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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2004 100686

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MORRIS W. QUINTER
RECORDER

#39200

AMENDMENT TO EASEMENT AGREEMENT

This Amendment to Easement Agreement (this "Amendment") is entered into as of October 25, 2004, by and between **THE MAJESTIC STAR CASINO, LLC**, an Indiana limited liability company ("Majestic") and **NORTHERN INDIANA PUBLIC SERVICE COMPANY**, an Indiana corporation ("Northern Indiana").

RECITALS

A. Majestic is the owner in fee of a certain parcel of land and improvements thereon described in the Limited Warranty Deed dated February 9, 2004 given to Majestic, being document number 2004 014290 recorded in the office of the Register of Deeds for Lake County, Indiana on February 19, 2004 (the "Majestic Property").

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

C. One of Majestic's predecessors in interest in the Majestic 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 Majestic Property.

D. Majestic's immediate predecessor with respect to the Majestic Property Gary New Century, LLC, a Delaware limited liability company ("GNC") 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 014285. Majestic 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 Majestic have negotiated and are entering into this Amendment as a result.



STEPHEN R. STIGLICH
LAKE COUNTY AUDITOR

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AGREEMENT

NOW, THEREFORE, the parties hereto agree as follows:

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

“1.1 Majestic 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 Majestic 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, 25 and 26, 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 Majestic.

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 Majestic by such routes as Majestic 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 Majestic, at Majestic's expense, by the planting of shrubbery, without the written consent of Majestic, 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 Majestic 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 Majestic Property, nearby property acquired in the future by Majestic (or a wholly-owned entity thereof), or the contiguous or currently owned properties of Buffington Harbor Parking Associates, L.L.C., a Delaware limited liability company ("BHPA"), Gary New Century, LLC, a Delaware limited liability company ("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 the Majestic Property and the contiguous or currently owned properties of BHPA, GNC or BHR and 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 which will connect with the road on the southerly side of the BHPA Garage lying substantially where the existing road is located ("Garage Road");

(g) The right of Majestic 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 Majestic 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 Majestic 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, Majestic 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 Majestic 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 Majestic 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 Marina Access Road constructed as shown on the Approved Marina Access Road Plans; and provided further that Majestic 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) a Site Road constructed as shown on the Composite Drawings which affects the Gas Facilities or which, as it exists at the time of this Agreement but not as it might be widened to a four lane road, affects the Electric Facilities; and provided further that Majestic 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, Majestic 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 shown on the Composite Drawings, the Marina Access 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 construction, operation or repair of 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 the Marina Access 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 Majestic 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 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.; provided however, that the Marina Access Road constructed as shown on the Approved Marina Access Road Plans is not inconsistent with and does not interfere with the rights granted to Northern Indiana hereunder; and provided further that any Site Road constructed as shown on the Composite Drawings is not inconsistent with and does not interfere with the rights granted to Northern Indiana hereunder with respect to the Gas Facilities; and provided further that a Site Road shown on the Composite Drawings is not inconsistent with and does not interfere with the rights granted to Northern Indiana hereunder with respect to the Electric Facilities but only insofar as the Site Road continues as it exists at the time of this Agreement and not as it might be widened to a four lane road. 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 Access Road are completed based on the Composite Drawings or the Approved Marina Access Road Plans, as the case may be, but not as the Site Roads might be widened to four lane roads).

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 Buffington Harbor Parking Associates' property and continue the same onto the Majestic Property to 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 Majestic provided any such notice must be received on or between February 15th and June 15th 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 Majestic 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 Majestic 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 Majestic Property heretofore granted under the Easement Agreement for the Gas Facilities until November 30 of the year in which it commences relocation of the Gas Facilities or November 30, 2009, whichever is earlier. If requested by Majestic, Northern Indiana will execute and record an instrument establishing the date or dates on which its right to use the original easement on the Majestic 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 of all or part of the Gas Facilities or the Electric Facilities, and any such relocation is required by, through or under Majestic within five (5) years of the date hereof, Majestic shall reimburse Northern Indiana the amount of such direct expenses, provided that Majestic shall have no obligation to reimburse Northern Indiana for expenses incurred as a result of the creation or construction of the Marina Access Road as shown on the Approved Marina Access Road Plans; provided further that Majestic shall have no obligation to reimburse Northern Indiana for expenses incurred as a result of the creation or construction of the Site Roads as shown on the Composite Drawings having an effect on the Gas Facilities; and provided further that Majestic shall have no obligation to reimburse Northern Indiana for expenses incurred as a result of the creation or construction of the Site Roads shown on the Composite Drawings having an effect on the Electric Facilities as they exist at the time of this Agreement and not as they might be widened to a four lane road; and provided further that Majestic 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 a Site Road, except as provided in the following: (1) In the case of conditions

dangerous to the safety of users of a Site Road or other circumstances where considerations of safety require that a Site Road be closed, Northern Indiana shall have the unqualified right to make temporary closures of a Site 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 a Site 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 upon reasonable prior oral or written notice to Majestic, provided that Northern Indiana shall use all reasonable efforts to limit the time and extent of the disruption of traffic on a Site Road; and (3) in cases not described in the two preceding clauses, Northern Indiana may close a Site 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) Majestic 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 a Site Road, and (ii) reasonably convenient access for users of a Site Road 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 Majestic and Northern Indiana, shall be a reference to Majestic.
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. Majestic 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.

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THE MAJESTIC STAR CASINO, LLC

By: Barden Development, Inc.

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



ACKNOWLEDGEMENT

STATE OF Michigan)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 26th day of October, 2004 by _____, _____ of Barden Development, Inc., a Michigan corporation, on behalf of the corporation, member of The Majestic Star Casino, LLC, an Indiana limited liability company, on behalf of the company.

WITNESS my hand and notarial seal this 26th day of October, 2004.

Print Name Angela Bell Palmer *[Signature]* (SEAL)
Notary Public

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

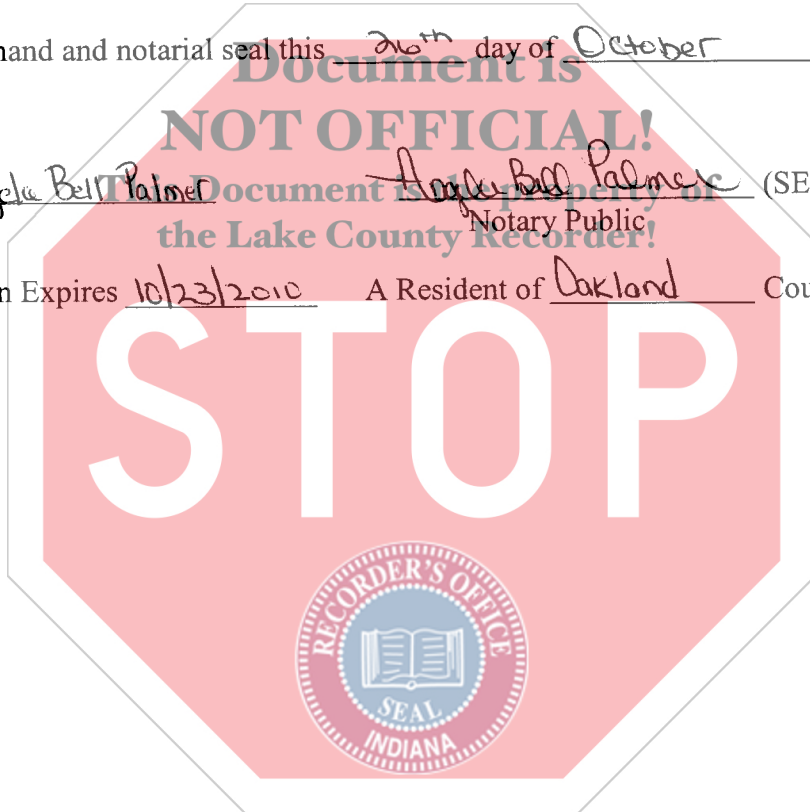


EXHIBIT A

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 THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 54 DEGREES 25 MINUTES 30 SECONDS WEST A DISTANCE OF 2179.03 FEET TO A POINT; THENCE SOUTH 35 DEGREES 47 MINUTES 12 SECONDS WEST A DISTANCE OF 82.99 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 73.07 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; THENCE NORTHEASTWARDLY ALONG A CURVE TO THE RIGHT, ALONG THE SOUTHEASTERLY LINE OF SAID ASSOCIATES LAND (R=94.22 FEET) A DISTANCE OF 38.67 (CHORD: NORTH 68 DEGREES 28 MINUTES 13 SECONDS EAST, 38.40 FEET) TO A POINT; THENCE SOUTH 53 DEGREES 43 MINUTES 39 SECONDS EAST A DISTANCE OF 6.20 FEET TO A POINT; THENCE NORTH 80 DEGREES 53 MINUTES 21 SECONDS EAST A DISTANCE OF 14.03 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 56.49 FEET TO A POINT; THENCE NORTH 35 DEGREES 47 MINUTES 12 SECONDS EAST A DISTANCE OF 64.50 FEET TO A POINT; THENCE SOUTH 54 DEGREES 25 MINUTES 30 SECONDS EAST A DISTANCE OF 2195.56 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID CASINO LAND; THENCE SOUTH 35 DEGREES 53 MINUTES 36 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID CASINO LAND A DISTANCE OF 16.5 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION.

PREPARED BY MARBACH, BRADY & WEAVER, INC.

CONTAINING 0.930 OF AN ACRE OF LAND.

EXHIBIT B

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 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 SOUTH 54 DEGREES 06 MINUTES 24 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID RAILROAD A DISTANCE OF 355.66 FEET TO THE SOUTHERLY CORNER OF SAID HARBOR LAND; THENCE NORTH 42 DEGREES 41 MINUTES 48 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF SAID HARBOR LAND A DISTANCE OF 39.14 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH 42 DEGREES 41 MINUTES 48 SECONDS EAST ALONG A SOUTHEASTERLY LINE OF SAID HARBOR LAND A DISTANCE OF 14.39 FEET TO A CURVE TO THE RIGHT; THENCE NORTHEASTWARDLY ALONG SAID CURVE TO THE RIGHT (R=94.22 FEET) ALONG THE SOUTHEASTERLY LINE OF SAID HARBOR LAND A DISTANCE OF 16.10 (CHORD: NORTH 46 DEGREES 11 MINUTES 47 SECONDS EAST, 16.08 FEET) TO A POINT; THENCE SOUTH 55 DEGREES 26 MINUTES 08 SECONDS EAST A DISTANCE OF 352.87 FEET TO A POINT; THENCE NORTH 61 DEGREES 19 MINUTES 09 SECONDS EAST A DISTANCE OF 160.35 FEET TO A POINT; THENCE SOUTHEASTWARDLY PARALLEL WITH AND 30 FEET NORTHEASTERLY OF THE SOUTHWESTERLY LINE OF PARCEL "4A" AS SHOWN IN SAID AGREEMENT ALONG THE FOLLOWING 9 COURSES: SOUTH 53 DEGREES 08 MINUTES 30 SECONDS EAST, 248.25 FEET; SOUTH 43 DEGREES 36 MINUTES 11 SECONDS EAST, 44.60 FEET; SOUTH 52 DEGREES 55 MINUTES 24 SECONDS EAST, 308.39 FEET; SOUTH 59 DEGREES 19 MINUTES 52 SECONDS EAST, 99.84 FEET; SOUTH 54 DEGREES 45 MINUTES 26 SECONDS EAST, 202.69 FEET; SOUTH 49 DEGREES 02 MINUTES 48 SECONDS EAST, 50.25 FEET; SOUTH 54 DEGREES 45 MINUTES 26 SECONDS EAST, 197.75 FEET; SOUTH 57 DEGREES 37 MINUTES 10 SECONDS EAST, 100.12 FEET; SOUTH 54 DEGREES 45 MINUTES 26 SECONDS EAST, 529.53 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF LAND CONVEYED TO THE MAJESTIC STAR CASINO, LLC IN DR 2004-014290; THENCE SOUTH 35 DEGREES 53 MINUTES 36 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID CASINO LAND A DISTANCE OF 30 FEET TO A POINT; THENCE NORTH 54 DEGREES 45 MINUTES 26 SECONDS WEST A DISTANCE OF 188.45 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL; THENCE NORTHWESTWARDLY ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL ALONG THE FOLLOWING 10 COURSES: NORTH 54 DEGREES 45 MINUTES 26 SECONDS WEST, 340 FEET; NORTH 57 DEGREES 37 MINUTES 10 SECONDS WEST, 100.12 FEET; NORTH 54 DEGREES 45 MINUTES 26 SECONDS WEST, 200 FEET; NORTH 49 DEGREES 02 MINUTES 48 SECONDS WEST, 50.25 FEET; NORTH 54

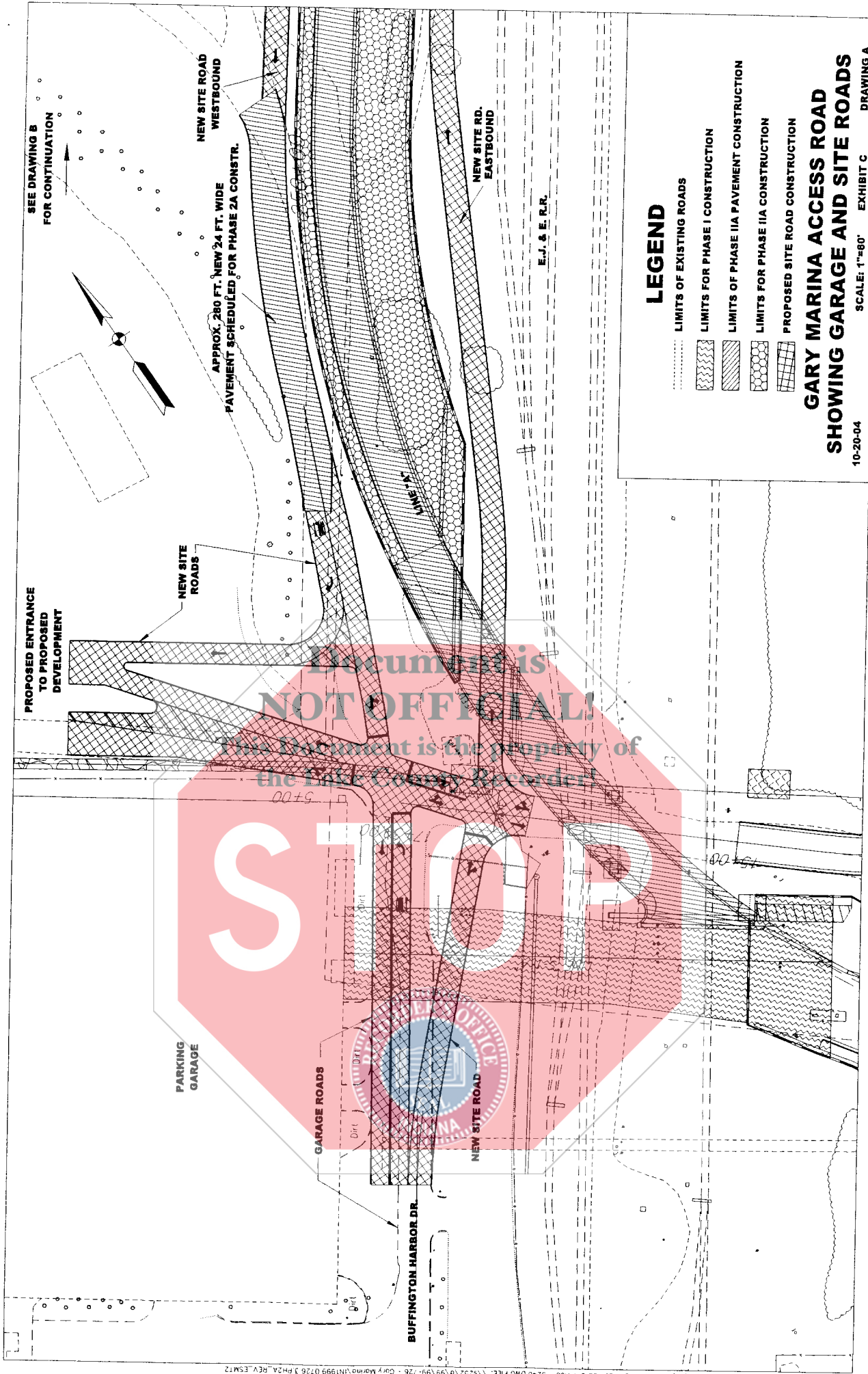
DEGREES 45 MINUTES 26 SECONDS WEST, 200 FEET; NORTH 59 DEGREES 19 MINUTES 52 SECONDS WEST, 100.32 FEET; NORTH 52 DEGREES 55 MINUTES 24 SECONDS WEST, 312.51 FEET; NORTH 43 DEGREES 36 MINUTES 11 SECONDS WEST, 44.54 FEET; NORTH 53 DEGREES 08 MINUTES 30 SECONDS WEST, 243.60 FEET; NORTH 61 DEGREES 19 MINUTES 09 SECONDS WEST, 47.98 FEET TO A POINT; THENCE CONTINUING NORTH 61 DEGREES 19 MINUTES 09 SECONDS WEST A DISTANCE OF 111.76 FEET TO A POINT; THENCE NORTH 55 DEGREES 26 MINUTES 08 SECONDS WEST A DISTANCE OF 359.68 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION.

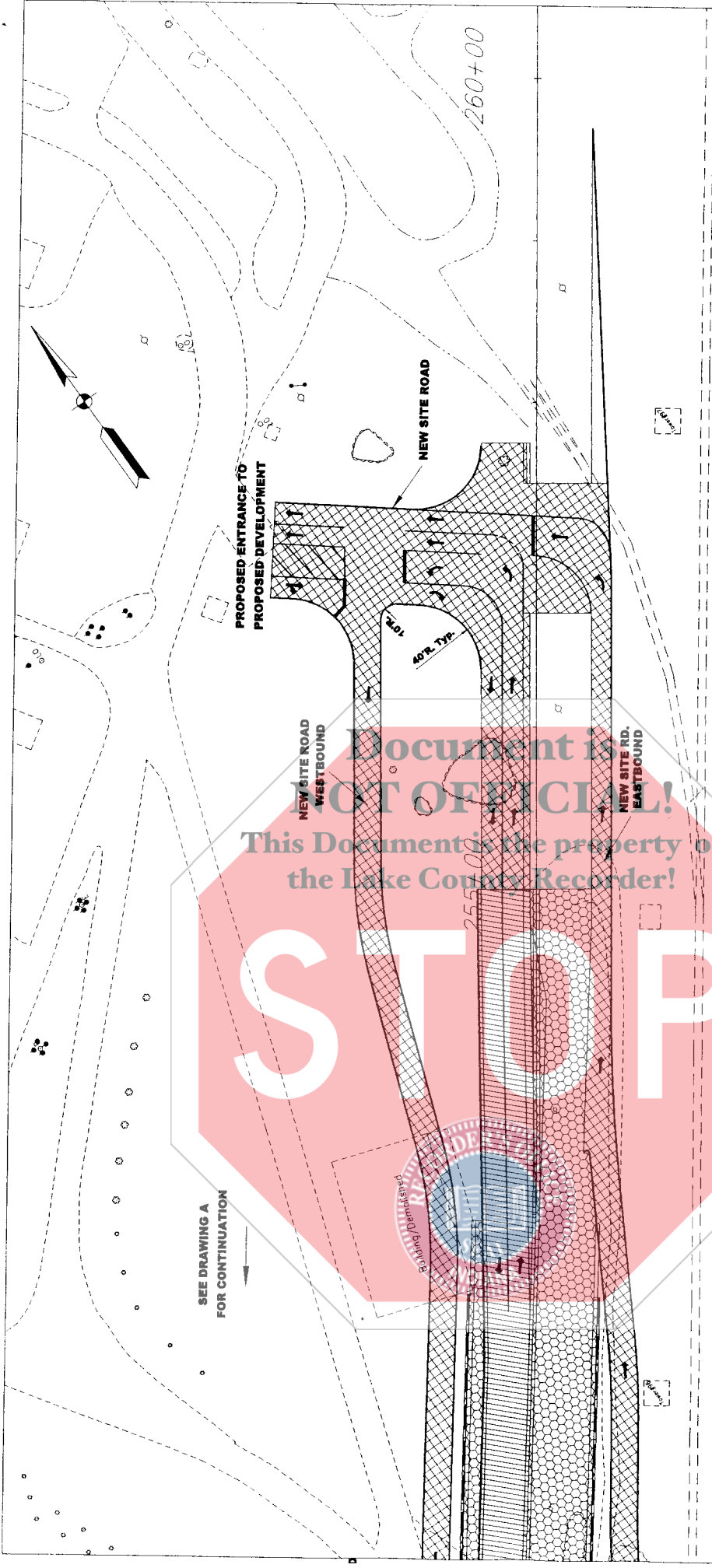
PREPARED BY MARBACH, BRADY & WEAVER, INC.

CONTAINING 1.58 ACRES OF LAND.

REF: DR 2004-014290







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SEE DRAWING A
FOR CONTINUATION

LEGEND

- LIMITS OF EXISTING ROADS
- [Wavy lines] LIMITS FOR PHASE I CONSTRUCTION
- [Diagonal lines] LIMITS OF PHASE IIA PAVEMENT CONSTRUCTION
- [Hexagonal pattern] LIMITS FOR PHASE IIA CONSTRUCTION
- [Grid pattern] PROPOSED SITE ROAD CONSTRUCTION

GARY MARINA ACCESS ROAD
SHOWING GARAGE AND SITE ROADS
 10-20-04 SCALE: 1"=60' EXHIBIT C DRAWING B

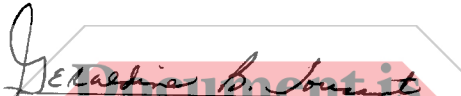
JOINDER

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 8th day of Nov., 2004.

CITY OF GARY

CITY OF GARY
BOARD OF PUBLIC WORKS


Date: 11/8, 2004
Geraldine Tousant, President


Date: 11/8, 2004
Husain Mahmoud, Vice President


Date: 11/8, 2004
Hamilton L. Carmouche, Secretary

APPROVED BY:


Scott L. King
Mayor City of Gary

