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Cross-References:

- Instrument No. ~~99032858~~ (Grant of Public Beach Easement)
- Instrument No. ~~95-068690~~ (Memorandum of Redevelopment Project Lease)
- Instrument No. ~~99025949~~ (Second Amendment to Redevelopment Project Lease)

**FILED**  
 AUG 20 2014  
 PEGGY HOLINGA RAYMOND  
 LAKE COUNTY AUDITOR

**First Amendment to Grant of Public Beach Easement**

This First Amendment to Grant of Public Beach Easement (the "First Amendment") is made and entered into effective as of the 6<sup>th</sup> day of AUGUST, 2014 (the "Effective Date"), by and between Ameristar Casino East Chicago, LLC, an Indiana limited liability company ("Grantor"), as successor-in-interest to Showboat Marina Casino Partnership, and the City of East Chicago, Department of Parks and Recreation, a municipal department existing pursuant to Indiana Code Section 36-10-3-1, et seq. ("Grantee") (Grantor and Grantee being hereinafter sometimes referred to collectively as the "Parties").

WITNESSETH:

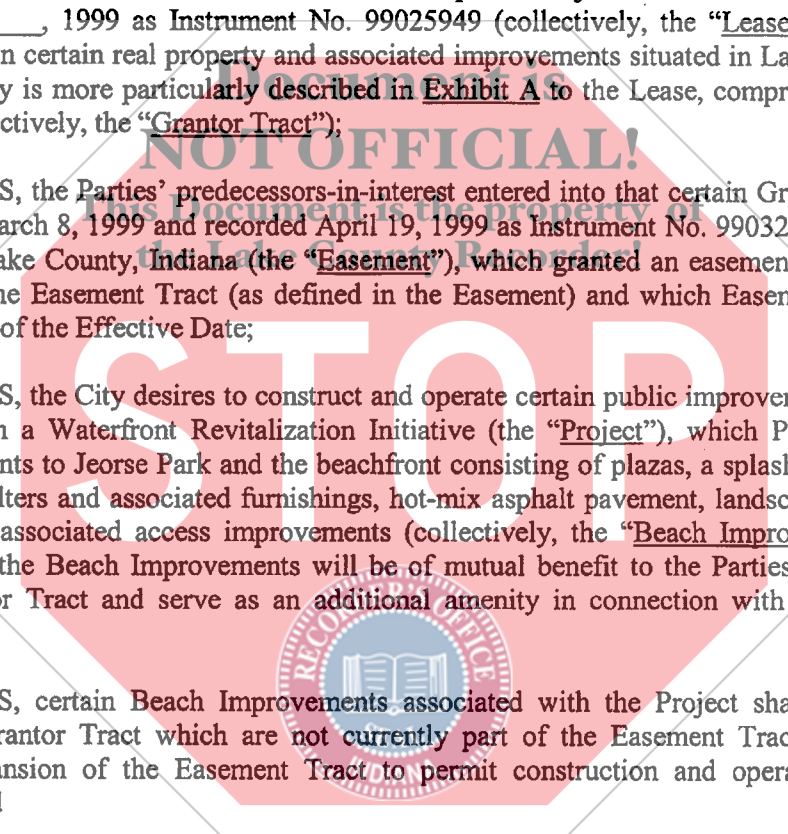
WHEREAS, pursuant to that certain Redevelopment Project Lease dated October 19, 1995, as amended by that certain Second Amendment to Redevelopment Project Lease dated January 20, 1999, and recorded March     , 1999 as Instrument No. 99025949 (collectively, the "Lease"), Grantor holds a leasehold interest in certain real property and associated improvements situated in Lake County, Indiana which real property is more particularly described in Exhibit A to the Lease, comprising approximately 27.942 acres (collectively, the "Grantor Tract");

WHEREAS, the Parties' predecessors-in-interest entered into that certain Grant of Public Beach Easement dated March 8, 1999 and recorded April 19, 1999 as Instrument No. 99032858 in the Office of the Recorder of Lake County, Indiana (the "Easement"), which granted an easement to Grantee for the exclusive use of the Easement Tract (as defined in the Easement) and which Easement remains in full force and effect as of the Effective Date;

WHEREAS, the City desires to construct and operate certain public improvements and amenities in connection with a Waterfront Revitalization Initiative (the "Project"), which Project shall include certain improvements to Jeorse Park and the beachfront consisting of plazas, a splash park and/or spray-ground, picnic shelters and associated furnishings, hot-mix asphalt pavement, landscaping, and concrete curbs, ramps and associated access improvements (collectively, the "Beach Improvements"), and the Parties agree that the Beach Improvements will be of mutual benefit to the Parties and will generally benefit the Grantor Tract and serve as an additional amenity in connection with Grantor's business operations;

WHEREAS, certain Beach Improvements associated with the Project shall be located upon portions of the Grantor Tract which are not currently part of the Easement Tract, and Grantee has requested an expansion of the Easement Tract to permit construction and operation of the Beach Improvements; and

WHEREAS, Grantor is willing to expand the Easement Tract to permit Grantee's construction and operation of the Project and associated Beach Improvements, subject to the terms and conditions contained herein.



REC'D  
 AUG 20 2014  
 LAKE COUNTY REC'D

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NOW, THEREFORE, in consideration of the agreements set forth herein, and other valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties hereby agree to amend the Easement to reflect the following terms, conditions and agreements:

1. Recitals; Definitions. The preceding recitals are incorporated herein by this reference. Capitalized terms not otherwise defined herein shall be defined in accordance with the Easement.

2. Expansion of Easement Area and Illustration. Exhibit "B" to the Easement (Beach Easement Description) is hereby amended to include that portion of the Grantor Tract legally described on Exhibit "B-1" attached hereto and made a part hereof (the "Expansion Area"). Exhibit "C" to the Easement (Illustration of Beach Easement Area) is hereby deleted and replaced with the Exhibit "C" attached hereto and made a part hereof, which exhibit illustrates the location of the Easement Tract and the adjoining Expansion Area. From and after the Effective Date, the Easement Tract (including both the area of the current Easement Tract and the Expansion Area) shall contain a total of approximately 2.79 contiguous acres (collectively hereinafter, the "Easement Tract").

3. Construction of Improvements. Grantee shall construct the Beach Improvements at the locations shown on Exhibit "C-1" (the "Site Illustration") attached hereto and made a part hereof, which Exhibit includes the proposed location of Beach Improvements to be constructed on the Expansion Area and other portions of the Easement Tract. Grantee shall have the affirmative obligation to construct, operate, maintain, repair and/or replace the Beach Improvements within the Easement Tract at the locations shown on the Site Illustration and in accordance with the requirements of the Easement, and is solely responsible for the design, construction and installation thereof (including all associated utility facilities). The Parties further agree and acknowledge that Section 4 of the Easement is hereby amended to provide that no additional facilities or improvements, other than the Beach Improvements generally described and illustrated on the Site Illustration, may be constructed upon the Easement Tract without the express prior written consent of Grantor, which consent shall not be unreasonably withheld.

4. Utilities. Grantor hereby grants to Grantee a certain non-exclusive underground utility easement eighteen (18) feet in width across the area designated for Grantor's "*Team Member Reserved Parking*", as shown on the Site Illustration (the "Drainage Easement"), for the sole purpose of permitting Grantee to construct, install, maintain, repair and/or replace certain Project-related sanitary sewer and storm water drainage facilities to be used in connection with operation of the Beach Improvements (collectively, the "Drainage Facilities"). All Drainage Facilities located outside the Easement Tract shall be constructed entirely underground and shall connect to existing public sanitary and storm sewer improvements, as shown on the Site Illustration. Grantee shall, at its sole cost and expense, be responsible for construction, installation, maintenance, connection, repair and/or replacement of the Drainage Facilities (collectively, the "Work"), which Work shall include, without limitation, all work necessary to return that portion of the Grantor Tract affected by the Work, and any affected improvements thereon, to a condition substantially similar to or better than their condition immediately prior to Grantee's performance of the Work. Grantee covenants and agrees that the Work shall at all times be performed, and that the Drainage Facilities shall be maintained, in a commercially reasonable manner to avoid interference with Grantor's business operations. Grantee shall be solely responsible for construction, operation, maintenance, repair and/or replacement of all utility facilities located upon the Easement Tract or which serve the Easement Tract (including, if applicable, any facilities located on the Grantor Tract up to and including any connection facilities), and shall bear all costs and expenses

associated therewith. All utilities serving the Easement Tract shall be separately metered to Grantee, with Grantee being solely responsible for payment of all associated utility charges and costs.

5. Operational Requirements and Restrictions. Grantee agrees and acknowledges that construction and operation of the Beach Improvements has the potential to create operational, liability, security and other risk management issues for Grantor. Grantee therefore covenants and agrees that Grantee shall at all times conduct its construction and operational activities in a careful and safe manner and in accordance with applicable law. Grantee further expressly covenants and agrees that Grantee shall:

- A. Limit: (i) operating hours of (and authorized public access to) the Easement Tract to between 9:00 a.m. (local time) and dusk, unless extended hours are approved in writing and in advance by Grantor (including, without limitation, any proposed extended hours for private events, special events, concerts, etc.), which approval may be granted or withheld by Grantor in its sole discretion; and (ii) construction activity hours upon the Easement Tract to between 6:00 a.m. (local time) and 5:00 p.m. (local time), unless extended hours are approved in writing and in advance by Grantor, which approval may be granted or withheld by Grantor in its sole discretion. Grantee shall further exercise commercially reasonable efforts to schedule and undertake construction activities so as to eliminate or limit (to the extent practicable) interference with customer access to the Grantor Tract, and shall provide reasonable advance notice to Grantor of the nature and duration of any construction activities which are expected to interfere with customer access to the Grantor Tract.
- B. Provide security services for the Easement Tract and associated public areas of the Grantor Tract adjoining the Easement Tract, which services shall include (without limitation) active on-site security and life-safety services during construction and operation of the Beach Improvements, and regular security patrols during non-operating hours.
- C. Construct, at Grantee's sole cost and expense, a six (6) foot metal security fence at the location shown on the Site Illustration, surrounding the area designated as "*Team Member Reserved Parking*", in accordance with specifications provided by Grantor (the "Security Fence"), to separate the Easement Tract (and other public access and parking areas) from that portion of the Grantor Tract which is subject to the exclusive use and control of Grantor, along with installation of appropriate access gates and a guard shack, as shown on the Site Illustration.
- D. Comply with those rules and regulations relating to operation of the Project and the Beach Improvements attached hereto as Exhibit "D" and incorporated herein by this reference, along with such other rules and regulations as may be adopted by Grantor in connection with operation of the Easement Tract, provided that any such rules and regulations shall first be submitted to Grantee for review and approval (which approval shall not be unreasonably withheld, conditioned or delayed).

6. Liability; Indemnity. Grantee agrees and acknowledges that Grantee shall have complete design, construction and operational control of the Easement Tract and the Beach Improvements at all times, and that Grantee shall indemnify, defend and hold Grantor safe and harmless from and against any and all claims, actions, causes of action, liabilities, losses, damages or costs associated with Grantee's

exercise of its easement and other rights upon the Easement Tract and/or arising out of or in connection with Grantee's activities thereon and the public's access thereto, to the fullest extent permitted by applicable law. The foregoing obligations are expressly and conclusively deemed to be contract obligations of Grantee in favor of Grantor.

7. Other Terms and Conditions. Grantee agrees and acknowledges that abandonment of all or any portion of the Easement Tract (including, without limitation, all or any portion of the Expansion Area) as described in Section 2 of the Easement shall conclusively be deemed to constitute abandonment of the entire Easement Tract. Grantee further agrees and acknowledges that Grantee's rights and obligations under the Easement may not be assigned or delegated, in whole or in part, to any third party without the express prior written consent of Grantor, which consent may be withheld in Grantor's sole and absolute discretion.

8. Notices. Section 7 of the Easement is hereby amended to provide the following updated notice addresses for the Parties:

If to the Grantor, to:

Ameristar Casinos East Chicago, LLC  
c/o Pinnacle Entertainment, Inc.  
Attn: Bill Buffalo, Vice President and Legal Counsel  
3980 Howard Hughes Parkway  
Las Vegas, Nevada 89169

With a copy to:

Bingham Greenebaum Doll LLP  
Attn: Joseph L. Champion, Esq.  
2700 Market Tower, 10 W. Market Street  
Indianapolis, Indiana 46204-4900

If to the Grantee, to:

City of East Chicago, Indiana  
Attn: Director, Department of Parks and Recreation  
4525 Indianapolis Blvd.  
East Chicago, Indiana 46312

With a copy to:

City of East Chicago, Indiana  
Attn: City Attorney  
4525 Indianapolis Blvd.  
East Chicago, Indiana 46312

9. Ratification of Easement; Continued Force and Effect. All provisions of the Easement shall remain in full force and effect except as amended or modified by this First Amendment, and the Easement is otherwise hereby ratified and affirmed by the Parties. This First Amendment, together with the

Easement, shall constitute the full and complete agreement between the Parties regarding the matters referenced herein, and such documents may not be altered or amended except by written instrument executed by the Parties.

**[Signature Pages and Notary Acknowledgments Attached]**

**[Remainder of Page Intentionally Left Blank]**





IN WITNESS WHEREOF, the Parties have caused this First Amendment to be duly executed on the dates indicated below, to be effective as of the Effective Date.

GRANTEE SIGNATURE AND NOTARY ACKNOWLEDGMENT

GRANTEE:

CITY OF EAST CHICAGO, DEPARTMENT OF PARKS AND RECREATION

By: Lilia Ramos  
Printed Name: Lilia Ramos  
Title: Park & Recreation Board for City of EC

Attest: Frances Nowacki  
Printed Name: Frances Nowacki  
Title: Parks & Rec Manager

STATE OF INDIANA )  
COUNTY OF \_\_\_\_\_ )

SS:

Before me, a Notary Public in and for said County and State, personally appeared Lilia Ramos and \_\_\_\_\_, the \_\_\_\_\_ and \_\_\_\_\_ (respectively) of the City of East Chicago, Board of Parks and Recreation, the governing body of the City of East Chicago Department of Parks and Recreation, a municipal department existing pursuant to Indiana Code § 36-10-3-1, et seq., who acknowledged execution of the foregoing instrument for and on behalf of said department.

WITNESS my hand and Notarial Seal this 7<sup>th</sup> day of August, 2014.

Cheryl Maciejewski  
Notary Public

Cheryl Maciejewski  
Printed Name

I am a resident of LAKE County, IN.

My commission expires: 9-18-14



Prepared by and Return to: D. Bryan Weese, Attorney at Law, Bingham Greenebaum Doll LLP, 2700 Market Tower, 10 W. Market Street, Indianapolis, IN 46204-4900; PH: (317) 635-8900.

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. D. Bryan Weese

Exhibit "B-1"

Expansion Area

PART OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT POINT "C" MARKED BY A BRASS PLUG IN CONCRETE, BEING THE INTERSECTION OF THE EXTENSION OF THE NORTHEASTERLY LINE OF VACATED BALTIMORE AVENUE AND THE EAST LINE OF THE SAID FRACTIONAL SECTION 22; THENCE NORTH 01 DEGREES 46 MINUTES 06 SECONDS WEST ALONG SAID EAST LINE, 138.54 FEET; THENCE NORTH 46 DEGREES 46 MINUTES 06 SECONDS WEST ALONG A LINE PARALLEL WITH THE SOUTHWESTERLY LINE OF ALDIS AVENUE EXTENDED, 694.43 FEET TO THE SOUTHWESTERLY CORNER OF THE RECAPTURE AREA AS DESCRIBED IN THE GRANT OF PUBLIC BEACH PARKING AND PAVILION EASEMENT, DOCUMENT NUMBER 99032859, RECORDED APRIL 19, 1999 IN THE OFFICE OF THE RECORDER, LAKE COUNTY, INDIANA; THENCE NORTH 42 DEGREES 56 MINUTES 56 SECONDS EAST, 197.73 FEET TO THE POINT OF BEGINNING; THENCE NORTH 46 DEGREES 56 MINUTES 41 SECONDS WEST, 334.79 FEET; THENCE 01 DEGREES 56 MINUTES 41 SECONDS WEST, 6.36 FEET; THENCE 43 DEGREES 03 MINUTES 20 SECONDS EAST, 114.38 FEET; THENCE NORTH 67 DEGREES 14 MINUTES 22 SECONDS EAST, 89.25 FEET; THENCE SOUTH 12 DEGREES 57 MINUTES 25 SECONDS WEST, 13.27 FEET TO THE NORTHEASTERLY CORNER OF THE BEACH EASEMENT AS DESCRIBED IN DOCUMENT NUMBER 99032858, RECORDED APRIL 19, 1999 IN SAID OFFICE OF THE RECORDER; THENCE THE FOLLOWING THREE (3) COURSES ALONG SAID EASEMENT; (1) THENCE SOUTH 65 DEGREES 46 MINUTES 45 SECONDS WEST, 68.04 FEET; (2) THENCE SOUTH 42 DEGREES 01 MINUTES 29 SECONDS EAST, 140.44 FEET; (3) THENCE SOUTH 33 DEGREES 20 MINUTES 24 SECONDS EAST, 187.56 FEET; THENCE SOUTH 42 DEGREES 56 MINUTES 56 SECONDS WEST, 69.90 FEET TO THE POINT OF BEGINNING, CONTAINING 0.84 ACRES, MORE OR LESS.





Exhibit "C"

Illustration of Beach Easement Area (Attached)  
[Easement Tract (including Expansion Area)]





Exhibit "C-1"

Site Illustration [including approved location of Beach Improvements] (Attached)

















**PUBLIC UTILITY EASEMENT  
CITY OF EAST CHICAGO, INDIANA**

**BEACH EASEMENT  
DOC NO. 99025949**



**EXPANSION AREA**



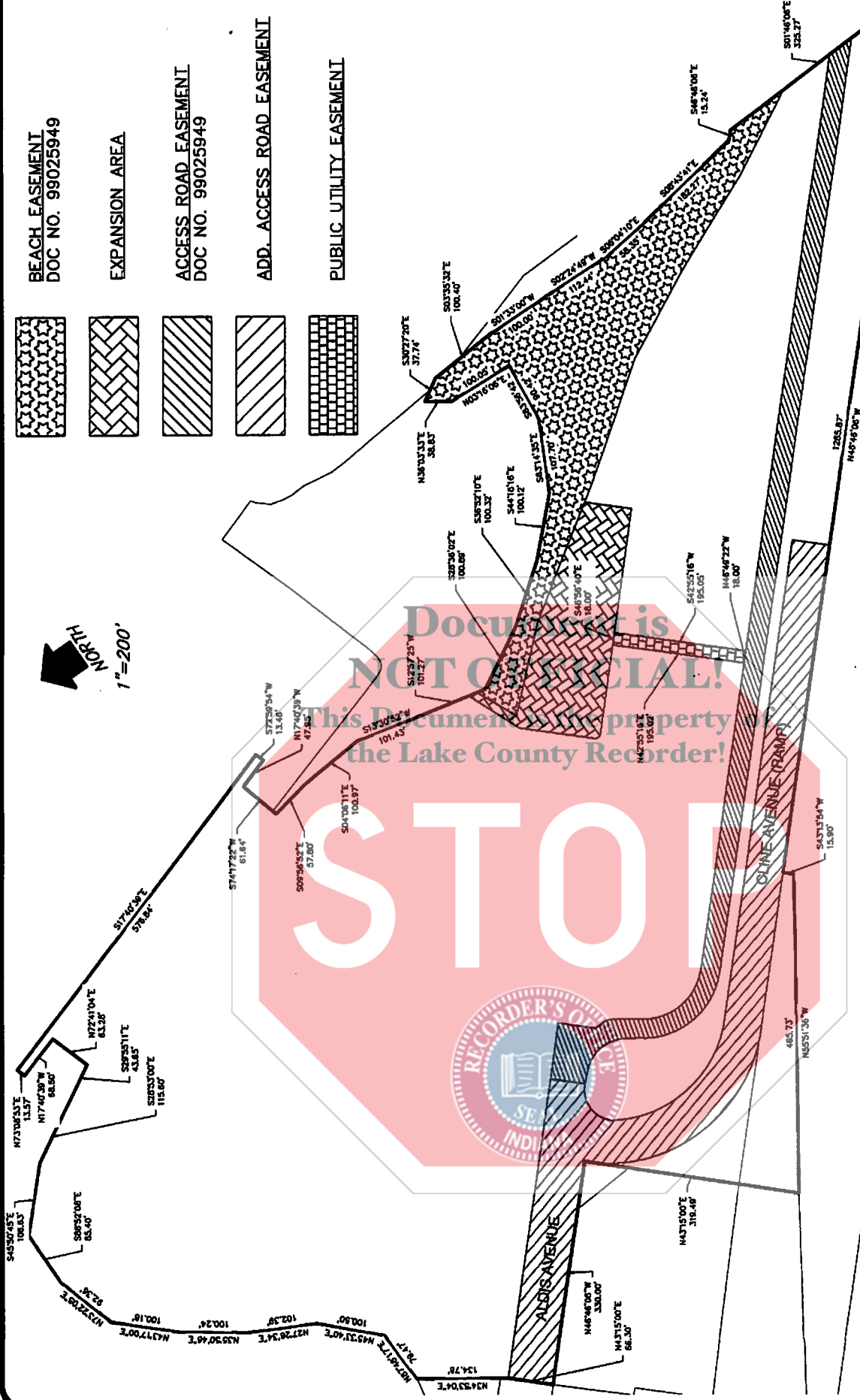
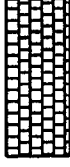
**ACCESS ROAD EASEMENT  
DOC NO. 99025949**



**ADD. ACCESS ROAD EASEMENT**



**PUBLIC UTILITY EASEMENT**



Document is NOT OFFICIAL!  
This Document is the property of the Lake County Recorder!



## Exhibit "D"

### Rules and Regulations

#### Park and Beach Maintenance and Operations

- Public access will be limited to those rights specifically referenced in the easements
- East Chicago Police Department will be responsible for patrol and security for all easements; frequency of patrols shall be coordinated with the Grantor
- Jeorse Park visitors will not be permitted within the Casino "Team Member Reserved Parking" area or other areas designated by the Casino outside of easement areas
- City of East Chicago Parks & Recreation employee shall be on-site at all times while splash pad is open for public use
- Lifeguard for the beach will be on-site when beach is open for public use.
- The City of East Chicago will inspect the site daily to inspect for graffiti and unsafe conditions, and will remedy and/or repair those conditions in a commercially reasonable and prompt manner
- Landscaping work and trash removal will occur weekly at a minimum, with more frequent mowing and trash removal occurring as needed
- Overall inspections and site evaluation for maintenance and repair issues within the easements will occur on not less than a monthly basis, with the City of East Chicago will coordinate any repairs or work within the easements with Grantor

#### Beach Rules and Regulations

- Jeorse Park visitors are to park vehicles in the designated public parking lot and not permitted within the "Team Member Reserved Parking" area.
- Park Hours are from 9:00 a.m. - DUSK
- Alcohol and drugs are prohibited
- Fireworks and firearms are prohibited
- Vehicles are not permitted in the park
- Glass containers of any kind are prohibited
- Groups with park permits have priority for park picnic areas
- Pets must be on a leash and owners are responsible for clean-up afterwards
- No animals allowed in the splash pad
- Children under the age of 13 must be accompanied by an adult at all times
- Children age 3 and under must wear a swim diaper
- Changing of diapers only allowed in the restroom facility
- No food, beverages, candy or gum are allowed in the splash pad
- No toys allowed in the splash pad
- Smoking is not allowed on the splash pad or within the immediate vicinity of the splash pad
- Do not drink the splash pad water
- No running or rough housing allowed on splash pad
- Climbing on splash pad equipment prohibited
- Walking shoes are not allowed on the splash pad; swim shoes are allowed
- Any person or group wishing to use park for special activities must have an East Chicago Park permit; permits are issued at the Administrative Office with a refundable deposit and small fee

- Garments that have pictures and/or writing that are vulgar suggestive, indecent or otherwise offensive or that allude to drugs, alcohol or gang involvement are not allowed
- East Chicago Parks & Recreation is NOT responsible for any personal belongings
- Children are encouraged to **not** bring valuables of any kind to the splash part (e.g., cell phones, electronic games, radios, computers; etc.)
- Cell phones should only be used in emergencies or for pick-up)

