7, Grantor has determined that aquatic weeds are not always noxious weeds or invasive species but can interfere with fish habitat and fishing. Therefore, there shall be permitted aquatic weed control for fish habitat and fishing purposes whether or not such weeds are determined to be noxious or invasive.

3.9 Surface Disturbance

To utilize methods of mineral extraction that are managed so as to have limited and localized impact on the Protected Property and which are not substantially or irretrievably destructive of the Conservation Values. All such activities shall be in accordance with a Mineral Extraction Plan, which shall be presented to WLL under the terms of Article 4 for review and approval, prior to carrying out any mineral extraction under such plan.

Notwithstanding the above, the Protected Property shall not be subjected to surface mining or any similar practice.

3.10 Roads, Lanes, Paths, Trails, Driveways

To maintain, repair, replace, or construct and use consistent with the restrictions and prohibitions herein of access roads, lanes, paths, trails, driveways, and the like on the Protected Property. New roads, lanes, paths, trails, driveways, and the like shall be permitted for purposes of reasonable and customary management of wildlife or

CONSERVATION EASEMENT

forestland; or security of a residence, and other improvements upon the Protected Property. These shall be located and built in such a manner as to not compromise the Conservation Values of the Protected Property. Construction or replacement of access roads, lanes, driveways, and the like on the Protected Property shall be in accordance with a Plan, which shall be presented to WLL under the terms of Article 4 for review and approval, prior to carrying out any activity under such plan.

3.11 Buildings and Structures

To maintain, repair, remodel, improve, expand, and replace existing buildings on the Protected Property in accordance with local zoning and building requirements and in such a manner as to have a minimal impact on the Conservation Values of the Protected Property and with prior approval from WLL under the terms of Article 4.

To construct a maximum of two (2) homes on the Protected Property of not greater than 2 acres or acreage as required by County development codes without subdivision of the Protected Property. Any home constructed on a lake shall maintain the shoreline in a natural condition excepting 200' of shoreline between the home and lake. Any home constructed shall be for residential, single family purposes residential only and the aggregate total square footage of the footprints of all structures on the residential site shall not exceed 5000 square feet. Further, the Grantor reserves the right to develop, improve and maintain an access lane to the home from the nearest public roadway and to bring public utilities, if available, to the structures from the nearest public roadway, or to install a well and/or septic system to service the structures. Access to building sites shall be from existing roads or lanes where possible. Where such roads or lanes do not exist, Grantor reserves the right to develop and maintain an access lane to a permitted home from the nearest public roadway. However, such access lane shall be in accordance with a Plan, which shall be presented to WLL under the terms of Article 4 for review and approval, prior to carrying out any activity under such Plan. Approval of such a Plan shall not be unreasonably withheld or delayed.

CONSERVATION EASEMENT

3.12 Utilities and Septic Systems

To install, maintain, repair, remove, relocate, or replace wires, lines, pipes, cables, or other facilities providing electrical, gas, water, sewer, communications, energy generation (but only for energy to be used primarily on the Protected Property), or other utility service to the improvements permitted herein. In addition, septic or other underground sanitary systems serving the improvements permitted herein may be installed, maintained, repaired, replaced, relocated, or improved.

Grantor may grant rights-of-way over and under the Protected Property for such purposes with prior approval from WLL under the terms of Article 4. Notwithstanding the foregoing, Grantor may not undertake any action or grant any right-of-way if the effect of such action or grant would significantly impair the Conservation Values of the Protected Property. However, with approval of WLL under the terms of Article 4 and sharing of proceeds in accordance with Article 13 herein, Grantor may consent to acquisition of such rights of way pursuant to or in settlement associated with a proper exercise of eminent domain.

3.13 Signs and Animal Houses

To place and remove a reasonable number of small identifying signs, birdhouses, bat houses, butterfly houses, and the like on the Protected Property. Permitted signs may include:

- * The name and/or address of the Protected Property
- * The owner's name
- * The area protected by this Conservation Easement
- * Prohibition of any unauthorized entry or use
- * An advertisement for the sale or rent of the Protected Property
- * Trails
- * Educational purposes such as the history, heritage, or use of the property
- * Forestry management and/or conservation programs

CONSERVATION EASEMENT

In addition, WLL has the right to place signs on the Protected Property identifying the land as being protected by this Conservation Easement.

3.14 Fences

To maintain, repair, replace, construct, and reposition fences on the Protected Property. New fences shall be permitted for purposes of reasonable and customary management of wildlife; or security of a residence, and other improvements upon the Protected Property. New fences shall be located and built in such a manner as to not compromise the Conservation Values of the Protected Property.

3.15 Additional Management

To mow the open fields and manage wildlife, wetlands, and ponds on the Protected Property.

3.16 Ecology Restoration

To engage in activities that restores the biological and ecological integrity of the Protected Property.

3.17 Ecological/Scientific Research

To engage in, and permit others to engage in, ecological research on the Protected Property that is not inconsistent with the Conservation Values of this Conservation Easement.

3.18 Educational Activities

To carry out educational activities, including but not limited to educational activities addressing environmental conservation and ecology. These activities shall be planned and carried out so as to be consistent with the objective of maintaining the Conservation Values of the Protected Property.

CONSERVATION EASEMENT

ARTICLE 4. NOTICE AND APPROVAL

4.1 Notice to and Approval of WLL

In addition to the provisions hereunder that specifically require that notice be provided to WLL in advance of an activity or use of the Protected Property, Grantor shall notify WLL in writing at any time Grantor proposes to undertake an activity or use that, pursued without sufficient care, could have a materially adverse effect on the Conservation Values. The purpose of requiring Grantor to notify WLL and seek approval for certain activities is to afford WLL an adequate opportunity to assess the activity, as specifically planned, for consistency with the objective of maintenance of the Conservation Values. Thus, the written notification must describe the nature, scope, design, location, schedule, and other material information about the proposed activity in sufficient detail that WLL is able to make an informed judgment as to its compatibility with the Conservation Values. Where Grantor is required to obtain WLL's permission or approval for a proposed action hereunder, WLL shall grant permission or approval to Grantor only where WLL determines that the proposed action will not substantially diminish or impair the Conservation Values of the Protected Property. Such judgment is reserved to the sole discretion of WLL.

WLL's response to a request for approval shall not be unreasonably delayed or withheld.

4.2 Documentation

Following completion of the work, Grantor shall provide WLL with photographs of anything done which required prior approval from WLL or when undertaking an activity or use that, pursued without sufficient care, could have a materially adverse effect on the Conservation Values of the Protected Property.

CONSERVATION EASEMENT

ARTICLE 5. NOTICES

5.1 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 (or to the last known address):

To Grantor: Gary P. Dillon and Judith Ann Dillon, Trustees
Dillon Revocable Living Trust
8378 E. Ryerson Rd
Pierceton, IN 46562

To WLL: Wood-Land-Lakes RC&D
C/O Mike Yoder
59520 CR 31
Middlebury, IN 46540

Designated Representative

If the Protected Property is owned by a trust, business entity, or any common or jointly held ownership, Grantor shall designate a representative authorized to receive notice on behalf of Grantor and provide WLL with the name and address of the designated representative. Grantor shall notify WLL of any change in the designated representative and provide WLL with the new name, address, and other contact information within fifteen (15) days after the change.

CONSERVATION EASEMENT

ARTICLE 6. GENERAL PROVISIONS

6.1 Public Access

Nothing herein shall be construed as affording the public access to any portion of the Protected Property subject to this Conservation Easement. Grantor retains the right to exclude the public from the Protected Property, except that visual access to the Protected Property's scenic attributes shall be preserved. Additionally, Grantor shall undertake reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Conservation Values of the Protected Property.

6.2 Right to Convey

Grantor retains the right to sell, mortgage, bequeath, or donate the Protected Property (but only the entire property). Any conveyance will remain subject to the terms and conditions of this Conservation Easement and the subsequent interest holder shall be bound by the terms and conditions of this Conservation Easement. Refer to Article 11.

6.3 Successor Terms

The terms, "Grantor" and "WLL" as used herein shall be deemed to include, respectively, Grantor and Grantor's heirs, successors, personal representatives, executors, and assigns, and WLL and its successors and assigns.

6.4 Termination of Rights and Obligations

A party's future rights and obligations under this Conservation Easement terminate upon transfer of that party's interest in the Protected Property. Liability for acts or omissions occurring prior to transfer shall survive the transfer.

CONSERVATION EASEMENT

ARTICLE 7. STATUS OF RIGHTS CONVEYED TO WLL

7.1 Rights Dormant

The parties recognize that despite their efforts to preserve the Protected Property and maintain the Conservation Values, there remains a risk of condemnation of some or all of the Protected Property by governmental or other authorized entities. In order to clarify their respective rights in the event of such a condemnation, and to make clear their intentions, the parties agree that the development and other rights conveyed to WLL by this Conservation Easement are hereby rendered dormant, and will remain dormant as long as this Conservation Easement or an amended version of this Conservation Easement, or the Protected Property, is held by WLL or a successor Holder. The parties further agree that such rights may not be used on, or transferred to, any portion of the Protected Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, or used for calculating permissible lot yield of the Protected Property or any other property.

Extinguishment or termination of the Conservation Easement in whole or in part renders active the dormant rights as to those portions of the Protected Property affected by the extinguishment or termination. As such, in the event of total or partial extinguishment or termination of the Conservation Easement, WLL shall be compensated for the loss of the value of the previously dormant rights by the payment of the proportionate amount of the value restored to the Protected Property in the termination or extinguishment that corresponds to the proportionate diminution of value of the Protected Property documented in the appraisal at the time of the conveyance of this Conservation Easement as stated in Article 13.

ARTICLE 8. RIGHTS OF WLL

To accomplish the purpose of this Conservation Easement, the following rights and responsibilities are conveyed to and, each is accepted by WLL:

CONSERVATION EASEMENT

8.1 Protect Values

To preserve and protect the Conservation Values of the Protected Property.

8.2 Prevent Harm and Require Restoration

To prevent any activity on or use of the Protected Property that is inconsistent with the purpose of this Conservation Easement and to require the restoration of such areas or features of the Protected Property that may be damaged by any inconsistent activity or use, pursuant to the remedies provided in Article 9 and by any other means.

8.3 To Uphold Values and Monitor for Compliance

To uphold the purposes and Conservation Values of this Conservation Easement, including, but not limited to, performing annual inspections of the Protected Property and such additional monitoring as WLL deems appropriate, and to keep records of the results of such inspections and monitoring. Thus, with reasonable advance notice as specified in Article 8.4 (except in the event of an emergency circumstance or to prevent a threatened breach in which case no advance notice is required as further specified in Article 8.4), WLL shall have the right to enter upon, inspect, observe, document, photograph, monitor, and evaluate the Protected Property to gain ongoing knowledge regarding land uses and management practices on the Protected Property and to determine whether the condition, uses, and practices are consistent with this Conservation Easement. Failure of WLL to carry out these responsibilities shall not impair the validity of this Conservation Easement or limit its enforceability.

8.4 Notice for Entry

After reasonable advance notice to Grantor, WLL, or its agents, shall have the right to enter upon the Protected Property in connection with its responsibilities under the Conservation Easement. When possible, WLL shall give reasonable notice to Grantor before entering the Protected Property. In the event of an emergency or suspected emergency, reasonable verbal or written notice shall be attempted. The notice shall indicate the purpose of the entry and shall provide the timeframe during which WLL shall be upon the Protected Property.

CONSERVATION EASEMENT

8.5 Payment for Damages

WLL shall promptly pay Grantor for any damage arising out of or in connection with such entry onto the Protected Property to the extent that such damage was the result of the negligent act of WLL or WLL's representative(s).

8.6 Means of Access

WLL may use any and all access easements and rights-of-way, whether recorded or not, over the Protected Property or (as Grantor's agent) the property of others that individually or together provide Grantor with legal, physical, and other access to the Protected Property. Grantor shall execute appropriate documents as may be necessary to evidence this right.

8.7 Signs

WLL may erect and maintain small unlighted signs or other appropriate markers visible from public vantage points and along boundary lines to identify WLL and public programs that have supported the conservation of the Protected Property. Further, WLL may establish small, unlighted signs in order to inform the public that the Property is protected by this Conservation Easement and identify activities prohibited by this Conservation Easement.

8.8 Public Relations

WLL may document its Conservation Easement interest in the Protected Property in its publications, and respond to requests for information about the Conservation Easement and the Protected Property from persons and organizations.

8.9 Share in Ecosystem Services Revenue

WLL is entitled to a 20% share in the value obtained by Grantor should Grantor sell or trade carbon sequestration or other ecosystem services credits or some similar asset, the value of which is supported by the long-term conservation of the Protected Property which is evidenced in whole or in part by and accomplished through this Conservation

CONSERVATION EASEMENT

Easement. This provision does not apply to timber harvest income, CRP income or similar income or sales proceeds, which shall both belong to Grantor.

8.10 Additional Rights

WLL may exercise such additional rights as may be reasonably necessary to effectuate the purposes of this Conservation Easement.

ARTICLE 9. ENFORCEMENT AND REMEDIES

This section addresses cumulative remedies of WLL and its successors and limitations on these remedies.

9.1 Acts Beyond Grantor's Control

WLL shall not bring an action against Grantor for modifications to the Protected Property resulting from causes beyond Grantor's control. Examples are unintentional fires, storms, natural earth movement, trespassers, or even a Grantor's well-intentioned actions in response to an emergency resulting in changes to the Protected Property. Grantor has no responsibility under this Conservation Easement for such unintended modifications. WLL may, however, bring an action against another party for modifications that impair the Conservation Values identified herein above in this Conservation Easement.

9.2 Delay in Enforcement

A delay in enforcement shall not be construed as a waiver of WLL's right to enforce the terms of this Conservation Easement.

9.3 Notice of Violation; Time for Cure

If WLL determines that a violation of this Conservation Easement has occurred, WLL shall notify Grantor, giving Grantor thirty days to cure the violation. If the violation cannot reasonably be cured within thirty days, then Grantor shall commence the cure within such thirty day period and shall be allotted such additional time, subject to WLL's

CONSERVATION EASEMENT

approval which will not be unreasonably withheld, as shall be needed so that, that with reasonable diligence, Grantor can complete the cure.

9.4 Injunctive Relief and Grantor's Absence

Notwithstanding the foregoing, where WLL in WLL's sole discretion determines that an ongoing or threatened violation could irreversibly diminish or impair the Conservation Values of the Protected Property, WLL will make good-faith efforts to notify Grantor. If, through reasonable efforts, Grantor cannot be notified, and if WLL determines that circumstances justify prompt action to mitigate or prevent impairment of the conservation values, WLL may bring an immediate action to enjoin the violation, ex-parte if necessary, through temporary restraining order, preliminary injunction, permanent injunction, seek specific performance, declaratory relief, restitution, reimbursement of expenses, and/or an order compelling restoration of the Protected Property without prior notice and without awaiting Grantor's opportunity to cure. In the event WLL seeks injunctive relief, it shall be irrebuttable and presumed that money damages or other remedies at law are insufficient to protect WLL's interests. Grantor agrees to reimburse all costs associated with this effort.

9.5 Possible Remedies

If, in the event of a violation, WLL elects to seek a judicial remedy, in addition to injunctive relief, WLL shall be entitled to all of the following remedies that are applicable, in addition to all other remedies now or hereafter existing at law or in equity:

Money damages, if any, including damages for the loss of the Conservation Values and ecosystem services; and

Restoration of the Protected Property to its condition prior to such violation.

CONSERVATION EASEMENT

9.6 Cumulative Remedies

The preceding remedies of WLL are cumulative. Any, or all, of the remedies may be invoked by WLL if there is an actual or threatened violation of this Conservation Easement.

9.7 Expenses and Attorney's Fees

In any litigation or administrative proceeding seeking the enforcement of this Conservation Easement, WLL shall be entitled to be reimbursed for its expenses, including, but not limited to, reasonable attorneys' fees and costs of litigation, unless WLL was unsuccessful in establishing that any breach of this Conservation Easement had occurred. The failure of WLL to discover a violation or to take legal action when a violation is discovered shall not bar WLL from taking legal action at a later time.

9.8 Waiver

The enforcement of the terms of this Conservation Easement is subject to WLL's discretion. A decision by WLL not to exercise its rights of enforcement in the event of a breach of a term of this Conservation Easement shall not constitute a waiver by WLL of such term, any subsequent breach of the same or any other term, of any of WLL's rights under this Conservation Easement. The delay or omission by WLL to discover a breach by Grantor or to exercise a right of enforcement as to such breach shall not impair or waive its rights of enforcement against Grantor.

ARTICLE 10. SUBORDINATION AND OTHER MATTERS

Subordination, Costs, Liabilities, Taxes, and Environmental Compliance

10.1 Subordination

Grantor represents that as of the date of the Deed of this Conservation Easement, there are no liens, mortgages, or other encumbrances outstanding against the Protected Property that are not subordinated to WLL's rights under this Conservation Easement, as required under Treasury Regulation §1.170A-14. Any such subordination shall be

CONSERVATION EASEMENT

signed by all parties and shall be recorded in the Public Records of the county in which this Conservation Easement is recorded, before this Conservation Easement is recorded. Grantor retains the right to use the Protected Property (but only the entire property) as collateral to secure the repayment of debt, provided that any such liens or other rights granted for such purpose, regardless of date, are subordinate to WLL's rights under this Conservation Easement. Any such subordination shall be recorded in the Public Records of the county in which this Conservation Easement is recorded. By entering into this Conservation Easement, Grantor is giving up the right to enter into any encumbrance agreement that would be superior in right to this Conservation Easement, or to amend any existing encumbrance to agree that it is to become superior in right to this Conservation Easement. WLL and its successors and assigns shall have the use of and enjoy all of the benefits derived from and arising out of this Conservation Easement.

10.2 Costs, Legal Requirements, and Liabilities

Except as otherwise specified herein Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Protected Property, including the maintenance of adequate liability insurance coverage. WLL and its trustees, officers, employees, agents, and members have no liability arising from injury or death to any person or from physical damage to any property on the Protected Property or otherwise. Grantor agrees to defend WLL against such claims and to indemnify WLL against all costs and liabilities relating to such claims during the tenure of Grantor's ownership of the Protected Property. Grantor is responsible for posting the Protected Property's boundaries and for discouraging any form of trespass that may occur.

Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use Grantor retains or is permitted to undertake by this Conservation Easement. All such construction or other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements. Grantor shall keep the Protected Property free of any

CONSERVATION EASEMENT

liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor. Grantor relieves WLL from any responsibility for maintaining the Protected Property.

10.3 Taxes

Grantor shall be solely responsible for and shall pay before delinquency, all taxes, fees, assessments, and charges of whatever description levied on or assessed against the Protected Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of this Conservation Easement, and shall furnish WLL with satisfactory evidence of payment upon request. In the event any taxes are levied against WLL as a result of this Conservation Easement for which an exemption cannot be obtained, said Grantor agrees to pay said taxes in the name of WLL. If the situation arises in which WLL can best protect its interest in the Protected Property by itself paying due taxes or assessments, Grantor is immediately obligated to reimburse WLL for taxes paid on Grantor's behalf, with interest at the prime rate prevailing at and from the time WLL makes such payment.

Grantor may be entitled to have its property value assessed for real estate tax purposes to reflect this Conservation Easement, in accordance with Indiana Code 32-23-5-8.

10.4 Representations and Warranties

Grantor represents and warrants that, after reasonable investigation and to the best of Grantor's knowledge:

10.4.1 Hazardous Substance

Except what is reasonable, customary, and lawfully used in the forestry practices on the Protected Property, no substance defined, listed, or classified pursuant to any federal, state, or local law, or regulation, as hazardous, toxic, polluting, or otherwise contaminating to the air, water, soil, wildlife, or in any way harmful or threatening to human health or the environment ("Hazardous Material") exists or has been released, generated, treated, stored, used,

CONSERVATION EASEMENT

disposed of, deposited, abandoned, or transported "Released" in, on, from, or across the Protected Property.

10.4.2 Underground Storage Tanks

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

10.4.3 Compliance

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

10.4.4 Litigation

There is no pending or threatened litigation in any way affecting, involving, or relating to the Property.

10.4.5 Proceedings or Investigations

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 Protected 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.

CONSERVATION EASEMENT

10.5 Remediation

If, at any time, there occurs, or has occurred, a Release of a Hazardous Substance in, on, or about the Protected Property, Grantor agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required.

10.6 Control

Nothing in this Conservation Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in WLL to exercise physical or managerial control over the day-to-day operations of the Protected Property, or any of Grantor's activities on the Protected Property, or otherwise to become an operator with respect to the Protected Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA").

10.7 Hold Harmless

Grantor hereby releases and agrees to hold harmless, indemnify, and defend WLL and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions. This indemnification includes, reasonable attorneys' fees, arising from or in any way connected with:

Injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on the Protected Property, regardless of cause, except to the extent caused by the negligence of any of the Indemnified Parties;

The violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, or requirement, including, without limitation, CERCLA, by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Protected Property;

CONSERVATION EASEMENT

The presence or Release in, on, or from the Protected Property, at any time, of any Hazardous Substance or Material; and

Breach of the obligations, covenants, representations, and warranties of Article 10.4.

ARTICLE 11. TRANSFER OF PROTECTED PROPERTY

11.1 Conveyance

Nothing herein shall be construed as limiting the right of Grantor to sell, give, or otherwise convey the Protected Property or any portion or portions of the Protected Property, provided that any conveyance is subject to the terms of this Conservation Easement.

11.2 Subsequent Transfers by Grantor

Subject to the restrictions herein, Grantor may transfer the Protected Property or an interest therein, but each transferee, including without limitation a purchaser or lessee, shall take subject to, and be bound by, each and every term and provision of this Conservation Easement. All documents effectuating the transfer of an interest in the Protected Property shall make explicit reference, in the manner described below, to the existence of this Conservation Easement on the deed of transfer.

Grantor agrees to disclose this Conservation Easement to all prospective buyers of the Protected Property and Grantor shall notify WLL in writing at least thirty (30) days before conveying the Protected Property to any third party or the granting of any right or privilege regarding the Protected Property.

Grantor agrees that the terms of this Conservation Easement shall be incorporated by reference in any deed or other legal instrument by which Grantor transfers any interest in all or a portion of the Protected Property or by which Grantor grants to a third party a

CONSERVATION EASEMENT

right or privilege to use the Protected Property, including, without limitation, any easement, leasehold interest, or license agreement.

The incorporation by reference shall include the placement of the following statement into the documents by which the interest being transferred is conveyed, inserting the appropriate signing and recording information:

This conveyance is subject to the terms of a Deed of Conservation Easement dated the ___ day of December, 2017, recorded in the Office of the Recorder of Whitley County, Indiana on the ___ day of December, 2017, and identified as an instrument in those records as Document Number _____.

The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Conservation Easement or limit its enforceability.

If Protected Property subject to this Conservation Easement is transferred while a violation remains uncured, the Grantor who transfers remains liable for the violation jointly and severally with the transferee(s)/successor Grantor.

ARTICLE 12. AMENDMENT OF CONSERVATION EASEMENT

12.1 Amendment

If circumstances arise under which an amendment to, or modification of, this Conservation Easement would be appropriate and would comply with this paragraph, Grantor and WLL may jointly amend this Conservation Easement. WLL shall only agree to an amendment that meets the standards required by this paragraph, and is under no obligation to agree to any proposed amendment, and cannot and shall not under any circumstances allow an amendment that would affect the qualifications of this Conservation Easement or the status of WLL under any applicable laws including the Uniform Conservation Easement Act of Indiana Code 32-23-5-1 et seq. and the Internal Revenue Code 26 U.S.C. §170(h).

CONSERVATION EASEMENT

Any amendment must be consistent with the Conservation Purpose and Values of this Conservation Easement, must not affect its perpetual duration, must not remove the restrictions of the Conservation Easement from the Protected Property, must not result in any private benefit or inurement prohibited under the Internal Revenue Code or any net benefit to Grantor, and must enhance or have no net adverse effect on the Conservation Values of the Protected Property protected by this Conservation Easement.

Further, WLL shall not enter into any amendment that, in its judgment, undermines the public's perception of the reliability of conservation easements as a land conservation tool.

Finally, WLL shall not enter into any amendment that does not, in its judgment, uphold the intent of the original Grantor and the fiduciary obligation WLL has to protect the Protected Property for the benefit of the public in perpetuity.

Every Conservation Easement amendment must be approved in advance by WLL Board of Directors, must be in writing, signed by both parties, and recorded in the Public Records of the county in which this Conservation Easement is recorded.

ARTICLE 13. TERMINATION OF CONSERVATION EASEMENT

Termination, Condemnation, Eminent Domain, and Division of Proceeds

13.1 Termination

Unless terminated in whole or part by eminent domain, this Conservation Easement may only be terminated or extinguished, in whole or in part, by a court of competent jurisdiction.

CONSERVATION EASEMENT

13.1.1 Change in Conditions

This Conservation Easement shall be terminated or extinguished, in whole or in part, by a court of competent jurisdiction only if there are circumstances so changed that the Conservation Purpose of this Conservation Easement is manifestly impracticable to accomplish, because it is impossible or impracticable to maintain any of the Conservation Values of the Protected Property. Even if most Conservation Purposes are impracticable, so long as any Conservation Purpose remains, the Conservation Easement shall not be terminated.

13.1.2 Eminent Domain

If the Protected Property is taken, in whole or in part, by power of eminent domain, then WLL shall be entitled to compensation in accordance with applicable laws and in proportion to WLL's interest in the Protected Property at the effective date of this Conservation Easement.

If the Conservation Easement is terminated, in whole or in part, whether by condemnation, eminent domain, or other means, WLL, as owner of a vested property right, is entitled to compensation (as specified in Article 13.2 herein) for the value of the rights that were dormant (as specified in Article 7 herein) so long as the Conservation Easement survived.


13.2 Proceeds

Proceeds from whole or partial termination, condemnation, eminent domain, or a claim on an insurance policy involving casualty, damage, harm, or compromise to the property interest conveyed through this Conservation Easement shall be divided between WLL and Grantor in accordance with the following method:

- 13.2.1** Grantor agrees that this donation of a perpetual Conservation Easement gives rise to a property right, immediately vested in WLL, with a fair market value

CONSERVATION EASEMENT

that is at least equal to the proportionate value that the Conservation Easement, at the time of this gift, bears to the value of the Property as a whole at the time of this gift.

Grantor agrees that the conservation easement is 54.5 % of the appraised value of the total value of the Property without the easement. For purposes of these provisions, that proportionate value of the Conservation Easement shall remain constant. 

If a change in conditions gives rise to that extinguishment of the restrictions of this Conservation Easement, as set forth above, WLL, on a subsequent sale, exchange, or taking of the Protected Property, shall be entitled to a portion of the proceeds at least equal to that proportionate value of the Conservation Easement.

ARTICLE 14. ASSIGNMENT OF CONSERVATION EASEMENT

14.1 Transfer by WLL

WLL may transfer this Conservation Easement to a qualifying organization under Section 170(h) of the Internal Revenue Code and will notify Grantor of said transfer. Such a transfer may proceed only if the chosen, qualifying organization has a commitment to the Conservation Purposes of this Conservation Easement, resources available to enforce the restrictions, and expressly agrees to assume the responsibility imposed on WLL by this Conservation Easement. The assignment and assumption agreement shall be duly recorded.

14.2 Infirmity of WLL

If WLL, or its successors, ever ceases to exist or no longer qualifies under Section 170(h) of the Internal Revenue Code, or applicable state law, to hold this Conservation Easement, a court of competent jurisdiction shall, upon consultation with Grantor, transfer WLL's interest in this Conservation Easement to another qualified organization that is committed to the Conservation Purposes of this Conservation Easement, has

CONSERVATION EASEMENT

resources available to enforce the restrictions, and agrees to assume the responsibilities imposed by this Conservation Easement.

ARTICLE 15. GRANTOR'S TITLE WARRANTY

15.1 Grantor's Title Warranty and Title Insurance

Prior to the signing of this Conservation Easement, Grantor has provided WLL with a commitment for a policy of title insurance. Grantor represents and warrants that Grantor has good fee simple title to the Protected Property, subject only to liens, encumbrances, or defects reflected in that title commitment. To the best of Grantor's knowledge there are no off record liens or encumbrances affecting the Protected Property not reflected in that commitment. If Grantor discovers at any time that any old or new interest in the property exists that is not disclosed herein, Grantor shall immediately notify WLL of the discovery of the interest, and shall take all necessary steps to assist WLL in making the discovered interest subject to this Conservation Easement.

ARTICLE 16. SUBSEQUENT EASEMENTS OR RESTRICTIONS

16.1 Subsequent Easements or Restrictions

The grant of any easements or use restrictions that might diminish or impair the Conservation Values of the Protected Property is prohibited except as specifically permitted under the terms of this Conservation Easement. Grantor shall notify WLL and seek approval, following the procedures set forth in Article 4 at least 30 days before the date Grantor proposes to execute any such easements or restrictions on the Protected Property.

Any such easements or use restrictions, and any subsequent encumbrances, shall be subordinate to this Conservation Easement and make reference to it in any documents submitted for recording by including the placement of the following statement into the documents, inserting the appropriate signing and recording information:

CONSERVATION EASEMENT

This easement, use restriction, or encumbrance (choose one) is subject to the terms of a Deed of Conservation Easement dated the ___ day of December, 2017, recorded in the Office of the Recorder of Whitley County, Indiana on the ___ day of December, 2017, and identified as an instrument in those records as Document Number _____.

The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Conservation Easement or limit its enforceability.

ARTICLE 17. PERPETUITY AND NO MERGER OF TITLE

17.1 Perpetuity

This Conservation Easement shall run with and burden the Protected Property in perpetuity and shall bind Grantor and Grantor's heirs, successors, and assigns. This Conservation Easement is fully valid and enforceable by any assignee of WLL, whether assigned in whole or in part.

17.2 Perpetuation of Conservation Easement

Except as expressly otherwise provided herein, this Conservation Easement shall be of perpetual duration. No merger of title, estate, or interest shall be deemed effected by any previous, contemporaneous, or subsequent deed, grant, or assignment of an interest or estate in the Protected Property, or any portion thereof, to WLL, or WLL's successor or assignee, it being the express intent of the parties that this Conservation Easement not be extinguished by, or merged into, any other interest or estate in the Protected Property now or hereafter held by WLL, or WLL's successor or assignee.

CONSERVATION EASEMENT

ARTICLE 18. WAIVER

18.1 Waiver

No waiver by WLL of any default, or breach hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default or breach hereunder or affect rights arising by virtue of any prior or subsequent occurrence. No waiver shall be binding unless executed in writing by the party making the waiver.

ARTICLE 19. RECORDATION

19.1 Recordation

This Conservation Easement shall be recorded in the Recorder's Office of the county or counties in which the Protected Property is located. Re-recording is permitted by either party at any time for any purpose.

ARTICLE 20. ADDITIONAL PROVISIONS

20.1 Interpretation

This Conservation Easement shall be interpreted under the laws of the State of Indiana or federal law as appropriate, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its Conservation Purposes. References to authorities in this Conservation Easement are to the statute, rule, regulation, ordinance, or other legal provision that is in effect at the time this Conservation Easement becomes effective. No provision of this Conservation Easement shall constitute governmental approval of any improvements, construction, or other activities which may be permitted under this Conservation Easement.

20.2 Severability

If any portion of this Conservation Easement is determined to be invalid, the remaining provisions shall remain in force.

CONSERVATION EASEMENT

20.3 Entire and Complete Agreement

This Conservation Easement, together with any additional reports and Exhibits attached hereto or referenced herein, is the final and complete expression of an agreement between the parties. It supersedes all prior and contemporaneous discussions, negotiations, understandings, or agreements.

20.4 No Forfeiture

Nothing contained herein will result in a forfeiture or reversion of Grantor's title.

20.5 Joint Obligation

In the event that title to the Protected Property is held by more than one entity, the responsibility for fulfilling the obligations imposed by this Conservation Easement upon Grantor shall be joint and several.

20.6 Successors

In accordance with the manner in which the terms are defined, every provision of this Conservation Easement that applies to Grantor or WLL shall also apply to, and this Conservation Easement shall bind and inure to the benefit of, their respective agents, heirs, executors, administrators, assigns, and other successors in interest.

20.7 Counterparts

This Conservation Easement may be executed in two or more counterparts, each of which shall be deemed an original and which together shall constitute one and the same Conservation Easement. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

20.8 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.

CONSERVATION EASEMENT

20.9 Advice of Counsel

WLL and Grantor agree that Grantor will rely solely on Grantor's evaluation of Grantor's entitlement to the tax effect of the conveyance of this Conservation Easement, and that WLL has advised Grantor to secure independent counsel. Any information provided to Grantor by WLL regarding tax or other legal issues was intended to serve as introductory or background information at most, and Grantor does not and will not rely on any such information. Grantor agrees to hold WLL harmless from any claim related to Grantor's entitlement to a charitable deduction, with the sole exception being WLL's representation that it is a qualified holder of a conservation easement.

20.10 Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of protecting the Conservation Purposes and Values of the Protected Property, and the policy and purpose of Indiana Uniform Conservation Easement Act, Indiana Code 32-23-5-1, et seq, or its successor statutes. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Conservation Purposes of this Conservation Easement shall be favored. There shall be no presumption that any ambiguity will be construed against WLL, even though WLL may be responsible for the drafting of this Conservation Easement.

ARTICLE 21. AUTHORITY AND ACCEPTANCE OF CONSERVATION EASEMENT

21.1 Authority and Acceptance

Grantor represents that the person signing on behalf of Grantor has authority to sign and grant this Conservation Easement, and WLL represents that the person signing on behalf of WLL has authority to sign and accept this Conservation Easement. As attested by the authorized signatures affixed hereto, Grantor conveys the property interest described and intentionally imposes the restrictions. WLL hereby accepts the rights and responsibilities conveyed by this Conservation Easement.

CONSERVATION EASEMENT

IN WITNESS WHEREOF, Grantor has set their hand under seal on the days and year set forth below.

Dillon Revocable Living Trust dated
February 12, 2014, by:


Landowner's Signature

Gary P. Dillon, Trustee


Landowner's Signature

Judith Ann Dillon, Trustee

"Grantor"

CONSERVATION EASEMENT

STATE OF INDIANA)
) SS:
COUNTY OF Whitley)

Before me, a Notary Public in and for said County and State, personally appeared Gary P. Dillon and Judith Ann Dillon, Trustees of the Dillon Revocable Living Trust dated February 12, 2014, who acknowledged the execution of the foregoing instrument, and who, having been duly affirmed, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 20 day of December 2017.

Terenna I Flauding
Notary Public Terenna I Flauding
Terenna I Flauding
Printed Name
A Resident of Whitley County, Indiana


My Commission Expires:
Aug 9, 2025

CONSERVATION EASEMENT

ACCEPTANCE

The foregoing Conservation Easement is hereby duly accepted by Wood-Land-Lakes Resource Conservation and Development, Inc. this 21ST day of DECEMBER, 2017.

Wood-Land-Lakes Resource Conservation and Development, Inc.



Signature and Title

MIKE VALER

Printed Name and Title



Signature and Title

RICHARD C. MEYER Vice President

Printed Name and Title

CONSERVATION EASEMENT

STATE OF INDIANA)
) SS:
COUNTY OF Elkhart)

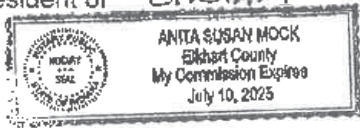
Before me, a Notary Public in and for said County and State, personally appeared MIKE YODER and _____, the PRESIDENT and _____, respectively, of Wood-Land-Lakes Resource Conservation and Development, Inc., who acknowledged the execution of the foregoing instrument, and who, having been duly affirmed, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 21st day of DECEMBER 2017.

Anita Susan Mock
Notary Public
ANITA SUSAN MOCK
Printed Name

A Resident of Elkhart County, Indiana

My Commission Expires:
7-10-2025



This document was prepared by
Wood-Land-Lakes Resource Conservation and Development, Inc.

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.
Wood-Land-Lakes Resource Conservation and Development, Inc.

CONSERVATION EASEMENT

STATE OF INDIANA)
) SS:
COUNTY OF NOBLE)

Before me, a Notary Public in and for said County and State, personally appeared RICHARD C. MEYER and XXXXXXXXXXXXXXXXXXXX, the VICE PRESIDENT and XXXXXXXXXXXXXXXXXXXX, respectively; of Wood-Land-Lakes Resource Conservation and Development, Inc., who acknowledged the execution of the foregoing instrument, and who, having been duly affirmed, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 21ST day of DECEMBER 2017.

Sandra Rosenogle
Notary Public
SANDRA ROSENOGLE
Printed Name
A Resident of NOBLE County, Indiana

My Commission Expires:
MARCH 24, 2022

This document was prepared by
Wood-Land-Lakes Resource Conservation and Development, Inc.

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.
Wood-Land-Lakes Resource Conservation and Development, Inc.

CONSERVATION EASEMENT

LEGAL DESCRIPTION
EXHIBIT A
PAGE 1 OF 3

Part of the West half of the Southeast Quarter, together with part of the Southwest Quarter, all being in Section 26, Township 32 North, Range 8 East, Whitley County, Indiana and all together being more particularly described as follows, to wit:

Commencing at a county monument found at the Southwest corner of the Southwest Quarter of said Section 26; thence East, on and along the South line of said Southwest Quarter, a distance of 1942.4 feet to a P.K. nail set at the true point of beginning; thence continuing East, on and along said South line, being within the right-of-way of County Road 200N, a distance of 699.8 feet to a railroad spike marking the Southeast corner of said Southwest Quarter, also being the Southwest corner of the Southeast Quarter of said Section 26; thence Easterly, by a deflection angle left of $00^{\circ}-05'-30''$, on and along the South line of said Southeast Quarter, being within the right-of-way of County Road 200N, a distance of 1312.2 feet to a P.K. nail found at the Southeast corner of the West half of said Southeast Quarter; thence Northerly, by an interior angle of $91^{\circ}-22'-30''$, on and along the East line of the West half of said Southeast Quarter, a distance of 1325.4 feet to a wood post found at the Northwest corner of the South half of the East half of said Southeast Quarter; thence Northerly, by a deflection angle right of $00^{\circ}-11'$, on and along the East line of the West half of said Southeast Quarter, a distance of 1315.2 feet to a rail post found at the Northeast corner of the West half of said Southeast Quarter; thence Westerly, by an interior angle of $88^{\circ}-32'$, on and along the North line of said Southeast Quarter, a distance of 1319.8 feet to a rail post found at the Northwest corner of said Southeast Quarter; thence Southerly, by an interior angle of $91^{\circ}-12'-30''$, on and along the West line of said Southeast Quarter, also being the East line of the Southwest Quarter of said Section 26, a distance of 408.9 feet to the East face of a wood post found; thence Westerly, by a deflection angle right of $89^{\circ}-23'-30''$, a distance of 767.4 feet to a steel fence post set; thence Southerly, by an interior angle of $90^{\circ}-38'$, a distance of 1013.4 feet to a steel fence post set; thence Easterly, by an interior angle of $93^{\circ}-38'$, on and along a line established by an existing fence line, a distance of 925.8 feet to a wood post found; thence Southerly, by a deflection angle right of $91^{\circ}-08'$, on and along an existing fence line, a distance of 402.4 feet to the Southeast corner of a wood post found; thence Westerly, by a deflection angle right of $87^{\circ}-33'$, on and along a line established by an existing fence line, a distance of 807.7 feet to a rail post found; thence Southerly, on and along a line established by an existing fence line, a distance of 799.9 feet to the true point of beginning, containing 109.155 acres of land; more or less, subject to legal right-of-way for County Road 200N, subject to all legal drain easements, subject to easements for two (2) overhead power lines which cross the above described tract and subject to all other easements of record.

CONSERVATION EASEMENT

LEGAL DESCRIPTION
EXHIBIT A
PAGE 2 OF 3

Part of the West half of the Southeast Quarter, together with part of the Southwest Quarter, all being in Section 26, Township 32 North, Range 8 East, Whitley County, Indiana, and all together being more particularly described as follows, to wit:

Commencing at a county monument found at the Southwest corner of the Southwest Quarter of said Section 26; thence East, on and along the South line of said Southwest Quarter, a distance of 1723.66 feet to a R.R. Spike at the true point of beginning; thence continuing East, on and along said South line, being within the right-of-way of County Road 200N, a distance of 218.74 feet to a P.K. nail found; thence Northerly, by an interior angle of 92 degrees 17 minutes 30 seconds, a distance of 799.9 feet to a rail post found; thence Easterly, by a deflection angle right of 91 degrees 15 minutes 30 seconds, a distance of 807.7 feet to the Southeast corner of a wood post found; thence Northerly, by an interior angle of 92 degrees 27 minutes, a distance of 402.4 feet to a wood post found; thence Westerly, by an interior angle of 88 degrees 52 minutes, a distance of 925.8 feet to a steel fence post found; thence Northerly, by a deflection angle right of 86 degrees 22 minutes, a distance of 1013.4 feet to a steel fence post found; thence Easterly, by a deflection angle right of 89 degrees 22 minutes, a distance of 767.4 feet to the East face of a wood post found on the East line of the Southwest Quarter of said Section 26; thence Northerly, by an interior angle of 90 degrees 36 minutes 30 seconds, on and along said East line, a distance of 408.9 feet to a rail post found marking the Northeast corner of the Southwest Quarter of said Section 26; thence Westerly, by an interior angle of 88 degrees 34 minutes 30 seconds, on and along the North line of said Southwest Quarter, a distance of 917.47 feet to an iron pin, said iron pin being situated 1723.63 feet East of an iron pin found marking the Northwest corner of said Southwest Quarter; thence Southerly, by an interior angle of 91 degrees 27 minutes, a distance of 2639.08 feet to the true point of beginning, containing 26.202 acres of land, more or less, subject to legal right-of-way for County Road 200N, subject to all legal drain easements, subject to easements for Two (2) overhead power lines which cross the above-described tract and subject to all other easements.

CONSERVATION EASEMENT

LEGAL DESCRIPTION
EXHIBIT A
PAGE 3 OF 3

Part of the Southwest Quarter of Section 26, Township 32 North, Range 8 East, Whitley County, Indiana, being more particularly described as follows, to wit:

Beginning at an iron pin found at the Southwest corner of the Southwest Quarter of said Section 26; thence East, on and along the South line of said Southwest Quarter, being within the right-of-way of County Road 200N, a distance of 1723.66 feet to a railroad spike; thence Northerly, by an interior angle of $91^{\circ}-14'$, parallel to the West line of said Southwest Quarter, a distance of 812.0 feet to an iron pin; thence Westerly, by an interior angle of $89^{\circ}-37'-15''$, a distance of 1723.3 feet to a railroad spike on the West line of said Southwest Quarter; thence Southerly, by an interior angle of $90^{\circ}-22'-45''$, on and along said West line, being within the right-of-way of County Road 450W, a distance of 837.7 feet to the point of beginning, containing 32.632 acres of land, more or less, subject to legal right-of-way for County Road 200N and County Road 450W, subject to all legal drain easements, subject to an easement for a power line which crosses the above described tract and subject to all other easements of record.



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11± ACRE POND



11± ACRE POND

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9± ACRE POND



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