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MICHAEL B. BROWN  
RECORDER

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RETURN TO:

GLENN R. PATTERSON, ESQ.  
LUCAS, HOLCOMB & MEDREA, LLP  
300 EAST 90<sup>TH</sup> DRIVE  
MERRILLVILLE, IN 46410

CHICAGO TITLE INSURANCE COMPANY

**AGREEMENT FOR COVENANTS AND  
RESTRICTIONS AFFECTING LAND**

14029284 CTR  
CM

**THIS AGREEMENT** is made between **MARINA DISTRICT DEVELOPMENT LLC**, an Indiana limited liability company, on behalf of itself and its successors and assigns (collectively "Marina"), and **NH VEGAS, LLC**, an Indiana limited liability company on behalf of itself and its successors and assigns (collectively "NH Vegas" and sometimes herein, together with Marina, the "Parties", and separately a "Party").

**NOT OFFICIAL!**

This Document is the property of  
the Lake County Recorder!

**WITNESSETH:**

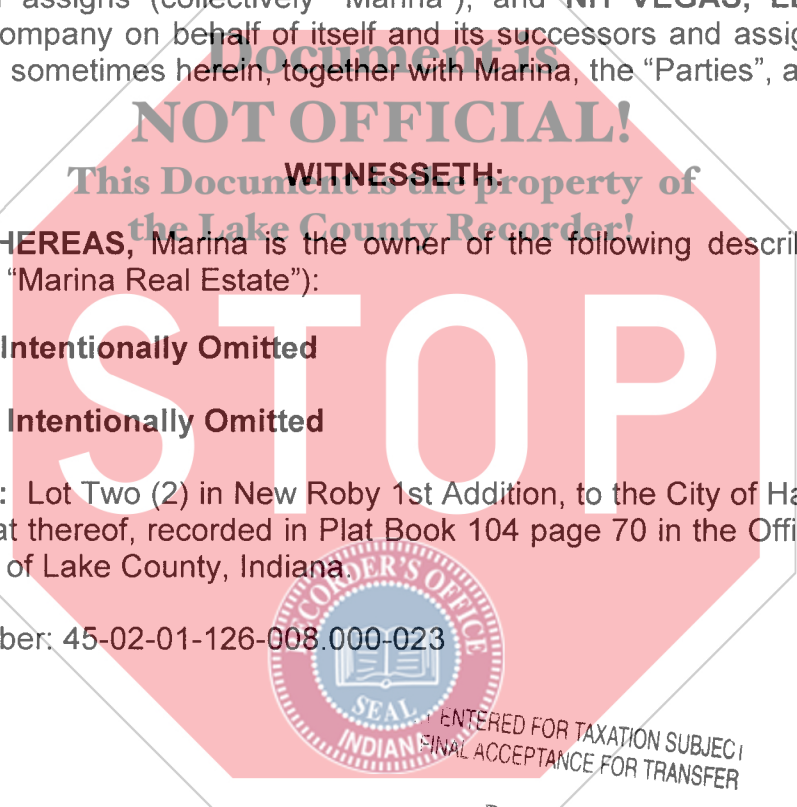
**WHEREAS**, Marina is the owner of the following described real estate (collectively, the "Marina Real Estate"):

**Parcel I: Intentionally Omitted**

**Parcel II: Intentionally Omitted**

**Parcel III:** Lot Two (2) in New Roby 1st Addition, to the City of Hammond, as per plat thereof, recorded in Plat Book 104 page 70 in the Office of the Recorder of Lake County, Indiana.

Tax Parcel Number: 45-02-01-126-008.000-023



ENTERED FOR TAXATION SUBJECT  
FINAL ACCEPTANCE FOR TRANSFER

DEC 05 2014

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

016828

CHICAGO TITLE INSURANCE COMPANY

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CT  
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**Parcel IV:** Part of the West Half of the Northeast Quarter of Section 1, Township 37 North, Range 10 West of the Second Principal Meridian, in the City of Hammond, Indiana, Lake County, Indiana, described as follows:

Beginning at the intersection of the South line of 110th Street and the East line of 5<sup>th</sup> Avenue; thence South on the East line of 5th Avenue, 120 feet; thence East parallel with 110th Street, 172 feet to the East line of a vacated alley, 20 feet in width; thence North along the East line of said alley 120 feet to the South line of 110th Street; thence West along the South line of 110th Street, 172 feet to the place of beginning, as described in Decree Rendered in Cause No. 55523 in the Gary Superior Court on January 13, 1942 and filed in Order Book 42, page 94.

Also:

Part of the West half of the Northeast Quarter of Fractional Section 1, Township 37 North, Range 10 West of the Second Principal Meridian, formerly embraced within the boundaries of Lots 1 and 2 Block 10, Roby, Plat Book 3 page 15 (now vacated), described as follows:

Commencing at the point of intersection of the South line of 110th Street and the East line of vacated 6th Avenue; thence West along the South line of 110th Street, 218 feet to a vacated alley; thence South on the East line of said alley 48 feet; thence East parallel to the South line of said 110th Street a distance of 218 feet to the East line of 6th Avenue; thence North on the East line of 6th Avenue 48 feet to the place of beginning, in the City of Hammond, Lake County, Indiana.

Tax Parcel No: 45-02-01-204-001.000-023

**Parcel V:** Part of Section 1, Township 37 North, Range 10 West of the Second Principal Meridian, being described as follows:

Beginning at the intersection of the East line of 5th Avenue (a 66-foot street) and the North line of 110th Street, (a 66-foot street); thence North along said East line of 5th Avenue, 417.2 feet to the Southwesterly line of Indianapolis Boulevard; thence Southeasterly along the Southwesterly line of Indianapolis Boulevard, 511.8 feet to the West line of 6th Avenue, (a 66-foot street); thence South along the West line of 6th Avenue, 20.7 feet to the North line of 110th Street; thence West along the North line of 110th Street, 324.0 feet to the point of beginning, in the City of Hammond, Lake County, Indiana.

Tax Parcel No.: 45-02-01-201-001.000-023

**Parcel VI: Intentionally Omitted.**

**Parcel VII Tract I:** A part of the Northeast Quarter of Section 1, Township 37 North, Range 10 West of the Second Principal Meridian, located in North Township, Lake County, Indiana, described as follows:

Commencing at the Southeast corner of the Southeast Quarter of Section 1, Township 37 North, Range 10 West; thence North 00 degrees 00' 00" East (assumed bearing) 2,180.44 feet along the East line of said Section 1 to its point of intersection with the original centerline of the 80 foot wide right of way of Indianapolis Boulevard; thence North 39 degrees 07' 01" West, 2689.03 feet along said original centerline of the 80 foot wide right of way of Indianapolis Boulevard to its point of intersection with the centerline of 112th Street (80 foot wide right of way); thence South 50 degrees 52' 59" West, 190.00 feet along the centerline of 112th Street; thence South 34 degree 15' 02" West, 497.85 feet along the centerline of 112<sup>th</sup> Street; thence North 55 degrees 44' 58" West, 40,00 feet perpendicular to the centerline of 112<sup>th</sup> Street to the Southeastern corner of the 1.419 acre tract of land described in Warranty Deed recorded as Instrument 507068 on December 14, 1978 in the Office of the Recorder of Lake County, Indiana and the point of beginning of this description; thence North 13 degrees 20' 38" East, 227.01 feet; thence North 36 degrees 54' 32" West, 43.83 feet to the South right of way of the Marina Access Road Special Warranty Deed 94-21860 dated March 23, 1994 and a point on a curve, said curve being concave to the Northeast and having a radius of 346.48 feet; thence Easterly along said curve, a distance of 127.17 feet (chord distance 126.46 feet, chord bearing South 70 degrees 07' 47" East) to a point on said Westerly right of way of 112th Street; thence South 34 degrees 15' 02" West, 257.63 feet along said Westerly right of way of 112th Street to the point of beginning.

Tax Parcel No.: 45-02-01-251-001.000-023 (also includes Parcel VII Tract II below)

**Parcel VII Tract II:** A part of the Northeast Quarter of Section 1, Township 37 North, Range 10 West of the 2<sup>nd</sup> Principal Meridian, located in North Township, Lake County, Indiana, being bounded as follows:

Commencing at the Southeast Corner of the Southeast Quarter of Section 1, Township 37 North, Range 10 West; thence North 00 degrees 00' 00" (assumed bearing) 2,180.44 feet along the East line of said Section 1 to its point of intersection with the original centerline of the 80-foot wide right-of-way of Indianapolis Boulevard; thence North 39 degrees 07' 01" West 2,689.03 feet along said original centerline of the 80-foot-wide right-of-way of Indianapolis Boulevard to its point of intersection with the centerline of 112th Street (80-foot wide right-of-way); thence South 50 degrees 52' 59" West 190.00 feet along the centerline of 112<sup>th</sup> Street; thence South 34

degrees 15' 02" West 497.85 feet along the centerline of 112<sup>th</sup> street to the Southeastern corner of the 1.419 acre tract of land described in Warranty Deed recorded as instrument no. 507068 on December 14, 1978 in the Office of the Recorder of Lake County, Indiana, to a point on the boundary (terminus of the third course) of the 4,793 acre tract of land described in special warranty deed recorded as instrument no. 94021860 on March 23, 1994 in said Recorder's Office, and to the point of beginning of this description; thence South 34 degrees 15' 02" West 205.33 feet along the Northwestern right-of-way line of 112th Street; thence North 89 degrees 51' 46" West 336.05 feet along the Northern right-of-way line of 112th Street to the Eastern right-of-way 5th Avenue (66 foot-wide-right-of-way); thence North 00 degrees 04' 19" East 1,127.57 feet along the Eastern right-of-way line of 5<sup>th</sup> Avenue to a point being South 00 degrees 04' 19" West 120.00 feet from the Southeastern corner of the intersection of 5th Avenue and 110th Street (66-foot-wide right-of-way); thence South 89 degrees 37' 25" East 172.00 feet; thence North 00 degrees 04 minutes 19 seconds East 72.00 feet; thence South 89 degrees 37' 25" East, 218.00 feet; thence North 00 degrees 04' 19" East 57.74 feet to the Southwestern right of way line of Indianapolis Boulevard; thence South 39 degrees 07' 01" East 180.04 feet along the Southwestern right-of-way of Indianapolis Boulevard to the Northwestern boundary of said 4.793 acre tract of land, the next eight courses are along the boundary of said 4.793 acre tract of land; 1) thence South 50 degrees 43' 23" West 135.68 feet (measured, 155.27 feet deduced); 2) thence South 36 degrees 14' 30" West 136.32 feet; 3) thence South 11 degrees 49' 05" West 132.22 feet; 4) thence South 04 degrees 06' 03" East 125.93 feet; 5) thence South 24 degrees 13' 40" East 122.46 feet to a point on a non-tangent curve concave to the Northeast, said point being South 60 degrees 23' 05" West 346.48 feet from the radius point of said curve; 6) thence Southeasterly 181.42 feet along said curve to a point being South 30 degrees 23' 06" West 346.48 feet from the radius point of said curve; 7) thence South 36 degrees 54' 32" East 43.83 feet; 8) thence South 13 degrees 20' 38" West 227.01 feet to the point of beginning,

Tax Parcel No.: 45-02-01-251-001.000-023 (also includes Parcel VII Tract I above)

Commonly known as 1007 and 1129 5<sup>th</sup> Avenue, Hammond, Indiana and 10956 and 902-52 Indianapolis Boulevard, Hammond, Indiana.

**WHEREAS**, NH Vegas is the owner of the following described real estate (the "Vegas Real Estate"):

PART OF BLOCK 5 (NOW VACATED), AS MARKED AND LAID DOWN ON THE PLAT OF ROBY AND SHEDD'S ADDITION TO CHICAGO, IN THE CITY OF HAMMOND, INDIANA, AS THE SAME APPEARS OF RECORD IN

PLAT BOOK 3, PAGE 11, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA; A PART OF VACATED 108<sup>TH</sup> STREET IN SAID CITY; AND A PART OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 10 WEST OF THE SECOND PRINCIPAL MERIDIAN; ALL OF SAID PARTS BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID QUARTER-SECTION; THENCE SOUTH 86 DEGREES 04 MINUTES 22 SECONDS EAST ON THE SOUTH LINE OF SAID QUARTER SECTION 433.71 FEET TO A POINT WHICH IS 433.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM THE WEST LINE (PROLONGED) OF SAID QUARTER SECTION; THENCE NORTH 0 DEGREES 38 MINUTES 31 SECONDS EAST PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION 610.74 FEET TO THE SOUTH LINE OF ORIGINAL 108<sup>TH</sup> STREET; THENCE SOUTH 89 DEGREES 23 MINUTES 18 SECONDS EAST ON THE SOUTH LINE OF ORIGINAL 108<sup>TH</sup> STREET 5.61 FEET TO THE NORTHEASTERN LINE OF A 66-FOOT ROAD; THENCE SOUTH 74 DEGREES 17 MINUTES 43 SECONDS EAST ON SAID NORTHEASTERN LINE 431.66 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ON SAID NORTHEASTERN LINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 268.56 FEET A DISTANCE OF 7.88 FEET TO THE PRINCIPAL POINT OF BEGINNING; THENCE NORTH 8 DEGREES 37 MINUTES 33 SECONDS WEST 332.41 FEET TO A POINT WHICH IS 132.31 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE ORIGINAL CENTERLINE OF INDIANAPOLIS BOULEVARD AND 142.31 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF THE EXISTING PAVEMENT OF SAID BOULEVARD; THENCE SOUTH 52 DEGREES 05 MINUTES 53 SECONDS EAST 215.94 FEET, MORE OR LESS, TO THE SOUTHWESTERN LINE OF INDIANAPOLIS BOULEVARD, WHICH SOUTHWESTERN LINE IS 82.00 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID ORIGINAL CENTERLINE AND 92.00 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF THE EXISTING PAVEMENT OF SAID BOULEVARD; THENCE SOUTH 38 DEGREES 37 MINUTES 33 SECONDS EAST ON THE SOUTHWESTERN LINE OF INDIANAPOLIS BOULEVARD 183.50 FEET, MORE OR LESS, TO THE NORTHERN LINE OF 66-FOOT WIDE RELOCATED 108<sup>TH</sup> STREET; THENCE SOUTH 51 DEGREES 22 MINUTES 27 SECONDS WEST ON SAID NORTHERN LINE OF 108<sup>TH</sup> STREET 3.03 FEET TO A POINT OF CURVE;

THENCE WESTERLY ON SAID CURVE TO THE RIGHT HAVING A RADIUS OF 268.56 FEET, AN ARC DISTANCE OF 246.88 FEET TO THE POINT OF BEGINNING.

TAX PARCEL NO.: 45-01-36-376-002.000-023

Commonly known as 10770 Indianapolis Boulevard, Hammond, Indiana

AND

A PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 10 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE CITY OF HAMMOND, LAKE COUNTY, INDIANA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 1 (WHICH IS THE CENTERLINE OF CALUMET AVENUE) WITH THE CENTERLINE OF INDIANAPOLIS BOUlevard (100 FT. WIDE RIGHT OF WAY); THENCE NORTH 40 DEGREES 07 MINUTES 55 SECONDS WEST (ALL BEARINGS IN THIS DESCRIPTION ARE ASSUMED) A DISTANCE OF 2555.47 FEET ALONG THE CENTERLINE OF INDIANAPOLIS BOULEVARD TO A POINT; THENCE NORTH 49 DEGREES 52 MINUTES 05 SECONDS EAST A DISTANCE OF 50.0 FEET PERPENDICULAR TO SAID CENTERLINE OF INDIANAPOLIS BOULEVARD TO THE NORTHEASTERLY RIGHT OF WAY LINE OF INDIANAPOLIS BOULEVARD AND THE POINT OF BEGINNING OF THIS DESCRIPTION, SAID POINT OF BEGINNING BEING THE SOUTHEASTERLY CORNER OF THE PREMISES CONVEYED BY QUITCLAIM DEED DOCUMENT NO. 797573 RECORDED IN THE OFFICE OF THE RECORDER IN LAKE COUNTY, INDIANA, AND BEING ALSO THE POINT OF INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID INDIANAPOLIS BOULEVARD AND A NON-TANGENT CURVE HAVING A RADIUS OF 554.73 FEET AND A CHORD BEARING OF NORTH 00 DEGREES 54 MINUTES 35 SECONDS EAST FOR A DISTANCE OF 395.68 FEET; THENCE NORTHERLY ALONG SAID CURVE AND BEING AT ALL TIMES A DISTANCE OF 45 FEET WESTERLY FROM THE CENTERLINE OF THE RAILROAD TRACK WHICH IS LEASED TO THE INDIANA HARBOR BELT AND PENNSYLVANIA RAILROAD AN ARC DISTANCE OF 404.58 FEET TO A POINT ON THE SOUTHWESTERLY PROPERTY LINE OF THE PITTSBURGH, FORT WAYNE AND CHICAGO RAILROAD (NOW COMMONLY KNOWN AS CONSOLIDATED RAIL CORPORATION); THENCE NORTH 51 DEGREES 07 MINUTES 55 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE A DISTANCE OF 133.73 FEET TO A POINT ON SAID LINE WHICH IS SOUTH 51 DEGREES 07 MINUTES 55 SECONDS EAST A DISTANCE OF 398.17 FEET FROM THE SOUTHEAST CORNER OF THE PREMISES CONVEYED TO BI-LO STATIONS, INC. BY WARRANTY DEED RECORDED JUNE 9, 1969, AS DOCUMENT NO. 19474 IN LAKE COUNTY, INDIANA; THENCE SOUTH 56 DEGREES 06 MINUTES 45 SECONDS WEST ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF MARINA DRIVE A DISTANCE OF 235.68 FEET TO A POINT IN THE

NORTHEASTERLY RIGHT OF WAY LINE OF INDIANAPOLIS BOULEVARD WHICH IS SOUTH 40 DEGREES 07 MINUTES 55 SECONDS EAST A DISTANCE OF 365.21 FEET FROM THE SOUTHWEST CORNER OF THE PREMISES CONVEYED BY DOCUMENT NO. 19474 AFORESAID; THENCE SOUTH 40 DEGREES 07 MINUTES 55 SECONDS EAST ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE A DISTANCE OF 455.34 FEET TO THE POINT OF BEGINNING AND CONTAINING 83,886 SQUARE FEET (1.926 ACRES), MORE OR LESS.

TAX PARCEL NO.: 45-02-01-202-006.000-023

Commonly known as 1051 Indianapolis Boulevard, Hammond, Indiana.

AND

THAT PART OF THE SW 1/4 OF THE SECTION 36, TOWNSHIP 38 NORTH, RANGE 10 WEST OF THE 2ND PRINCIPAL MERIDIAN, AND THE NW 1/4 OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 10 WEST OF THE 2ND PRINCIPAL MERIDIAN, LAKE COUNTY, INDIANA BEING PARTICULARLY DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF THE INDIANA EAST-WEST TOLLWAY AND THE ORIGINAL CENTER LINE OF U.S. HIGHWAY NO. 12/20/41; THENCE S 38°37' 14" E; ALONG THE ORIGINAL CENTER LINE OF U.S. HIGHWAY NO. 12/20/41, 436.40 FEET; THENCE S 27°48'46"W, 60.00 FEET TO THE POINT OF COMMENCEMENT ON THE EXISTING RIGHT OF WAY OF U.S. HIGHWAY NO. 12/20/41; THENCE CONTINUING S 27°48'46" W, 502.43 FT.; THENCE N 62° 11' 30" W, 385.78 FEET; THENCE N 27°50'45" E, 654.19 FEET; THENCE S 38° 37' 14" E, 114.02 FEET; THENCE S 41°29'00"E, 300.23 FEET TO THE POINT OF COMMENCEMENT, CONTAINING 5.1 ACRES, MORE OR LESS.

TAX PARCEL NO.: 45-02-01-126-001.000-023

Commonly known as 850 Indianapolis Boulevard, Hammond, Indiana

AND

THAT PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 10 WEST OF THE SECOND PRINCIPAL MERIDIAN LYING BETWEEN THE NORTHEASTERLY 60 FOOT RIGHT OF WAY LINE OF INDIANAPOLIS BOULEVARD (INDIANAPOLIS BOULEVARD BEING 100 FEET WIDE AND BEING 60 FEET WIDE ON THE NORTHEASTERLY SIDE OF THE ORIGINAL CENTERLINE AND 40 FEET WIDE ON THE SOUTHWESTERLY SIDE OF THE ORIGINAL CENTERLINE) AND THE PITTSBURGH, FORT

WAYNE AND CHICAGO RAILROAD CO. PROPERTY AND HAVING FRONTAGE ON INDIANAPOLIS BOULEVARD OF 300 FEET IN THE CITY OF HAMMOND, NORTH TOWNSHIP, LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT ON THE NORTHEASTERLY 60 FOOT RIGHT OF WAY LINE OF INDIANAPOLIS BOULEVARD AT THE POINT OF INTERSECTION OF SAID INDIANAPOLIS BOULEVARD WITH THE NORTHEASTERLY-SOUTHWESTERLY RUNNING 100 FOOT LINE SOUTHEAST PROPERTY LINE OF THE RAILROAD, SAID NORTHEASTERLY-SOUTHWESTERLY RUNNING 100 FOOT LINE MAKING AN ANGLE OF 90 DEGREES WITH THE NORTHEASTERLY LINE OF INDIANAPOLIS BOULEVARD; SAID POINT OF BEGINNING AND INTERSECTION BEING APPROXIMATELY 575 FEET SOUTHEASTERLY FROM THE JUNCTION OF THE NORTH LINE OF SAID SECTION 1 AND THE NORTHEASTERLY LINE OF SAID INDIANAPOLIS BOULEVARD AS MEASURED ALONG SAID NORTHEASTERLY LINE; SAID POINT OF BEGINNING ALSO BEING FOUND BY MEASURING NORTHWESTERLY ALONG THE ORIGINAL CENTERLINE OF INDIANAPOLIS BOULEVARD FROM THE CENTERLINE OF CALUMET AVENUE WHICH IS THE EAST LINE OF SAID SECTION 1, A DISTANCE OF 1,997.15 FEET TO THE CENTERLINE OF WOLF RIVER CHANNEL; THENCE CONTINUING NORTHWESTERLY ALONG THE ORIGINAL CENTERLINE OF INDIANAPOLIS BOULEVARD 1,698.52 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES 60 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTHEASTERLY ALONG THE AFORESAID 60 FOOT LINE IN A DISTANCE OF 100 FEET; THENCE SOUTHEASTERLY ALONG THE SOUTH LINE OF PITTSBURGH, FORT WAYNE AND CHICAGO RAILROAD RIGHT OF WAY AS SOLD BY THE SHEDD TRUSTEES TO SAID RAILROAD ON AUGUST 18, 1924, SAID SOUTH LINE MAKING AN INTERIOR ANGLE OF 101 DEGREES MEASURED SOUTHWEST THROUGH SOUTH TO SOUTHEAST WITH AFORESAID 100 FOOT LINE, FOR A DISTANCE OF 305.61 FEET; THENCE SOUTHWESTERLY ALONG A LINE PARALLEL TO AND 300 FEET DISTANT FROM AFORESAID 100 FOOT LINE FOR A DISTANCE OF 158.31 FEET TO THE NORTHEASTERLY 60 FOOT RIGHT OF WAY OF INDIANAPOLIS BOULEVARD; THENCE NORTHWESTERLY ALONG SAID 60 FOOT RIGHT OF WAY LINE 300 FEET TO THE POINT OF BEGINNING.

EXCEPT THE FOLLOWING TRACT:

BEGINNING AT THE ABOVE REFERENCED POINT OF BEGINNING AND CONTINUING NORTHEASTERLY ON A LINE FORMING AN INTERIOR ANGLE OF 90 DEGREES WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF INDIANAPOLIS BOULEVARD, A DISTANCE OF 100 FEET;



THENCE SOUTHEASTERLY ALONG THE SOUTH LINE OF THE PITTSBURGH, FORT WAYNE AND CHICAGO RAILROAD RIGHT OF WAY AS SOLD BY THE SHEDD TRUSTEES TO SAID RAILROAD ON AUGUST 18, 1924, SAID SOUTH LINE MAKING AN INTERIOR ANGLE OF 101 DEGREES MEASURED SOUTHWEST, THROUGH SOUTH TO SOUTHEAST WITH AFORESAID 100 FOOT LINE, FOR A DISTANCE OF 203.74 FEET; THENCE SOUTHWESTERLY ALONG A LINE PARALLEL TO AND 200 FEET DISTANCE FROM AFORESAID 100 FOOT LINE FOR A DISTANCE OF 138.58 FEET TO THE NORTHEASTERLY 60 FOOT RIGHT OF WAY LINE OF INDIANAPOLIS BOULEVARD; THENCE NORTHWESTERLY ALONG SAID 60 FOOT RIGHT OF WAY LINE 200 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, INDIANA.

TAX PARCEL NO.: 45-02-01-202-003.000-023

Commonly known as 11001 Indianapolis Boulevard, Hammond, Indiana

**WHEREAS**, Marina and NH Vegas desire that the Marina Real Estate and the NH Vegas Real Estate (together the "Real Estate") be subject to the covenants, conditions and restrictions hereinafter set forth;

**NOW, THEREFORE**, for and in consideration of the premises and the covenants, conditions and restrictions contained herein, the sufficiency of which is hereby acknowledged, Marina and NH Vegas do hereby agree as follows:

1. Uses. Marina covenants that no space in or portion of the Marina Real Estate shall be leased or occupied by or conveyed to any person or entity for use as or for, (a) a free-standing or in-line strip center cigarette store; (b) any store in which tobacco sales account for more than twenty-five percent (25%) of all receipts; (c) selling alcohol beverages under three-way packaged liquor licenses; (d) selling gasoline or any other motor fuels, or (e) a car wash business.
2. Indemnification. Each Party hereby indemnifies and saves the other Party harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, or property damage and occurring on or from the Real Estate owned by it, except if caused by the act or neglect of the other Party.
3. Rights and Obligations of Lenders. If by virtue of any right or obligation set forth herein a lien shall be placed upon the Real Estate owned by either Party, such lien shall expressly be subordinate and inferior to the lien of any first mortgage lienholder now or hereafter placed on such Real Estate. Except as set forth in the preceding sentence, however, any holder of a first mortgage lien on the Marina Real Estate or the Vegas Real Estate, and any assignee or successor in interest of such first mortgage lienholder, shall be subject to the terms and conditions of this Agreement.

4. Release from Liability. Any person or entity acquiring fee or leasehold title to the Marina Real Estate or the Vegas Real Estate or any portion thereof, shall be bound by this Agreement only as to the Real Estate or portion of the Real Estate acquired by such person or entity. In addition, such person or entity shall be bound by this Agreement only during the period such person or entity is the fee or leasehold owner of such Real Estate or portion of the Real Estate, except as to obligations, liabilities or responsibilities that accrue during said period. Although persons and entities may be released under this Paragraph, the covenants and restrictions in this Agreement shall continue to be benefits and servitudes upon said Real Estate running with the land.

5. Breach. In the event of breach or threatened breach of this Agreement only, (a) the record owners of the Marina Real Estate and Marina, so long as it or any affiliate has an interest as owner or lessee of the Marina Real Estate, and (b) the record owners of the Vegas Real Estate and NH Vegas, so long as it or any affiliate has an interest as owner or lessee of the Vegas Real Estate, shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach. The unsuccessful Party in any action shall pay to the prevailing Party a reasonable sum for attorneys' fees, which shall be deemed to have accrued on the date such action was filed.

6. Rights of Successors. The covenants, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes running with the land. This Agreement shall bind and inure to the benefit of the Parties and their respective heirs, representatives, lessees, successors and assigns. The singular number includes the plural and the masculine gender includes the feminine and neuter.

7. Document Execution, Modification and Cancellation. It is understood and agreed that until this Agreement is fully executed by both NH Vegas and Marina, there is not and shall not be an agreement of any kind between the Parties upon which any commitment, undertaking or obligation can be founded. This Agreement may be modified or canceled only by a written and recorded agreement between, (a) Marina, as long as it or its affiliate has any interest as either owner or lessee of the Marina Real Estate, or its successors in interest, and (b) NH Vegas, so long as it has any interest as an owner or lessee of the Vegas Real Estate, or its successors in interest.

8. Non-Merger. So long as either, (a) Marina or its affiliate is the owner or lessee of the Marina Real Estate, or (b) NH Vegas or its affiliate is the owner or lessee of the Vegas Real Estate, this Agreement shall not be subject to the doctrine of merger.

9. Duration. Unless otherwise canceled or terminated, this Agreement and all the easements, rights and obligations hereof shall automatically terminate and be of no further force and effect after ninety-nine (99) years from the date hereof.

10. Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.

12. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto. The Parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the 24<sup>th</sup> day of September, 2014.

**MARINA:**

**MARINA DISTRICT DEVELOPMENT LLC**, an Indiana limited liability company

By: M Butkus Development LLC, Manager

By:   
Thomas M. Collins, II, Manager

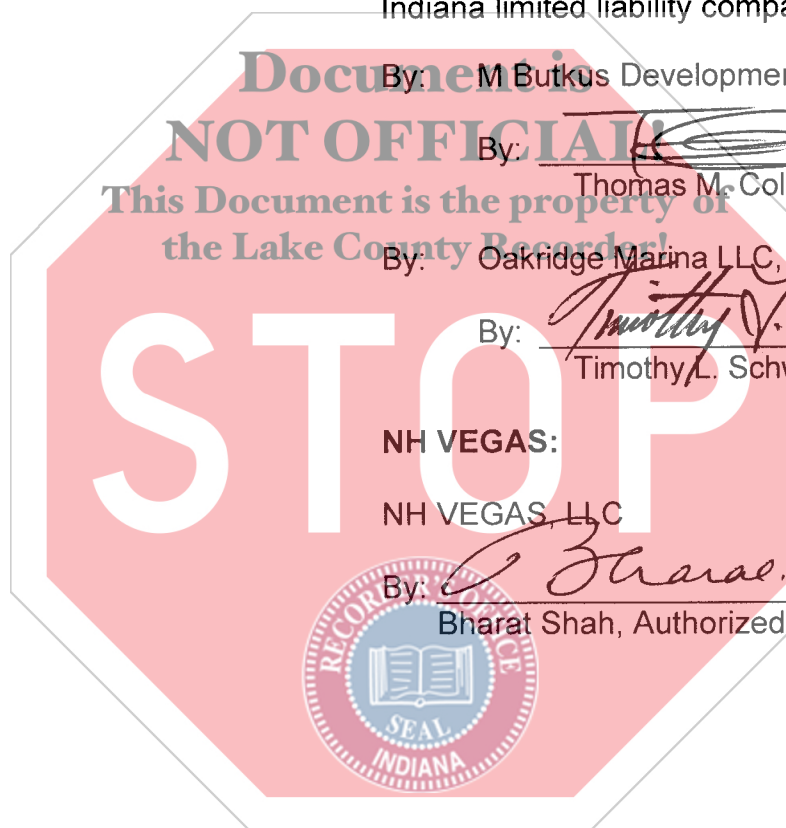
By: Oakridge Marina LLC, Manager

By:   
Timothy L. Schwartz, Manager

**NH VEGAS:**

NH VEGAS, LLC

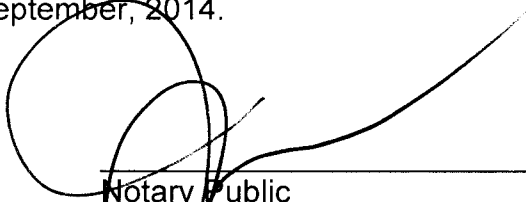
By:   
Bharat Shah, Authorized Member



STATE OF INDIANA     )  
  ) SS:  
COUNTY OF LAKE     )

The foregoing instrument was acknowledged before me by Thomas M. Collins, II, the Manager of M Butkus Development LLC, as a Manager of Marina District Development LLC and by Timothy L. Schwartz, the Manager of Oakridge Marina LLC, as a Manager of Marina District Development LLC, each on behalf of Marina District Development LLC.

Dated this 24<sup>th</sup> day of September, 2014.

  
\_\_\_\_\_  
Notary Public

County of Residence: \_\_\_\_\_

Commission Expiration Date: \_\_\_\_\_

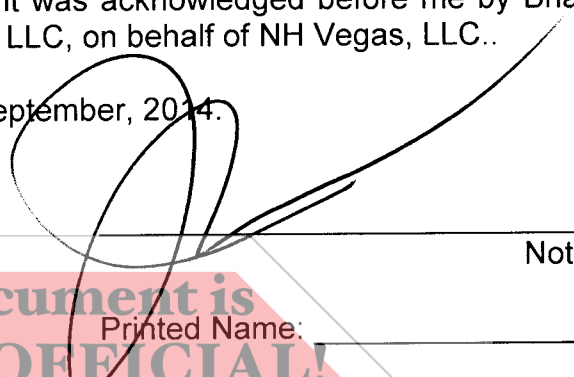
Printed Name: \_\_\_\_\_



STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF LAKE        )

The foregoing instrument was acknowledged before me by Bharat Shah, the Authorized Member of NH Vegas, LLC, on behalf of NH Vegas, LLC..

Dated this 24<sup>th</sup> day of September, 2014.

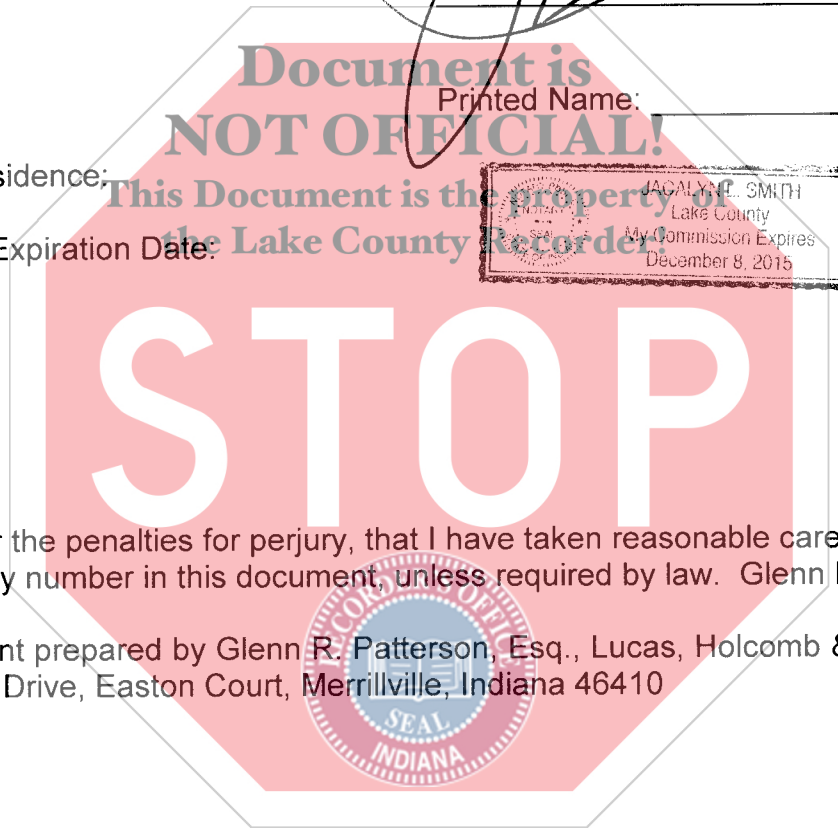


\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

County of Residence: \_\_\_\_\_

Commission Expiration Date: \_\_\_\_\_



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. Glenn R. Patterson

This instrument prepared by Glenn R. Patterson, Esq., Lucas, Holcomb & Medrea, LLP, 300 East 90<sup>th</sup> Drive, Easton Court, Merrillville, Indiana 46410

