

14

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2009 029496

2009 MAY -6 AM 8:44

MICHAEL A. BROWN
RECORDER

EASEMENT AGREEMENT
(BHR (Now MSC) and City of Gary)

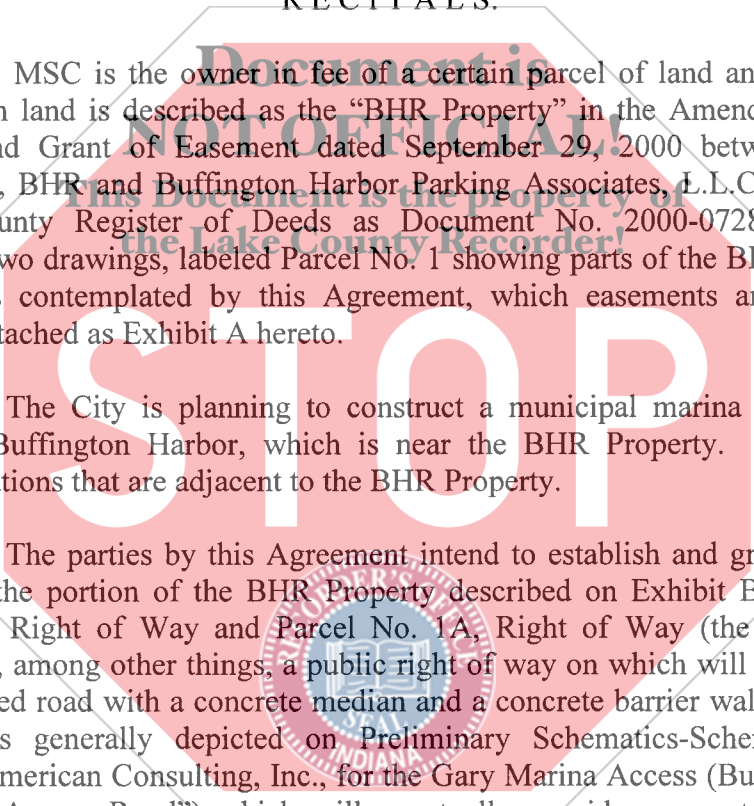
This EASEMENT AGREEMENT (this "Agreement") is made as of the 15th day of April, 2009, by and between **THE MAJESTIC STAR CASINO, LLC**, an Indiana limited liability company ("MSC") with offices at One Buffington Harbor Drive, Gary, Indiana 46406, as successor in interest to **BUFFINGTON HARBOR RIVERBOATS, L.L.C.**, a Delaware limited liability company ("BHR") and the **CITY OF GARY**, a municipal corporation established under the laws of the State of Indiana (the "City"), with offices at 401 Broadway, Gary, Indiana 46402.

RECITALS:

A. MSC is the owner in fee of a certain parcel of land and improvements thereon, which land is described as the "BHR Property" in the Amendment to Access Agreement and Grant of Easement dated September 29, 2000 between Gary New Century, LLC, BHR and Buffington Harbor Parking Associates, L.L.C., recorded with the Lake County Register of Deeds as Document No. 2000-072826 (the "BHR Property"). Two drawings, labeled Parcel No. 1 showing parts of the BHR Property and the easements contemplated by this Agreement, which easements are cross-hatched thereon, are attached as Exhibit A hereto.

B. The City is planning to construct a municipal marina (the "Municipal Marina") in Buffington Harbor, which is near the BHR Property. MSC has other business operations that are adjacent to the BHR Property.

C. The parties by this Agreement intend to establish and grant an easement encumbering the portion of the BHR Property described on Exhibit B hereto, labeled Parcel No. 1, Right of Way and Parcel No. 1A, Right of Way (the "Right of Way Property") for, among other things, a public right of way on which will be constructed a four lane curbed road with a concrete median and a concrete barrier wall where the road is elevated as generally depicted on Preliminary Schematics-Scheme "W-Rev-2", prepared by American Consulting, Inc., for the Gary Marina Access (Buffington Harbor) (the "Marina Access Road") which will eventually provide access to the Municipal Marina and other properties in the area. It is anticipated that the construction of the Marina Access Road will proceed in phases ("Phases") with each Phase constructed according to plans specifically relating to that Phase.



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PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

D. During the construction of the Marina Access Road, the City will require a temporary construction easement over a portion of the BHR Property, which property is described in Exhibit C hereto, which is labeled Parcel No. 1B, Temporary Right of Way (the "Temporary Easement Property").

NOW, THEREFORE, in consideration of the sum of One (\$1.00) Dollar and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party hereto, the parties intending to be legally bound hereby agree as follows:

1. Incorporation of Recitals. Each of the foregoing recitals is incorporated herein at length as if fully set forth herein.

2. Acknowledgment of Consideration. MSC hereby acknowledges and agrees that (a) it has been paid only One (\$1.00) Dollar as consideration for this Easement, (b) it has done so without any undue coercion or action of any nature, and (c) it would otherwise be entitled to just compensation based upon an appraisal.

3. Right of Way. MSC hereby grants to the City an easement (the "Right of Way Easement") on, over and across the Right of Way Property for public right of way purposes and the installation, operation, repair, maintenance and replacement of the Marina Access Road.

4. Utilities. MSC hereby grants to the City a non-exclusive easement (the "Utilities Easement") on, over and across the Right of Way Property for the installation, operation, repair, maintenance and replacement of utilities, including, but not limited to, storm water control and electric service for the Marina Access Road.

5. Temporary Easement. MSC hereby grants to the City a temporary non-exclusive easement (the "Temporary Easement") over the Temporary Easement Property for use for any purpose reasonably related to the construction of the Marina Access Road. When the Temporary Easement is no longer needed, the City will restore the Temporary Easement Property to a condition comparable to that which existed prior to the City's use of the Temporary Easement. This Temporary Easement shall automatically terminate and cease upon the earlier of completion of the Marina Access Road and such time as the City no longer has a reasonable need for the Temporary Easement (or those portions of the Temporary Easement Property as are no longer reasonably required), it being the intention of the parties that the Temporary Easement Property shall be encumbered by the Temporary Easement as little and for as short a term as reasonably possible. In the event of such a termination, MSC shall be entitled to execute and record a discharge of this Easement in the Office of the County Register of Deeds of Lake County, Indiana (and shall be deemed to have been granted by the City a power of attorney, coupled with an interest, in order to complete the foregoing).

6. Reservation of Rights. Notwithstanding anything herein to the contrary including, but not limited to, the breadth and generality of the easement grants set forth in the immediately preceding paragraphs, MSC hereby expressly reserves for itself and its successors and assigns the following:

(a) Until such time as construction of a particular Phase of the Marina Access Road commences (or if such construction is commenced, but ceases prior to completion), the easements shall be nonexclusive and MSC shall continue to enjoy unfettered access to and across the Right of Way Property and the Temporary Easement Property. Subject to the terms and conditions otherwise set forth herein, upon commencement of construction of a particular Phase, the Right of Way Easement shall become exclusive as to the part of the Right of Way Property included in that Phase.

(b) The easements shall be subject to a non-exclusive perpetual easement benefiting the BHR Property for the operation, inspection, protection, repair, maintenance and replacement of utility facilities, equipment and systems including, but not limited to, those providing service for gas, electric, telephone, wireless communications, cable, water and sewer, currently existing on, over, across or under the Right of Way Property and the Temporary Easement Property. The City covenants and agrees not to disturb any of the foregoing without the written consent of MSC, which consent will not be withheld provided there is no unreasonable interference with utility service.

(c) The easements shall be subject to a non-exclusive perpetual easement benefiting the BHR Property so as to allow for the installation, operation, inspection, protection, repair, maintenance and replacement of additional utility facilities, equipment and systems in, over, across and under the Right of Way Property and the Temporary Easement Property, provided that same shall not unreasonably interfere with the City's existing installations for the Marina Access Road pursuant to the Right of Way Easement or the Utilities Easement. The City shall not be responsible for any cost of such installation or other activities.

7. Term. The Right of Way Easement, the Utilities Easement and the Temporary Easement shall commence on the date hereof and shall automatically terminate on December 31, 2012, provided that (a) the term of the Right of Way Easement and the Utilities Easement shall be extended in perpetuity as to that part of the Right of Way Property on which a completed Phase lays, and (b) if construction on a Phase has commenced prior to such date and proceeded to completion, the term of the related Right of Way Easement and Utilities Easement shall be extended in perpetuity as to that part of the Right of Way Property on which such a completed Phase lays. The Right of Way Easement, the Utilities Easement and the Temporary Easement on any Phase shall each automatically terminate if the City abandons construction of such Phase prior to or after commencement. In the event of such an automatic termination, MSC shall be entitled to execute and record a discharge of such Easement in the Office of the County Register of Deeds of Lake County, Indiana (and shall be deemed to have been granted by the City a power of attorney, coupled with an interest, in order to complete the foregoing).

8. Successors and Assigns. The easements granted herein shall run with the land and be binding upon, and inure to the benefit of, MSC and the City, and their respective successors and assigns.

9. Indemnification. The City shall indemnify, hold harmless and defend (with counsel reasonably satisfactory to MSC) MSC and its successors and assigns from and against any liability, cost or expense including, but not limited to, reasonable attorneys' fees and costs, for all claims or causes of action (including for personal injury, death or property damage) based on allegations of negligence or willful misconduct by the City or its agents or employees in connection with the exercise of rights granted under this Agreement.

10. Amendment or Modification. This Agreement may be amended or modified at any time, but only in writing mutually agreed to, executed and acknowledged by MSC and the City. All such amendments and modifications shall be duly recorded in the Office of the County Register of Deeds of Lake County, Indiana.

11. Title. The easements granted by MSC hereunder are subject to all interests, rights and other matters affecting title that exist at the date hereof.

12. Clark Road Access. MSC consents to temporary closures by the City of the road which provides access to Clark Road ("Clark Road Access") on the southerly side of the four-story parking garage (the "Garage") owned by MSC for periods of time not to exceed three hours in connection with the construction of that part of the Marina Access Road which will be located on the property previously owned by Buffington Harbor Parking Associates, L.L.C., provided that (i) MSC is notified in writing not less than 24 hours on business days in advance of the interruptions, including a specification of the time period of the closure of the Clark Road Access, (ii) an alternate temporary route for passing around the Garage is available on the northerly side of the Garage and is not obstructed by construction or otherwise during the entire period of temporary closure, and (iii) convenient access to the Garage is continuously available at all times. MSC will, if necessary, make available to users of the Clark Road Access temporary routes across the BHR Property approaching the northerly side of the Garage for vehicular use during the period in which the Clark Road Access is closed on the southerly side of the Garage.

13. Consent. MSC understands and agrees, for itself, its successors, and assigns, that it shall not cause or allow the construction or maintenance of any building in or upon the Right of Way Easement without prior written consent of the City, which may be granted or allowed in MSC's sole discretion. MSC understands and agrees that City may cause the summary removal of any such building so placed without MSC's consent and that MSC shall make no claims for and shall hold the City harmless from any claim by a third person for damage to or destruction of the property so removed.

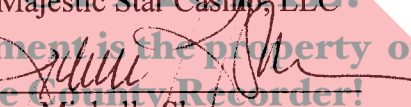
14. Support. MSC further agrees for itself, that it shall not cause any occurrence or condition of the land that disturbs the subjacent or lateral support of the Right of Way Easement.




15. Stabilization. City agrees to stabilize any disturbed soil surface resulting from City's activities. Stabilization to be accomplished by vegetation, planting, application of erosion control fabric or other means considered practical and similar in quality and quantity to disturbed surfaces.

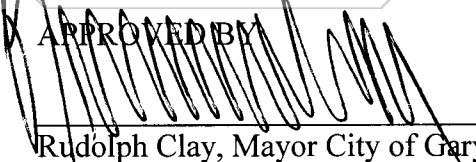
16. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Indiana, without regard to its conflict of laws principles.


17. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed to be an original, but all such counterparts taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective authorized signatures as of the day and year first above written.

THE MAJESTIC STAR CASINO, LLC
By: Barden Development, Inc., Member
The Majestic Star Casino, LLC
By: 
Name: Michelle Sherman
Title: Vice President, Chief Financial Officer and Secretary

CITY OF GARY
CITY OF GARY
BOARD OF PUBLIC WORKS

Geraldine Tousant, President Date: April 15, 2009

Celita Green, Vice President Date: April 15, 2009

Carl Jones, Secretary Date: April 15, 2009

APPROVED BY 
Rudolph Clay, Mayor City of Gary



STATE OF Michigan)
)ss.
COUNTY OF Wayne)

The foregoing instrument was acknowledged before me this 14th day of April, 2009 by Michelle Sherman, the Vice President, Chief Financial Officer and Secretary of Barden Development, Inc., an Indiana corporation, on behalf of the corporation, which was acting on behalf of The Majestic Star Casino, LLC, an Indiana limited liability company.

ANGELA BELL PALMER
Notary Public, State of Michigan
County of Oakland
My Commission Expires Oct. 23, 2010
Acting in the County of Wayne

Angela Bell Palmer

Notary Public, Oakland County, Michigan
My Commission Expires: 10/23/2010

STATE OF INDIANA)
)ss.
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me this 15th day of April, 2009 by Geraldine Tousant, Celita Green, and Carl Jones, all the members of the Board of Public Works and approved by Rudy Clay, Mayor, of the City of Gary, a municipal corporation established under the laws of the State of Indiana on behalf of said corporation.

Victoria Portis Ward
Victoria Portis Ward
Notary Public, Lake County, IN
My Commission Expires: 10-24-2013

AFTER
RECORDING RETURN TO:
Stacie Brown
THE MAJESTIC STAR CASINO, LLC
301 Fremont Street, 12th Floor
Las Vegas, Nevada 89101



**EXHIBIT A
(Right of Way Property)**

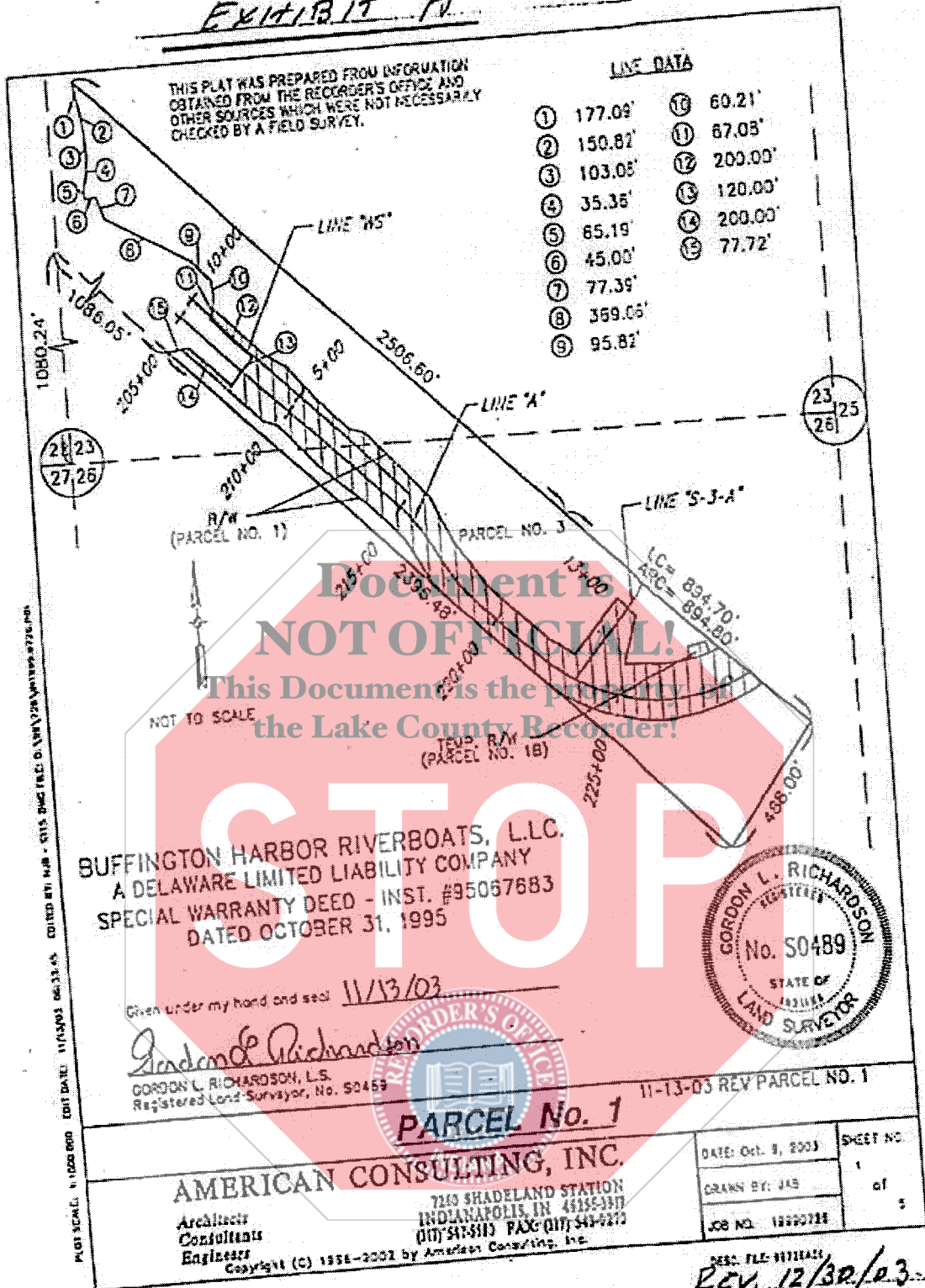


EXHIBIT "A"

THIS PLAT WAS PREPARED FROM INFORMATION OBTAINED FROM THE RECORDER'S OFFICE AND OTHER SOURCES WHICH WERE NOT NECESSARILY CHECKED BY A FIELD SURVEY.

LINE DATA

- | | |
|-----------|-----------|
| ① 177.09' | ⑩ 60.21' |
| ② 150.82' | ⑪ 67.05' |
| ③ 103.05' | ⑫ 200.00' |
| ④ 35.35' | ⑬ 120.00' |
| ⑤ 65.19' | ⑭ 200.00' |
| ⑥ 45.00' | ⑮ 77.72' |
| ⑦ 77.39' | |
| ⑧ 369.05' | |
| ⑨ 95.82' | |

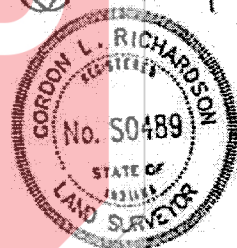


BUFFINGTON HARBOR RIVERBOATS, L.L.C.
 A DELAWARE LIMITED LIABILITY COMPANY
 SPECIAL WARRANTY DEED - INST. #95067683
 DATED OCTOBER 31, 1995

Given under my hand and seal 11/13/03

Gordon L. Richardson

GORDON L. RICHARDSON, L.S.
 Registered Land Surveyor, No. 50489



PARCEL No. 1

11-13-03 REV PARCEL NO. 1

AMERICAN CONSULTING, INC.

Architects
 Consultants
 Engineers

7249 SHADELAND STATION
 INDIANAPOLIS, IN 46225-3817
 (317) 547-8110 FAX: (317) 547-9273

Copyright (C) 1998-2002 by American Consulting, Inc.

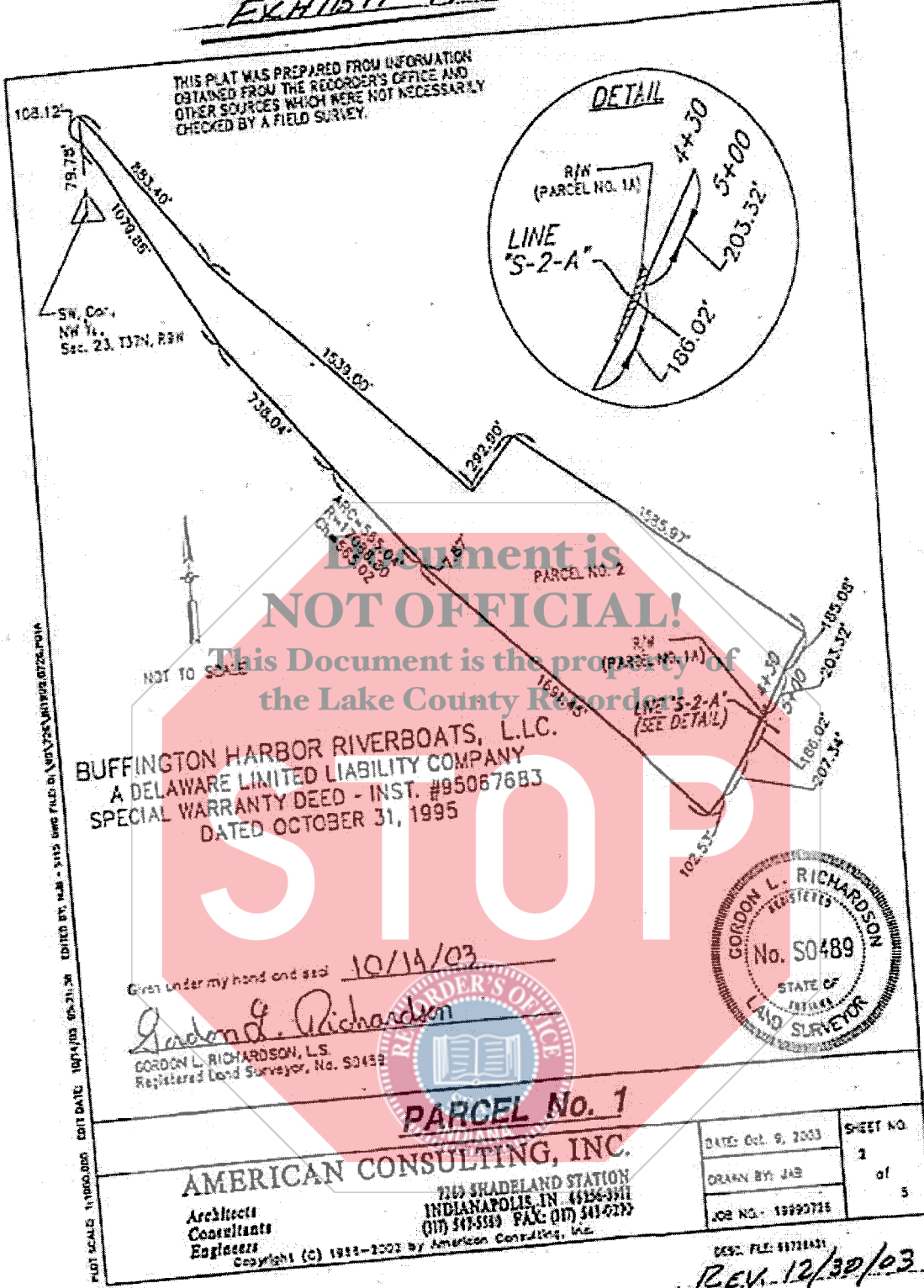
DATE: Oct. 9, 2003	SHEET NO.
DRAWN BY: JAS	1 of 5
JOB NO. 18220728	

REV. 12/30/03

PLOT SCALE: 1"=1000.00' (PLOT DATE: 11/13/03) (PLOT BY: JAS) (PLOT NO: 18220728) (PLOT FILE: D:\WORK\18220728\18220728.PLOT)

EXHIBIT "A"

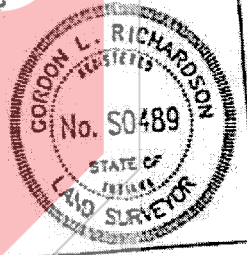
THIS PLAT WAS PREPARED FROM INFORMATION OBTAINED FROM THE RECORDER'S OFFICE AND OTHER SOURCES WHICH WERE NOT NECESSARILY CHECKED BY A FIELD SURVEY.



PLOT SCALE: 1"=100.00' DATE: 10/14/03 08:31:36 EDITED BY: JAB - 3115 (SEE FILE IN \DATA\PLANS\0128.P01A)

BUFFINGTON HARBOR RIVERBOATS, L.L.C.
 A DELAWARE LIMITED LIABILITY COMPANY
 SPECIAL WARRANTY DEED - INST. #95067683
 DATED OCTOBER 31, 1995

Given under my hand and seal 10/14/03
Gordon L. Richardson
 GORDON L. RICHARDSON, L.S.
 Registered Land Surveyor, No. S0489



PARCEL No. 1

AMERICAN CONSULTING, INC.
 Architects
 Consultants
 Engineers
 7715 SHADELAND STATION
 INDIANAPOLIS, IN 46256-3917
 (317) 547-5549 FAX: (317) 341-6233
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DATE: Oct. 9, 2003	SHEET NO.
DRAWN BY: JAB	1
JOB NO.: 19990725	of 5

DESK FILE: 01711341
REV. 12/30/03

EXHIBIT B
(Right of Way Property)



EXHIBIT "B"

PARCEL NO. 1
RIGHT OF WAY

A part of the Southwest Quarter of Fractional Section 23 and the North Half of Section 26, Township 37 North, Range 9 West, Lake County, Indiana, described as follows: Commencing at the southwest corner of said Section 23; thence North 0 degrees 21 minutes 50 seconds West (assumed bearing) 1,050.24 feet along the west line of said Section 23 to the intersection of said west line and the northeastern boundary of the 100.00 foot wide right-of-way (formerly the Pittsburgh, Fort Wayne and Chicago Railroad) as recorded in Lake County Deed Book "S", page 98; thence South 45 degrees 50 minutes 25 seconds East 1,085.05 feet along said northeastern boundary to the southeastern boundary of Indiana State Highway 912; thence North 83 degrees 13 minutes 19 seconds East 51.31 feet along the southeastern boundary of said Indiana State Highway 912 to the point of beginning of this description; thence continuing North 83 degrees 13 minutes 26 seconds East 26.41 feet along said southeastern boundary of said Indiana State Highway 912 to the southwestern boundary of said Indiana State Highway 912; thence South 45 degrees 48 minutes 52 seconds East 200.00 feet along said southwestern boundary to the southeastern boundary of said Indiana State Highway 912; thence North 43 degrees 11 minutes 08 seconds East 120.00 feet along said southeastern boundary to the northeastern boundary of Indiana State Highway 912; thence North 45 degrees 48 minutes 52 seconds East 200.00 feet along said northeastern boundary to a southeastern boundary of Indiana State Highway 912; thence North 16 degrees 37 minutes 14 seconds East 38.89 feet along said southeastern boundary; thence South 45 degrees 56 minutes 00 seconds East 255.05 feet; thence South 58 degrees 14 minutes 36 seconds East 76.49 feet; thence South 39 degrees 20 minutes 19 seconds East 151.33 feet; thence South 45 degrees 01 minute 27 seconds East 150.08 feet; thence South 73 degrees 29 minutes 54 seconds East 55.90 feet; thence South 43 degrees 35 minutes 13 seconds East 309.27 feet; thence South 26 degrees 57 minutes 45 seconds East 164.83 feet; thence South 35 degrees 02 minutes 24 seconds East 196.16 feet; thence South 46 degrees 55 minutes 00 seconds East 277.01 feet; thence South 56 degrees 04 minutes 17 seconds East 99.40 feet; thence North 43 degrees 04 minutes 00 seconds East 235.00 feet; thence South 45 degrees 55 minutes 00 seconds East 90.00 feet; thence South 20 degrees 00 minutes 11 seconds West 185.45 feet; thence South 87 degrees 35 minutes 35 seconds East 84.57 feet; thence Northeasterly 280.77 feet along an arc to the left and having a radius of 554.07 feet and subtended by a long chord having a bearing of North 83 degrees 49 minutes 42 seconds East and a length of 277.75 feet to the northeastern line of the grantor's land; thence Southeasterly 192.60 feet along an arc to the left and having a radius of 17,225.76 feet and subtended by a long chord having a bearing of South 49 degrees 15 minutes 04 seconds East and a length of 192.60 feet along said northeastern line; thence Southwesterly 137.31 feet along an arc to the right and having a radius of 729.07 feet and subtended by a long chord having a bearing of South 67 degrees 27 minutes 01 second West and a length of 137.10 feet; thence South 74 degrees 27 minutes 45 seconds West 108.55 feet; thence South 82 degrees 58 minutes 50 seconds West 109.29 feet; thence Northwesterly 440.51 feet along an arc to the right and having a radius of 739.07 feet and subtended by a long chord having a bearing of North 73 degrees 04 minutes 45 seconds West and a length of 434.02 feet to the northeastern boundary of the 100.00 foot wide right-of-way (formerly the Pittsburgh Fort Wayne and Chicago Railroad) as recorded in Lake County Deed Book "S", page 98; thence North 45 degrees 50 minutes 25 seconds West 555.47 feet along said northeastern boundary; thence North 28 degrees 47 minutes 09 seconds West 130.53 feet; thence Northwesterly 128.01 feet along an arc to the left and having a radius of 525.00 feet and subtended by a long chord having a bearing of North 39 degrees 55 minutes 54 seconds West and a length of 127.69 feet; thence North 46 degrees 56 minutes 00 seconds West 95.10 feet; thence North 49 degrees 47 minutes 45 seconds West 200.25 feet; thence North 42 degrees 38 minutes 39 seconds West 200.56 feet; thence North 68 degrees 44 minutes 05 seconds West 53.85 feet; thence North 45 degrees 55 minutes 00 seconds West 380.01 feet to the point of beginning and containing 8.695 acres, more or less.

PLOT SCALE: 1"=200.00' DATE: 12/30/03
 CHECKED BY: [Signature] DATE: 12/30/03
 DRAWN BY: [Signature] DATE: 12/30/03

PARCEL NO. 1 11-13-03 REV. PARCEL NO. 1
12-04-03 REV. CHANGED FEE SIMPLE TO
RIGHT OF WAY

AMERICAN CONSULTING, INC.
 Architects
 Consultants
 Engineers
 3150 SHADELAND STATION
 INDIANAPOLIS, IN 46255-3377
 (317) 547-3369 FAX: (317) 547-0270
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DATE: 5-23-03	SHEET NO.:
DRAWN BY: NLS	3
JOB NO. 63-725	of 5

REV. 12/30/03

EXHIBIT "B"

PARCEL NO. 1A
RIGHT OF WAY

A part of fractional Section 23, Township 37 North, Range 9 West, Lake County, Indiana, described as follows: Commencing at the southwest corner of the Northwest Quarter of said section; thence North 0 degrees 56 minutes 10 seconds West 79.56 feet (calc.) 79.78 feet (dead) along the west line of said section to a northwest corner of Parcel No. 2 as described in Special Warranty Deed Instrument No. 95067683 dated October 31, 1995; thence continuing North 0 degrees 55 minutes 10 seconds West 108.12 feet along said west line to the northern most corner of said parcel No. 2; thence South 38 degrees 56 minutes 24 seconds East 884.05 feet (calc.) 883.40 feet (dead) along a northeastern line of said Parcel No. 2; thence South 47 degrees 00 minutes 04 seconds East 1,539.00 feet along a northeastern line of said Parcel No. 2; thence North 43 degrees 05 minutes 59 seconds East 292.90 feet along a northwestern line of said Parcel No. 2; thence South 54 degrees 08 minutes 25 seconds East 1,565.97 feet along a northeastern line of said Parcel No. 2; thence South 35 degrees 00 minutes 36 seconds West 185.08 feet along a southeastern line of said Parcel No. 2; thence South 30 degrees 46 minutes 18 seconds West 197.71 feet along a southeastern line of said Parcel No. 2 to the point of beginning of this description; thence continuing South 30 degrees 46 minutes 18 seconds West 5.61 feet along said southeastern line; thence South 34 degrees 13 minutes 48 seconds West 123.54 feet along a southeastern line of said Parcel No. 2; thence South 85 degrees 48 minutes 39 seconds West 7.49 feet; thence North 27 degrees 37 minutes 02 seconds East 143.39 feet; thence South 34 degrees 22 minutes 27 seconds East 23.68 feet to the point of beginning and containing 0.044 acres, more or less.

Property of
the Lake County Recorder!

STOP



PARCEL NO. 1A

AMERICAN CONSULTING, INC.

Architects
Consultants
Engineers

7160 SHADELAND STATION
INDIANAPOLIS, IN 46256-3551
(317) 547-5519 FAX: (317) 543-0270

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12-04-03 REV CHANGE FEE SIMPLE TO
RIGHT OF WAY

DATE: 5-23-03	SHEET NO.
DRAWN BY: NJS	1 of 3
JOB NO. 91-736	

DEEC FILE 9972610

REV. 12/30/03

PLAT SCALE: 1"=20'-0"00
1981 DATED: 12/04/03 11:23:28
EDITED BY: MJD - 5145
PLOT FILE: C:\MY2004\9972610.DWG

EXHIBIT C
(Temporary Easement Property)

DST021174592.8
IDUWC



EXHIBIT "C"

PARCEL NO. 18
TEMPORARY RIGHT OF WAY

Also, an easement in and to the following described real estate, to wit: A part of the North Half of Section 26, Township 37 North, Range 9 West, Lake County, Indiana, described as follows: Commencing at the southwest corner of Fractional Section 23, Township 37 North, Range 9 West; thence North 0 degrees 21 minutes 50 seconds West (assumed bearing) 1,080.24 feet along the west line of said Section 23 to the intersection of said west line and the northeastern boundary of the 100.00 foot wide right-of-way (formerly the Pittsburgh, Fort Wayne and Chicago Railroad) as recorded in Lake County Deed Book "S", page 98; thence South 46 degrees 50 minutes 25 seconds East 1,088.05 feet along said northeastern boundary to a point on the southeastern boundary of Indiana State Highway 912; thence North 83 degrees 13 minutes 26 seconds East 77.72 feet along the southeastern boundary of said Indiana State Highway 912 to the southwestern boundary of said Indiana State Highway 912; thence South 45 degrees 48 minutes 52 seconds East 200.00 feet along said southwestern boundary to the southeastern boundary of said Indiana State Highway 912; thence North 43 degrees 11 minutes 08 seconds East 120.00 feet along said southeastern boundary to the northeastern boundary of Indiana State Highway 912; thence North 46 degrees 48 minutes 52 seconds West 200.00 feet along said northeastern boundary to a southeastern boundary of Indiana State Highway 912; thence North 16 degrees 37 minutes 14 seconds East 38.89 feet along said southeastern boundary; thence South 45 degrees 56 minutes 00 seconds East 255.05 feet; thence South 58 degrees 14 minutes 35 seconds East 76.49 feet; thence South 39 degrees 20 minutes 19 seconds East 151.35 feet; thence South 45 degrees 01 minute 27 seconds East 150.08 feet; thence South 73 degrees 28 minutes 54 seconds East 55.90 feet; thence South 43 degrees 36 minutes 13 seconds East 309.27 feet; thence South 25 degrees 57 minutes 43 seconds East 164.83 feet; thence South 38 degrees 02 minutes 24 seconds East 195.16 feet; thence South 46 degrees 55 minutes 00 seconds East 277.01 feet; thence South 56 degrees 04 minutes 17 seconds East 99.40 feet; thence North 43 degrees 04 minutes 00 seconds East 235.00 feet; thence South 45 degrees 56 minutes 00 seconds East 90.00 feet; thence South 20 degrees 00 minutes 11 seconds West 165.45 feet; thence South 87 degrees 35 minutes 35 seconds East 84.57 feet; thence Northeasterly 164.40 feet along an arc to the left and having a radius of 554.07 feet and subtended by a long chord having a bearing of North 89 degrees 50 minutes 43 seconds East and a length of 163.79 feet to the point of beginning of this description; thence North 8 degrees 39 minutes 16 seconds West 40.00 feet; thence North 77 degrees 31 minutes 14 seconds East 88.59 feet; thence South 16 degrees 18 minutes 16 seconds East 40.00 feet; thence Southwesterly 73.98 feet along an arc to the right and having a radius of 554.07 feet and subtended by a long chord having a bearing of South 77 degrees 31 minutes 14 seconds West 73.92 feet to the point of beginning and containing 0.0667 acres, more or less, for the purpose of the removal of a building which is situated partly upon the lands herein conveyed in fee simple and partly upon said described easement, which easement will revert to the grantor upon completion of said building removal.

PLOT SCALE: 1"=60.00' CDTS BY: MJB - 5/15/03 DATE: 06/04/03 FILE: B:\WORK\91721203



PARCEL NO. 18

AMERICAN CONSULTING, INC.

Architects
 Consultants
 Engineers
 7260 SHADELAND STATION
 INDIANAPOLIS, IN 46256-3537
 (317) 547-5569 FAX: (317) 547-2770
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DATE: 5-23-03	SHEET NO.
DRAWN BY: MJB	5
JOB NO. 95-728	of 5

DESC. FILE: 9972801

REV. 12/30/03