

6

EASEMENT FOR GAS LINES AND GAS MAINS

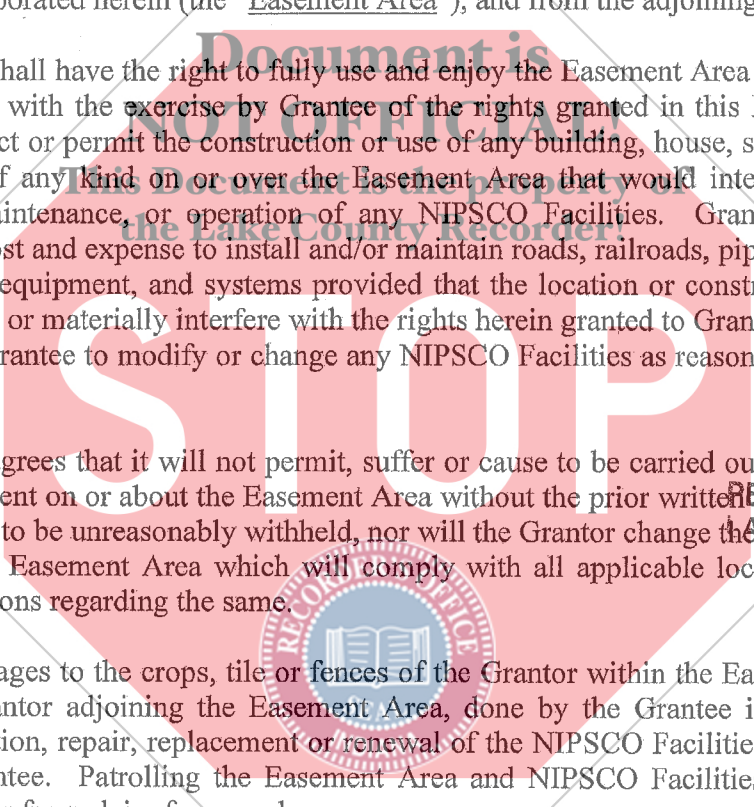
Know All Men, that The Majestic Star Casino, LLC an Indiana limited liability company, and/or Majestic Gary Land Trust (the "Grantor"), in consideration of the sum of one dollar (\$1.00) and other valuable considerations, in hand paid to Grantor, hereby grants to Northern Indiana Public Service Company, an Indiana corporation, and to its successors and assigns (the "Grantee"), an easement, with the right and authority from time to time, to lay, install, construct, erect, install, repair, replace, renew, maintain, extend, alter, operate, inspect, patrol, and remove one or more underground gas pipes, gas mains, laterals and services, together with all equipment, fixtures, and other necessary facilities (the "NIPSCO Facilities"); together with all the rights and privileges necessary or convenient for the transmission, distribution and delivery of gas to the general public to be used for light, heat, power, and other purposes as well as, including the right of ingress and egress to and from the Easement Area (as defined below) over adjoining lands of Grantor; and the right to survey, trim, cut down and remove or control by herbicides, now existing or future occurring vegetation, any overhanging branches or undergrowth, or any trees of such height which may, in the sole judgment of Grantee, endanger the safety of, or interfere with the use or enjoyment of, any of the NIPSCO Facilities, or structures which interfere with the operation of the NIPSCO Facilities, within, along and over that certain strip of right-of-way situated in the County of Lake, State of Indiana, as further described on Exhibit A attached hereto and incorporated herein (the "Easement Area"), and from the adjoining lands of Grantor.

Grantor shall have the right to fully use and enjoy the Easement Area except for such use as may interfere with the exercise by Grantee of the rights granted in this Easement. Grantor shall not construct or permit the construction or use of any building, house, structure, equipment or obstruction of any kind on or over the Easement Area that would interfere with the safe construction, maintenance, or operation of any NIPSCO Facilities. Grantor is permitted at Grantor's sole cost and expense to install and/or maintain roads, railroads, pipelines, power lines, utility facilities, equipment, and systems provided that the location or construction shall not be inconsistent with or materially interfere with the rights herein granted to Grantee in the Easement Area, or cause Grantee to modify or change any NIPSCO Facilities as reasonably determined by Grantee.

Grantor agrees that it will not permit, suffer or cause to be carried out any excavation or water impoundment on or about the Easement Area without the prior written consent of Grantee, such consent not to be unreasonably withheld, nor will the Grantor change the utility clearance or grade within the Easement Area which will comply with all applicable local, state, or federal laws and regulations regarding the same.

Any damages to the crops, tile or fences of the Grantor within the Easement Area, or on lands of the Grantor adjoining the Easement Area, done by the Grantee in the construction, erection, installation, repair, replacement or renewal of the NIPSCO Facilities shall be promptly paid by the Grantee. Patrolling the Easement Area and NIPSCO Facilities on foot shall not constitute grounds for a claim for crop damage.

Grantee shall indemnify, hold harmless and defend Grantor for any claims, damages, losses, fines, penalties, costs and expenses, (other than consequential damages), suffered by Grantor which directly result from the culpability or negligence of the Grantee or its representatives and contractors along the Easement Area.



STATE OF INDIANA
LAKE COUNTY
REGGIE HOLMES
CLERK
FILED
JAN 23 2014
KATONA
CLERK

010361

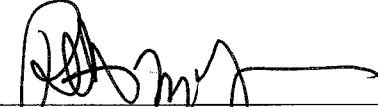
22-00
CASH
NOV 2014
DS

The Grantor hereby covenants to be the owner in fee simple of the Easement Area, subject to all easements of record, lawfully seized thereof, with good right to grant and convey this Easement herein, and guarantees the quiet possession thereof, and that the Grantor will warrant and defend the title to the Easement Area against all lawful claims.

The rights granted in this Easement may be assigned in whole or in part. This Easement to be binding on the heirs, executors, administrators, grantees and assigns of the Grantor, and upon the Grantee, its successor and assigns.

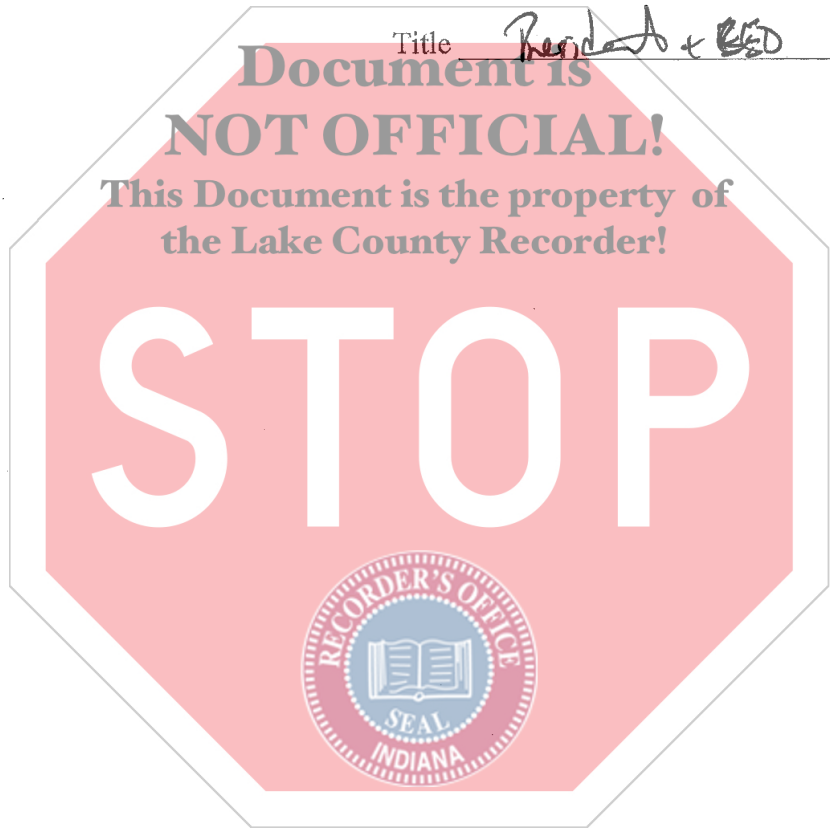
IN WITNESS WHEREOF, the Grantor had duly executed this Easement for Gas Lines and Gas Mains on this 2nd day of December, 2013.

THE MAJESTIC STAR CASINO, LLC

By 

Name Peter M. Ligouri

Title President & CEO



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public, personally appeared Peter M Liguori, the President and CEO of The Majestic Star Casino, LLC, who represented and acknowledged that he/she had authority to sign the foregoing Easement for Gas Lines and Gas Mains on behalf of The Majestic Star Casino, LLC, and who acknowledged the execution of the foregoing Easement for Gas Lines and Gas Mains on behalf of The Majestic Star Casino, LLC.

WITNESS my hand and Notarial Seal this 2nd day of December, 2013.



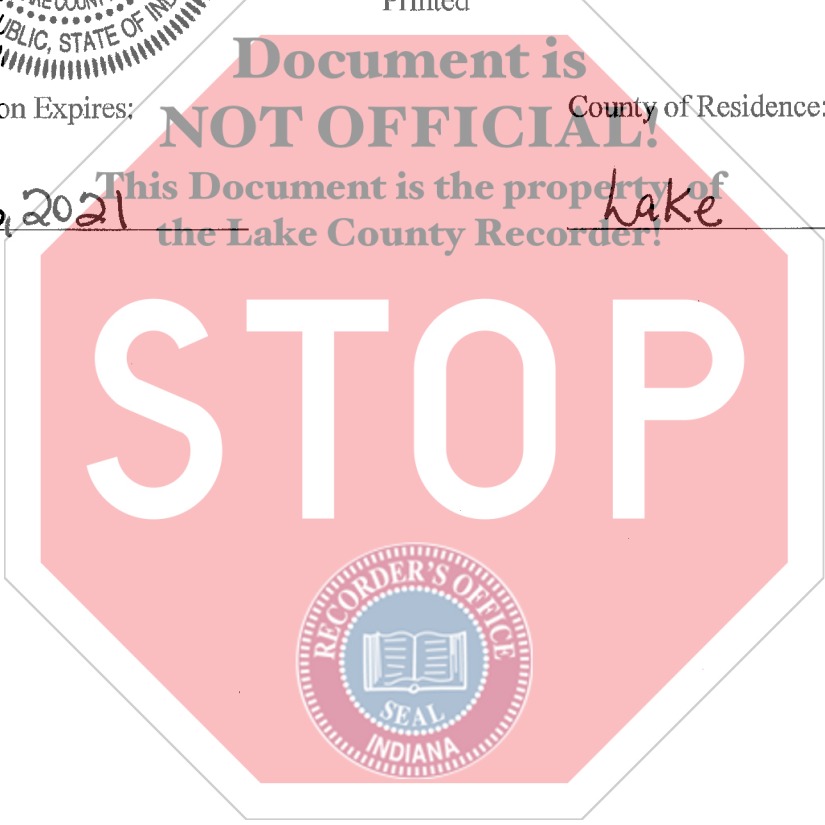
Charisse R Martinez
Signature
Charisse R Martinez
Printed Notary Public

My Commission Expires:

County of Residence:

July 23, 2021

Lake



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. *Michael J. Lewinski.*

This instrument drafted by,
and after recording should
be returned to:

Michael J. Lewinski
Ice Miller LLP
One American Square
Suite 2900
Indianapolis, IN 46282



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 (NW/4) OF SAID SECTION 25; THENCE NORTHWARDLY ALONG THE WEST LINE OF THE NORTHWEST QUARTER (NW/4) OF SAID SECTION 25 A DISTANCE OF 1868.83 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 SOUTH-MOST 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.