

ORDINANCE 2011- 02
COMMISSIONERS OF STARKE COUNTY
County of Starke, State of Indiana
Adopted: March 7, 2011.

FILED

MAR 07 2011

K. Thomas Coffey
AUDITOR, STARKE COUNTY

**A RESOLUTION OF
THE COMMISSIONERS OF STARKE COUNTY INDIANA
Accepting the Donation of Certain Lands in Trust and Creating
THE STARKE COUNTY FOREST
Subject to the Terms and Conditions Thereof**

WHEREAS, Bruce E. Wakeland has offered to donate to Starke County Indiana, in trust, certain parcels of real estate situated in Starke County Indiana consisting of approximately ~~129~~ acres, and described as follows, to wit:

A parcel of land in the NW ¼ of the SE ¼ of Sec. 23, T 33 N, R 1 W of the Second Principal Meridian in Starke County, Indiana, More particularly described as follows: Beginning at the center of said Section 23; thence East along the North line of said NW ¼ of SE ¼ a distance of 662.0 feet; thence South, along fence line, a distance of 828.0 feet; thence West a distance of 664.0 feet; thence North, along West line of said NW ¼ of SE ¼, a distance of 828.0 feet to the point of beginning. Containing 12.60 acres, more or less.

AND

The West Half of the Northeast Quarter (NE ¼) of Section 23, Township 33 North, Range 1 West, of the Second Principal Meridian (2nd P.M.), Starke County, Indiana, and all improvements thereon.

AND

The East half of the West half of the Southeast Quarter of Section 23, Township 33 north, Range 1 west of the 2nd P.M., Starke County, Indiana, EXCEPT commencing at the southeast corner of the SE ¼ of said Section 23; thence North 89°36'00" West on the south line of the SE ¼ of said Section 23, a distance of 1332.60 feet to the southeast corner of the West half of the SE ¼ of said Section 23 and the point of beginning; thence continuing North 89°36'00" West on said south line, 416.00 feet; thence North 00°01'35" East, parallel with the east line of the West half of the SE ¼ of said Section 23, a distance of 524.00 feet to a 5/8" capped rebar; thence South 89°36'00" East, parallel with said south line 416.00 feet to a 5/8" capped rebar on the east line of the West half of the SE ¼ of said Section 23; thence South 00°01'35" West on said east line, 524.00 feet to the point of beginning.

Assumed the west line of the Southeast Quarter to bear due north. Subject to public highway.

And,

WHEREAS, the above described donation is proposed to be accomplished by a trust

denominated “The Irrevocable Starke County Forest Trust”, executed by said Bruce E. Wakeland, in person and also on behalf of his late wife Jane A. Wakeland, a copy of which is attached hereto and hereby incorporated herein as “Exhibit 1”, and,

WHEREAS, pursuant to the trust, the Commissioners of Starke County are designated as trustees for the public dedication of the lands described above, but subject to the terms and conditions of the trust; and,

WHEREAS, the terms and conditions of the trust anticipate the creation of a perpetual public multiple use working forest area, providing public outdoor recreational opportunities while continuing to provide forest products including timber; and,

WHEREAS, a forest management plan is submitted, attached hereto and hereby incorporated herein at “Exhibit 2”; and,

WHEREAS, it is the undersigned Commissioners specific intention and a primary purpose of the Starke County Forest that the property shall be entirely self-supporting through the sale of forest products, including timber, produced on the premises, and serve as a model for self-supporting multiple use public forest lands; and,

WHEREAS, the Commissioners have personally examined the property and found it to be well suited to public recreation for the benefit of Starke County residents and visitors; and further, have found that a need for outdoor recreational opportunities exists in Starke County; and,

WHEREAS, the Commissioners recognize the important contribution of the forest products industry to the economy of Indiana, and Starke County, and find that it is in the best interest of this important economic sector that the property be managed to enhance its

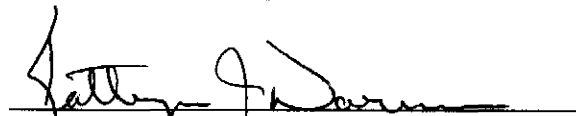
productivity in concert with other important benefits from forest lands; and,


THEREFORE, BE IT RESOLVED, that the Commissioners of Starke County, as trustees, hereby accept the donation of said lands from Bruce E. Wakeland, donated by him on behalf of himself and his late wife Jane A. Wakeland, in trust, for the purposes expressed therein and subject to the terms and limitations thereof, and hereby adopt the forest management plan, and appoint Bruce E. Wakeland as property manager.

BUT PROVIDED that the Starke County Forest shall be entirely self-supporting, and not subsidized by taxes, funds, or assessments other than sale of products from the forest, voluntary donations of funds, labor, or other items of value, or grants not requiring use of local public funds.

ADOPTED this 7th day of March 2011.


Dan Bridegroom, President


Kathy Norem, Member


Jennifer Davis, Member

ATTEST:

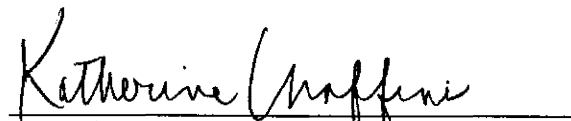

Katherine Chaffins, Auditor, Secretary
Starke County, Indiana

EXHIBIT "A"

A parcel of land in the NW ¼ of the SE ¼ of Sec. 23, T 33 N, R 1 W of the Second Principal Meridian in Starke County, Indiana, More particularly described as follows: Beginning at center of said Section 23; thence East along North line of said NW ¼ of SE ¼ a distance of 662.0 feet; thence South, along fence line, a distance of 828.0 feet; thence West a distance of 664.0 feet; thence North, along West line of said NW ¼ of SE ¼, a distance of 828.0 feet to the point of beginning. Containing 12.60 Acres, more or less.

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Subject to public highway.

THE IRREVOCABLE STARKE COUNTY FOREST TRUST

I deed to the Starke County Board of Commissioners as Trustee of the Irrevocable Starke County Forest Trust, in Knox, Indiana, for use by the public, the following described real estate in Starke County, Indiana, subject to the conditions set forth herein:

Description - See Exhibit "A" attached hereto.

TERMS AND CONDITIONS

1. The name of the Trust shall be "The Irrevocable Starke County Forest Trust". The property is currently titled in the name of Bruce E. Wakeland and Jane A. Wakeland, husband and wife. Jane A. Wakeland passed away on May 1, 2010. Bruce E. Wakeland hereby donates this property on behalf of both of them.

2. The land shall be used for the enjoyment for the public and the activities allowed on the land shall be, picnicking, hiking, cross-country skiing, bird watching, and any related activities that bring people and nature closer together.

3. There shall be no horses or motor vehicles except that a manager of the facility may use a motorized vehicle to perform his or her duties and also for use in the maintenance and upkeep of the property and any other property management needs deemed necessary.

4. Hunting shall be limited to control of deer populations or any other animals that threaten the shared environment.

5. Parking - It is understood that parking lots may need to be placed at both ends in order to facilitate access so that the grounds can be enjoyed.

6. American Chestnut Foundation - There is a grove of chestnut trees that belongs to the American Chestnut Foundation pursuant to an agreement entered into with me. The purpose of said agreement was for the propagation of the American Chestnut tree and the American Chestnut Foundation has the right to harvest, timber or even destroy

the trees if it determines the genetics are not desirable.

7. During my lifetime I will be the manager/overseer of the grounds in order to actualize the plan I envision for the usage of the land by the public. I also reserve the right to the use of the trees, wood, seeds, nuts, fruits, cuttings and any other plant product for personal use.

8. It is my desire that after my resignation or death, the Indiana Department of Natural Resources Forester or a consulting certified forester, certified by the Society of American Foresters shall be responsible for the forest management plan. The grounds shall be managed by the forest manager consistent with the forest management plan which is created every five (5) years. After my resignation or death the county commissioners shall appoint a forest manager. After my death, if I am survived by a widow, for so long as she resides at the adjacent property, my widow's consent shall be required as part of the approval process of a new forest manager.

9. Any timber sold from the property, the proceeds shall be deposited into a separate account maintained for the Starke County Forest and shall be used only for the maintenance and/or improvement of said property.

10. The manager/overseer, may, at any time as determined in his sole discretion, close one or more area of the property to public access for repairs, maintenance, stewardship, for the benefit of any biological resource on the property or for any other purpose not inconsistent with the conditions set forth herein. The manager/overseer may close an area of a reasonable size near and around the Wakeland residence to public access to ensure the home's resident's personal privacy.

11. In the event the Indiana Department of Natural Resources declines responsibility for the obligation, then the Commissioners of Starke County shall appoint a certified forester who shall have the obligation to manage the property as an educational area for the enjoyment of the public consistent with the terms and conditions

as set forth herein.

IN WITNESS WHEREOF, Bruce E. Wakeland has executed this Trust Agreement on the 7th of March, 2011.

Bruce Wakeland
Bruce E. Wakeland

STATE OF INDIANA)
) SS:
COUNTY OF STARKE)

BEFORE ME, a Notary Public in and for said County and State, personally appeared, Bruce E. Wakeland and acknowledged the execution of the foregoing Trust Agreement.

WITNESS my hand and seal this 7th day of March, 2011.
My Commission Expires:
April 24, 2013

Martin R. Lucas
Martin R. Lucas, Notary Public 540455
Starke County Resident

ACCEPTANCE:

The below signed Commissioners of Starke County accept the real estate conveyed herein for the purposes set forth. Presented to the Board of Commissioners of Starke County, Indiana, and approved on the first reading the 7th day of March, 2011, by the following vote:

Dated: 3-7-_____, 2011.

BOARD OF COMMISSIONERS OF STARKE COUNTY

Vote yes Daniel Bridegroom
Daniel D. Bridegroom, President

yes Kathy J. Norem
Kathy J. Norem, Vice President

yes Jennifer Davis
Jennifer Davis, Member

ATTEST:
Katherine Chaffins
Katherine Chaffins, Auditor of Starke County

This instrument prepared by Jere L. Humphrey, Attorney at Law, Attorney #7885-50, Wyland, Humphrey, Wagner Clevenger, LLP, 319 West Jefferson Street, Post Office Box 158, Plymouth, Marshall County, Indiana 46563.