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Cross-References:
Instrument No. 99032859 (Grant of Public Beach Parking and Pavilion Easement)
Instrument No. 95-068690 (Memorandum of Redevelopment Project Lease)
Instrument No. 99025949 (Second Amendment to Redevelopment Project Lease)
Instrument No. 2014______ (First Amendment to Grant of Public Beach Easement) 2014-04995

First Amendment to Grant of Public Beach Parking and Pavilion Easement

This First Amendment to Grant of Public Beach Parking and Pavilion Easement (the "First Amendment") is made and entered into effective as of the day of August, 2014 (the "Best very 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 Bay 101 No. 1999 as Instrument No. 199025949 (collectively, the "Least E Conto 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 Parking and Pavilion 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 non-exclusive use of the parking area located on the Easement Tract (as defined in the Easement), and an easement for exclusive use of the Pavilion (as defined in the Easement) located on the Easement Tract, and which Easement remains in full force and effect as of the Effective Date;

WHEREAS, the City desires to construct certain public improvements in connection with a Waterfront Revitalization Initiative (the "Project"), which Project shall include certain improvements to concrete curbs, ramps and associated access improvements, including directional signage, road resurfacing of Aldis Drive, improvements to that portion of the Grantor Tract adjacent to the marina located along the western boundary of the Grantor Tract, and construction of a pedestrian path and associated crosswalks, landscaping and other improvements (collectively, the "Improvements");

WHEREAS, substantially all of the Improvements 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 of the Improvements; and

WHEREAS, Grantor is willing to grant certain additional non-exclusive easements upon the Grantor Tract to permit Grantee's construction and operation of the Project, thus providing enhanced public access to (and via) the Improvements, subject to the terms and conditions contained herein.

Page 1 of 12

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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. <u>Recitals; Definitions</u>. 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. Grantor hereby GRANTS to Grantee: (i) a non-exclusive easement over, upon and across the paved and/or concrete surface of that portion of the Grantor Tract described and illustrated on Exhibit "B-1" attached hereto and made a part hereof (the "Access Easement Area") for the purpose of vehicular access to and from the current Easement Tract and those public roads commonly known as Cline Avenue and Aldis Avenue (collectively, the "Public Roads"); (ii) a non-exclusive easement over, upon and across the surface of that portion of the Grantor Tract described and illustrated on Exhibit "B-2" attached hereto and made a part hereof (the "Pedestrian Easement Area") for the purpose of pedestrian access to and from the current Easement Tract; and (iii) a non-exclusive easement over, upon and across the surface of that portion of the Grantor Tract described and illustrated on Exhibit "B-3" attached hereto and made a part hereof (the "Marina Easement Area") for the purpose of general public vehicular and pedestrian access to and from the Marina Easement Area. Exhibit "C-1" attached hereto and made a part hereof illustrates the location of the Access Easement Area, the Pedestrian Easement Area and the Marina Easement Area (collectively, the "Expansion Areas") in relation to each other and to the current Easement Tract and the Public Roads adjoining the Access Easement Area.
- **Jocument is** Grantor Recovery of Recapture Area; Conditional Partial Release of Recapture Area. Section 5 of the Easement is hereby revised to reflect that the entire Recapture Area (other than that portion of the Recapture Area described on Exhibit "D-1" attached hereto and made a part hereof [the "Conditional Release Area"]) has, as of the Effective Date, been recaptured by Grantor and shall hereafter be deemed released and removed from the Easement Tract. The Conditional Release Area is hereby conditionally released and removed from the Recapture Area for so long as Grantee continues to operate approved public improvements for the permitted use upon the Conditional Release Area pursuant to and in accordance with its obligations under that certain Grant of Public Beach Easement dated March 8, 1999 and recorded April 19, 1999 as Instrument No. 99032858, as amended by that certain First Amendment to Grant of Public Beach Easement dated of even date herewith and recorded in the Office of the Recorder of Lake County, Indiana (the as Instrument No. "Beach Easement"), and shall following the Effective Date be part of the Beach Easement area, subject to termination and recapture pursuant to Section 2 of the Easement or as a result of Grantee's breach of its covenants and obligations contained in the Beach Easement, in which case the Conditional Release Area (following expiration of any applicable notice and cure periods) shall thereafter be considered part of the Recapture Area and shall be deemed recaptured by Grantor for all purposes as of the date of termination. From and after the Effective Date, the Easement Tract (originally approximately 5.29 acres), after removal of the entire Recapture Area (2.67 acres) and addition of the Expansion Areas (3.65 acres), shall contain a total of approximately 6.27 contiguous acres, with such area being hereinafter sometimes referred to collectively as the "Easement Tract").
- 4. <u>Purpose of Easement; Permitted Use.</u> Section 1 of the Easement is hereby revised to permit use of the Expansion Areas to gain access to the Easement Tract, and to permit the general public use and enjoyment of the Marina Easement Area.

- Grantee shall construct the Construction and Maintenance of Improvements. 5. Improvements at the locations shown on Exhibit "E" (the "Site Illustration") attached hereto and made a part hereof, and shall have an affirmative obligation to repair, replace and/or maintain the Improvements in a good, safe, clean, orderly and sightly condition and state of repair in compliance with the requirements described in Section 3(b) of the Easement, relating to maintenance of the Pavilion. All Improvements which are in the nature of access improvements shall be constructed in accordance with current Grantee standards for similar roadways. The Parties further agree and acknowledge that Section 4 of the Easement is hereby amended to provide that no improvements other than those shown 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. Grantor shall have the right (but not the obligation) to maintain and repair the Improvements, and to charge Grantee the reasonable cost thereof, if Grantee fails to maintain the Improvements in good condition and repair and does not correct such failure within thirty (30) days (or immediately, in the case of emergencies) following Grantor's delivery of written notice to Grantee describing the nature of such failure with reasonable specificity.
- 6. Operational Requirements and Restrictions. Grantee agrees and acknowledges that construction and operation of the 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 comply with the rules and regulations contained in the Beach Easement, and with any and all other rules and regulations adopted by Grantor in connection with operation of the Easement Tract, provided that any such proposed rules and regulations shall first be submitted to Grantee for review and approval (which approval shall not be unreasonably withheld, conditioned or delayed).
- 7. <u>Liability</u>; <u>Indemnity</u>. 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, including (without limitation) Grantee's obligations to construct and maintain the Improvements. The foregoing obligations are expressly and conclusively deemed to be contract obligations of Grantee in favor of Grantor.
- 8. 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 Areas) 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.
- 9. <u>Notices.</u> 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

Page 3 of 12

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

10. 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.

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.

[Signature Pages and Notary Acknowledgments Attached]

[Remainder of Page Intentionally Left Blank]



Page 4 of 12

GRANTOR SIGNATURE AND NOTARY ACKNOWLEDGMENT

GRANTOR:

AMERISTAR CASINO EAST CHICAGO, LLC, an Indiana limited liability company

By: Printed Name: Carlos A. Ruisanchez

Its: Sole Manager

STATE OF <u>Nevada</u>) COUNTY OF <u>Clark</u>)

Before me, a Notary Public in and for said County and State, personally appeared Carlos A. Ruisanchez, the Sole Manager of Ameristar Casino East Chicago, LLC, an Indiana limited liability company, who acknowledged execution of the foregoing instrument on behalf of said limited liability company.

WITNESS my hand and Notarial Seal this 18th day of August, 2014.

NOT OFFICAnna Whitfield

This Document is the Notary Public of the Lake County R. Donnar Whitfield

Printed

I am a resident of Clark County, Nevada

My commission expires: Nov 9 2015

Donna Whitfield

Notary Public, State of Nevada Appointment No. 07-5068-1
My Appt. Expires Nov 9, 2015

Page 5 of 12

GRANTEE SIGNATURE AND NOTARY ACKNOWLEDGMENT

GRANTEE:
CITY OF EAST CHICAGO, DEPARTMENT OF PARKS AND RECREATION By:
STATE OF INDIANA)) SS: COUNTY OF)
Before me, a Notary Public in and for said County and State, personally appeared Lilia Pama 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 day of Through , 2014. Cherul Macielle & Notary Public Cherul Macielle & Notary Public Cherul Macielle Wski Lake County My commission expires: 9-18-14 Prepared by and Return to: D. Bryan Weese, Attorney at Law, Bingham Greenebaurn 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
Page 6 of 12 15206612v5

Exhibit "B-1"

Access Easement 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 "G" ON THE SOUTHEASTERLY BULKHEAD LINE (ESTABLISHED BY THE U.S. GOVERNMENT PERMITS ON MARCH 27, 1908, OCTOBER 15, 1925 AND JULY 5, 1932) SAID POINT ALSO BEING THE SOUTHWESTERLY RIGHT OF WAY LINE OF ALDIS AVENUE EXTENDED; THENCE SOUTH 45 DEGREES 46 MINUTES 06 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF ALDIS AVENUE, 1376.00 FEET TO A IRON PIPE ON THE CENTERLINE OF VACATED LAKE PLACE, BEING THE SOUTHWESTERLY CORNER OF A PARCEL OF LAND DESCRIBED IN EXHIBIT "A" IN DOCUMENT NUMBER 99025949, RECORDED ON MARCH 24, 1999 IN THE OFFICE OF THE RECORDER, LAKE COUNTY, INDIANA, SAID CORNER BEING THE POINT OF BEGINNING;

THENCE NORTH 43 DEGREES 15 MINUTES 00 SECONDS EAST, ALONG THE CENTERLINE OF VACATED LAKE PLACE, 66.30 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF ALDIS AVENUE; THENCE SOUTH 46 DEGREES 46 MINUTES 06 SECONDS EAST, ALONG SAID RIGHT OF WAY LINE, 440.19 FEET TO THE NORTHWESTERLY CORNER OF AN ACCESS ROAD EASEMENT AS DESCRIBED IN DOCUMENT NUMBER 99025949, RECORDED MARCH 24, 1999 IN SAID OFFICE OF THE RECORDER; THENCE SOUTH 43 DEGREES 13 MINUTES 43 SECONDS WEST, 51.43 FEET; THENCE NORTH 49 DEGREES 58 MINUTES 10 SECONDS WEST, 6.96 FEET TO A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 44.74 FEET AND CHORD BEARING NORTH 84 DEGREES 46 MINUTES 00 SECONDS WEST, 60.34 FEET; THENCE WESTERLY ALONG SAID CURVE, 66.23 FEET TO A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 170.67 FEET AND CHORD BEARING SOUTH 04 DEGREES 52 MINUTES 13 SECONDS EAST, 216.09 FEET; THENCE SOUTHERLY ALONG SAID CURVE, 233.99 FEET; THENCE SOUTH 46 DEGREES 46 MINUTES 06 SECONDS EAST, 714.43 FEET; THENCE SOUTH 43 DEGREES 13 MINUTES 54 SECONDS WEST, 55.00 FEET; THENCE NORTH 46 DEGREES 46 MINUTES 06 SECONDS WEST, 714.43 FEET TO A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 225.00 FEET AND A CHORD BEARING NORTH 01 DEGREES 45 MINUTES 33 SECONDS WEST, 318.25 FEET; THENCE NORTHERLY ALONG SAID CURVE, 353.50 FEET; THENCE NORTH 43 DEGREES 15 MINUTES 00 SECONDS EAST, 4.84 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF ALDIS AVENUE; THENCE NORTH 46 DEGREES 45 MINUTES 11 SECONDS WEST ALONG SAID RIGHT OF WAY LINE, 329.11 FEET TO THE POINT OF BEGINNING, CONTAINING 1.99 ACRES, MORE OR LESS.

[Illustration of Access Easement Area Attached]

Page 7 of 12

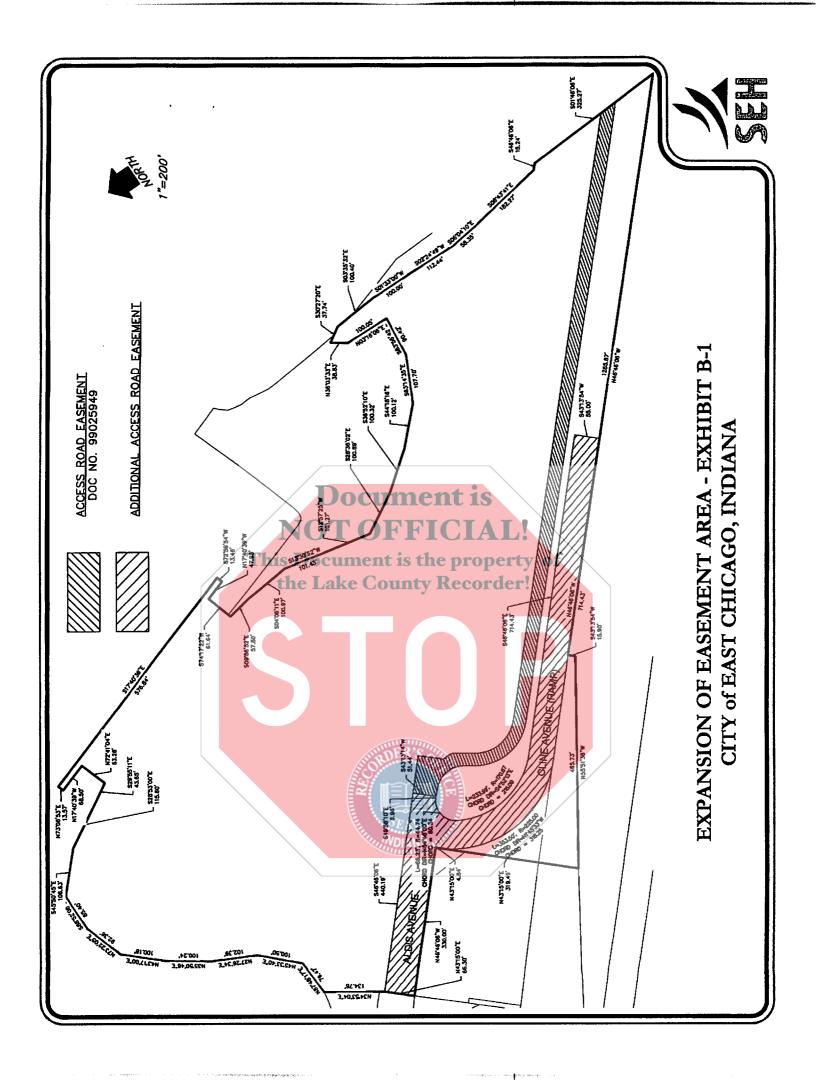


Exhibit "B-2"

Pedestrian Fasement 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 "G" ON THE SOUTHEASTERLY BULKHEAD LINE (ESTABLISHED BY THE U.S. GOVERNMENT PERMITS ON MARCH 27, 1908, OCTOBER 15, 1925 AND JULY 5, 1932) SAID POINT ALSO BEING THE SOUTHWESTERLY RIGHT OF WAY LINE OF ALDIS AVENUE EXTENDED; THENCE SOUTH 45 DEGREES 46 MINUTES 06 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF ALDIS AVENUE, 1376.00 FEET TO A IRON PIPE ON THE CENTERLINE OF VACATED LAKE PLACE, BEING THE SOUTHWESTERLY CORNER OF A PARCEL OF LAND DESCRIBED IN EXHIBIT "A" IN DOCUMENT NUMBER 99025949, RECORDED ON MARCH 24, 1999 IN THE OFFICE OF THE RECORDER, LAKE COUNTY, INDIANA; THENCE SOUTH 43 DEGREES 15 MINUTES 00 SECONDS WEST, 13.29 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION WHICH IS A STRIP OF LAND 8 FEET IN WIDTH, 4 FOOT ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

THENCE SOUTH 48 DEGREES 06 MINUTES 35 SECONDS EAST, 79.38 FEET; THENCE SOUTH 48 DEGREES 39 MINUTES 42 SECONDS EAST, 104.49 FEET; THENCE SOUTH 49 DEGREES 48 MINUTES 45 SECONDS EAST, 105.88 FEET; THENCE SOUTH 40 DEGREES 11 MINUTES 15 SECONDS WEST, 49.57 FEET TO A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 50.66 FEET AND CHORD BEARING SOUTH 10 DEGREES 46 MINUTES 03 SECONDS EAST, 43.41 FEET; THENCE SOUTHERLY ALONG SAID CURVE, 44.86 FEET; THENCE SOUTH 41 DEGREES 46 MINUTES 58 SECONDS EAST, 67.65 FEET TO A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 111.53 FEET AND CHORD BEARING SOUTH 35 DEGREES 16 MINUTES 137 1SECONDS CEAST, 128.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, 28.07 FEET TO A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 51.60 FEET AND CHORD BEARING SOUTH 59 DEGREES 23 MINUTES 28 SECONDS EAST, 44.30 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, 45.79 FEET TO A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 18.02 FEET AND CHORD BEARING SOUTH 20 DEGREES 17 MINUTES 22 SECONDS EAST, 32.61 FEET; THENCE SOUTHERLY ALONG SAID CURVE, 40.76 FEET TO A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 137.86 FEET AND CHORD BEARING SOUTH 03 DEGREES 25 MINUTES 24 SECONDS EAST, 202.33 FEET; THENCE SOUTHERLY ALONG SAID CURVE, 227.17 FEET; THENCE SOUTH 46 DEGREES 33 MINUTES 40 SECONDS EAST, 51.95 FEET; THENCE SOUTH 47 DEGREES 03 MINUTES 29 SECONDS EAST, 112.90 FEET; THENCE SOUTH 46 DEGREES 47 MINUTES 19 SECONDS EAST, 91.25 FEET; THENCE SOUTH 47 DEGREES 05 MINUTES 35 SECONDS EAST, 123.06 FEET; THENCE SOUTH 46 DEGREES 53 MINUTES 56 SECONDS EAST, 24.77 FEET; THENCE SOUTH 48 DEGREES 23 MINUTES 41 SECONDS EAST, 48.54 FEET; THENCE SOUTH 46 DEGREES06 MINUTES 49 SECONDS EAST, 66.15 FEET; THENCE SOUTH 46 DEGREES 50 MINUTES 28 SECONDS EAST, 122.02 FEET TO THE POINT OF TERMINUS, THE SIDE LINES OF SAID STRIP TO BE SHORTENED OR LENGTHENED TO TERMINATE AT A LINE DRAWN AT RIGHT ANGLES TO SAID DESCRIBED CENTERLINE, SAID STRIP CONTAINING 0.26 ACRES, MORÉ OR LESS.

[Illustration of Pedestrian Easement Area Attached]

Page 8 of 12

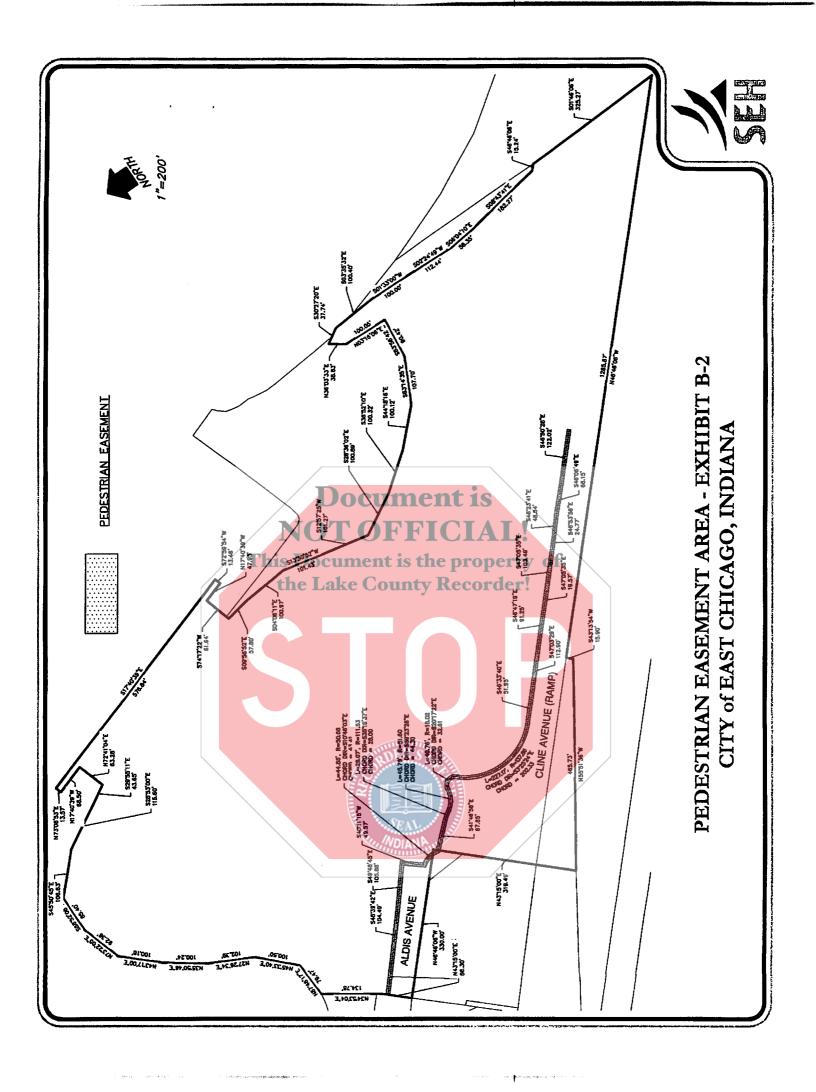


Exhibit "B-3"

Marina Easement 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 "G" ON THE SOUTHEASTERLY BULKHEAD LINE (ESTABLISHED BY THE U.S. GOVERNMENT PERMITS ON MARCH 27, 1908, OCTOBER 15, 1925 AND JULY 5, 1932) SAID POINT ALSO BEING THE SOUTHWESTERLY RIGHT OF WAY LINE OF ALDIS AVENUE EXTENDED; THENCE SOUTH 45 DEGREES 46 MINUTES 06 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF ALDIS AVENUE, 1376.00 FEET TO A IRON PIPE ON THE CENTERLINE OF VACATED LAKE PLACE, BEING THE SOUTHWESTERLY CORNER OF A PARCEL OF LAND DESCRIBED IN EXHIBIT "A" IN DOCUMENT NUMBER 99025949, RECORDED ON MARCH 24, 1999 IN THE OFFICE OF THE RECORDER, LAKE COUNTY, INDIANA, SAID CORNER BEING THE POINT OF BEGINNING;

THENCE THE FOLLOWING TEN (10) COURSES ALONG THE NORTHERLY LINE OF THE PROPERTY AS DESCRIBED IN SAID EXHIBIT "A"; (1) THENCE NORTH 34 DEGREES 53 MINUTES 04 SECONDS EAST, 134.78 FEET; (2) THENCE NORTH 87 DEGREES 48 MINUTES 17 SECONDS EAST, 79.47 FEET; (3) THENCE NORTH 45 DEGREES 33 MINUTES 40 SECONDS EAST, 100.50 FEET; (4) THENCE NORTH 27 DEGREES 26 MINUTES 34 SECONDS EAST, 102.39 FEET; (5) THENCE NORTH 35 DEGREES 50 MINUTES 46 SECONDS EAST, 100.24 FEET; (6) THENCE NORTH 43 DEGREES 17 MINUTES 00 SECONDS EAST, 100.18 FEET; (7) THENCE NORTH 73 DEGREES 22 MINUTES 05 SECONDS EAST, 92.36 FEET; (8) THENCE SOUTH 88 DEGREES 52 MINUTES 08 SECONDS EAST, 85.40 FEET; (9) THENCE SOUTH 45 DEGREES 50 MINUTES 45 SECONDS EAST, 106.63 FEET; (10) THENCE SOUTH 28 DEGREES 53 MINUTES 00 SECONDS EAST, 44.63 FEET; THENCE SOUTH 17 DEGREES 20 MINUTES 21 SECONDS WEST, 32.42 FEET: THENCE NORTH 38 DEGREES 21 MINUTES 04 SECONDS WEST, 44.02 FEET; THENCE NORTH 65 DEGREES 35 MINUTES 11 SECONDS WEST, 68.10 FEET; THENCE SOUTH 71 DEGREES 10 MINUTES 34 SECONDS WEST, 148.94 FEET; THENCE SOUTH 15 DEGREES 01 MINUTES 11 SECONDS EAST, 26.65 FEET; THENCE SOUTH 29 DEGREES 29 MINUTES 49 SECONDS WEST, 198.01 FEET; THENCE SOUTH 52 DEGREES 06 MINUTES 36 SECONDS WEST, 57.97 FEET; THENCE SOUTH 37 DEGREES 53 MINUTES 24 SSECONDS EAST, 14.49 FEET; THENCE SOUTH 52 DEGREES 06 MINUTES 36 SECONDS WEST, 24.22 FEET; THENCE NORTH 37 DEGREES 53 MINUTES 24 SECONDS WEST, 14.49 FEET; THENCE SOUTH 52 DEGREES 06 MINUTES 36 SECONDS WEST, 27.60 FEET; THENCE SOUTH 66 DEGREES 55 MINUTES 22 SECONDS WEST, 46.35 FEET; THENCE 75 DEGREES 29 MINUTES 02 SECONDS WEST, 125.01 FEET; THENCE SOUTH 61 DEGREES 48 MINUTES 43 SECONDS WEST, 23.28 FEET; THENCE SOUTH 52 DEGREES 53 MINUTES 08 SECONDS WEST, 51,92 FEET; THENCE NORTH 46 DEGREES 46 MINUTES 06 SECONDS WEST, 13.75 FEET TO THE POINT OF BEGINNING, CONTAINING 1.40 ACRES, MORE OR LESS.

[Illustration of Marina Easement Area Attached]

Page 9 of 12

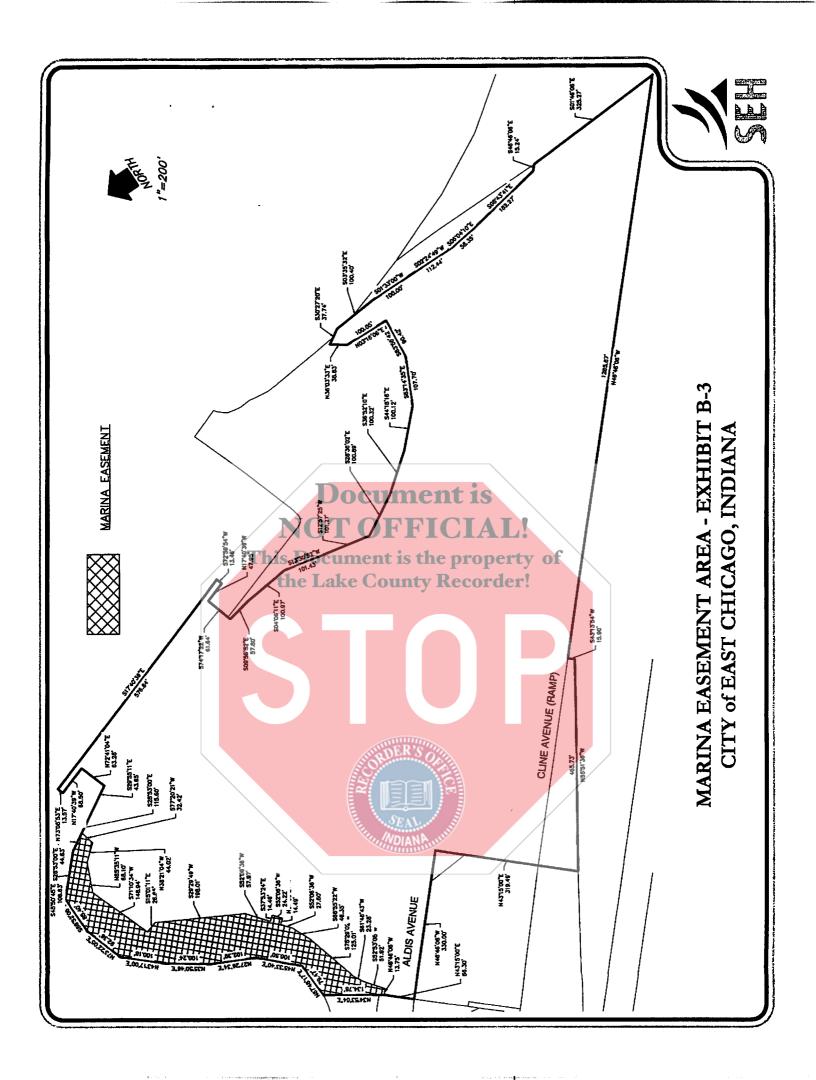


Exhibit "C-1"

Illustration of Expansion Areas [Access Easement Area, Pedestrian Easement Area and Marina Easement Area] in Relation to Easement Tract [less Recapture Area] (Attached)



Page 10 of 12

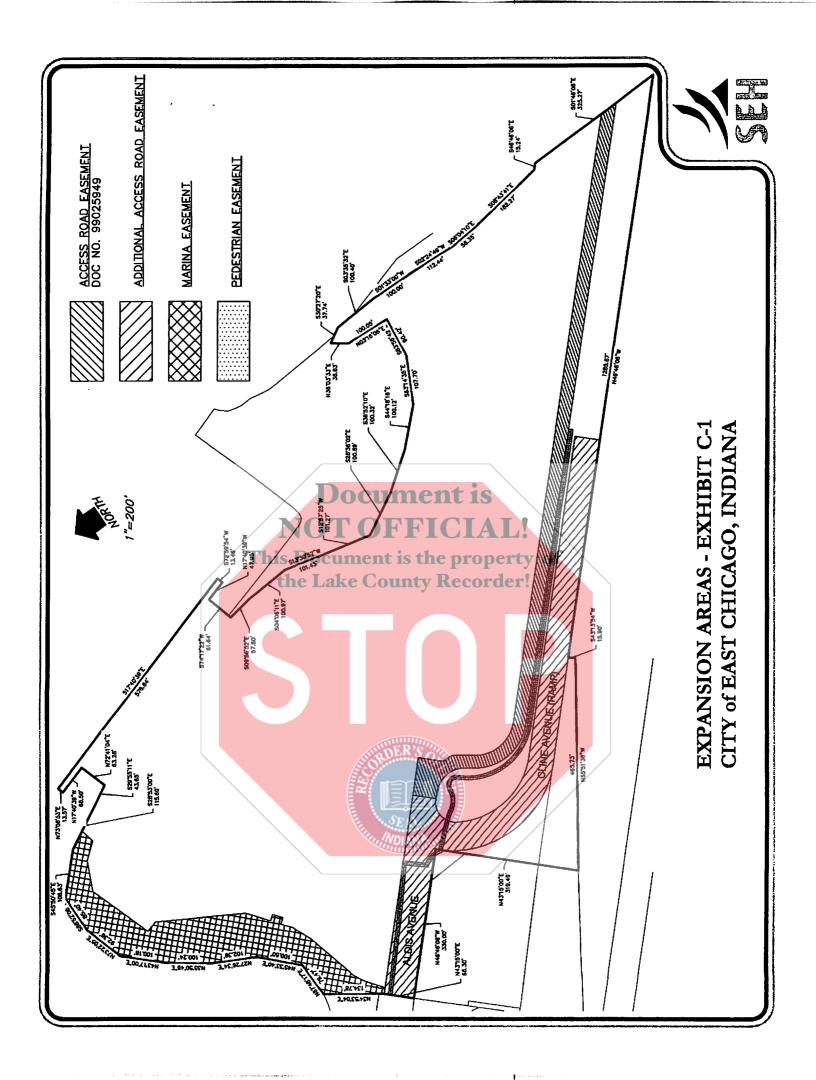


Exhibit "D-1"

Conditional Release Area [Beach Easement 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



Page 11 of 12

Exhibit "E"

Site Illustration [Location of Improvements] (Attached)



Page 12 of 12

