STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

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MORAIS W. CARLER RECORDER

98045423

498114 LD 5117 Hammond Empres Casino

After recording this instrument should be returned to:

James L. Morgan, Esq. Henderson & Morgan, LLC 164 Hubbard Way, Suite B Reno, NV 89502

ASSIGNMENT OF PERMITS, LICENSES AND CONTRACTS (HAMMOND)

THIS ASSIGNMENT OF PERMITS, LICENSES AND CONTRACTS (HAMMOND) ("Assignment") list made landy entered into as of 1998 by and between EMPRESS CASINO HAMMOND CORPORATION, an Indiana corporation, hereinafter referred to as "Assignor", party of the first part, and WELLS FARGO BANK, National Association, as the administrative and collateral agent for the Lenders, the Swingline Lender and the L/C Issuer (all of which are defined in the Credit Agreement referred to below), hereinafter referred to, together with its successors and assigns, in such capacity, as "Agent Bank", party of the second part.

RECITALS:

WHEREAS:

Reference is made to that certain Credit Agreement (as it may be hereafter renewed, extended, amended, restated or otherwise modified, the "Credit Agreement") executed concurrently, or substantially concurrent, herewith by and among Assignor, Empress Entertainment, Inc., a Delaware corporation, and Empress Casino Joliet Corporation, Illinois corporation (collectively, "Borrowers"), the Lenders therein named (each, together with their respective successors and assigns, individually being referred to herein as a "Lender" and collectively as the "Lenders"), the Swingline Lender therein named (referred to herein, together with its successors and assigns, as the "Swingline Lender"), the L/C

Issuer therein named (referred to herein, together with its successors and assigns, as the "L/C Issuer"), and Agent Bank. Agent Bank, the Lenders, the Swingline Lender and the L/C Issuer are collectively referred to herein as the "Banks". All capitalized words and terms which are used herein (and which are not otherwise defined herein) shall have the respective meanings and be construed herein as provided in Section 1.01 of the Credit Agreement and any reference to a provision of the Credit Agreement shall be deemed to incorporate that provision as a part hereof in the same manner and with the same effect as if the same were fully set forth herein.

- Pursuant to the Credit Agreement, and subject to the terms and conditions specified therein, the Lenders have agreed to provide a reducing revolving credit facility to Borrowers with an initial maximum principal amount of One Hundred Million Dollars (\$100,000,000.00) available for Borrowings thereunder (together with all extensions, renewals, amendments, substitutions and other modifications thereof, the "Credit Facility"), which Credit Facility includes: subfacility for funding of Swingline Advances by the Swingline Lender on shorter notice and in lesser amounts than would otherwise be required for Borrowings under the Credit Facility (together with all extensions, renewals, amendments, substitutions, and other modifications thereof, the "Swingline Facility"); and (ii) a subfacility for the issuance of Letters of Credit by the L/C Issuer (together with all extensions, renewals, amendments, substitutions and other modifications thereof, the "L/C Facility" and, together with the Credit Facility and the Swingline Facility, the "Bank Facilities"); all as more particularly set forth by the Credit Agreement.
- C. It is a condition of the Bank Facilities that all assignable permits, licenses, warranties and contracts, if any (other than the Excluded Items defined in Section 15 below), which are entered into in connection with, or are in any way relating to: (i) the real property, located in the County of Lake, State of Indiana, which is described by "Exhibit A" attached hereto (the "Real Property"), or any portion thereof (with Parcel of the Real Property, as set forth on "Exhibit A", being referred to herein as the "Fee Property"); (ii) the ECHC Riverboat which is defined by the Credit Agreement and which is docked primarily at the Real Property (together with any other vessels which are substituted therefor, or are hereafter utilized in connection therewith, the "Vessels"); (iii) the ECHC Casino Facilities

operated on, or in connection with, the Real Property and/or the Vessels; or (iv) any other business activity conducted by, or on behalf of, Assignor on, or in connection with, the Real Property and/or any of the Vessels (collectively, the "Additional Business(es)") now existing, or which in the future may be entered into or procured; be presently assigned to Agent Bank as additional security for the Bank Facilities and as additional security for the performance of all obligations to be performed by Assignor pursuant to the Credit Agreement and the other Loan Documents upon the terms and conditions set forth below. All such permits, licenses, warranties and contracts, if any, whether presently existing or entered into in the future (other than the Excluded Items), are hereinafter collectively referred to as the "Permits".

NOW, THEREFORE, in consideration of the Bank Facilities, Assignor does hereby assign to the Agent Bank all of its right, title and interest in and to the Permits, as follows: This Document is the property of

- 1. Assignor does hereby grant, assign and convey unto Agent Bank all the right, title, interest and privilege which Assignor has or may have in any Permits. Without limiting the generality of the foregoing, but subject to the provisions of Section 4 of this Assignment, Agent Bank shall have the present and continuing right with full power and authority, in its own name, or in the name of Assignor or otherwise, to do any and all things which Assignor may be or may become entitled to do under the said Permits, and the right to make all waivers and agreements, give all notices, consents and releases and other instruments and to do any and all other things whatsoever which Assignor may be or may become entitled to do under the said Permits.
- 2. The acceptance of this Assignment and the payment or performance under the Permits hereby assigned shall not constitute a waiver of any rights of the Agent Bank or of the Banks under the terms of the Credit Agreement or any other Loan Document for the benefit of the Agent Bank or of the Banks.
- 3. Assignor shall keep and perform the following with respect to the Permits:
- (a) Except as may be permitted in the Credit Agreement, Assignor will not further assign any interest in the Permits, or create or permit any lien, charge, or encumbrance upon its interests in the Permits;

- (b) Assignor will not, without the prior written consent of the Agent Bank:
- (i) cancel, terminate or surrender, or consent to any cancellation, termination or surrender, or permit any event to occur which would entitle any grantor of a Permit to terminate or cancel its Permits if such cancellation, termination or surrender would be reasonably likely to materially and adversely affect either the ECHC Casino Facilities or any Additional Business (other than a cancellation or termination caused by the default of the Permit grantor thereunder);
- (ii) fail to comply with any condition or to satisfy any obligation which may be imposed upon Assignor under any Permit if such failure would be reasonably likely to materially and adversely affect either the ECHC Casino Facilities or any Additional Business;
- This Document is the property of the La(iii) amend or modify any of the Permits if such amendment or modification would be reasonably likely to materially and adversely affect either the ECHC Casino Facilities or any Additional Business;
- (iv) waive any default under or breach of any Permit except for any waiver that would not be reasonably likely to result in any material adverse affect on either the ECHC Casino Facilities or any Additional Business;
- (v) give any consent, waiver or approval which would be reasonably likely to impair Assignor's interest in any of the Permits if such consent, waiver or approval would be reasonably likely to materially and adversely affect either the ECHC Casino Facilities or any Additional Business; or
- (vi) fail to keep any Permit in full force and effect if such failure would be reasonably likely to materially and adversely affect either the ECHC Casino Facilities or any Additional Business.
- (c) Assignor will promptly notify the Agent Bank of the occurrence of any default under any of the Permits which, if left uncured, would be reasonably likely to materially and adversely affect either the ECHC Casino Facilities or any Additional Business.

- Notwithstanding any provision to the contrary contained in this Assignment, it is understood and agreed that so long as there shall exist no Event of Default under the Credit Agreement: (i) there is reserved to Assignor a license to retain, use and enjoy the Permits; and (ii) Agent Bank shall not exercise any rights which it may have under Section 1 of this Assignment. Upon the occurrence of an Event of Default, such license granted to Assignor may be immediately revoked by Agent Bank (except that, upon of Default, occurrence of an Event of Default under subsections 7.01(f), (g) or (h) of the Credit Agreement, such license granted to Assignor shall be automatically revoked) without further demand or notice and Agent Bank is hereby empowered to enter and take possession of the Fee Property and/or the Vessels, manage and operate the same and to do all acts required or permitted by the Permits, and to perform such other acts in connection with the use, management and operation of the Fee Property and/or the Vessels as Agent Bank, in its sole discretion, Thay deem proper the Should the Event of Default which resulted in any such revocation be cured prior to foreclosure, deed-in-lieu of foreclosure, or a similar conveyance under any of the Security Documentation, then such license granted to Assignor shall be immediately reinstated without further demand or notice and Agent Bank shall, as soon as reasonably possible, redeliver possession of the Permits to Assignor (and, at the expense of Assignor, shall execute such notices to third parties as Assignor may reasonably request) and the parties hereto shall each be restored to, and be reinstated in, their respective rights and positions hereunder if the Event of Default had not occurred (without impairment of or limitation on Agent Bank's right to proceed hereunder upon subsequent Events of Default).
- 5. Neither Agent Bank nor any of the Banks shall be obligated to perform or discharge any obligation or duty to be performed or discharged by Assignor under the Permits. This Assignment shall not place responsibility for the control, care, management, operation or repair of the Real Property, of the Vessels, of the ECHC Casino Facilities, or of any Additional Business upon Agent Bank, any of the Banks or any of their respective trustees, officers, employees, agents, attorneys or stockholders (collectively, the "Indemnified Parties"); nor shall this Assignment cause any of the Indemnified Parties to be responsible or liable for any negligence in the management, control, care, operation or repair of the Real Property, of the Vessels, of the ECHC Casino Facilities or of any Additional Business which results in loss, injury or death to any tenant, guest, licensee,

employee or stranger (provided that this Section 5 shall not act to relieve any Indemnified Party from liability which results from such Indemnified Party's own gross negligence or willful misconduct).

Assignor hereby agrees to indemnify, protect, defend and save harmless each of the Indemnified Parties from and against, any and all losses, damages, expenses or liabilities of any kind or nature from any suits, claims or including reasonable counsel fees incurred investigating or defending such claim, suffered by any of them and caused by, relating to, arising out of, resulting from, or in any way connected with: (i) this Assignment; (ii) any of the Permits; or (iii) the management, control, care, operation or repair of the Real Property, of the Vessels, of the ECHC Casino Facilities or of any Additional Business. It is provided, however, that Assignor shall not be obligated to indemnify, protect, defend or save harmless an Indemnified Party if, and to the extent; the closs, damage, expense or liability was caused by (a) the gross negligence or willful misconduct of such Indemnified Party, or (b) the breach of this Assignment or any other Loan Document by such Indemnified Party or the breach of any laws, rules or regulations by such Indemnified Party (other than those breaches of laws arising from any Borrower's default). In case any action shall be brought against any Indemnified Party based upon any of the above and in respect to which indemnity may be sought against Assignor, Agent Bank shall promptly notify Assignor writing, and Assignor shall assume the defense thereof, including the employment of counsel selected by Assignor and reasonably satisfactory to the Indemnified Party the payment of all costs and expenses and the right to negotiate and consent to settlement. Upon reasonable determination made by an Indemnified Party that such counsel would have a conflict representing such Indemnified Party and Assignor, the applicable Indemnified Party shall have the right to employ, at the expense of Assignor, separate counsel in any such action and to participate in the defense thereof. Assignor shall not be liable for any settlement of any such action effected without its consent, but if settled with Assignor's consent, or if there be a final judgment for the claimant in any such action, Assignor agrees to indemnify, defend and save harmless such Indemnified Parties from and against any loss or liability by reason of such settlement or judgment. In the event that any Person is adjudged by a court of competent jurisdiction not to have been entitled to indemnification under this Section 6, it shall repay all amounts with respect to which it has been so adjudged. If and to the extent that

the indemnification provisions contained in this Section 6 are unenforceable for any reason, Assignor hereby agrees to make the maximum contribution to the payment and satisfaction of such obligations that is permissible under applicable law. The provisions of this Section 6 shall survive the termination of this Assignment and Bank Facility Termination.

- 7. Assignor agrees that this Assignment and the designation and directions herein set forth are irrevocable. So long as: (i) this Assignment and/or the designation and directions set forth herein are in effect; (ii) any obligation of Assignor under the Bank Facilities remains unsatisfied; or (iii) the Banks, or any of them, have any obligation, whether contingent or otherwise, to advance any funds under the Bank Facilities or any of the Loan Documents; Assignor will not make any other assignment, designation or direction inconsistent herewith (except as otherwise permitted in the Credit Agreement), and any such assignment, designation or direction which is inconsistent herewith shall be void. Assignor will, from time to time, execute all such instruments of further assurance and all such supplemental instruments as may be reasonably requested by Agent Bank.
- 8. No action or inaction on the part of Agent Bank or any of the Banks shall constitute an assumption on the part of Agent Bank or any of the Banks of any obligations or duties under the Permits. No action or inaction on the part of Assignor shall adversely affect or limit in any way the rights of Agent Bank under this Assignment or, through this Assignment, under the Permits.
- 9. Assignor warrants and represents that no other assignments of its interests in the Permits have been made; that no notice of termination has been served on it with respect to any Permits, the termination of which would be reasonably likely to result in a Material Adverse Change; and that there are presently no defaults existing under any of the Permits, which defaults would be reasonably likely to result in a Material Adverse Change if left uncured.
- 10. The full performance of the terms contained in the Credit Agreement and the Notes and the due release and termination of the Security Documentation shall render this Assignment void. Upon such reconveyance, the Agent Bank, at the request and the expense of Assignor, will deliver either an instrument canceling this Assignment or assigning the rights of Agent Bank hereunder, as Assignor shall direct.

- 11. This Assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, successors and assigns. This Assignment may not be modified or terminated orally.
- 12. All of the rights and remedies of Agent Bank hereunder are cumulative and not exclusive of any other right or remedy which may be provided for hereunder or under any other Loan Document. Nothing contained in this Assignment and no act done or omitted by Agent Bank or any of the Banks pursuant to its terms shall be deemed a waiver by Agent Bank or any of the Banks of any rights or remedies under the Loan Documents, and this Assignment is made and accepted without prejudice to any rights or remedies possessed by Banks under the terms of the Loan Documents. The right of Banks to collect the secured principal, interest, and other Indebtedness under any of the Loan Documents, and to enforce any other security may be exercised by Agent Bank or the Banks prior to, simultaneous with, or subsequent to any action taken under this Assignment.
- Assignor shall be deemed to have appointed and does hereby appoint Agent Bank the attorney-in-fact of Assignor to prepare, sign, file and/or record such documents or instruments, or take such other actions, as may be reasonably necessary to perfect and preserve, against third parties, the interest in the Permits which is granted to Agent Bank hereunder.
- 14. This Assignment shall be governed by the internal laws of the State of Indiana, without regard to principles of conflict of law.
- 15. The terms of this Assignment notwithstanding, it is specifically provided that no interest in any of the following (collectively, the "Excluded Items") is granted hereunder:
- (a) all of Assignor's right, title and interest in, and to, that certain Hammond Riverboat Gaming Project Development Agreement (the "Development Agreement") which is executed under date of June 21, 1996 by and among the City of Hammond, Indiana, the City of Hammond Department of Redevelopment and Assignor;
- (b) all of Assignor's right, title and interestin, and to: (i) that certain License Agreement (the "Port

Authority License") which is executed under date of June 21, 1996 by and between the Hammond Port Authority and Assignor, record notice of which is granted pursuant to that certain Memorandum of License Agreement that is recorded in the Official Records of Lake County, Indiana on March 5, 1997 as Instrument No. 97014037; and (ii) the Improvements which are defined by Article I of the Port Authority License;

(c) all of Assignor's right, title and interest in, and to: (i) that certain Lease (the "Redevelopment Lease") which is executed under date of June 19, 1996 by and between the City of Hammond Department of Redevelopment and Assignor, record notice of which is granted pursuant to that certain Memorandum of Lease that is recorded in the Official Records of Lake County, Indiana on February 25, 1997 as Instrument No. 97011660; and (ii) the Redevelopment Parcel and Improvements which are defined by Article I of the Redevelopment Lease;

This Document is the property of

(d) all of Assignor's right, title and interest in, and to, that certain License Agreement which is executed under date of June 19, 1996 by and among the Department of Water Works of the City of Hammond and Assignor, record notice of which is granted pursuant to that certain Memorandum of License Agreement that is recorded in the Official Records of Lake County, Indiana on March 5, 1997 as Instrument No. 97014038;

(e) all of Assignor's right, title and interest in, and to, the Gaming License issued to Assignor by the Indiana Gaming Commission;

(f) any Deposit Accounts established by Assignor pursuant to the Agreement Respecting the S/S Milwaukee Clipper by and between Lake Michigan Charters, Ltd. and the Hammond Port Authority dated March 20, 1996, and/or the Memorandum of Understanding and Consent by and between the Hammond Port Authority and H. Joseph Vaughn, President, DMS of Hammond, Inc. dated September 20, 1995;

(g) any interest of Assignor in sewer capacity reservation set forth in Quitclaim Deed, Bill of Sale and Sewer Capacity Reservation Agreement between Assignor, Hammond Bridge and Roadworks, LLC and the Sanitary District of the City of Hammond, Indiana, recorded February 21, 1997, in the office of the Recorder of Lake County, Indiana as Instrument No. 97010865;

- (h) Temporary Permit to Enter Upon Property dated March 8, 1996, granted by the Elgin, Joliet and Eastern Railway Company ("EJE") to Hammond Bridge and Roadworks, LLC, as assigned to Assignor and as amended, and any agreement entered into or to be entered into with EJE for the acquisition of property to fulfill Assignor's commitments under the Development Agreement;
- (i) any portion of the parking garage which is situated on property subject to the Redevelopment Lease, which portion is owned by Assignor and which portion Assignor is required to convey to the City of Hammond and/or any of its political subdivisions;
- (j) any investment or deposits made by Assignor pursuant to an agreement to be entered into by and between the City of Hammond and Assignor regarding guidelines for the investment by Assignor of Three Million Five Hundred Thousand Dollars (\$3,500,000.00) of the residential housing investment in fulfillment of Assignor's obligations under Section 5.07 of the Development Agreement; and
- (k) any interest of Assignor in Hammond Residential, LLC or in any loans made by or security interests granted to Hammond Residential, LLC in connection with a Loan Agreement to be entered into between Hammond Residential, LLC and Hammond Enterprise Development Corporation for a One Million Five Hundred Thousand Dollar (\$1,500,000.00) loan pursuant to Assignor's obligations under Section 5.07 of the Development Agreement.
- 16. This Assignment may be executed in any number of separate counterparts with the same effect as if the signatures hereto and hereby were upon the same instrument. All such counterparts shall together constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed the foregoing instrument as of the day and year first above written.

ASSIGNOR:

AGENT BANK:

WELLS FARGO BANK, National EMPRESS CASINO HAMMOND CORPORATION, an Indiana Association, as Agent Bank corporation Michael W Honson Joseph L Brady, Senior Vice President Document is the property of Illinois Lake County Recorder! COUNTY OF Cook Before me, a Notary Public in and for the State of Million, personally appeared Million Whynsa, ecritory of EMPRESS CASINO HAMMOND CORPORATION, corporation, who, being first duly sworn, an Indiana acknowledged the execution of the foregoing instrument for and on behalf of said corporation. Witness my hand and Notarial Seal this 160 day of June ,00K County, I am a resident of March 11. My commission expires:

"OFFICIAL SEAL"
SUZANNE L. SAXMAN
Notary Public, State of Illinois
My Commission Expires March 11, 1999

COUNTY OF COOK) ss

Before me, a Notary Public in and for the State of Dimots, personally appeared JOSEPH L. BRADY, the Senior Vice President of WELLS FARGO BANK, National Association, who, being first duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of said national banking association.

The Witness my hand and Notarial Seal this 16 day of

Document is

NOT OFFI Notary Public

This Document is the property of

the Lake County Printed Name

I am a resident of Cook

County, Illinois

My commission expires:

March 11, 1999

This instrument was prepared by James L. Morgan, Esq., Henderson & Morgan, LLC, 164 Hubbard Way, Suite B, Reno, Nevada 89502; (702) 825-7000.



"OFFICIAL SEAL"
SUZANNE L. SAXMAN
Notary Public, State of Illinois

My Commission Expires March 11, 1999

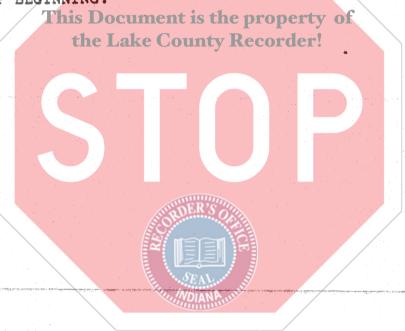
PARCEL 1

A PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 10 WEST OF THE SECOND PRINCIPAL MERIDIAN LOCATED IN NORTH TOWNSHIP, LAKE COUNTY, INDIANA, BEING BOUNDED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 10 WEST OF THE SECOND PRINCIPAL MERIDIAN; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS (ASSUMED BEARING),

- 2.180.44 FEET ALONG THE EAST LINE OF SAID SECTION 1 TO ITS POINT OF INTERSECTION WITH THE ORIGINAL CENTERLINE OF THE 80-FOOT-WIDE RIGHT-OF-WAY OF INDIANAPOLIS BOULEVARD; THENCE NORTH 39 DEGREES 07 MINUTES 01 SECOND WEST 2,689.03 FEET ALONG SAID ORIGINAL CENTERLINE OF THE 80-FOOT-WIDE RIGHT-OF-WAY OF INDIANAPOLIS BOULEVARD TO ITS POINT OF INTERSECTION WITH THE CENTERLINE OF 112TH STREET (80-FOOT-WIDE RIGHT-OF-WAY); THENCE SOUTH 50 DEGREES 52 MINUTES 59 SECONDS WEST 190.00 FEET ALONG THE CENTERLINE OF 112TH STREET; THENCE SOUTH 34 DEGREES 15 MINUTES 02 SECONDS WEST 497.85 FEET ALONG THE CENTERLINE OF 112TH STREET; THENCE NORTH 55 DEGREES 44 MINUTES 58 SECONDS WEST 40.00 FEET PERPENDICULAR TO THE CENTERLINE OF 112TH STREET TO THE SOUTHEASTERN CORNER OF THE 1.419 ACRE TRACT OF LAND DESCRIBED IN THE WARRANTY DEED RECORDED AS INSTRUMENT NO. 507068 ON DECEMBER 14, 1978. IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, TO A POINT ON THE BOUNDARY (TERMINUS OF THE THIRD COURSE) OF THE 4.793 ACRE TRACT OF LAND DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED AS INSTRUMENT NO. 94021860 ON MARCH 23, 1994 IN SAID RECORDER'S OFFICE, AND TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 34 DEGREES 15 MINUTES 02 SECONDS WEST 205.33 FEET ALONG THE NORTHWESTERN RIGHT-OF-WAY LINE OF 112TH STREET; THENCE NORTH 89 DEGREES 51 MINUTES 46 SECONDS WEST 336.05 FEET ALONG THE NORTHERN RIGHT-OF-WAY LINE OF 112TH STREET TO THE EASTERN RIGHT-OF-WAY LINE OF 5TH AVENUE (66-FOOT-WIDE RIGHT-OF-WAY); THENCE NORTH 00 DEGREES 04 MINUTES 19 SECONDS EAST 1,127.57 FEET ALONG THE EASTERN RIGHT-OF-WAY LINE OF 5TH AVENUE TO A POINT BEING SOUTH 00 DEGREES 04 MINUTES 19 SECONDS WEST 120.00 FEET FROM THE SOUTHEASTERN CORNER OF THE INTERSECTION OF 5TH AVENUE AND 110TH STREET (66-FOOT-WIDE RIGHT-OF-WAY); THENCE SOUTH 89 DEGREES 37 MINUTES 25 SECONDS EAST 172.00 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 19 SECONDS EAST 72.00 FEET: THENCE SOUTH 89 DEGREES 37 MINUTES 25 SECONDS EAST 218.00 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 19 SECONDS EAST 57.74 FEET TO THE SOUTHWESTERN RIGHT-OF-WAY LINE OF INDIANAPOLIS BOULEVARD; THENCE SOUTH 39 DEGREES 07 MINUTES 01 SECOND EAST 180.04 FEET ALONG THE SOUTHWESTERN RIGHT-OF-WAY LINE OF INDIANAPOLIS BOULEVARD TO THE NORTHWESTERN BOUNDARY OF SAID 4.793 ACRE TRACT OF LAND, THE NEXT SIX (6) COURSES ARE ALONG THE BOUNDARY OF SAID 4.793 ACRE TRACT OF LAND;
- 1) THENCE SOUTH 50 DEGREES 43 MINUTES 23 SECONDS WEST 135.68 FEET (MEASURED, 155.27 FEET DEEDED);

- 2) THENCE SOUTH 36 DEGREES 14 MINUTES 30 SECONDS WEST 136.32 FEET;
- 3) THENCE SOUTH 11 DEGREES 49 MINUTES 05 SECONDS WEST 132.22 FEET;
- 4) THENCE SOUTH 04 DEGREES 06 MINUTES 03 SECONDS EAST 125.93 FEET;
- 5) THENCE SOUTH 24 DEGREES 13 MINUTES 40 SECONDS EAST 122.46 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, SAID POINT BEING SOUTH 60 DEGREES 23 MINUTES 05 SECONDS WEST 346.48 FEET FROM THE RADIUS POINT OF SAID CURVE;
- 6) THENCE SOUTHEASTERLY 308.59 FEET ALONG SAID CURVE TO A POINT BEING SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST 346.48 FEET FROM THE RADIUS POINT OF SAID CURVE;
- 7) THENCE SOUTH 34 DEGREES 15 MINUTES 02 SECONDS WEST 257.63 FEET TO THE POINT OF BEGINNING.



LAND DESCRIPTION Redevelopment Commission Sublease Parcel 1A version 1 15 MAY 96

A part of the Northwest Quarter of Section 6, Township 37 North, Range 9 West located in North Township, Lake County, Indiana being bounded as follows:

Commencing at the Southeast Corner of the Southeast Quarter of Section 1. Township 37 North, Range 10 West; thence North 01 degree 01 minute 03 seconds West (assumed bearing) 4,209.68 feet along the East Line of said Section 1 and along the West Line of Section 6, Township 37 North, Range 9 West; thence South 41 degrees 13 minutes 34 seconds East 61.96 feet; thence South 41 degrees 13 minutes 34 seconds East 90.30 feet to the point of curvature of a curve to the left, said point of curvature being South 48 degrees 46 minutes 26 seconds West 2,814.93 feet from the radius point of said curve; thence southeasterly 229.77 feet along said curve to a point being South 44 degrees 05 minutes 50 seconds West 2,814.93 feet from the radius point of said curve; thence North 35 degrees 17 minutes 10 seconds East 17.84 feet to the POINT OF BEGINNING of this description; thence North 35 degrees 17 minutes 10 seconds East 813.45 feet; thence North 79 degrees 22 minutes 58 seconds East 71.38 feet; thence South 54 degrees 36 minutes 55 seconds East 100.48 feet; thence South 35 degrees 23 minutes 05 seconds West 90.00 feet; thence North 54 degrees 36 minutes 55 seconds West 110.00 feet; thence South 35 degrees 17 minutes 10 seconds West 780.38 feet; thence North 46 degrees 40 minutes 28 seconds West 40.40 feet to the POINT OF BEGINNING containing 0.995 acres, more or less.

5:31 2



EXHIBIT A, Page 3 of 14

LAND DESCRIPTION Redevelopment Commission Sublease Parcel 2 version 1 29 AUG 94

A part of the Northwest Quarter of Section 6, Township 37 North, Range 9 West, located in North Township, Lake County, Indiana, being bounded as follows:

Commencing at the Southeast Comer of the Southeast Quarter of Section 1. Township 37 North, Range 10 West; thence North 01 degree 01 minute 03 seconds West (assumed bearing) 4,209.68 feet along the East Line of said Section 1 and along the West Line of Section 6, Township 37 North, Range 9 West; thence South 41 degrees 13 minutes 34 seconds East 61.96 feet; thence South 41 degrees 13 minutes 34 seconds East 90.30 feet to the point of curvature of a curve to the left, said point of curvature being South 48 degrees 46 minutes 26 seconds West 2,814.93 feet from the radius point of said curve: thence southeasterly 229.76 feet along said curve to a point being South 44 degrees 05 minutes 50 seconds West 2,814.93 feet from the radius point of said curve; thence North 35 degrees 17 minutes 10 seconds East 831.29 feet; thence North 79 degrees 22 minutes 58 seconds East 71.38 feet; thence South 54 degrees 36 minutes 55 seconds East 100.48 feet to the POINT OF BEGINNING of this description; thence continuing South 54 degrees 36 minutes 55 seconds East 146.67 feet; thence South 35 degrees 16 minutes 41 seconds West 523.46 feet; thence North 54 degrees 35 minutes 11 seconds West 236.35 feet; thence South 35 degrees 15 minutes 53 seconds West 349.92 feet; thence North 46 degrees 40 minutes 28 seconds West 20.88 feet; thence North 35 degrees 17 minutes 10 seconds East 780.38 feet; thence South 54 degrees 36 minutes 55 seconds East 110.00 feet; thence North 35 degrees 23 minutes 05 seconds East 90.00 feet to the POINT OF BEGINNING, containing 3.024 acres, more or less.

LAND DESCRIPTION

Redevelopment Commission Sublease
Parcel 4
version 2
28 MAY 96

A part of the Northeast Quarter of Section 1, Township 37 North, Range 10 West and a part of Section 36, Township 38 North, Range 10 West located in North Township, Lake County, Indiana being bounded as follows:

Commencing at the Southeast Corner of the Southeast Quarter of Section 1, Township 37 North, Range 10 West; thence North 01 degree 01 minute 03 seconds West (assumed bearing) 2,195.00 feet along the East Line of said Section 1 to its point of intersection with the centerline of Indianapolis Boulevard (100 foot wide right-of-way); thence North 40 degrees 07 minutes 55 seconds West 3,007,99 feet along the centerline of Indianapolis Boulevard; thence North 49 degrees 52 minutes 05 seconds East 50.00 feet perpendicular to the centerline of Indianapolis Boulevard to the northeastern right-of-way line of Indianapolis Boulevard; thence North 40 degrees 07 minutes 55 seconds West 190.50 feet along the northeastern right-of-way line of Indianapolis Boulevard; thence North 51 degrees 02 minutes 14 seconds East 290.22 feet; thence South 60 degrees 14 minutes 57 seconds East 49.35 feet; thence North 54 degrees 00 minutes 00 seconds East 528.73 feet to the point of curvature of a curve to the right, said point of curvature being North 36 degrees 00 minutes 00 seconds West 326.48 feet from the radius point of said curve; thence northeasterly and easterly 118.22 feet along said curve to the southwestern boundary of the 21,255 acre tract of land described in the OUITCLAIM DEED recorded as instrument #910181 on April 17, 1991 in the office of the Recorder of Lake County, Indiana, said point being North 15 degrees 15 minutes 10 seconds West 326.48 feet from the radius point of said curve, the next seven (7) courses are along the boundary of said 21.255 acre tract of land; 1) thence North 41 degrees 15 minutes 08 seconds West 1,700.29 feet to the POINT OF BEGINNING of this description; 2) thence North 41 degrees 15 minutes 08 seconds West 1,539.62 feet to the point of curvature of a curve to the right, said point of curvature being South 48 degrees 44 minutes 52 seconds West 24,828.52 feet from the radius point of said curve; 3) thence northwesterly 281.79 feet along said curve to its point of tangency, said point of tangency being South 49 degrees 23 minutes 53 seconds West 24,828.52 feet from the radius point of said curve; 4) thence North 40 degrees 36 minutes 07 seconds West 1,474.75 feet to the Indiana/Illinois State Line; 5) thence North 00 degrees 52 minutes 04 seconds West 138.52 feet along the Indiana/Illinois State Line; 6) thence South 48 degrees 50 minutes 29 seconds East 279.19 feet; 7) thence South 41 degrees 14 minutes 04 seconds East 2.051.13 feet to the northwestern corner of the tract of land described in the QUITCLAIM DEED recorded in Deed Record 1219, page 31 on November 5, 1962 in said Recorder's office, said corner being on "Eggers' Fence Line"; thence South 87 degrees 40 minutes 04 seconds East 11.27 feet along the northern boundary of said tract of land which is also along "Eggers' Fence Line"; thence South 41 degrees 12 minutes 09 seconds East 139.21 feet; thence

South 40 degrees 14 minutes 07 seconds East 154.35 feet to a point on a non-tangent curve concave to the southwest, said point being North 51 degrees 42 minutes 18 seconds East 1,514.88 feet from the radius point of said curve; thence southeasterly 141.95 feet along said curve to a point being North 57 degrees 04 minutes 25 seconds East 1,514.88 feet from the radius point of said curve; thence South 30 degrees 59 minutes 10 seconds East 154.35 feet; thence South 30 degrees 01 minute 09 seconds East 186.88 feet; thence South 30 degrees 59 minutes 24 seconds East 155.62 feet to a point on a non-tangent curve concave to the northeast, said point being South 57 degrees 04 minutes 25 seconds West 1,539.88 feet from the radius point of said curve; thence southeasterly 143.63 feet to a point being South 51 degrees 43 minutes 47 seconds West 1,539.88 feet from the radius point of said curve; thence South 48 degrees 44 minutes 52 seconds West 29.89 feet to the POINT OF BEGINNING containing 9.760 acres, more or less.

ALSO, a part of the Northeast Quarter of Section 1, Township 37 North, Range 10 West and a part of Section 36, Township 38 North, Range 10 West located in North Township, Lake County, Indiana being bounded as follows:

Commencing at the Southeast Corner of the Southeast Quarter of Section 1, Township 37 North, Range 10 West; thence North 01 degree 01 minute 03 seconds West (assumed bearing) 2,195:00 feet along the East Line of said Section 1 to its point of intersection with the centerline of Indianapolis Boulevard (100 foot wide right-of-way); thence North 40 degrees 07 minutes 55 seconds West 3,007.99 feet along the centerline of Indianapolis Bouleyard; thence North 49 degrees 52 minutes 05 seconds East 50.00 feet perpendicular to the centerline of Indianapolis Boulevard to the northeastern right-of-way line of Indianapolis Boulevard; thence North 40 degrees 07 minutes 55 seconds West 190.50 feet along the northeastern right-of-way line of Indianapolis Boulevard; thence North 51 degrees 02 minutes 14 seconds East 290.22 feet; thence South 60 degrees 14 minutes 57 seconds East 49.35 feet; thence North 54 degrees 00 minutes 00 seconds East 528.73 feet to the point of curvature of a curve to the right (said curve hereinafter referred to as "Curve #1), said point of curvature being North 36 degrees 00 minutes 00 seconds West 326.48 feet from the radius point of Curve #1; thence northeasterly and easterly 176.71 feet along Curve #1 to a point being North 04 degrees 59 minutes 19 seconds West 326.48 feet from the radius point of Curve #1 and to the POINT OF-BEGINNING of this description; thence North 41 degrees 10 minutes 39 seconds West 1,372.17 feet to the point of curvature of a curve to the right, said point of curvature being South 48 degrees 49 minutes 21 seconds West 474.78 feet from the radius point of said curve; thence northwesterly 58.94 feet along said curve to its point of tangency, said point of tangency being South 55 degrees 56 minutes 06 seconds West 474.78 feet from the radius point of said curve; thence North 34 degrees 03 minutes 54 seconds West 45.58 feet to point of curvature of curve to the left, said point of curvature being North 55 degrees 56 minutes 06 seconds East 729.28 feet from the radius point of said curve; thence northwesterly 90.62 feet along said curve to its point of tangency, said point of tangency being North 48 degrees 48 minutes 55 seconds East 729.28 feet from the radius point of said curve; thence North 41 degrees 11 minutes 05 seconds West 8.90 feet; thence North 40 degrees 12 minutes 29 seconds West 154.34 feet to a point on a non-

tangent curve concave to the northeast, said point being South 51 degrees 45 minutes 03 seconds West 1,500.05 feet from the radius point of said curve; thence northwesterly 138.44 feet along said curve to a point being South 57 degrees 02 minutes 18 seconds West 1,500.05 from the radius point of said curve; thence North 31 degrees 00 minutes 10 seconds West 154.34 feet; thence North 30 degrees 01 minute 34 seconds West 170.82 feet to the point of curvature of curve to the right, said point of curvature being South 59 degrees 58 minutes 26 seconds West 1,420.19 feet from the radius point of said curve; thence northwesterly and northerly 273.83 feet along said curve to its point of tangency, said point of tangency being South 71 degrees 01 minute 16 seconds West 1,420.19 feet from the radius point of said curve; thence North 18 degrees 58 minutes 44 seconds West 56.31 feet to a point on the northwesterly extension of the southwestern boundary of the 16.039 acre tract of land describe in the WARRANTY DEED recorded in Deed Record 1218, page 592 on November 9, 1962 in the office of the Recorder of Lake County, Indiana; thence South 41 degrees 14 minutes 04 seconds East 2,501.08 feet along the northwesterly extension of the southwestern boundary of said 16.039 acre tract of land and along the southwestern boundary of said 16.039 acre tract of land to a point being North 48 degrees 49 minutes 21 seconds East of the point of beginning; thence South 48 degrees 49 minutes 21 seconds West 193.47 feet to the POINT OF BEGINNING containing 9.452 acres, more or less, roperty of

the Lake County Recorder!

EXCEPTING AND EXCLUDING THE FOLLOWING FROM THE ABOVE-DESCRIBED PARCELS:

A parcel of real estate that is two hundred (200) feet wide (measured from east to west) and fifty (50) feet in depth (measured from north to south) and located in the northeasternmost corner of the above-described parcels.



LAND DESCRIPTION

Redevelopment Commission Sublease Ingress & Egress Access to Parking version 1 28 MAY 96

A part of the Northeast Quarter of Section 1, Township 37 North, Range 10 West located in North Township, Lake County, Indiana being bounded as follows:

Commencing at the Southeast Comer of the Southeast Quarter of Section 1, Township 37 North, Range 10 West; thence North 01 degree 01 minute 03 seconds West (assumed bearing) 2.195.00 feet along the East Line of said Section 1 to its point of intersection with the centerline of Indianapolis Boulevard (100 foot wide right-of-way); thence North 40 degrees 07 minutes 55 seconds West 3,007.99 feet along the centerline of Indianapolis Boulevard, thence North 49 degrees 52 minutes 05 seconds East 50.00 feet perpendicular to the centerline of Indianapolis Boulevard to the northeastern right-of-way line of Indianapolis Boulevard; thence North 40 degrees 07 minutes 55 seconds West 190.50 feet along the northeastern right-of-way line of Indianapolis Boulevard; thence North 51 degrees 02 minutes 14 seconds East 290.22 feet; thence South 60 degrees 14 minutes 57 seconds East 49.35 feet; thence North 54 degrees 00 minutes 00 seconds East 528,73 feet to the point of curvature of a curve to the right, said point of curvature being North 36 degrees 00 minutes 00 seconds West 326.48 feet from the radius point of said curve; thence northeasterly and easterly 176.71 feet along said curve to a point being North 04 degrees 59 minutes 19 seconds West 326.48 feet from the radius point of said curve and to the POINT OF BEGINNING of this description; thence North 48 degrees 49 minutes 21 seconds East 35.00 feet; thence South 41 degrees 10 minutes 39 seconds East 625.56 feet; thence South 41 degrees 14 minutes 09 seconds East 34.87 feet to a point on a non-tangent curve concave to the northeast (said curve hereinafter referred to as "Curve #1"), said point of curvature being South 48 degrees 38 minutes 51 seconds West 5,682.15 feet from the radius point of said curve; thence southeasterly 150.03 feet along Curve #1 to a point being South 47 degrees 08 minutes 05 seconds West 5,682.15 feet from the radius point of Curve #1; thence North 48 degrees 45 minutes 56 seconds East 96.78 feet; thence South 41 degrees 14 minutes 04 seconds East 100.00 feet; thence South 48 degrees 45 minutes 56 seconds West 128.09 feet to a point on a non-tangent curve concave to the northeast (said curve is concentric with Curve #1), said point being South 46 degrees 08 minutes 30 seconds West 5,717.15 feet from the radius point of said curve; thence northwesterly 250.02 feet along said curve to a point being South 48 degrees 38 minutes 51 seconds West 5,717.15 feet from the radius point of said curve; thence North 41 degrees 14 minutes 09 seconds West 34.96 feet; thence North 41 degrees 10 minutes 39 seconds West 625.58 feet to the POINT OF BEGINNING containing 0.950 acres, more or less.

LAND DESCRIPTION Redevelopment Commission Sublease Water Department Perimeter Road version 2 24 MAY 95

A 32.00 foot-wide strip of land being a part of the Northwest Quarter of Section 6, Township 37 North, Range 9 West located in North Township, Lake County, Indiana the centerline of which is described as follows:

Commencing at the Southeast Corner of the Southeast Quarter of Section 1, Township 37 North, Range 10 West: thence North 01 degree 01 minute 03 seconds West (assumed bearing) 4,091.63 feet along the East Line of said Section 1 and along the West Line of Section 6, Township 37 North, Range 9 West to a point on a non-tangent curve concave to the northeast, said point being South 38 degrees 59 minutes 01 second West 1,637.02 feet from the radius point of said curve; thence southeasterly 62,23 feet along said curve to its point of tangency, said point of tangency being South 36 degrees 48 minutes 21 seconds West 1,637.02 feet from the radius point of said curve; thence South 53 degrees 11 minutes 39 seconds East 650.47 feet to the point of curvature of a curve to the left, sold point of curvature being South 36 degrees 48 minutes 21 seconds West 2,864.79 feet from the radius point of sold curve; thence southeasteriy 84.09 feet glong sold curve to its point of tangency, said point of tangency being South 35 degrees 07 minutes 27 seconds West 2.864.79 feet from the radius point of said curve; thence South 54 degrees 52 minutes 33 seconds East 325.80 feet to the point of curvature of a curve to the left, sold point of curvature being South 35 degrees 07 minutes 27 seconds West 55.00 feet from the radius point of sold ourve; thence southeasterly, easterly, northeasterly, northerly, and northwesterly
142.07 feet along said curve to its point of tangency, said point of tangency being
North 67 degrees 07 minutes 27 seconds East 55.00 feet from the radius point of said
curve; thence North 22 degrees 52 minutes 33 seconds West 53.74 feet to the point of curve; thence North 22 degrees 52 minutes 33 seconds West 53.74 feet to the point of curvature of a curve to the right, said point of curvature being South 67 degrees 07 minutes 27 seconds West 55.00 feet from the radius point of said curve; thence northwesterly, northerly, and northeasterly 55.62 feet along said curve to its point of tangency, said point of tangency being North 53 degrees 53 minutes 40 seconds West 55.00 feet from the radius point of said curve; thence North 36 degrees 06 minutes 20 seconds East 15.67 feet to the POINT OF BEGINNING of this centerline description; thence North 36 degrees 06 minutes 20 seconds East 254,64 feet to the point of curvature of a curve left, said point of curvature being South 53 degrees 53 minutes Curvature of a curvater, said point of curvature being south 33 degrees 33 minutes 40 seconds East 40.00 feet from the radius point of said curve; thence northeasterly, northerly, and northwesterly 53.49 feet along said curve to its point of tangency, said point of tangency being North 35 degrees 09 minutes 56 seconds East 40.00 feet from the radius point of said curve; thence North 54 degrees 50 minutes 04 seconds West 117.95 feet to the point of curvature of a curve to the right, said point of curvature being South 35 degrees 09 minutes 56 seconds West 40.00 feet from the radius point of said curve; thence northwesterly, northerly, and northeasterly 60.84 feet along said curve to its point of tangency, said point of tangency being North 57 degrees 40 minutes 52 seconds West 40.00 feet from the radius point of said curve; thence North 32 degrees 19 minutes 08 seconds East 330.68 feet to the point of thence North 32 degrees 19 minutes 08 seconds East 330.68 feet to the point of curvature of a curve to the left, said point of curvature being South 57 degrees 40 minutes 52 seconds East 40.00 feet from the radius point of said curve; thence northeasterly, northerly, and northwesterly 60.75 feet along sold curve to its point of tangency, sold point of tangency being North 35 degrees 17 minutes 10 seconds East 40.00 feet from the radius point of sold curve; theree North 54 degrees 42 minutes 50 Seconds West 227.88 feet to the TERMINUS of this centerline description. Containing 0.820 gcres, more or less.

CURVE #1

\[\Delta = 02^\cigon{a} \cigon{a} \

CURVE #5 CURVE 16 CURVE 14 Δ = 90°56'23" A = 87'09'12" Δ = 58'58'53" R = 55.00° - 40.00 = 40.00 T = 38.06T = 40.66' T = 31.11- 60.84 L = 56.62 **= 63.49** C = N11"15'28"W-55.15" C - N09 21'52'W-57.03' C = NO6'36'53"E-54.15"

CURVE #Z. \(\triangle = 87\cdot 01'58\cdot 8 = 40.00' \)
\(T = 37.98' \)
\(L = 60.78' \)
\(C = \triangle 11'51'\triangle 55.09' \)

LAND DESCRIPTION Redevelopment Commission Sublease Water Department Persneter Road version 3 05 JN 96

A 32.00 foot-wide strip of land being a part of the Northwest Quarter of Section 6. Township 37 North, Range 9 West located in North Township, Lake County, Indiana the contentine of which is described as follows:

Commencing at the Southeast Comer of the Southeast Quarter of Section 1, Township J7 North, Range 10 West; thence North 01 degree 01 minute Q3 secands West (assumed bearing) 4,031.63 feet along the East Line of Section 1 and along the West Line of Section 5, Township J7 Northi Range 9 West to a point on a non-tangent curve conceive to the northeast, said point being South 38 degrees 59 minutes 01 second West 1,637,02 feet from the radius point of said curve; thence southeastenty 62.23 feet along said curve to its point of tangency, said point of tangency being South 38 degrees 45 minutes 21 seconds West 1,637.02 feet from the radius point of said curve; thence South 33 degrees 15 minutes 39 seconds East 650.47 feat to the point of curvature of a curve to the left, said point of curvature being South 38 degrees 48 minutes 21 seconds West 2,854.79 feet from the radius point of said curve; thence southeasterity 84.09 feet dong said curve to its point of tangency, said point of tangency being South 35 degrees 07 minutes 27 seconds West 2,854.79 feet from the radius point of said curve; thence South 54 degrees 22 minutes 33 seconds East 323.80 feet to the point of curvature of a curve to the left and to the POINT OF SECINNING of this description, said point of curvature being South 15 degrees 07 minutes 27 seconds West 35.00 feet from the radius point of said curve; thence southeasterly, northeasterly, northeaste

Excepting therefrom the property described on the following two (2) pages

CURVE 61

A = 02*10'41'

R = 1837.02'

T = 31.12'

L = 84.09'

C = \$52.06'19'E - 82.22'

C = \$54.0206'E - 84.08'

C = \$55.00'

C = \$55.

CURYE 16 CURVE IS CURVE 14 A - 87'0972" A = 90°5573 A = 56"58"53" R = 40.00 R = 40.00 R = 55.00 T = 38.06' T = 40.66 T = 31.11 = 60.84 C - MI17578W-55.15 C - NO9'21'32'W-57.03' L = 56.6% C = NO6"36"37"E-54.15"

CURVE \$7. \[\triangle = 57^01^58^\]
\[R = 40.00^\]
\[I = 37.98^\]
\[L = 60.78^\]
\[C = N11^11'51'W-55.09^\]

AMER EXHIBIT A, Page 10 of 14

TE: MAY 25, 1986 SHEET NG.

ANN BY: CLM of

I NG. 94 - 290 3

DEC PELE: 63/164/EJ166080.0WG PLOT SCALE: 1" = 100"

ANAIONI

(317) 547

EDIT GATE: GS/25/MS

DESC. PLE: \$3484080,000

REVISED 06/05/96

LAND DESCRIPTION

Redevelopment Commission Sublease Water Department Perimeter Road version 2 24 MAY 96

A 32.00 foot-wide strip of land being a part of the Northwest Quarter of Section 6, Township 37 North, Range 9 West located in North Township, Lake County, Indiana the centerline of which is described as follows:

Commencing at the Southeast Corner of the Southeast Quarter of Section 1. Township 37 North, Range 10 West; thence North 01 degree 01 minute 03 seconds West (assumed bearing) 4.091.63 feet along the East Line of said Section 1 and along the West Line of Section 6. Township 37 North, Range 9 West to a point on a non-tangent curve concave to the northeast, said point being South 38 degrees 59 minutes 01 second West 1,637.02 feet from the radius point of said curve; thence southeasterly 62.23 feet along said curve to its point of tangency, said point of tangency being South 36 degrees 48 minutes 21 seconds West 1,637.02 feet from the radius point of said curve; thence South 53 degrees 11 minutes 39 seconds East 650.47 feet to the point of curvature of a curve to the left, said point of curvature being South 36 degrees 48 minutes 21 seconds West 2,864.79 feet from the radius point of said curve; thence southeasterly 84.09 feet along said curve to its point of tangency, said point of tangency being South 35 degrees 07 minutes 27 seconds West 2,864.79 feet from the radius point of said curve; thence South 54 degrees 52 minutes 33 seconds East 325.80 feet to the point of curvature of a curve to the left. said point of curvature being South 35 degrees 07 minutes 27 seconds West 55.00 feet from the radius point of said curve; thence southeasterly, easterly, northeasterly, northerly, and northwesterly 142.07 feet along said curve to its point of tangency, said point of tangency being North 67 degrees 07 minutes 27 seconds East 55.00 feet from the radius point of said curve; thence North 22 degrees 52 minutes 33 seconds West 53.74 feet to the point of curvature of a curve to the right, said point of curvature being South 67 degrees 07 minutes 27 seconds West 55.00 feet from the radius point of said curve; thence northwesterly, northerly, and northeasterly 56.62 feet along said curve to its point of tangency, said point of tangency being North 53 degrees 53 minutes 40 seconds West 55.00 feet from the radius point of said curve; thence North 36 degrees 06 minutes 20 seconds East 15.67 feet to the POINT OF BEGINNING of this centerline description; thence North 36 degrees 06 minutes 20 seconds East 254.64 feet to the point of curvature of a curve left, said point of curvature being South 53 degrees 53 minutes 40 seconds East 40.00 feet from the radius point of said curve; thence northeasterly,

24 MAY 96; 1200

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EXHIBIT A, Page L of L4

northerly, and northwesterly 63.49 feet along said curve to its point of tangency, said point of tangency being North 35 degrees 09 minutes 56 seconds East 40.00 feet from the radius point of said curve; thence North 54 degrees 50 minutes 04 seconds West 117.95 feet to the point of curvature of a curve to the right, said point of curvature being South 35 degrees 09 minutes 56 seconds West 40.00 feet from the radius point of said curve; thence northwesterly, northerly, and northeasterly 60.84 feet along said curve to its point of tangency, said point of tangency being North 57 degrees 40 minutes 52 seconds West 40.00 feet from the radius point of said curve; thence North 32 degrees 19 minutes 08 seconds East 330.68 feet to the point of curvature of a curve to the left, said point of curvature being South 57 degrees 40 minutes 52 seconds East 40.00 feet from the radius point of said curve; thence northeasterly, northerly, and northwesterly 60.76 feet along said curve to its point of tangency, said point of tangency being North 35 degrees 17 minutes 10 seconds East 40.00 feet from the radius point of said curve; thence North 54 degrees 42 minutes 50 Seconds West 227.88 feet to the TERMINUS of this centerline description. Containing 0.820 acres, more or less.



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24 MAY 96; 1200

93486DB6.DOC Page 1 of 1 Hammond Marina 1EAST-E

LAND DESCRIPTION

parking premises
Hammond Water Works
version 2
14 JUN 96

A part of the Northwest Quarter of Section 6, Township 37 North, Range 9 West located in North Township, Lake County, Indiana being bounded as follows:

Commencing at the Southeast Comer of the Southeast Quarter of Section 1, Township 37 North, Range 10 West; thence North 01 degree 01 minute 03 seconds West (assumed bearing) 4,091.63 feet along the East Line of said Section 1 and along the West Line of Section 6, Township 37 North, Range 9 West to a point on a non-tangent curve concave to the northeast, said point being South 38 degrees 59 minutes 01 second West 1,637.02 feet from the radius point of said curve; thence southeasterly 62.23 feet along said curve to its point of tangency, said point of tangency being South 36 degrees 48 minutes 21 seconds West 1,637.02 feet from the radius point of said curve; thence South 53 degrees 11 minutes 39 seconds East 273.37 feet; thence North 35 degrees 17 minutes 19 seconds East 178.74 feet; thence South 54 degrees 42 minutes 50 seconds East 19.00 feet to the POINT OF BEGINNING of this description; thence South 54 degrees 42 minutes 50 seconds West 78.47 feet; thence North 54 degrees 42 minutes 50 seconds West 107.00 feet; thence North 35 degrees 17 minutes 10 seconds West 78.47 feet; thence North 54 degrees 42 minutes 50 seconds West 107.00 feet; thence North 35 degrees 17 minutes 10 seconds East 78.47 feet to the POINT OF BEGINNING containing 0.193 acres, more or less.



AND DESCRIPTION landscape/sign premises Hammond Water Works version 1

A part of the Northwest Quarter of Section 6. Township 37 North, Range 9 West located in North Township, Lake County, Indiana being bounded as follows:

Commencing at the Southeast Comer of the Southeast Quarter of Section 1, Township 37 North, Range 10 West; thence North 01 degree 01 minute 03 seconds West (assumed bearing) 4,091.63 feet along the East Line of soid Section 1 and along the West Line of Section 6, Township 37 North, Range 9 West to a point on a non-tangent curve concave to the northeast, said goint being South 38 degrees 59 minutes 01 second West 1,637.02 feet from the radius point of said curve; thence southeasterly 62.23 feet along said curve to its point of tangency, said point of tangency being South 36 degrees 48 minutes 21 seconds West 1,637.02 feet from the radius point of said curve; thence South 53 degrees 11 minutes 39 seconds East 650.47 feet to the point of comestions of a curve to the left, said point of curvettime being South 36 degrees 48 unence south 53 degrees 11 minutes 39 seconds East 650.47 feet to the point of curreture of a curre to the left, said point of curreture being South 36 degrees 46 minutes 21 seconds West 2.664.79 feet from the radius point of said curve; thence southeasterly 84.09 feet along said curve to its point of angency, said soint of tangency being South 35 degrees 07 minutes 27 seconds West 2.864.79 feet from the radius point of said curve; thence South 54 degrees 52 minutes 33 seconds East 325.80 feet to the point of curvature of a curve to the left, said point of curvature being South 35 degrees 07 minutes 27 seconds West 55.00 feet from the radius point of said curve; thence southeasterly, easterly, northeasterly, northeasterly, and northwesterly 142.07 feet clong said curve to its point of tangency, said point at tangency being South 35 degrees 07 minutes 27 seconds west bound test from the runne purious curve; thence southedsterly, easterly, northedsterly, northedsterly, and northwesterly 142.07 feet clong sold curve to its point of tangency, sold point of tangency being North 67 degrees 07 minutes 27 seconds East 55.00 feet from the radius point of curve; thence North 22 degrees 52 minutes 33 seconds West 53.74 feet to the point of curveture of a curve to the right, sold point of curveture being South 67 degrees 07 minutes 27 seconds West 55.00 feet from the radius point of sold curve; thence northwesterly, northerly, and northedsterly 56.62 feet along sold curve to its point of tangency, sold point of tangency being North 53 degrees 53 minutes 40 seconds West 55.00 feet from the radius point of sold curve; thence North 38 degrees 66 minutes 20 seconds East 270.3t feet to the point of curvatures of a curve left, sold point of curvature being South 33 degrees 53 minutes 40 seconds East 40.00 feet from the radius point of curvature being South 33 degrees 53 minutes 40 seconds East 40.00 feet from the radius point of the curvature being South 33 degrees 53 minutes 40 seconds East 40.00 feet from the radius point of the curvature being South 33 degrees 53 minutes 40 seconds East 40.00 feet from the radius point of the curvature being South 33 degrees 53 minutes 40 seconds East 40.00 feet from the radius point of the curvature being South 33 degrees 53 minutes 40 seconds East 40.00 feet from the radius point of the radius point curvature being South \$3 degrees \$3 minutes 40 seconds East 40.00 feet from the radius point of said curve; thence northeesterly, northerly, and northwesterly \$3.49 feet along said curve; thence northeesterly, northerly, and northwesterly \$3.49 feet along said curve; thence northeesterly feet from the radius point of said curve; thence North \$4 degrees \$5 minutes \$6 seconds East \$40.00 feet from the radius point of said curve; thence North \$4 degrees \$50 minutes \$6 seconds West \$17.95 feet to the point of curvature of a curve to the right, said point of curvature being South \$5 degrees \$9. minutes \$5 seconds West \$40.00 feet from the radius point of said curve; thence northwesterly, northerly, and northeesterly \$0.84 feet along said curve; to lis point of tangency, said point of tangency being North \$7 degrees \$40 minutes \$2 seconds West \$40.00 feet from the radius point of said curve; thence North \$2 degrees \$9 minutes \$8 seconds East \$3.00.68 feet to the point of curvature of a curve to the left, said point of curvature deing South \$7 degrees \$40 minutes \$2.5 seconds East \$40.00 feet from the radius point of said curve; thence Northeesterly, northerly, and northwesterly \$0.75 feet along said curve; thence south \$5 degrees \$17 minutes \$10 seconds East \$40.00 feet from the radius point of said curve; thence South \$50 degrees \$17 minutes \$10 seconds East \$40.00 feet from the radius point of said curve; thence \$60.00 doing the radius line of said curve; thence \$60.00 doing the radius line of said curve; thence \$60.00 doing the radius sine of said curve; thence \$60.00 doing the radius line of said curve; thence \$60.00 doing the radius sine \$60.

CURVE 63 = 148 00 00 = 55.00 = 191.81 CURVE II CURVE #2 Δ = 02 10 41° R = 1637.02 A = 01 4034" = 2884.79 - 31.12 - 42.05 = 142.07 = N51'0727E-105.74' = 84.09' =\$\$4'02'06'E- 84.08' C -552 0679 E- 62.22

CURVE 65 CURVE 15 CURYE 14 A = 58'58'53" A = 90'36'23' - 87'0912' - 55.00 - 40.00 = 40.00 = 36.06 - 31.11 - 40.66 - 56.67 - 60.84 L = 63.49' C = M09 21 32 W-57.03' - HO6"36"37"-54.15" - N11"15"28"W-55.15"

CURYE 17 A - 87'01'58' R = 40.00° T = 37.98° L = 60.76" C = H11"11"51"W-55.09"

AMERICAN

EXHIBIT A, Page 14 of 14

DICT NO. JHE 6, 1896 **CHM** 01 14 - 290

INDIANAPOLIS