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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2004 100685

2004 NOV 30 PM 5:00

MORRIS W. TOWER  
RECORDER

#39201

**AMENDMENT TO EASEMENT AGREEMENT**

This Amendment to Easement Agreement (this "Amendment") is entered into this \_\_\_ day as of October 25, 2004, by and between **BUFFINGTON HARBOR PARKING ASSOCIATES, LLC**, a Delaware limited liability company ("BHPA") and **NORTHERN INDIANA PUBLIC SERVICE COMPANY**, an Indiana corporation ("Northern Indiana").

**RECITALS**

A. BHPA is the owner in fee of a certain parcel of land and improvements thereon including, but not limited to, a four (4) story parking garage (the "BHPA Garage"), which land is the property described as the "BHPA Property" in the Amendment to Access Agreement and Grant of Easement dated September 29, 2000 (the "Access Amendment") between Gary New Century, LLC ("GNC"), BHPA and Buffington Harbor Riverboats, L.L.C., recorded with the Lake County Register of Deeds as Document No. 2000-072826, less the property described in such document as the "Additional BHR Property" (the "BHPA Property").

B. Northern Indiana is a public utility providing electric and gas service to customers in its market area, which includes the BHPA Property.

C. One of BHPA's predecessors in interest in the BHPA Property was Universal Atlas Cement Company, an Indiana corporation ("Universal"). Universal and Northern Indiana entered into the Easement Agreement dated August 18, 1954, being document no. 777434, recorded at Book 616, Page 346 in the office of the Register of Deeds office for County of Lake, State of Indiana (the "Easement Agreement"). In the Easement Agreement, Universal granted to Northern Indiana permission to lay and operate electric and gas service lines and facilities, as more specifically set forth in the Easement Agreement, over property which included the BHPA Property.

D. BHPA granted to the City of Gary, a municipal corporation established under the laws of the State of Indiana (the "City") a right of way to install a road across a portion of its property (the "Marina Access Road") pursuant to a document recorded in the Lake County Register of Deeds office on February 19, 2004 and assigned document no. 2004 014286. BHPA has advised Northern Indiana that it will exercise rights pursuant to Section 4 of the Easement Agreement to cause Northern Indiana to relocate the easement granted thereby to permit the installation of the Marina Access Road and Northern Indiana and BHPA have negotiated and are entering into this Amendment as a result.

**AGREEMENT**

801 E. 86th Ave  
Merr, IN 46410

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002132

**FILED**

NOV 30 2004

STEPHEN R. STIGLICH  
LAKE COUNTY AUDITOR

4/11 DG  
211829  
211828

NOW, THEREFORE, the parties hereto agree as follows:

1. The Easement Agreement is hereby amended insofar that it affects the BHPA Property, but not otherwise, so that Section 1 thereof reads in its entirety as follows:

“1.1 BHPA hereby grants to Northern Indiana, and to its successors and assigns a nonexclusive easement, right and authority, from time to time, to lay, install, maintain, operate, repair, replace, renew and remove gas mains and a line or lines of pipe and other necessary or convenient equipment, facilities, service pipes, lines and connections therefor as well as to install, operate, maintain, repair, replace and renew one or more gas regulator stations, fencing and/or metal cabinets - in Northern Indiana’s discretion – for such gas regulator stations, blow off, pipe fittings, markers and appurtenances for use in connection with Northern Indiana’s gas mains and lines and other necessary or convenient equipment service pipes, connections and equipment therefor (“collectively the “Gas Facilities”), together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, for the purposes herein described, and to operate by means thereof one or more systems for such transportation, distribution and delivery of gas to the public in general or otherwise to be used for light, heat, power and other purposes, in, upon, along and over a strip of land or right-of-way situated in Sections 23, 25 and 26, Township 37 North, Range 9 West of the second Principal Meridian, in the County of Lake, State of Indiana, described as set forth on Exhibit A hereto (“Gas Easement Premises”).

1.2 BHPA further grants to Northern Indiana, and to its successors and assigns, a nonexclusive easement, right and authority from time to time, to construct, erect, maintain, operate, repair, replace, renew and remove towers and poles, and to string, install, construct, erect, maintain, operate, repair, replace, renew and remove wires, cables, conductors, guy wires, and other necessary or convenient equipment upon and between such tower and poles (collectively the “Electric Facilities”), together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, for the purposes herein described, and to operate by means thereof one or more line or lines for the transmission, distribution and delivery of electrical energy to the public in general or otherwise to be used for light, heat, power, telephone and other purposes, in, upon, along and over a strip of land or right-of-way situated in Section 23, Township 37 North, Range 9 West of the Second Principal Meridian, in the County of Lake, State of Indiana, legally described as set forth on Exhibit B hereto (“Electric Easement Premises”); which Electric Facilities are to be located substantially as shown on three Northern Indiana drawings dated October 18, 2004 entitled Buffington Harbor Casino – Circuit 3482 Relocation, a copy of which has been provided to BHPA.

1.3 The Gas Easement Premises described in Exhibit A and the Electric Easement Premises described in Exhibit B are referred to herein as the “Easement Premises.” The easements granted herein shall include the right of ingress and egress to and from the Easement Premises over the adjoining lands of BHPA by such routes as BHPA may reasonably designate from time to time, subject, however, to the limitations set forth in Section 13 hereof.

1.4 The grant of easements to Northern Indiana for the Gas Facilities and the Electric Facilities are subject to the limitation that Northern Indiana shall not install surface facilities (other than electric poles, wires, transformers and equipment customarily used in the transmission, distribution and delivery of electrical energy to the public in general or otherwise)

which cannot be reasonably concealed by BHPA, at BHPA's expense, by the planting of shrubbery, without the written consent of BHPA, which consent shall not be unreasonably withheld, delayed or conditioned.

1.5 The exercise by Northern Indiana of the permission and authority herein granted is subject to the following:

- (a) Building and zoning laws and ordinances;
- (b) Highways, streets and alleys, if any;
- (c) Railroad rights-of-way, if any;

(d) Any and all rights, permissions, authorities, licenses and easements for water mains, gas mains, pipes, conduits, power and light lines and towers and poles, wires and guys necessary therefor, and sewers heretofore granted and now existing in, upon, over or across the BHPA Property or any part thereof, which rights, permissions, authorities, licenses and easements are hereby expressly reserved to the owners or users thereof; provided that the interest of the City related to the Marina Access Road is subject and subordinate to Northern Indiana's easement rights in and to the Easement Premises, as provided in the Joinder attached hereto;

(e) Nonexclusive perpetual easements to be granted in the future benefiting the BHPA Property, or the contiguous or currently owned properties of The Majestic Star Casino, LLC, an Indiana limited liability company ("Majestic"), GNC, or Buffington Harbor Riverboats, L.L.C., a Delaware limited liability company ("BHR"), and their respective successors and assigns, so as to allow for the installation, operation, inspection, protection, repair, maintenance and replacement of additional utility facilities, equipment and systems, including but not limited to the Gas Facilities and the Electric Facilities, in, over or across, and under the Easement Premises;

(f) A nonexclusive perpetual easement benefiting contiguous or currently owned properties of BHR, Majestic, or GNC, or their respective successors and assigns, to be documented and/or recorded in the future so as to allow for the installation, operation, inspection, protection, repair, maintenance and replacement of the road (the "Garage Road") on the southerly side of the BHPA Garage lying substantially where the existing road is located;

(g) The right of BHPA to (i) operate, inspect, protect, repair, maintain and replace in the same location any existing (as of the date of this Amendment) road on the BHPA Property, in all material respects, as such road is currently shown as a Site Road on Exhibit C hereto (the "Composite Drawings") and (ii) install, or to grant to others the right to install, and thereafter to operate, inspect, protect, repair, maintain and replace in the same location any future road on the BHPA Property, as such road is currently shown as a "Site Road" on the Composite Drawings (any road referenced in (i) and or (ii) above, being referred to herein as a "Site Road"); and



(h) The right of the City to install, operate, inspect, protect, repair, maintain, and replace the Marina Access Road, substantially as reflected in drawings prepared by American Consulting, Inc. approved by the Indiana Department of Transportation on October 13, 2003, copies of the relevant parts of which have been given to Northern Indiana, (the "Approved Marina Access Road Plans"); provided that the interest of the City related to the Marina Access Road is subject and subordinate to Northern Indiana's easement rights in and to the Easement Premises, as provided in the Joinder attached hereto.

1.6 Notwithstanding the foregoing, BHPA will reimburse Northern Indiana for reasonable and necessary direct expenses (excluding overhead and administrative costs) incurred by Northern Indiana as a direct result of rights, permissions, authorities, licenses and easements of any kind granted by, through or under BHPA subsequent to the date of this Amendment pursuant to section 1.5(e) hereof or in connection with any road installed and then operated, inspected, protected, repaired, maintained or replaced after the date of this Amendment but only to the extent such expenses are incurred because the exercise of such rights adversely affects Northern Indiana's ability to install, construct, erect, maintain, operate, repair, replace, renew and remove the Gas Facilities and or the Electric Facilities; provided, however, that BHPA shall have no obligation to reimburse Northern Indiana for an expense incurred as a result of there being installed (and then operated, inspected, protected, repaired, maintained or replaced) the Garage Road, a Site Road constructed as shown on the Composite Drawings or the Marina Access Road constructed as shown on the Approved Marina Access Road Plans; and provided further that BHPA shall have no obligation to reimburse Northern Indiana for an expense incurred to relocate a part of the Easement Premises on which construction of Gas Facilities and or Electric Facilities has not been commenced.

1.7 With respect to the then existing location of the Gas Easement Premises, BHPA shall not, without the prior written consent of Northern Indiana, which consent shall not be unreasonably withheld, conditioned or delayed, take in the future any of the actions defined below as a "Controlled Action" within the Gas Easement Premises; provided that such restrictions shall not apply to construction of the Marina Access Road in accordance with the Approved Marina Access Road Plans. A "Controlled Action" means any of the following:

(i) the removal of material below the existing grade or the penetration of the ground surface, in each case within 10 lateral feet of the pipeline, subject to exceptions in each case for work required in connection with crossings of a Site Road or work required in connection with crossings of utility systems as contemplated by section 1.5(e), of which, in each case, Northern Indiana has approved the design and work plan within the Easement Premises, which approval will not be unreasonably withheld or delayed, provided that, notwithstanding anything contained herein to the contrary, clearance of at least 2 feet for other utility crossings shall be maintained at all times and provided further that any and all contemplated Controlled Actions (other than the Garage Road, a Site Road constructed as shown on the Composite Drawings or the Marina Access Road constructed as shown on the Approved Marina Access Road Plans) shall comply with Northern Indiana's "wheel loading" requirements as published from time to time by Northern Indiana;

(ii) the installation of mechanically stabilized earthen walls;

(iii) the installation of paved roadways over the gas pipeline (other than road crossings or Site Roads constructed as shown on the Composite Drawings, provided any such road crossings or Site Roads are constructed, operated and maintained without triggering any other Controlled Action);

(iv) open drainage ditches, side ditches (other than next to a Site Road) or swales within 10 feet of the pipeline;

(v) signage structures with footings within 10 feet of the pipeline; and

(vi) the installation of under-drainage structures within 10 feet of the pipeline.

1.8 BHPA further agrees that the exercise of any and all rights reserved in section 1.5 including, without limitation, the installation of any improvements or other facilities, shall be done in compliance with Section 9 of the Easement Agreement (it being agreed, however, that the Garage Road, any Site Road constructed as shown on the Composite Drawings and the Marina Access Road constructed as shown on the Approved Marina Access Road Plans are not inconsistent with and do not interfere with the rights granted to Northern Indiana hereunder) and otherwise in compliance with all laws including, by way of example and not by way of limitation, the National Electrical Safety Code, as published from time to time by The Institute of Electrical and Electronics Engineers, Inc. Northern Indiana shall relocate the Electric Facilities so that they will comply with such National Electrical Safety Code when the Site Roads and the Marina are completed based on the Composite Drawings or Approved Marina Access Road Plans, as the case may be.

1.9 Northern Indiana covenants and agrees that it will, at its own cost and expense (a) commence within five (5) days of the date of this Amendment and diligently pursue thereafter to completion, the relocation of the Electric Facilities on the BHPA Property within the Electric Easement Premises substantially to the location shown on the three Northern Indiana drawings dated October 18, 2004 entitled Buffington Harbor Casino – Circuit 3482 Relocation and properly restore the vacated Easement Premises, and (b) commence within thirty (30) days after written notice to such effect from BHPA provided any such notice must be received on or between February 15<sup>th</sup> and June 15<sup>th</sup> in any given year, or earlier if Northern Indiana decides to proceed before notice is given, and diligently pursue thereafter to completion, the relocation of the Gas Facilities on the BHPA Property to within the Gas Easement Premises (in each case the extent that the Gas Facilities have not been relocated as of the date of this Agreement) and properly restore the vacated Easement Premises. Notwithstanding this Amendment, Northern Indiana shall be entitled to continue to use the easements on the BHPA Property heretofore granted under the Easement Agreement for the Electric Facilities until December 16, 2004. Notwithstanding this Amendment, Northern Indiana shall be entitled to continue to use the easements on the BHPA Property heretofore granted under the Easement Agreement for the Gas Facilities which have not been relocated as of the date of this Agreement until November 30 of the year in which it commences relocation of the remaining Gas Facilities on the BHPA Property or November 30, 2009, whichever is earlier. If requested by BHPA, Northern Indiana will execute and record an instrument establishing the date or dates on which its right to use the original easement on the BHPA Property under the Easement Agreement terminated.

1.10 In addition, if and to the extent Northern Indiana incurs reasonable and necessary direct expenses (excluding overhead and administrative costs) as a direct result of one or more subsequent relocations (that is, subsequent to the relocations described in section 1.9) of all or part of the Gas Facilities or the Electric Facilities, and any such relocation is required by, through or under BHPA within five (5) years of the date hereof, BHPA shall reimburse Northern Indiana the amount of such direct expenses, provided that BHPA shall have no obligation to reimburse Northern Indiana for expenses incurred as a result of the creation or construction of the Garage Road, a Site Road constructed as shown on the Composite Drawings or the Marina Access Road constructed as shown on the Approved Marina Access Road Plans; provided further that BHPA shall have no obligation to reimburse Northern Indiana for an expense incurred to relocate a part of the Easement Premises on which construction of Gas Facilities and or Electric Facilities has not been commenced. After the expiration of such five (5) year period, Northern Indiana shall bear full responsibility for the cost of relocation as otherwise provided herein.”

2. Section 10 of the Easement Agreement is amended in its entirety so that it reads as follows:

“The rights granted to Northern Indiana herein shall be perpetual, subject to the terms and conditions set forth herein.”

3. A new Section 13 shall be added to the Easement Agreement which shall read as follows:

“Northern Indiana shall not interfere with the free passage of vehicular traffic on the Garage Road except as provided in the following: (1) In the case of conditions dangerous to the safety of users of the Garage Road or other circumstances where considerations of safety require that the Garage Road be closed, Northern Indiana shall have the unqualified right to make temporary closures of the Garage Road until the danger may be abated, which Northern Indiana shall use all reasonable efforts to do; (2) in the case of emergency conditions (other than as described in the preceding clause) in which Northern Indiana must close the Garage Road in order to carry out repairs necessary to maintain service to customers or to make emergency repairs to the Electric Facilities or the Gas Facilities, Northern Indiana may make temporary closures of the Garage Road upon reasonable prior oral or written notice to BHPA, provided that Northern Indiana shall use all reasonable efforts to limit the time and extent of the disruption of traffic on the Garage Road; and (3) in cases not described in the two preceding clauses, Northern Indiana may close the Garage Road for periods of time not to exceed three (3) hours during any twenty-four (24) hour period in connection with Northern Indiana’s reasonable exercise of rights with respect to the Gas Facilities or the Electric Facilities, provided that (i) BHPA is notified in writing not less than twenty-four (24) hours on business days in advance of such interruptions, including an estimate of the time period of the closure of the Garage Road, (ii) reasonable vehicular access and flow to the BHPA Garage is available for BHPA patrons and employees and (iii) reasonably convenient access to the northerly side of the BHPA Garage for deliveries to BHPA and/or its affiliates (including via tractor trailers) is available at all times including, but not limited to, during the entire period of any such temporary closure.”

4. The rights herein granted may be assigned in whole or in part.

5. The parties agree that each reference in the Easement Agreement to Universal, insofar as it affects the relationship between BHPA and Northern Indiana, shall be a reference to BHPA.

6. The parties hereto reaffirm the Easement Agreement, as amended by this Amendment, and agree that it is and shall remain in full force and effect. BHPA hereby withdraws the notice to relocate facilities and the Grant of Easement each dated August 26, 2004 and Northern Indiana hereby disclaims any of the rights created under such Grant of Easement.

[intentionally left blank]



IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written.

**NORTHERN INDIANA PUBLIC SERVICE COMPANY**

By Gail W. Harowski  
Name Gail W. Harowski  
Title Vice President

**ACKNOWLEDGMENT**

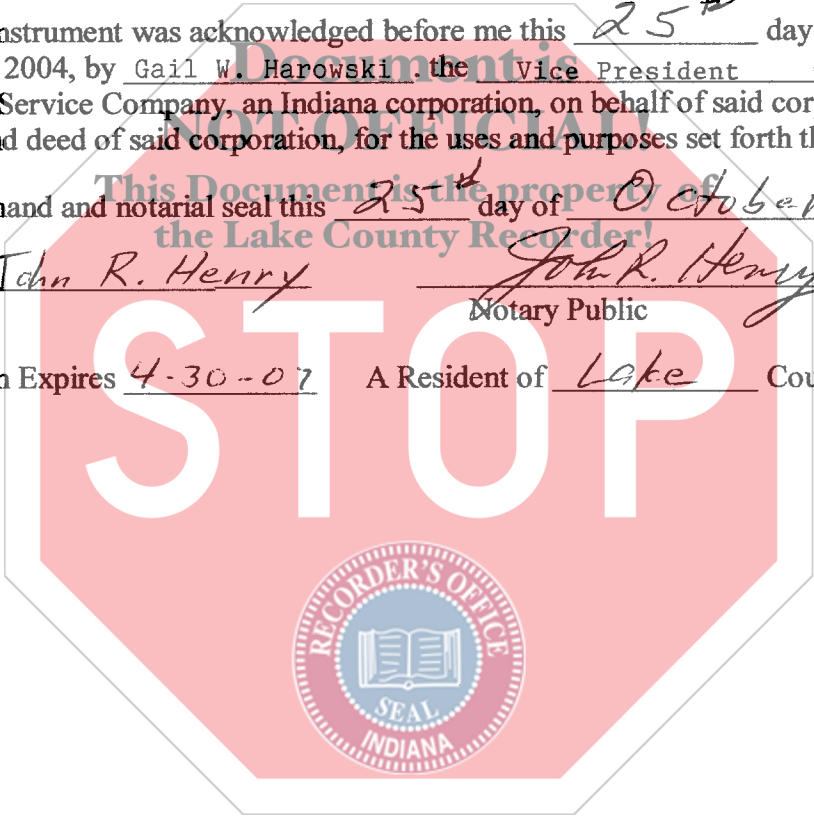
STATE OF INDIANA )  
 ) ss  
COUNTY OF LAKE )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of October, 2004, by Gail W. Harowski, the Vice President of Northern Indiana, Public Service Company, an Indiana corporation, on behalf of said corporation as the voluntary act and deed of said corporation, for the uses and purposes set forth therein.

WITNESS my hand and notarial seal this 25<sup>th</sup> day of October, 2004.

Print Name John R. Henry John R. Henry (SEAL)  
Notary Public

My Commission Expires 4-30-07 A Resident of LAKE County,





**BUFFINGTON HARBOR PARKING ASSOCIATES, LLC**

By: AMB Parking, LLC, Member

By: Barden Development, Inc.

By: *Michelle R. Sherman*  
Name: *Michelle R. Sherman*  
Title: *Vice President & CFO*

**ACKNOWLEDGEMENT**

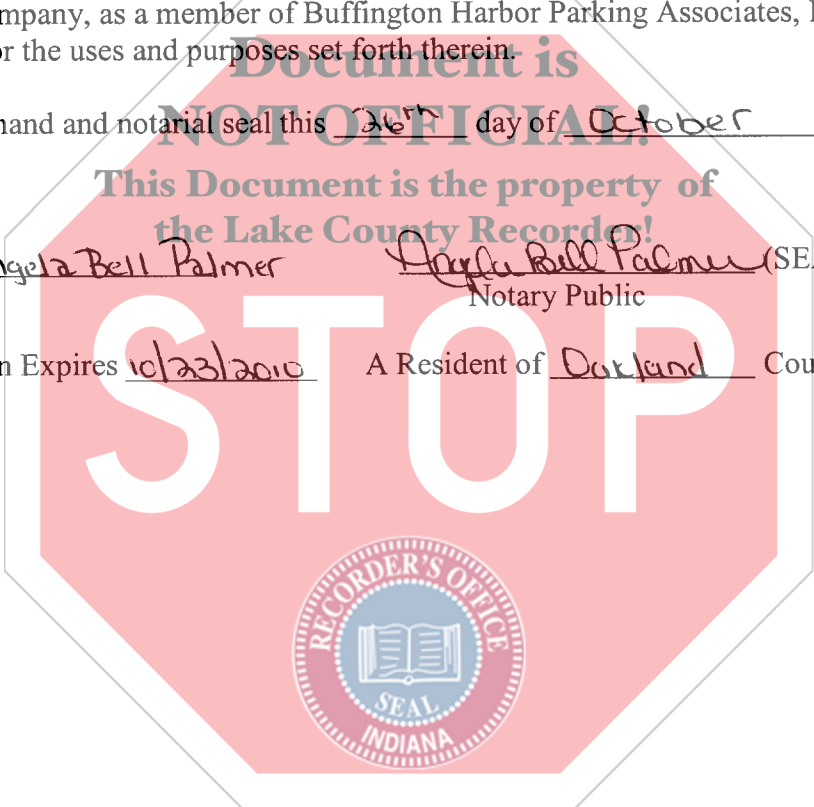
STATE OF \_\_\_\_\_ )  
 )ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this *26* day of *October*, 2004 by \_\_\_\_\_, the \_\_\_\_\_ of Barden Development, Inc., a Michigan corporation, on behalf of the corporation, member of AMB Parking, LLC., a Delaware LLC., on behalf of the company, as a member of Buffington Harbor Parking Associates, LLC, on behalf of the company, for the uses and purposes set forth therein.

WITNESS my hand and notarial seal this *26<sup>th</sup>* day of *October*, 2004.

Print Name *Angela Bell Palmer* *Angela Bell Palmer* (SEAL)  
Notary Public

My Commission Expires *10/23/2010* A Resident of *Darke* County,



**BUFFINGTON HARBOR PARKING ASSOCIATES LLC**

By: Trump Indiana, Inc., Member

By: Chris Leminger  
Name: Chris Leminger  
Title: General Manager

**ACKNOWLEDGMENT**

STATE OF Indiana )  
 ) ss  
COUNTY OF Lake )

The foregoing instrument was acknowledged before me this 27 day of October, 2004 by Chris Leminger the General Manager of Trump Indiana, Inc., a Delaware corporation, on behalf of the corporation, which was acting as a member of Buffington Harbor Parking Associates, LLC, on behalf of the company, for the uses and purposes set forth therein.

WITNESS my hand and notarial seal this 27 day of October, 2004.

Print Name Samantha R. Campbell Samantha R. Campbell (SEAL)  
Notary Public

My Commission Expires 1/27/09 A Resident of Lake County,

**SAMANTHA R CAMPBELL**  
**NOTARY PUBLIC STATE OF INDIANA**  
**LAKE COUNTY**  
MY COMMISSION EXPIRES 01/27/2009



**EXHIBIT A**

PART OF SECTIONS 23, 25 & 26, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE COUNTY OF LAKE, STATE OF INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW¼) OF SAID SECTION 25; THENCE NORTHWARDLY ALONG THE WEST LINE OF THE NORTHWEST QUARTER (NW¼) OF SAID SECTION 25 A DISTANCE OF 1868.43 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE ELGIN JOLIET AND EASTERN RAILWAY COMPANY, SAID POINT BEING ON THE SOUTHWESTERLY LINE OF LAND CONVEYED TO THE MAJESTIC STAR CASINO, LLC IN DR 2004-014290; THENCE SOUTH 54 DEGREES 06 MINUTES 24 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF SAID CASINO LAND A DISTANCE OF 539.09 FEET TO THE SOUTHMOST CORNER OF SAID CASINO LAND; THENCE NORTH 35 DEGREES 53 MINUTES 36 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF SAID CASINO LAND A DISTANCE OF 102.5 FEET TO THE CENTERLINE OF A 35' WIDE EASEMENT CONVEYED TO NORTHERN INDIANA PUBLIC SERVICE COMPANY AS PARCEL "G" IN MISCELLANEOUS RECORDS 616, PAGE 346; THENCE CONTINUING NORTH 35 DEGREES 53 MINUTES 36 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF SAID CASINO LAND A DISTANCE OF 77.5 FEET TO A POINT; THENCE NORTH 54 DEGREES 25 MINUTES 30 SECONDS WEST A DISTANCE OF 2162.53 FEET TO A POINT; THENCE SOUTH 35 DEGREES 47 MINUTES 12 SECONDS WEST A DISTANCE OF 83.08 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID NIPSCO EASEMENT; THENCE NORTH 54 DEGREES 06 MINUTES 24 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID EASEMENT A DISTANCE OF 89.57 FEET TO A POINT; THENCE NORTH 65 DEGREES 29 MINUTES 19 SECONDS WEST A DISTANCE OF 36.68 FEET TO A POINT; THENCE NORTH 53 DEGREES 56 MINUTES 46 SECONDS WEST A DISTANCE OF 0.84 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF LAND CONVEYED TO BUFFINGTON HARBOR PARKING ASSOCIATES, LLC IN DR 2000-072823, SAID POINT BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH 53 DEGREES 56 MINUTES 46 SECONDS WEST A DISTANCE OF 169.36 FEET TO A POINT; THENCE NORTH 09 DEGREES 06 MINUTES 39 SECONDS WEST A DISTANCE OF 9.54 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID NIPSCO EASEMENT; THENCE NORTH 54 DEGREES 06 MINUTES 24 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID NIPSCO EASEMENT A DISTANCE OF 191.62 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID ASSOCIATES LAND, SAID POINT BEING NORTH 35 DEGREES 53 MINUTES 36 SECONDS EAST 85 FEET FROM THE WESTMOST CORNER OF SAID ASSOCIATES LAND; THENCE NORTH 35 DEGREES 53 MINUTES 36 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID ASSOCIATES LAND A DISTANCE OF 35 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID NIPSCO EASEMENT; THENCE SOUTH 54 DEGREES 06 MINUTES 24 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID NIPSCO EASEMENT A DISTANCE OF 11.43 FEET TO A POINT; THENCE SOUTH 09 DEGREES 06 MINUTES 39 SECONDS

EAST A DISTANCE OF 10.47 FEET TO A POINT; THENCE SOUTH 53 DEGREES 43 MINUTES 39 SECONDS EAST A DISTANCE OF 199.58 FEET TO A POINT; THENCE SOUTH 35 DEGREES 57 MINUTES 48 SECONDS WEST A DISTANCE OF 13.06 FEET TO A POINT; THENCE SOUTH 53 DEGREES 56 MINUTES 46 SECONDS EAST A DISTANCE OF 130.10 FEET TO A POINT; THENCE NORTH 35 DEGREES 40 MINUTES 03 SECONDS EAST A DISTANCE OF 12.57 FEET TO A POINT; THENCE SOUTH 53 DEGREES 43 MINUTES 39 SECONDS EAST A DISTANCE OF 39.97 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID ASSOCIATES LAND; THENCE SOUTHWESTWARDLY ALONG A CURVE TO THE LEFT, ALONG THE SOUTHEASTERLY LINE OF SAID ASSOCIATES LAND (R=94.22 FEET) A DISTANCE OF 38.67 FEET (CHORD: SOUTH 68 DEGREES 28 MINUTES 13 SECONDS WEST, 38.40 FEET) TO THE PLACE OF BEGINNING OF THIS DESCRIPTION.

PREPARED BY MARBACH, BRADY & WEAVER, INC.

CONTAINING 0.222 OF AN ACRE OF LAND.

REF: DR 2000-072823





**EXHIBIT B**

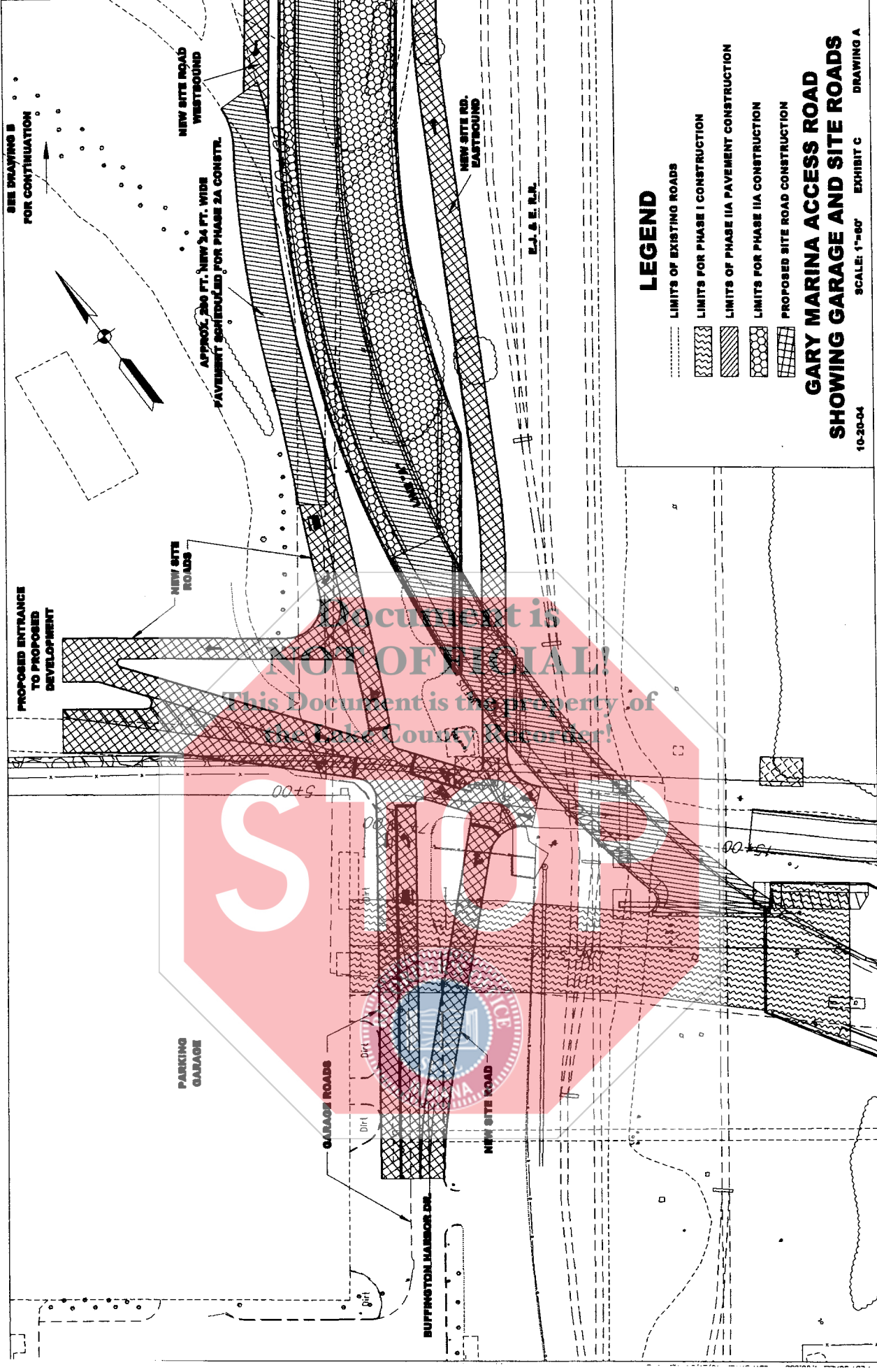
PART OF SECTION 23, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE COUNTY OF LAKE, STATE OF INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW¼) OF SAID SECTION 23; THENCE NORTH 00 DEGREES 28 MINUTES 13 SECONDS WEST (BEARINGS TAKEN FROM AN EASEMENT AGREEMENT BETWEEN GARY NEW CENTURY, LLC AND THE CITY OF GARY, RECORDED IN DR 2004-014285) 492.40 FEET (DEED: 492.62 FEET) TO THE NORTHEASTERN BOUNDARY OF THE ELGIN JOLIET AND EASTERN RAILWAY COMPANY; THENCE SOUTH 46 DEGREES 59 MINUTES 25 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID RAILWAY A DISTANCE OF 228.30 FEET TO A CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT (R=11309.20 FEET) A DISTANCE OF 1404.65 FEET (CHORD: SOUTH 50 DEGREES 32 MINUTES 54 SECONDS EAST A DISTANCE OF 1403.75 FEET) TO A POINT; THENCE SOUTH 54 DEGREES 50 MINUTES 49 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID RAILROAD A DISTANCE OF 2944.18 FEET (DEED: 2971.64 FEET) TO A NORTHWESTERLY CORNER OF LAND CONVEYED TO BUFFINGTON HARBOR PARKING ASSOCIATES, LLC IN DR 2000-072823; THENCE NORTH 35 DEGREES 53 MINUTES 36 SECONDS EAST ALONG A NORTHWESTERLY LINE OF SAID HARBOR LAND A DISTANCE OF 30.53 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH 35 DEGREES 53 MINUTES 36 SECONDS EAST ALONG A NORTHWESTERLY LINE OF SAID HARBOR LAND A DISTANCE OF 30.01 FEET TO A POINT; THENCE SOUTH 55 DEGREES 26 MINUTES 08 SECONDS EAST A DISTANCE OF 364.97 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID HARBOR LAND; THENCE SOUTHWESTWARDLY ALONG A CURVE TO THE LEFT (R=94.22 FEET) ALONG THE SOUTHEASTERLY LINE OF SAID HARBOR LAND A DISTANCE OF 16.10 FEET (CHORD: SOUTH 46 DEGREES 11 MINUTES 47 SECONDS WEST, 16.08 FEET) TO A POINT; THENCE SOUTH 42 DEGREES 41 MINUTES 48 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID HARBOR LAND A DISTANCE OF 14.39 FEET TO A POINT, SAID POINT BEING 39.14 FEET, NORTH 42 DEGREES 41 MINUTES 48 SECONDS EAST OF THE SOUTHERLY CORNER OF SAID HARBOR LAND; THENCE NORTH 55 DEGREES 26 MINUTES 08 SECONDS WEST A DISTANCE OF 360.39 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION.

PREPARED BY MARBACH, BRADY & WEAVER, INC.

CONTAINING 0.250 OF AN ACRE OF LAND.





SEE DRAWING B FOR CONTINUATION

PROPOSED ENTRANCE TO PROPOSED DEVELOPMENT

NEW SITE ROAD WESTBOUND  
 APPROX. 200 FT. WIDE PAVEMENT SCHEDULED FOR PHASE 2A CONSTR.

NEW SITE RD. EASTBOUND

E.J. & E. R.R.

NEW SITE ROADS

PARKING GARAGE

GARAGE ROADS

NEW SITE ROAD

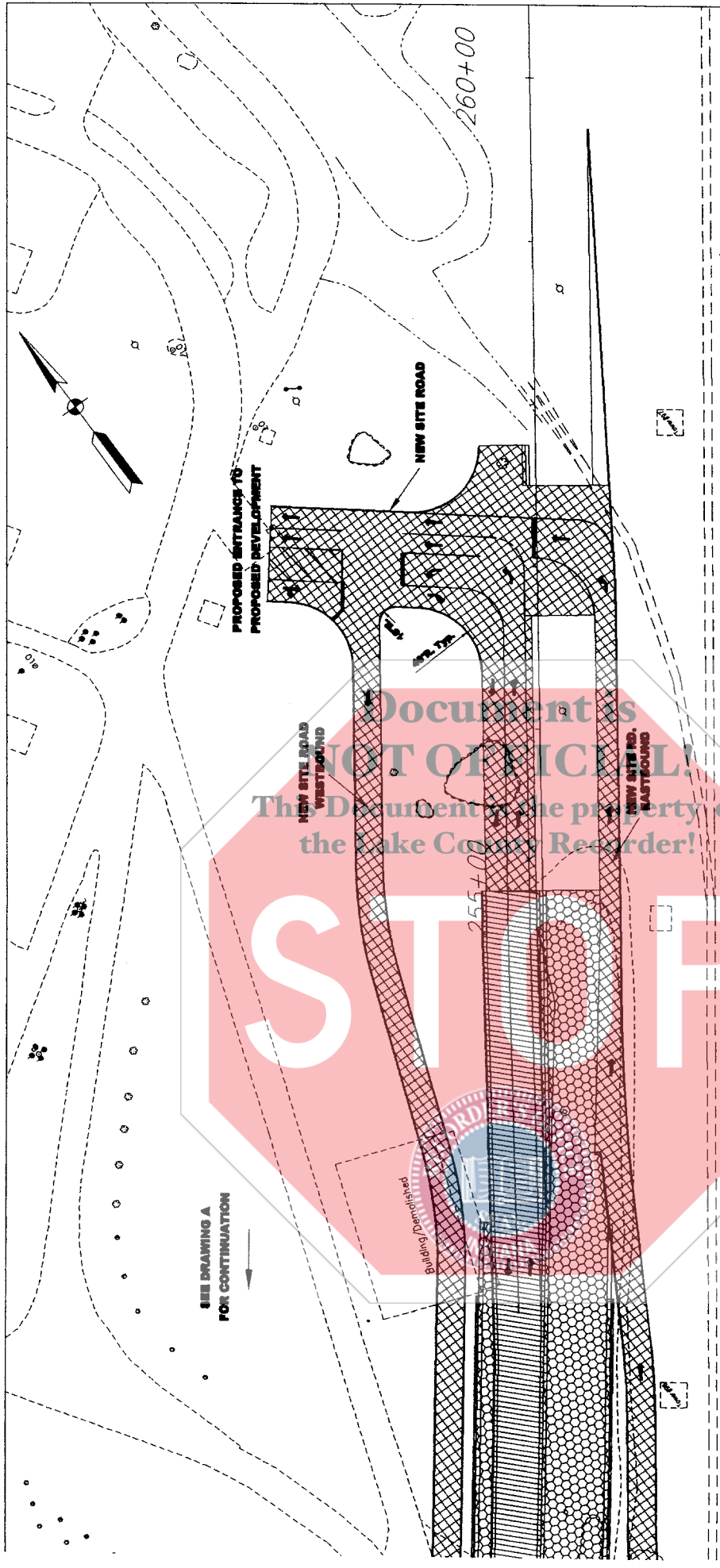
BUFFINGTON HARBOR DR.

**LEGEND**

- LIMITS OF EXISTING ROADS
- ▨ LIMITS FOR PHASE I CONSTRUCTION
- ▩ LIMITS OF PHASE IIA PAVEMENT CONSTRUCTION
- ▧ LIMITS FOR PHASE IIA CONSTRUCTION
- ▦ PROPOSED SITE ROAD CONSTRUCTION

**GARY MARINA ACCESS ROAD  
 SHOWING GARAGE AND SITE ROADS**

SCALE: 1"=80' EXHIBIT C DRAWING A  
 10-20-04



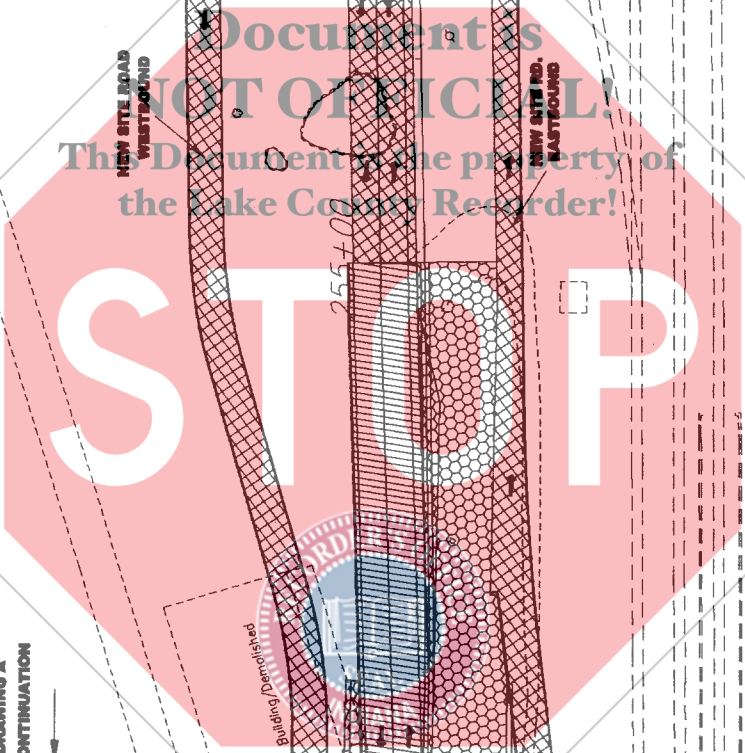
**LEGEND**

- LIMITS OF EXISTING ROADS
- ▨ LIMITS FOR PHASE I CONSTRUCTION
- ▩ LIMITS OF PHASE IIA PAVEMENT CONSTRUCTION
- ▧ LIMITS FOR PHASE IIA CONSTRUCTION
- ▦ PROPOSED SITE ROAD CONSTRUCTION

**GARY MARINA ACCESS ROAD  
SHOWING GARAGE AND SITE ROADS**

SCALE: 1"=60' EXHIBIT C DRAWING B

10-20-04



**JOINDER**

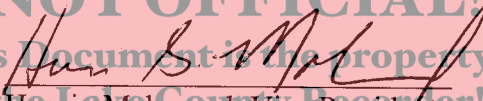
The City of Gary ("City"), consistent with the reservation of rights by Gary New Century, LLC ("GNC") in that certain Easement Agreement dated January 28, 2004 by and between GNC and the City and the reservation of rights by Buffington Harbor Parking Associates, LLC ("BHPA") in that certain Easement Agreement dated January 28, 2004 by and between BHPA and the City, hereby joins in the foregoing Amendment to Easement Agreement to acknowledge the rights of Northern Indiana Public Service Company ("NIPSCO") in and to the Easement Premises and hereby agrees that the City's easement rights granted in the aforementioned Easement Agreements is subject and subordinate to NIPSCO's easement rights in and to the Easement Premises.


**IN WITNESS WHEREOF**, the City has executed and delivered this Joinder as of the \_\_\_\_\_ day of \_\_\_\_\_, 2004.

**CITY OF GARY**

CITY OF GARY  
BOARD OF PUBLIC WORKS

  
\_\_\_\_\_  
Geraldine Tousant, President Date: 10-28, 2004

  
\_\_\_\_\_  
Husain Mahmoud, Vice President Date: 10-28, 2004

  
\_\_\_\_\_  
Hamilton L. Carmouche, Secretary Date: 10-28, 2004

APPROVED BY:

  
\_\_\_\_\_  
Scott L. King  
Mayor City of Gary

