

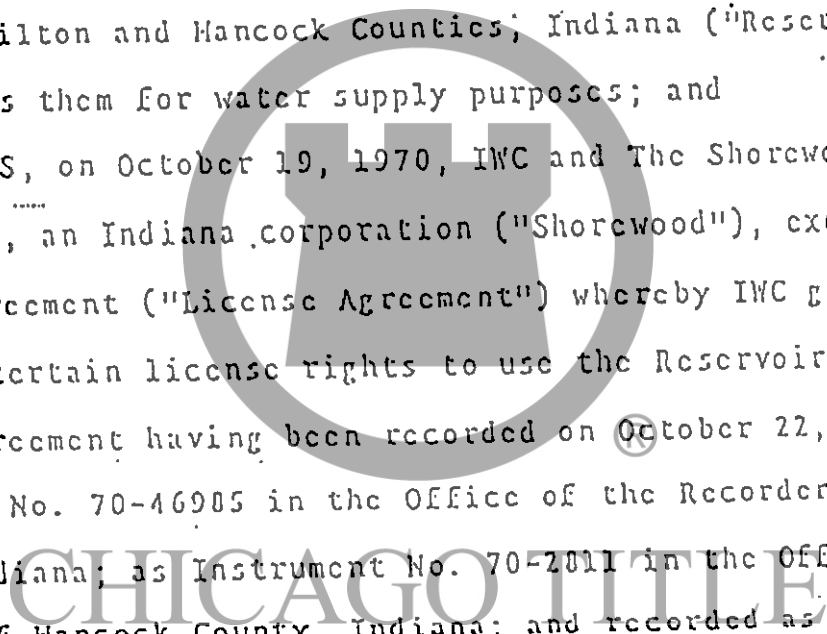
CONSENT TO ASSIGNMENT OF LICENSE RIGHTS

THIS AGREEMENT, entered into this Tuesday of December 1986, by and between Indianapolis Water Company ("IWC"), The Marina Corporation (hereinafter referred to as "Marina"; formerly known as The Creek Land Company; Inc.), both of which are Indiana corporations, and The Marina Limited Partnership, an Indiana limited partnership (the "Partnership"), WITNESSES THAT:

WHEREAS, IWC owns Geist and Morse Reservoirs, located in Marion, Hamilton and Hancock Counties; Indiana ("Reservoirs"), and operates them for water supply purposes; and

WHEREAS, on October 19, 1970, IWC and The Shorewood Corporation, an Indiana corporation ("Shorewood"), executed a License Agreement ("License Agreement") whereby IWC granted to Shorewood certain license rights to use the Reservoirs, such License Agreement having been recorded on October 22, 1970, as Instrument No. 70-46985 in the Office of the Recorder of Marion County, Indiana; as Instrument No. 70-2811 in the Office of the Recorder of Hancock County, Indiana; and recorded as Instrument No. 4863, in Book 121, pp. 206-216, in the Office of the Recorder of Hamilton County, Indiana;

WHEREAS, Pursuant to paragraph 2 of the License Agreement, Shorewood had the privilege of installing and constructing marinas, boat docks and beaches for commercial use adjacent to the shore line of the Reservoirs;



RECORDED HAMILTON CO. IN.  
MART L. CLARK

DEC 30 3 13 PM '86

RECEIVED  
FOR RECORD

This Instrument Recorded 12-30-86  
Mart L. Clark, Recorder, Hamilton County, Ind. 1986

WHEREAS, Shorewood assigned said rights in paragraph 2 of the License Agreement to Marina, a company which has substantial land holdings at the Reservoirs that were formerly owned by Shorewood. The assignment from Shorewood to Marina is dated December 7, 1984, and was recorded on December 4, 1986, as Instrument No. 86-125683 in the Office of the Recorder of Marion County, Indiana; as Instrument No. 86-8107 in the Office of the Recorder of Hancock County, Indiana; and recorded as Instrument No. 86-27656, in Book 189, Pages 836-839, in the Office of the Recorder of Hamilton County, Indiana;

WHEREAS, IWC consented to the assignment from Shorewood to Marina of said rights in paragraph 2 of the License Agreement pursuant to a certain Consent to Assignment of License Rights, dated March 11, 1983, which was recorded on May 27, 1983, as Instrument No. 83-35806 the Office of the Recorder of Marion County, Indiana; as Instrument No. 86-8108. ® in the Office of the Recorder of Hancock County, Indiana; and on May 24, 1983, as Instrument No. 83-5574 in the Office of the Recorder of Hamilton County, Indiana;

WHEREAS, Marina will, subject to the approval of its shareholders of a certain Plan of Complete Liquidation and Dissolution, transfer all of its land holdings at the Reservoirs to the Partnership; and

WHEREAS, Marina desires to assign said rights in paragraph 2 of the License Agreement to the Partnership.

NOW, THEREFORE, in consideration of the premises and mutual promises hereinafter set forth, the parties agree that:

1. IWC consents to the transfer from Marina to the Partnership of Marina's privilege, granted in paragraph 2 of the License Agreement, to install and construct marinas, boat docks and beaches for commercial use adjacent to the shore line of Geist or Morse Reservoir, subject to the Partnership's fulfillment of all obligations of such licensee under the License Agreement.

2. The specific license rights permitted hereby to be assigned to the Partnership are personal to the Partnership. The Partnership may not assign said rights and privileges or delegate any of its obligations under the License Agreement without first obtaining the written consent of IWC, and in the event of an approved delegation of its obligations, the Partnership shall remain entirely responsible for the fulfillment of all of such obligations under the License Agreement, unless a transfer of such responsibility is specifically provided for in the delegation documents and is approved by IWC in writing.

3. The Partnership agrees that it shall be bound by all of the terms, conditions and provisions contained in the said License Agreement. The Partnership shall do all things required of it by the terms of the License Agreement, including, but not limited to, holding IWC and its affiliates harmless in the event that IWC, by reason of its status as owner or operator of the Reservoirs, becomes involved, through or on account of the terms of the License Agreement (to the extent the Partnership is granted rights and assumes

obligations under the License Agreement and whether or not IWC is alleged to have been negligent) or through or on account of the activities of the Partnership, its grantees, successors in interest, invitees or permittees, or any of them, in any claim or litigation or other controversy in connection with the Reservoirs.

IN WITNESS WHEREOF, IWC, Marina and the Partnership have executed this Consent.

INDIANAPOLIS WATER COMPANY

By: [Signature]

THE MARINA CORPORATION

By: Allen E. Rosenberg  
Allen E. Rosenberg,  
President

THE MARINA LIMITED PARTNERSHIP

By: Allen E. Rosenberg  
Allen E. Rosenberg, the  
President of the Marina II  
Corporation, the General  
Partner of The Marina  
Limited Partnership

CHICAGO TITLE

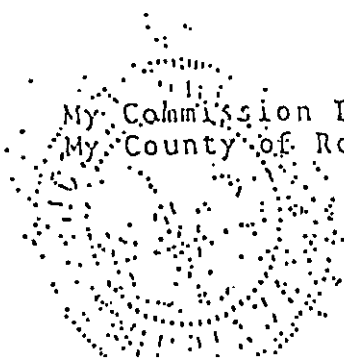
STATE OF Indiana )  
COUNTY OF Morgan ) SS:

Before me, a Notary Public in and for said County and State, personally appeared, Allen E. Rosenberg, on behalf of Indianapolis Water Company, who being duly sworn upon his oath, acknowledged the execution by him of the above instrument.

Witness my hand and Notarial Seal this 22 day of December, 1986.

Juanita A. Cromer  
Juanita A. Cromer

My Commission Expires: July 22, 1987  
My County of Residence: Morgan



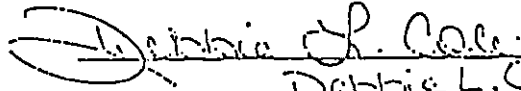
STATE OF Indiana )  
COUNTY OF Hamilton )

SS:

BOOK 190 PAGE 216

Before me, a Notary Public in and for said County and State, personally appeared Allen E. Rosenberg, as President of The Marina Corporation and as President of the Marina II Corporation, who being duly sworn upon his oath, acknowledged the execution by him of the above instrument.

Witness my hand and Notarial Seal this 22<sup>nd</sup> day of December 1986.

  
Debbie L. Cole

My Commission Expires 1-31-89  
My County of Residence Hamilton



This Instrument Recorded 12-30 1986  
Mary L. Clark, Recorder, Hamilton County, Ind.

CHICAGO TITLE

This instrument was prepared by Jeffery B. Risinger, attorney at law.

8710534

ASSIGNMENT OF RIGHTS IN LICENSE

Recitals

WHEREAS, The Marina Corporation (the "Corporation" possesses certain rights under a License Agreement with the Indianapolis Water Company dated October 19, 1970 ("License Agreement"), and recorded in the Office of the Recorder, Hamilton County, Indiana, on October 22, 1970, in Book 21, pp. 206-216, as Instrument No. 4863; in the Office of the Recorder, Marion County, Indiana, on October 22, 1970, as Instrument No. 70-46985; and in the Office of the Recorder, Hancock County, Indiana, as Instrument No. 70-2011;

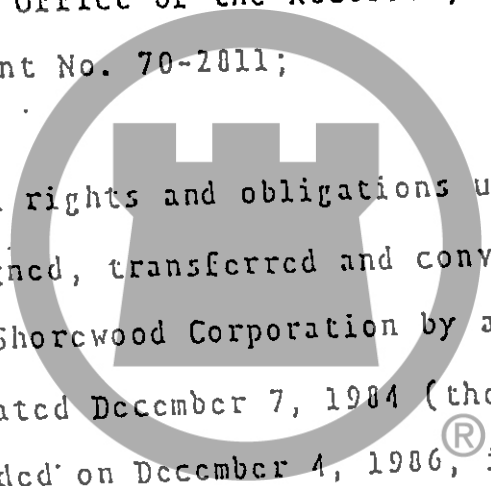
WHEREAS, certain rights and obligations under the License Agreement were assigned, transferred and conveyed to the Corporation by The Shorewood Corporation by an Assignment of Rights in License dated December 7, 1984 (the "Assignment of Rights"), and recorded on December 4, 1986, in the Office of the Recorder, Hamilton County, Indiana, in Book 189, pp. 836-839, as Instrument No. 86-27656; in the Office of the Recorder, Marion County, Indiana, as Instrument No. 86-125683 and in the Office of the Recorder, Hancock County, Indiana, as Instrument No. 86-8107;

WHEREAS, The Indianapolis Water Company consented to the assignment from The Shorewood Corporation to the Corporation of said rights in paragraph 2 of the License Agreement pursuant to

SHARON A. GERRY  
RECORDER  
HAMILTON CO. IN

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FOR RECORD



CHICAGO TITLE

868858

MAR REC 31 2 58 35

*[Handwritten signature]*  
RECORDER  
HANCOCK COUNTY, INDIANA

a certain Consent to Assignment of License Rights, dated March 11, 1983, which was recorded on May 27, 1983, as Instrument No. 83-35806 in the office of the Recorder, Marion County, Indiana and as Instrument No. 86-8108 in the Office of the Recorder, Hancock County, Indiana; and on May 24, 1983, as Instrument No. 83-5574 in the Office of the Recorder, Hamilton County, Indiana;

WHEREAS, the Corporation desires, pursuant to a certain Plan of Complete Liquidation and Dissolution described in the Corporation's Proxy Statement/Prospectus dated December 5, 1986 (the "Plan"), to transfer all of its assets and liabilities to The Marina Limited Partnership (the "Partnership").

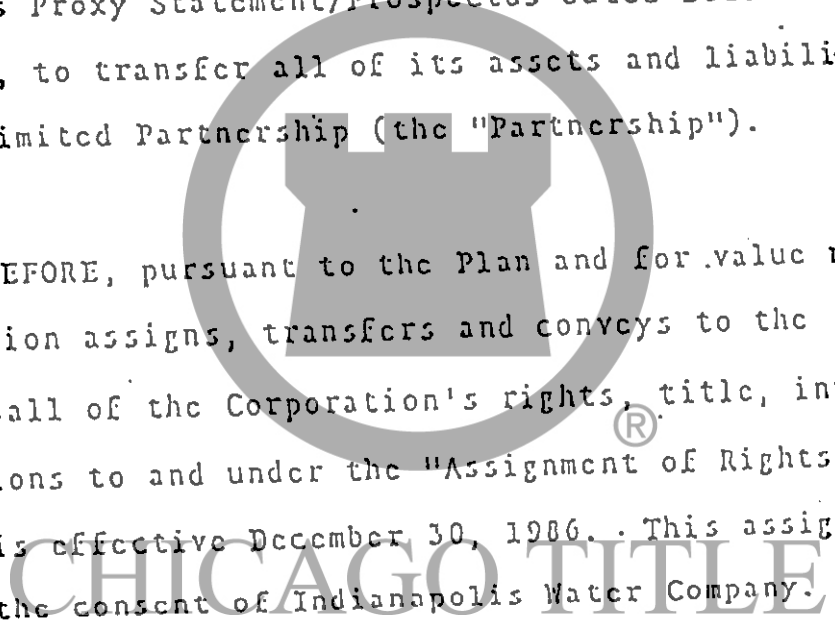
NOW THEREFORE, pursuant to the Plan and for value received the Corporation assigns, transfers and conveys to the Partnership all of the Corporation's rights, title, interest and obligations to and under the "Assignment of Rights." This assignment is effective December 30, 1986. This assignment is subject to the consent of Indianapolis Water Company.

By its acceptance of this assignment as acknowledged below the Partnership agrees to assume and discharge any and all obligations to which the rights transferred herein are subject, including all obligations under the License Agreement or that concurrent instrument entitled Release and Modification of Restrictions dated October 19, 1970, and recorded in the Office

868855

ISSUED 31 MAR 87

Disposition of  
Hancock County



of the Recorder of Hamilton County, Indiana, as Instrument No. 4862 on October 22, 1970, insofar as such obligations relate to the rights transferred herein.

It is understood that there is no implied promise or obligation as respects the Partnership's use of the rights conveyed to it herein.

This Assignment is effective on the 30th day of December, 1986.

THE MARINA CORPORATION

By: Allen E. Rosenberg  
Allen E. Rosenberg, President

By: John L. Woolling  
John L. Woolling, Secretary

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STATE OF Indiana  
COUNTY OF Marion

SS:

®

Before me, a Notary Public in and for the State of Indiana, personally appeared Allen E. Rosenberg, the President of The Marina Corporation, who acknowledged the execution of the foregoing Assignment of Rights in License for and on behalf of The Marina Corporation.

Witness my hand and Notarial Seal this 30th day of December, 1986.

Debbie L. Cole  
Notary Public

Debbie L. Cole  
Printed

I am a resident of Marion County, Indiana

My commission expires: 1-31-89

REC'D  
MAR 21 1987  
A 10 35  
Debbie L. Cole  
Notary Public



STATE OF Indiana )  
COUNTY OF Harrison ) SS:

Before me, a Notary Public in and for the State of Indiana personally appeared John L. Woolling, the Secretary of The Marina Corporation, who acknowledged the execution of the foregoing Assignment of Rights in License for and on behalf of The Marina Corporation.

Witness my hand and Notarial Seal this 30<sup>th</sup> day of December, 1986.

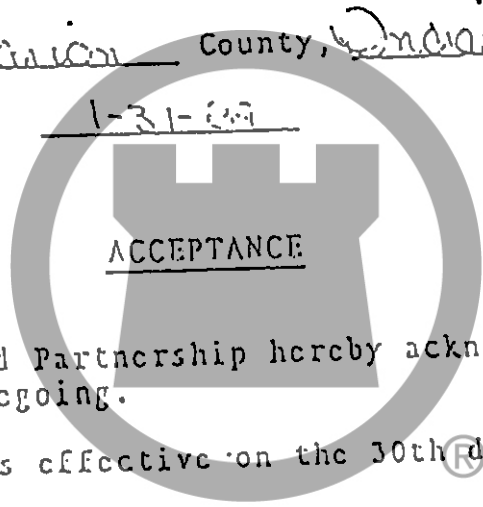
Debbie R. Cole  
Notary Public

Debbie L. Cole  
Printed

I am a resident of Harrison County, Indiana

My commission expires: 1-31-87

868858



The Marina Limited Partnership hereby acknowledges, accepts and agrees to the foregoing.

This Acceptance is effective on the 30th day of December, 1986.

CHICAGO TITLE

THE MARINA LIMITED PARTNERSHIP

By: Allen E. Rosenberg  
Allen E. Rosenberg, President  
of The Marina II Corporation,  
the General Partner of The  
Marina Limited Partnership

REC 31 4 B

Debbie R. Cole  
Notary Public  
Harrison County, Indiana

STATE OF Indiana )  
COUNTY OF Marion ) SS:

Before me, a Notary Public in and for the State of Indiana personally appeared Allen E. Rosenberg, the President of The Marina II Corporation, the General Partner of The Marina Limited Partnership, who acknowledged the execution of the foregoing Acceptance to Assignment of Rights in License for and on behalf of The Marina Limited Partnership.

Witness my hand and Notarial Seal this 20th day of December, 1986.

Dennis L. Cole  
Notary Public

Dennis L. Cole  
Printed

I am a resident of Marion County, Indiana  
My commission expires: 1-31-89



CHICAGO TITLE

868858

1986 DEC 31 A 13 35

Dennis L. Cole  
HANDWRITTEN IN INK

This instrument was prepared by Russell Cox, attorney at law,  
9100 Keystone Crossing, Indianapolis, Indiana.

~~2699~~

CITY OF INDIANAPOLIS, INDIANA  
SEWER SERVICE AGREEMENT

THIS AGREEMENT, made and entered into by and between THE SHOREWOOD CORPORATION, an Indiana corporation (the "Owner"), and the CITY OF INDIANAPOLIS, Indiana (the "City"), by and through its Department of Public Works (the "Department"), WITNESSETH:

WHEREAS, the Owner holds legal title to certain undeveloped real estate which it intends to subdivide into lots and to develop for residential use, section by section, over a period of years; and

WHEREAS, the Owner has filed a written petition requesting permission to connect to the City's Public Sanitary Sewer at 9600 Fall Creek Road for the purpose of discharging sewage into said City's Sanitary Sewer System; and

WHEREAS, the property of the Owner, hereinafter described, is located outside of the Sanitary District of said City; and

WHEREAS, such property was not included within the area originally assessed for the cost of construction of such existing public sewer but was shown and included by the City within the area to be served by the City's sewage treatment plants now under construction in connection with the City's applications for EPA grant funds for such construction; and

WHEREAS, after due consideration of such petition the City is willing to permit a connection to be made to the Public Sewer System of the City of Indianapolis, to serve the property of the Owner, providing the Owner agrees to pay a charge for the privilege of connecting to the City's Sewer System and providing that the Owner agrees to burden the real estate to be serviced by the sewer line to be constructed under this Agreement with the liability to pay a sewer service charge so long as such service continues, and providing further that the Owner agrees to certain terms and conditions, herein contained, pertaining to such sewer service:

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein set forth and of the acts on the part of each party to be performed hereunder, it is agreed as follows, namely:

1. Owner is hereby authorized to construct sanitary sewers and related facilities adequate to serve and to connect the real estate belonging to the Owner described in Exhibit "A", attached hereto and made a part hereof, and all improvements now or hereafter constructed thereon, to and with the City's Public Sanitary Sewer System. Such sewer system may be constructed in such segments and sections from time to time as Owner may deem feasible, subject to the qualification that prior to the construction of any such segment or section, Owner shall submit to the Department construction plans and a drawing showing the details of, and location of, such segment or section of the system to be constructed.

This Instrument Recorded August 26 1981  
MARY L. CLARK, RECORDER, HAMILTON COUNTY, IND

RECEIVED  
AUG 25 11 33 AM '81  
HAMILTON COUNTY, IND.

COPY

MISC 190

251

2. The Owner agrees to lay and construct all of said sewers and related facilities at its own expense and in accordance with the following terms and conditions, to-wit:

(a) The engineer of the Department of Public Works of the City of Indianapolis, shall have the right to supervise and direct the laying of said sewers and construction of related facilities, all in accordance with the drawings and standard specifications therefor. The Department may, at its option, retain a private professional engineer or engineering firm to perform these functions, with the cost thereof to be borne by the Owner.

(b) All work in connection with the installation and construction of said sewers and related facilities shall be performed in conformity with all rules and regulations of the City and in conformity with all ordinances of the City of Indianapolis governing such class of work, and all materials and construction shall comply with the standard specifications of such City Department of Public Works in effect at time of construction governing such class of work.

(c) The Owner shall thoroughly refill, compact and maintain all trenches in a condition satisfactory to the said engineer, and shall immediately repair or replace any sidewalk, curb or pavement damaged by the excavation, installation, construction, maintenance, and/or use of said sewer or related facilities.

3. Upon completion of each section of sewer line and related facilities constructed under this Agreement, the Owner shall cause a set of "as-built" tracings to be prepared and filed with the Department, and shall also furnish the Department a completion affidavit certifying that the same have been completed in accordance with this Agreement. At any time thereafter, the Owner shall, upon request of the City, execute and deliver to the City an instrument in recordable form dedicating and transferring said sewers and related facilities, or any section thereof, to the City, including appropriate easements therefor where the same cross privately owned lands. Upon delivery to the City of the instrument of dedication, each such section of the main sewers and facilities shall become a part of the public sanitary sewer system of the City, with title thereto vested in the City. The individual lateral sewers shall remain the property of the individual property owners.

4. The Owner shall, at its own expense, operate each section of sewers and related facilities constructed hereunder and shall maintain the same in a good state of repair until (a) the date ten (10) years following the date of completion of such section of sewer line constructed hereunder, or (b) the date of dedication to the City of such section as provided in paragraph 3, whichever first occurs. From and after the date of either such occurrence, as to any section, the City shall at its expense (and as part of the consideration for the amounts payable by the Owner and its successors and assigns as hereinafter provided), operate and maintain the main sewers and related facilities (but not the laterals, which shall be the responsibility of the individual property owners) in such section.

COPY

5. Owner is or has been the owner of the real estate located in Marion County, Indiana, shown in Exhibit B attached hereto. In order to provide to the City reasonable assurance of the orderly development of its entire real estate holdings in the area, it is agreed by Owner that the number of single family residences served by connections to or within the real estate described in Exhibit A to the sewer system constructed by Owner (and thereby served by the City's system) shall be limited as follows: no more than one (1) such residence so connected shall be allowable or made for each two (2) single family residences located or to be located on lots or parcels of real estate within the tract described in Exhibit B that have been or are hereafter both (a) platted and (b) sold to individuals (excluding corporations or partnerships); provided, further, that at such time as Owner or its grantees have completed the official platting of lots or parcels within the real estate described in Exhibit B upon which at least 1200 single family residences are located or to be located, and lots or parcels upon which 600 of such single family residences are located or to be located have been sold to individuals (not including partnerships or corporations) this restriction shall cease to be of any further force or effect. Until this restriction expires, the Owner shall provide quarterly reports to the Department, within thirty (30) days after the end of each calendar quarter, as to the platting and disposition of all property within the tracts described in Exhibits A and B during such quarter.

6. For each connection made by a residential property or other lot, parcel or tract located within the boundaries of the real estate described in Exhibit A, to any sewer constructed hereunder, the Owner, or its grantees, transferees or assigns, agrees to pay to the Department the applicable connection fee as then in existence for all connections within Marion County, payable at the time of making the connection. Said connection fee is fixed and charged by the City for the privilege of connecting said property so that it may receive service from the City's system.

7. Each owner of any part, lot or parcel of real estate subject to this Agreement that is connected with the connecting sewer line to be constructed hereunder shall pay to the City a sewer service charge for the treatment of sewage in the sewage treatment plant and for use of the facilities operated by the Department. The sewer service charge shall consist of:

(a) A user charge, which shall be assessed and payable on the same basis, at the same rates and in every respect in the same manner as the sewer user charge established for similar users within Marion County from time to time, pursuant to regulation of the Department or ordinance of the City; plus, also,

(b) A charge in lieu of tax and as a part of the user fee, in the same amount as if said real estate were located within Marion County, Indiana, within the "Lawrence Sewer Service" taxing unit, and subject to the "Total Corporation Rate" of tax levy applicable to real estate within such taxing unit (e.g., for taxes payable in 1981, said "Total Corporation Rate" was the combined tax rate of \$1.1764 for each \$100 worth of assessed taxable valuation, as shown by the official certification of Tax Levies for Marion County, Indiana, published and certified by Harry E. Eakin, Auditor of

BOOK 190 PAGE 251

Marion County for taxes collectible in the year 1981). The amount of such payment for each calendar year shall be the product of the assessed valuation of such real estate and improvements as of the preceding March 1 (as determined by the governmental unit responsible for fixing such assessed valuation), less exemptions applicable to such property for real estate taxation, multiplied times said Total Corporation Rate of tax levy in effect for such year for real estate lying within the Lawrence Sewer Service taxing unit, Lawrence Township, Marion County, Indiana. Charges payable under this subsection (b) shall become effective with respect to any such part, lot or parcel of the real estate upon connection with the sewer line. Charges shall be payable in equal periodic installments, at such dates over the course of each such year as may be determined by the City, in addition to the charges provided in subsection (a).

8. A penalty, based upon the rate then in effect for similar users within Marion County, shall be assessed by the Department if any sewer service charge payable under this Agreement is not paid when due, and the amount of such penalty and sewer service charge shall be a lien upon and against the parcel of real estate against which the sewer service charge assessment was made. Such lien shall be governed in all respects by IC 19-2-21.5-1 -- 19-2-21.5-6, or any successor Indiana law applicable from time to time to sewerage service charges for consolidated first class cities, and may be perfected, enforced and foreclosed in the manner prescribed thereby.

9. Each sewer constructed hereunder shall be used for and only as a sanitary sewer. No storm water, run-off water, downspouts, footing drains (perimeter drains) or sub-soil drainage shall be connected thereto. All general ordinances and general regulations of the City in effect from time to time governing, regulating or limiting the materials which may be discharged into sewers of the City within Marion County shall be applicable to the sewers constructed under this Agreement. The Owner, its successors and assigns, hereby agree to accept, abide by and conform to all such ordinances and regulations as the same may be in effect from time to time and consent and agree to the imposition of any and all sanctions provided thereby for violation of the same.

10. The Owner shall not extend the use of the sewer system constructed pursuant to this Agreement to serve any land lying outside the boundaries of the real estate shown in Exhibit A without the express written permission of the City.

11. It is understood and agreed by and between the parties hereto that this permission is granted as a special privilege and if at any time the City shall construct any sewer or sewers, local or district, which shall serve an area in which the above-described real estate is included, then the owner of said real estate hereby agrees to pay all assessments which may be lawfully levied and assessed against said real estate for the construction of any such sewer or sewers and said owner will not attempt to avoid payment of such assessments on the ground that such sewer or sewers will not benefit said real estate by reason of the existence of the sewers herein permitted to be connected to said City's sewer system.

COPY

12. The Owner agrees to indemnify and save harmless the City of Indianapolis, from any and all loss, damage, expense, claims, demands, actions or causes of action arising out of its construction, maintenance or operation of any section of said connecting sewer line during the period prior to the date of dedication or earlier transfer of operation and maintenance responsibility for such sewer line section to the City as provided in paragraph 4, or occasioned by or in any way growing out of the Owner availing himself of the permit herein granted during such period, whether such loss be suffered directly by the City or through claims or liability to third persons by reason of injuries to persons or damages to property.

13. It is expressly understood and agreed by and between the parties hereto that in the event sewer rates and charges for services rendered to any part, lot, or parcel of real estate subject to this Agreement shall become delinquent, or that the Owner, its grantees, transferees, agents, servants, employees or assigns shall discharge any explosive, poisonous or dangerous fluids or substance or chemicals, or obstruct or do any other acts which are detrimental or harmful to the City's Public Sanitary Sewer, then the City shall have the right, as provided by law in the case of a similar disconnection of a user within Marion County, to disconnect the sewer service connection to the part, lot or parcel of real estate subject to such delinquent charges or responsible for such discharge or obstruction or other detrimental or harmful acts. The City shall have the authority to bill the affected lot or parcel for the amount of money necessary to effectuate any disconnection, as well as the reasonable costs of any subsequent reconnection. In the event said sewer line is disconnected by the City, the Owner and its grantees, transferees and assigns hereby release and forever discharge the City from any loss they may sustain or claim to sustain by reason of said sewer being disconnected.

14. This Agreement shall remain in full force and effect with respect to each part and parcel of the real estate shown on Exhibit A until terminated by agreement between the City and the owner of such part or parcel, provided, further, that if such part or parcel shall at any time become subject to direct levy of taxes on real estate for all of the levies that are then a part of the Total Corporation Rate of the Lawrence Sewer Service taxing unit, the user charge imposed under paragraph 7(b) of this Agreement shall cease and no longer be due or payable with respect to such part or parcel. Owner, for itself, its successors and assigns, hereby waives any and all rights to object to or remonstrate against, and hereby consents to, any action or proceeding that would have the effect of causing the real estate shown in Exhibit A, or any part thereof, to become a part of, and subject to all of the constituent tax levies then comprising the Total Corporation Rate of levy applicable to real estate lying within, the Lawrence Sewer Service taxing unit of Marion County, Indiana.

15. This instrument shall run with the property hereinabove described and shall be binding upon and inure to the benefit of the Owner and its grantees, transferees, successors and assigns until terminated as provided in paragraph 14; provided, however, that the Owner shall have a right at any time to petition the Board to cancel this instrument if at any

MISC. 190

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COPY

time the sewage service provided hereunder is no longer in use or required.

IN WITNESS WHEREOF, the parties hereto acting by and through their duly authorized officers have executed this instrument, in quadruplicate, this 11th day of August, 1981.

THE SHOREWOOD CORPORATION

By Stanley E. Hunt  
Stanley E. Hunt, President

ATTEST:

Hayes T. O'Brien  
Hayes T. O'Brien, Secretary

CITY OF INDIANAPOLIS

By Richard Powell  
Richard Powell, Director  
Department of Public Works

ATTEST:

Lois Pond  
Lois Pond, Secretary  
Department of Public Works

APPROVED AND SIGNED BY ME THIS 14th DAY OF August, 1981.

William H. Hudnut III  
William H. Hudnut III  
Mayor, City of Indianapolis

STATE OF INDIANA)

) SS:

COUNTY OF MARION)

Before me, the undersigned, a Notary Public in and for said State, personally appeared Stanley E. Hunt, President, and Hayes T. O'Brien, Secretary, of The Shorewood Corporation, who acknowledged their execution of the foregoing Sewer Service Agreement on behalf of said Corporation.

WITNESS my hand and Notarial Seal this 11th day of August, 1981.

Sharon A. Small  
Notary Public  
Printed: SHARON A. SMALL

I am a resident of Marion County, Indiana.  
My commission expires: June 17, 1985.

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BOOK 190 PAGE 256



STATE OF INDIANA )  
COUNTY OF MARION ) SS:

BOOK 190 PAGE 257  
BOOK 174 PAGE 570

BOOK 166 PAGE 414

Before me, the undersigned, a Notary Public in and for said State, personally appeared Richard Bond, the Director, and Howe Bond, the Secretary, of the Department of Public Works of the City of Indianapolis, Indiana, who acknowledged their execution of the foregoing Sewer Service Agreement on behalf of said Department.

WITNESS my hand and Notarial Seal this 14th day of August, 1981.

Virginia B. Kinnear  
Notary Public  
Printed: VIRGINIA B. KINNEAR

I am a resident of Marion County, Indiana.  
My Commission expires: April 7, 1986.



STATE OF INDIANA )  
COUNTY OF MARION ) SS:

Before me, the undersigned, a Notary Public in and for said State, personally appeared William H. Hudnut III, the Mayor of the City of Indianapolis, Indiana, who acknowledged his execution of the foregoing Sewer Service Agreement on behalf of said City.

WITNESS my hand and Notarial Seal this 14th day of August, 1981.

Virginia B. Kinnear  
Notary Public  
Printed: VIRGINIA B. KINNEAR

I am a resident of Marion County, Indiana.  
My Commission expires: April 7, 1986.



This instrument was prepared by Douglas E. Hiland, Attorney, Department of Public Works.

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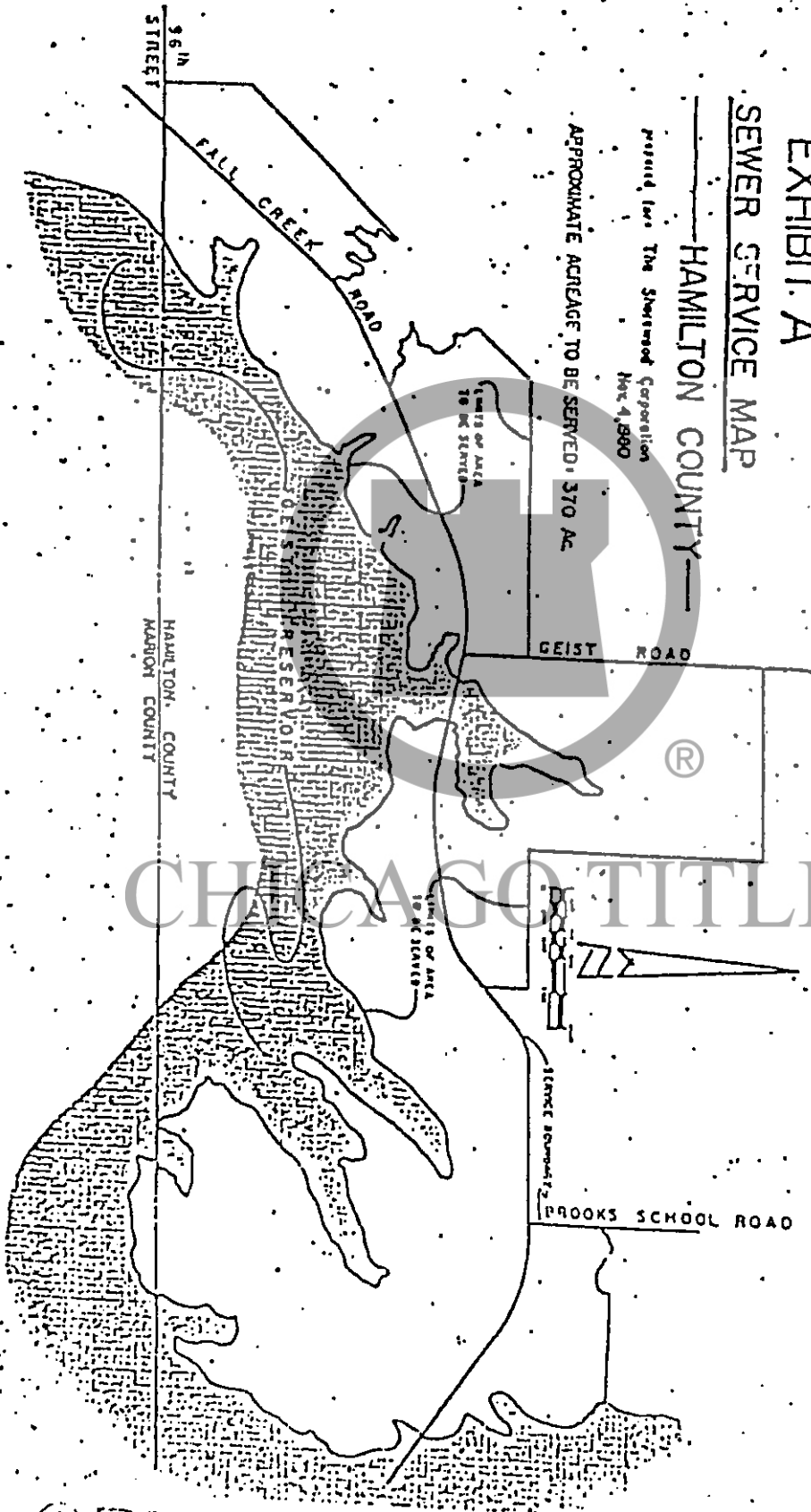
# EXHIBIT A

## SEWER SERVICE MAP

HAMILTON COUNTY

present law The Shawwood Corporation  
Nov. 4, 1900

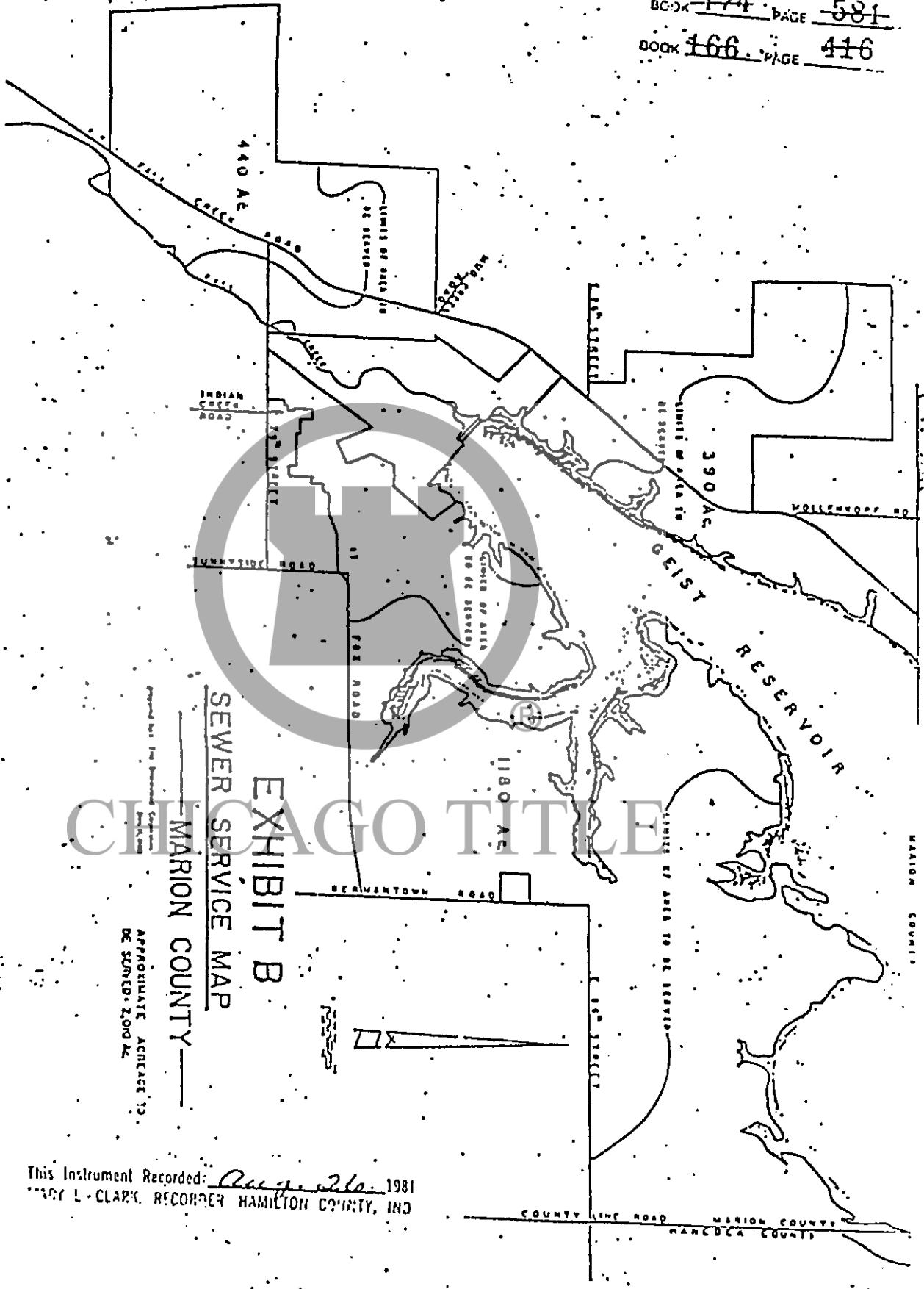
APPROXIMATE ACREAGE TO BE SERVED - 370 AC.



OPY

BOOK 190 PAGE 259  
BOOK 174 PAGE 581  
BOOK 166 PAGE 416

MISCELLANEOUS



SEWER SERVICE MAP  
MARION COUNTY

APPROXIMATE ACREAGE IS  
DETERMINED FROM

This Instrument Recorded: Aug. 26, 1981  
MARY L. CLARK, RECORDER HAMILTON COUNTY, IND

COPY

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# EXHIBIT SEWER SERVICE MAP

HAMILTON COUNTY

Prepared for: The Shorewood Corporation

APPROXIMATE ACREAGE TO BE  
TRANSFERRED TO C.L.C.: 199.6 AC.

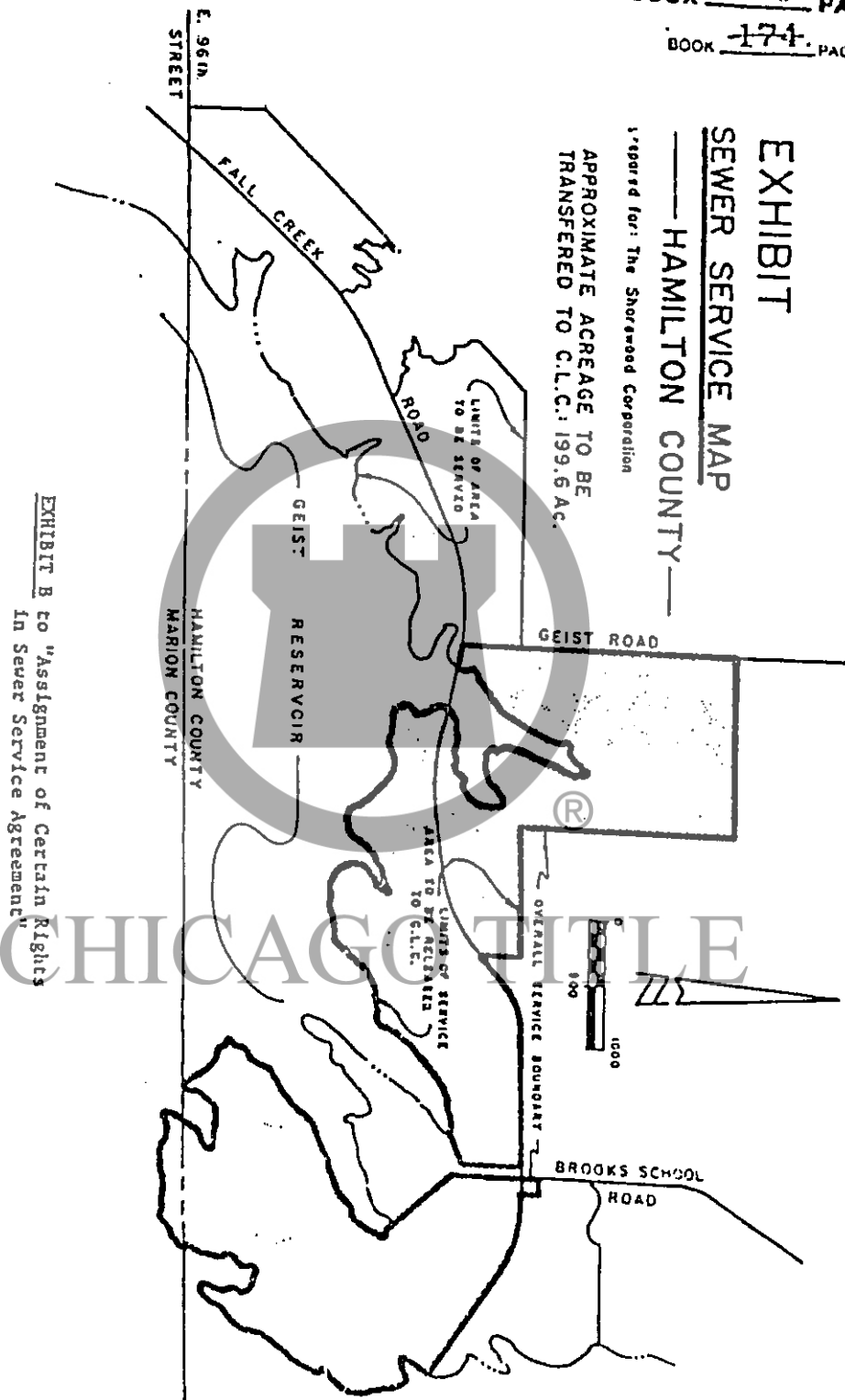


EXHIBIT B to "Assignment of Certain Rights  
In Sewer Service Agreement"

CHICAGO TITLE

This Instrument Recorded May 24 1983  
MAR. L. GARIB, REGISTERED, HAMILTON COUNTY, ILL.

MISC 1000

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~~83-5578~~

BOOK 190 PAGE 261

ASSIGNMENT OF CERTAIN RIGHTS  
IN SEWER SERVICE AGREEMENT.

BOOK 174 PAGE 570

THIS ASSIGNMENT, made by The Shorewood Corporation, an Indiana corporation, (hereinafter referred to as "Assignor"), to The Creek Land Company, Inc., an Indiana corporation, (hereinafter referred to as "Assignee"),

WITNESSETH:

WHEREAS, Assignor entered into a Sewer Service Agreement with the City of Indianapolis (hereinafter referred to as "the City"), on August 14, 1981, which Agreement was recorded on August 27, 1981, as Instrument No. 81-54926 in the Office of the Recorder of Marion County, Indiana, and which Agreement was also recorded August 26, 1981, in Book 166, Pages 408 through 416, as Instrument No. 26699 in the Office of the Recorder of Hamilton County, Indiana, and a copy of said Sewer Service Agreement is attached hereto, fully incorporated herein, and is marked Exhibit A; and

WHEREAS, the above referenced Sewer Service Agreement provides, among other things, that Assignor may extend sanitary sewer lines to portions of its real property located in Hamilton County, Indiana, as shown on a map attached to and made part of said Sewer Service Agreement, (Exhibit A to the Sewer Service Agreement) and the Sewer Service Agreement further provides that the City will provide sewer service to Assignor's real property identified on said map (Exhibit A to the Sewer Service Agreement), subject to the terms, conditions, promises, and covenants set forth in the said Sewer Service Agreement; and

WHEREAS, Assignor intends to transfer and convey certain parcels of its real property to Assignee, and a map showing the real property to be conveyed to Assignee is attached hereto, fully incorporated herein, and marked Exhibit B; and in contemplation of said transfer, Assignor wishes to assign over to Assignee all of Assignor's rights, title, interest, obligations and liabilities under the said Sewer Service Agreement as said Agreement affects and relates to the real property to be transferred to Assignee as outlined and identified in Exhibit B hereto.

This Instrument Recorded 47104 24 1983  
MARY L. CLARK, RECORDER, HAMILTON COUNTY, IND.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby grants, conveys, transfers and assigns to Assignee so much of Assignor's rights, title, interest, liabilities and obligations in the Sewer Service Agreement (Exhibit A hereto) as the same affects and applies to the real property outlined in Exhibit B hereto.

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It is understood and agreed by and between the parties hereto that Assignee shall in no way be liable or responsible for any obligations or duties under the Sewer Service Agreement (Exhibit A hereto), which affect and apply to real property owned by Assignor and which will not be conveyed and/or transferred to Assignee, and it is agreed that Assignee's sole liabilities, obligations, and duties under the said Sewer Service Agreement shall apply solely to the real property to be conveyed to Assignee as shown in Exhibit B hereto.

Assignee does hereby accept the assignment of Assignor's rights, title, interest, duties, liabilities and obligations in the Sewer Service Agreement (Exhibit A hereto), to the extent that the same applies to and affects the real property to be conveyed to Assignee as shown in Exhibit B and Assignee promises and agrees to perform and be bound by each and every term, condition, restriction, and covenant of the said Sewer Service Agreement as it effects and relates to the real property to be conveyed to Assignee as shown in Exhibit B.

This assignment is subject to the conveyance of the real property as shown in Exhibit B hereto from Assignor to Assignee.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this

30th day of June, 1982.

ATTEST:

James T. O'Brien  
James T. O'Brien, Secretary

THE SHOREWOOD CORPORATION "Assignor"

By Stanley E. Hunt  
Stanley E. Hunt, President

ATTEST:

James T. O'Brien  
James T. O'Brien, Secretary

THE CREEK LAND COMPANY, INC. "Assignee"

By Allan E. Rosenberg  
Allan E. Rosenberg, President

MISC. 190

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1982 JUN 30

STATE OF INDIANA )  
 ) SS:  
COUNTY OF Hamilton )

BOOK 190 PAGE 263  
BOOK 174 PAGE 579

Before me, a Notary Public in and for said county and State, personally appeared Stanley E. Hunt and Hayes T. O'Brien, the President and Secretary, respectively of The Shorewood Corporation, who, being duly sworn upon their oath, acknowledged the execution by them of the above and foregoing instrument to be the voluntary act and deed of The Shorewood Corporation.

Witness my hand and Notarial Seal this 30<sup>th</sup> day of June, 1982.

Nancy Martikka  
Notary Public  
Nancy Martikka

My Commission Expires 12-17-83  
My County of Residence Hamilton

MISC  
190

STATE OF INDIANA )  
 ) SS:  
COUNTY OF Hamilton )

This Instrument Recorded 12-30 1986  
Mary L. Clark, Recorder, Hamilton County, Ind.

Before me, a Notary Public in and for said county and State, personally appeared Allen E. Rosenberg and Hayes T. O'Brien, the President and Secretary, respectively of The Creek Land Company, Inc., who, being duly sworn upon their oath, acknowledged the execution by them of the above and foregoing instrument to be the voluntary act and deed of The Creek Land Company, Inc.

Witness my hand and Notarial Seal this 30<sup>th</sup> day of June, 1982.

Nancy Martikka  
Notary Public  
Nancy Martikka

My Commission Expires 12-17-83  
My County of Residence Hamilton

CHICAGO TITLE

This instrument prepared by Hayes T. O'Brien, Attorney at Law.

263

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BOOK 174 PAGE 559

CONSENT TO ASSIGNMENT OF LICENSE RIGHTS

THIS AGREEMENT, entered into this 11th day of MARCH, 1983, by and between Indianapolis Water Company ("IWC"), The Shorewood Corporation ("Shorewood") and The Creek Land Company, Inc. ("Creek"), all Indiana corporations, WITNESSES THAT:

WHEREAS, IWC owns Geist and Morse Reservoirs, located in Marion, Hamilton and Hancock Counties, Indiana ("Reservoirs"), and operates them for water supply purposes;

and  
This Instrument Recorded MAY 24 1983  
MARY L. CLARK, RECORDER, HAMILTON COUNTY, IND.

WHEREAS, on October 19, 1970, IWC and Shorewood executed a License Agreement ("License Agreement"), recorded on October 22, 1970, as Instrument No. 70-46985 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 70-2811 in the Office of the Recorder of Hancock County, Indiana, and recorded as Instrument No. 4863, in Book 121, in the Office of the Recorder of Hamilton County, Indiana ("License Agreement"), whereby IWC granted to Shorewood certain license rights to use the Reservoirs; and

WHEREAS, pursuant to paragraph 2 of the License Agreement, Shorewood has the privilege of installing and constructing marinas, boat docks and beaches for commercial use adjacent to the shore line of the Reservoirs, and Shorewood desires to assign said rights to Creek, a wholly owned subsidiary of Shorewood to which Shorewood has conveyed substantial parts of its land holdings at the Reservoirs.

CHICAGO TITLE

MISC. 174

559



NOW, THEREFORE, in consideration of the premises and mutual promises hereinafter set forth, the parties agree that:

1. IWC consents to the transfer from Shorewood to Creek of Shorewood's privilege, granted in paragraph 2 of the License Agreement, to install and construct marinas, boat docks and beaches for commercial use adjacent to the shore line of Geist or Morse Reservoir, subject to Creek's fulfillment of all obligations of such licensee under the License Agreement.

2. The specific license right permitted hereby to be assigned to Creek is personal to Creek. Creek may not assign said privilege or delegate any of its obligations under the License Agreement without first obtaining the written consent of IWC, and in the event of an approved delegation of its obligations, Creek shall remain entirely responsible for the fulfillment of all of the provisions of the License Agreement, unless a transfer of such responsibility is specifically provided for in the delegation documents and is approved by IWC in writing.

3. Creek agrees that it shall be bound by all of the terms, conditions and provisions contained in the said License Agreement. Creek shall do all things required of it by the the terms of the License Agreement, including, but not limited to, holding IWC harmless in the event that IWC, by reason of its status as owner or operator of the Reservoirs, becomes involved, through or on account of the

terms of this License Agreement, or through or on account of the activities of Creek, its grantees, successors in interest, invitees or permittees, or any of them, in any claim or litigation or other controversy in connection with the Reservoirs.

IN WITNESS WHEREOF, IWC, Shorewood and Creek have executed this Consent.

INDIANAPOLIS WATER COMPANY

By Raymond L. Williams  
Raymond L. Williams, President

THE SHOREWOOD CORPORATION

By Stanley E. Hunt  
Stanley E. Hunt, President

THE CREEK LAND COMPANY, INC.

By Allen E. Rosenberg  
Allen E. Rosenberg, President

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JUN 24 11 42 AM '83

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF HAMILTON)

This Instrument Recorded June 24 1983  
MARY L. CLARK, RECORDER, HAMILTON COUNTY, IND.

Before me, a Notary Public in and for said County and State, personally appeared Stanley E. Hunt the President of The Shorewood Corporation, who being duly sworn upon his oath, acknowledged the execution by him of the above and foregoing instrument to be the voluntary act and deed of The Shorewood Corporation.

Witness my hand and Notarial Seal this 30th day of June, 1983.

Nancy Marlikke  
Nancy Marlikke, Notary Public

My Commission Expires Dec. 17, 1983  
My County of Residence Hamilton

This Instrument prepared by Fred. E. Schelegel, Attorney at Law.

MISC 190

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ASSIGNMENT OF CERTAIN RIGHTS  
IN SEWER SERVICE AGREEMENT

BOOK 190 PAGE 246

THIS ASSIGNMENT, is made pursuant to a certain Plan of Complete Liquidation and Dissolution of The Marina Corporation (as such "Plan" is described in the Proxy Statement/Prospectus of The Marina Corporation, dated December 5, 1986) by The Marina Corporation, an Indiana corporation, (hereinafter referred to as "Assignor"), to The Marina Limited Partnership, an Indiana limited partnership, (hereinafter referred to as "Assignee"),

WITNESSETH:

WHEREAS, The Shorewood Corporation, an Indiana corporation, (hereinafter referred to as "the Original Assignor"), entered into a Sewer Service Agreement with the City of Indianapolis (hereinafter referred to as "the City"), on August 14, 1981, which Agreement was recorded in the Office of the Recorder, Marion County, Indiana, on August 27, 1981, as Instrument No. 81-54926 and which Agreement was also recorded in the Office of the Recorder, Hamilton County, Indiana, on August 26, 1981, in Book 166, pp. 408-416, as Instrument No. 26699, and a copy of said Sewer Service Agreement is attached hereto, fully incorporated herein, and is marked Exhibit A; and

CHICAGO TITLE

This Instrument Recorded 12-30 1986  
Mary L. Clark, Recorder, Hamilton County, Ind.

RECORDED HAMILTON CO. IN.

DEC 30 3 15 PM '86

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FOR RECORD

WHEREAS, the above referenced Sewer Service Agreement provides, among other things, that the Original Assignor may extend sanitary sewer lines to portions of its real property located in Hamilton County, Indiana, as shown on a map attached to and made part of said Sewer Service Agreement, (Exhibit A to the Sewer Service Agreement) and the Sewer Service Agreement further provides that the City will provide sewer service to the Original Assignor's real property identified on said map (Exhibit A to the Sewer Service Agreement), subject to the terms, conditions, promises, and covenants set forth in the said Sewer Service Agreement; and

WHEREAS, the Original Assignor has transferred and conveyed certain parcels of its real property to Assignor, and a map showing the real property conveyed to Assignor is attached hereto, fully incorporated herein, and marked Exhibit B; and, in contemplation of said transfer, the Original Assignor assigned over to Assignor all of the Original Assignor's rights, title, interest, obligations and liabilities under the said Sewer Service Agreement as said Agreement affects and relates to the real property transferred to Assignor, as outlined and identified in Exhibit B hereto, in an Assignment dated June 30, 1982, and recorded in the Office of the Recorder, Hamilton County, Indiana, on May 24, 1983, in Book 174, pp. 570-587, as Instrument No. 83-5576; and

CHICAGO TITLE

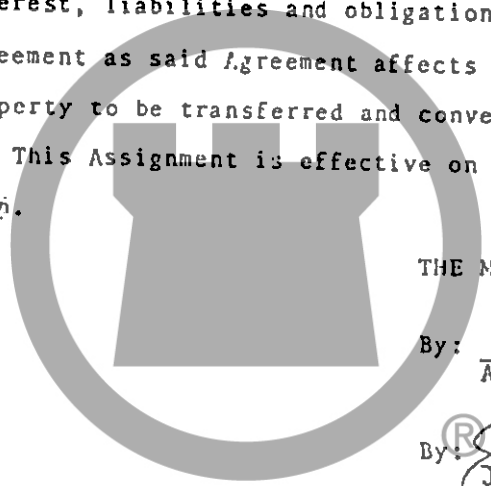
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MISC 190

WHEREAS, Assignor has, as of the effective date of this Assignment, transferred and conveyed all of its real property to Assignee, in contemplation of said transfer and conveyance, Assignor wishes to assign over to Assignee all of Assignor's rights, title, interest, obligations and liabilities under the said Sewer Service Agreement as said Agreement affects and relates to the real property to be transferred and conveyed to Assignee.

NOW, THEREFORE, pursuant to the Plan and in consideration of good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby grants, conveys, transfers and assigns to Assignee so much of Assignor's rights, title, interest, liabilities and obligation in the Sewer Service Agreement as said Agreement affects and relates to the real property to be transferred and conveyed to Assignee.

This Assignment is effective on the 30th day of December, 1987.



THE MARINA CORPORATION

By: Allen E. Rosenberg  
Allen E. Rosenberg, President

By: John L. Woolling  
John L. Woolling, Secretary

STATE OF Illinois }  
COUNTY OF Warrick } SS: CHICAGO TITLE

Before me, a Notary Public in and for the State of Illinois personally appeared Allen E. Rosenberg, the President of The Marina Corporation, who acknowledged the execution of the foregoing Assignment of Certain Rights in Sewer Service Agreement for and on behalf of The Marina Corporation.

248



Witness my hand and Notarial Seal this 24<sup>th</sup> day of December, 1986.

Debbie L. Cole  
Notary Public

Debbie L. Cole  
Printed

I am a resident of Marion County, Indiana

My commission expires: 1-31-89

STATE OF Indiana } SS:  
COUNTY OF Marion }

Before me, a Notary Public in and for the State of Indiana, personally appeared John L. Woolling, the Secretary of The Marina Corporation, who acknowledged the execution of the foregoing Assignment of Certain Rights in Sewer Service Agreement for and on behalf of The Marina Corporation.

Witness my hand and Notarial Seal this 30<sup>th</sup> day of December, 1986.

Debbie L. Cole  
Notary Public

Debbie L. Cole  
Printed

I am a resident of Marion County, Indiana

My commission expires: 1-31-89 (R)

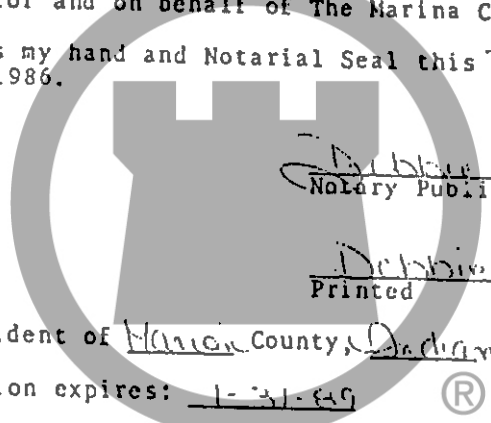
ACCEPTANCE

The Marina Limited Partnership hereby acknowledges, accepts and agrees to the foregoing.

MAISON

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MISC 190

Dated this 30th day of December, 1986. BOOK 190 PAGE 250

THE MARINA LIMITED PARTNERSHIP

By: Allen E. Rosenberg  
Allen E. Rosenberg, President  
of The Marina II Corporation,  
the General Partner of The  
Marina Limited Partnership

STATE OF Indiana }  
COUNTY OF Marion } SS:

Before me, a Notary Public in and for the State of Indiana  
personally appeared Allen E. Rosenberg, the President of The  
Marina II Corporation, the General Partner of The Marina  
Limited Partnership, who acknowledged the execution of the  
foregoing Acceptance to Assignment of Certain Rights in Sewer  
Service Agreement for and on behalf of The Marina Limited  
Partnership.

Witness my hand and Notarial Seal this 30th day of  
December, 1986.

Debbie J. Cole  
Notary Public

Debbie L. Cole  
Printed

I am a resident of Marion County, Indiana

My commission expires: 1-31-87

This instrument was prepared by Russell Cox, attorney at law,  
9109 Keystone Crossing, Indianapolis, Indiana.

This instrument Recorded 12-30-1986  
Mary L. Clark, Recorder, Marion County, Ind.

CHICAGO TITLE

250