

DEED OF DEDICATION

BLUE SKY CASINO, LLC, d/b/a FRENCH LICK RESORT, OWNERS AND DEVELOPERS OF THE HEREIN DESCRIBED SUBDIVISION AND REAL ESTATE SHOWN AND DESCRIBED HEREIN, HEREBY CERTIFY THAT THEY HAVE LAID OFF, PLATTED AND SUBDIVIDED, AND DO HEREBY LAID OFF, PLAT AND SUBDIVIDE, SAID REAL ESTATE IN ACCORDANCE WITH THE WITHIN PLAT.

THIS SUBDIVISION IS KNOWN AND DESIGNATED AS KLONDIKE SUBDIVISION, ALL EASEMENTS AND ROADWAYS SHOWN AND NOT HERETOFORE DEDICATED, ARE HEREBY DEDICATED TO THE PUBLIC. FRONT YARD BUILDING LINES ARE HEREBY ESTABLISHED AS SHOWN ON THIS PLAT, BETWEEN WHICH LINES AND THE PROPERTY LINES OF THE STREET, THERE SHALL BE ERECTED OR MAINTAINED NO BUILDING OR STRUCTURE.

THERE ARE STRIPS OF GROUND AS SHOWN ON THIS PLAT AND MARKED "PUBLIC UTILITY AND DRAINAGE EASEMENT" RESERVED FOR THE USE OF UTILITIES AND FOR THE INSTALLATION OF WATER AND SEWER MAINS, SURFACE DRAINAGE, POLES, DUCTS, LINES AND WIRES, SUBJECT AT ALL TIMES TO THE PROPER AUTHORITIES AND TO THE EASEMENTS HEREIN RESERVED. NO PERMANENT OR OTHER STRUCTURES AND OR FENCES ARE TO BE ERECTED OR MAINTAINED UPON SAID STRIPS OF LAND, BUT OWNERS OF LOTS IN THIS SUBDIVISION SHALL TAKE THEIR TITLES SUBJECT TO THE RIGHTS OF THE UTILITIES.

THE RESTRICTIVE COVENANTS SHALL BE AS FOLLOWS:

The described real estate shall be subject to and must meet the following protective covenants which shall run with the land and remain binding on all parties and persons claiming under them. Should any party hereto, their heirs or assigns violate or attempt to violate any protective covenant herein, it shall be lawful for any person or persons holding any part of the real estate herein to sue in equity and at law to enforce the protective covenant and either to prevent said person or persons from so doing or to recover damages for such violations. The prevailing party in litigation shall receive its reasonable attorney fees and costs from the non-prevailing party.

Solid restrictions, covenants, and protective covenants, being a part of said plat, are as follows:

- Each lot shall be used for owner occupied residential purposes only.
- All utilities are to be installed and remain underground.
- No dwelling or accessory building shall have exposed on its exterior any concrete or other blocks, asbestos, tile, paper, or asphalt siding.
- Any and all buildings not attached to the dwelling must use the same approved roof and siding materials of the existing structure and not detract from the overall appearance of the dwelling.
- No lot shall be subdivided by the owner or owners for the purpose of creating two (2) or more lots.
- No natural water or drainage course or surface drainage course shall be altered so as to adversely affect any adjoining lot or lots. The maintenance of waterways across lots shall be at the owner's expense.
- No dwelling or accessory building shall be located on any lot nearer to the lot line shown on the plat or nearer than fifteen (15) feet to the interior lot line except that if two (2) or more adjoining lots are owned by the same individual or individuals, a building may be placed across the common interior lot line so long as such building does not cross or interfere with an existing or planned easement.
- No lot shall be used or maintained as a dumping ground for rubbish, nor may garbage or rubbish be buried on such lots. Rubbish, garbage and other waste shall be kept in sanitary containers and removed from the premises within a reasonable time. Improper disposal of any toxic substance is prohibited.
- Owners of dwelling(s) shall be required to maintain their dwelling(s) and lot(s) at their own expense, and shall be required to provide adequate off-street parking facilities for the vehicles of all occupants and guests of each residence.
- No vehicles shall be parked on the street or in the lawn between dwelling and street and the owner of any lot shall provide adequate off-street parking facilities for the vehicles of all occupants and guests of each residence.
- All trash shall be kept in sanitary containers and out of sight and under cover except on days of trash collection.
- All equipment and containers for storage or disposal of such material shall be kept in a clean, sanitary and functional condition. No trash shall be burned on the premises, except for construction debris, fallen trees and tree felled due to construction. No yard incinerator for the disposal and burning of trash is permitted.
- No animals, livestock, or poultry of any kind shall be raised, bred, or kept on said lot, except that dogs, cats, or other normally recognized household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and do not constitute a nuisance or interfere with the used by other owners of their lots.
- No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood. The keeping of poultry, cows, goats, hogs, horses or livestock of any nature is strictly prohibited. Dogs and cats shall be permitted at each residence.
- All lot owners shall take steps necessary to prevent erosion of the soil of his/her lot(s). All areas designed for drainage located along side and rear lot lines shall be preserved and not obstructed.
- No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon any or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot. Fuel storage tanks (above and below ground) are prohibited.
- On a corner lot nothing shall be erected, placed, planted, or allowed to grow in such a manner as to materially impede vision between a height of 2 1/2 and 10 feet above the centerline grades of the intersecting streets. In the area bounded by the street right-of-way of the corner lot and a line joining two points on the street right-of-ways lines 35 feet from the point of their intersection.
- Bared wire and above ground electric fences are prohibited. Split-rail or any other decorative fence is allowed. However, fencing shall be sighted, oriented, and landscaped to produce harmonious relationship of buildings and grounds to adjacent buildings and property.

18. The erection of signs is prohibited. No sign of any kind shall be displayed on any lot excepted for one sign of not more than five square feet advertising the property for sale. All signs must be of professional quality.

19. CAFO (concentrated animal feeding operations) is prohibited on lots.

20. The collection of refuse such as unlicensed vehicles, vehicles that are unable to move under own power, stoves, parts, etc. are prohibited. Any person's property that appears unkempt or unsightly is in violation of this Covenant.

21. Not more than one (1) house can be built on any one (1) lot.

22. Residents who own motor homes, camping trailers and boats should park or store such in a manner as not to distract from the total visual impression and environment which is consistent with the environment of the neighborhood.

23. Five (5%) of the width of the lot(s) must be retained in grass next to the adjoining property line on either side, and front and back of lot(s).

24. All lots are subject to any and all easements, as shown on the plat.

25. In addition to the rights granted in paragraph 26 below, for the first three (3) years after purchase by owner of the lot and improvements, the Developer retains the option to repurchase any lot, including improvements, if any, from the owner of the lot and improvements, in the event the owner determines to sell the lot, the purchase price shall be the fair market value of the lot and improvements, as determined by a licensed appraiser, to be paid to the owner of the lot and improvements. The Developer shall have the right to exercise the option to repurchase the lot and improvements for a period of seven (7) days after receipt of written notice of intent to sell. At the expiration of the seven (7) days, the option to repurchase shall expire.

26. After the expiration of the three (3) year option period to purchase stated in paragraph 25 above, the Developer has the right of first refusal for purchase of any lot (including improvements, if any) from the owner of the lot and improvements. Upon receipt of the bona fide written offer for purchase, the owner shall convey in writing a true and accurate copy of such offer to Developer who shall have seven (7) days within which to give notice to the owner of Developer's intention to meet the offer to purchase. If Developer does not act within seven (7) days, then the owner may proceed to sell to the offeror.

WITNESS MY HAND AND SEAL THIS 19th DAY OF September, 2024.

OWNER & DEVELOPER.

STATE OF INDIANA, ORANGE COUNTY, SS
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE
AND RESIDING IN ORANGE COUNTY, INDIANA, THIS 19th DAY OF September 2024, PERSONALLY
APPEARED Gregory J. Ridgway OWNER AND DEVELOPER AND AS SUCH
ACKNOWLEDGED THE EXECUTION OF THE DEED OF DEDICATION.

WITNESS MY HAND AND NOTARIAL SEAL, MY COMMISSION EXPIRES July 1, 2030



NORTH

NOW OR FORMERLY - BLUE SKY CASINO, LLC
(FORMERLY FRENCH LICK REAL ESTATE HOLDINGS, LLC)
INSTRUMENT NO. 061760

AMENDED FINAL PLAT of KLONDIKE SUBDIVISION

EXISTING 16" WATER LINE EASEMENT

NORTHWEST CORNER OF THE SW/4 OF THE SE/4

N 89° 32' 37" E, 1304.70' (Quarter - Quarter Line Distance)

NORTHWEST CORNER OF THE SW/4 OF THE SE/4

OWNER AND DEVELOPER

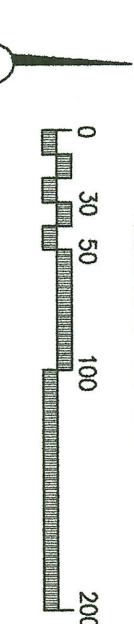
LAND SURVEYOR

George S. Ridgway

Cook Group, Inc.

500 North Profile Park

Bloomington, Indiana 47404



1" = 80'

NOW OR FORMERLY - BLUE SKY CASINO, LLC
(FORMERLY FRENCH LICK REAL ESTATE HOLDINGS, LLC)
INSTRUMENT NO. 061760

N 00° 19' 48" W, 1327.69' (Quarter-Quarter Section Line Distance)

N 00° 19' 48" W, 636.07' (Subdivision Boundary Limits)

N 00° 00' 00" E, 636.00' (Subdivision Boundary Limits)

N 00° 00' 00" E, 636.00' (Subdivision Boundary Limits)

N 90° 00' 00" E, 332.91' (Subdivision Boundary Limits)

N 00° 19' 48" W, 526.97' (Subdivision Boundary Limits)

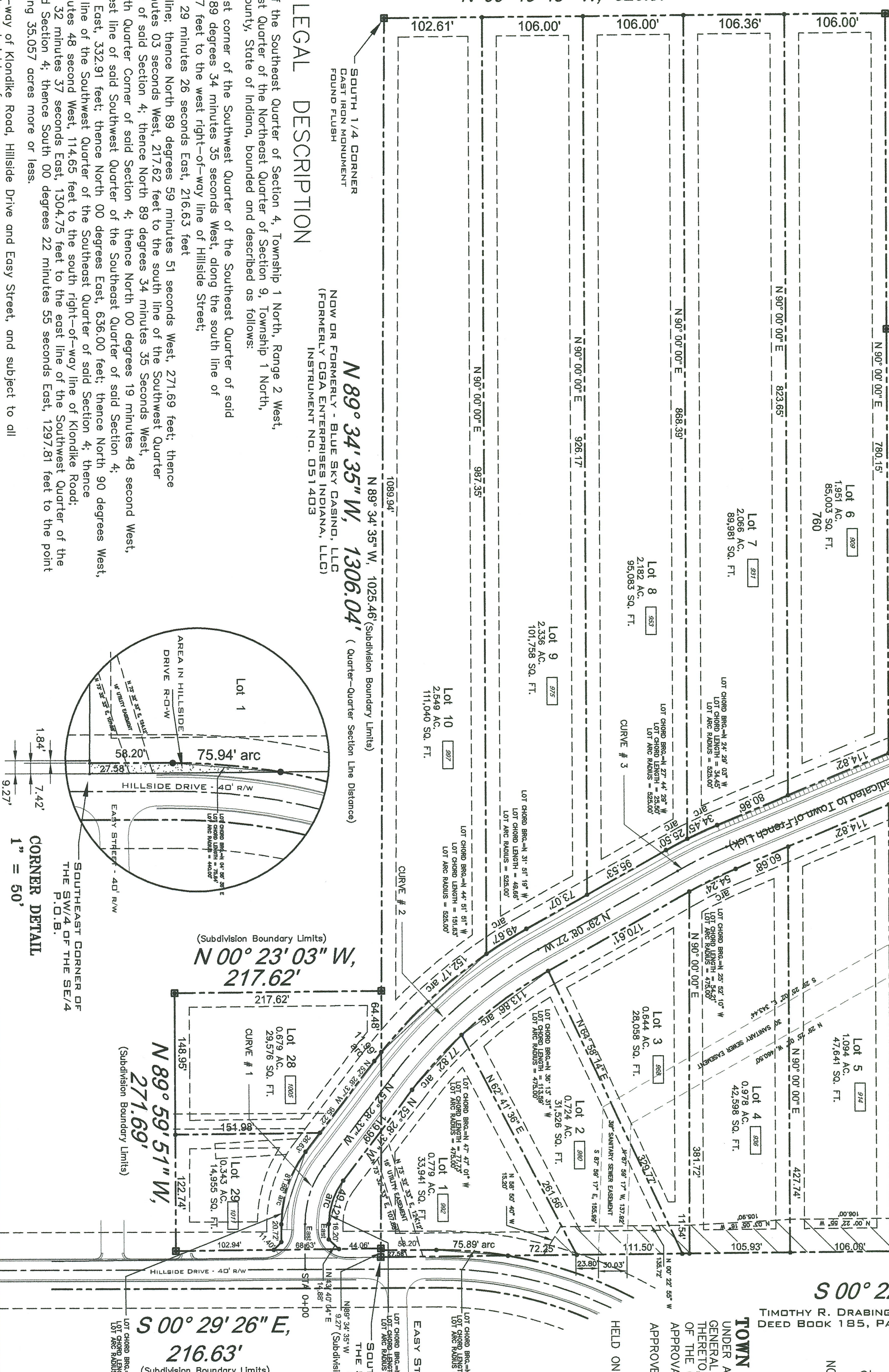
LEGAL DESCRIPTION

The Southwest Quarter of the Southeast Quarter of Section 4, Township 1 North, Range 2 West, Orange County, State of Indiana, bounded and described as follows:

Beginning at the Southeast corner of the Southwest Quarter of the Southeast Quarter of said Section 4; thence North 89 degrees 34 minutes 35 seconds West, along the south line of said Quarter Quarter, 9.27 feet to the west right-of-way line of Hillside Street;

thence South 00 degrees 29 minutes 26 seconds East, 216.63 feet;

along said right-of-way line; thence North 89 degrees 59 minutes 51 seconds West, 271.69 feet; thence North 00 degrees 23 minutes 03 seconds West, 217.62 feet to the south line of the Southwest Quarter of the Southwest Quarter of said Section 4; thence North 00 degrees 19 minutes 48 seconds West, 1,025.46 feet to the South Quarter Corner of said Section 4; thence North 90 degrees 19 minutes 48 seconds East, 526.97 feet along the west line of said Southwest Quarter of the Southwest Quarter of said Section 4; thence North 90 degrees East, 332.91 feet; thence North 00 degrees East, 636.00 feet; thence North 90 degrees West, 336.57 feet to the west line of the Southwest Quarter of the Southwest Quarter of said Section 4; thence North 89 degrees 19 minutes 48 seconds West, 114.65 feet to the south right-of-way line of Klondike Road; thence North 89 degrees 32 minutes 37 seconds East, 1304.75 feet to the east line of the Southwest Quarter of the Southwest Quarter of said Section 4; thence South 00 degrees 22 minutes 55 seconds East, 1297.81 feet to the point of beginning and containing 35,057 acres more or less.



TIMOTHY R. DRABING, ET UX.
DEED BOOK 185, PAGE 652

HORIZONTAL CURVE DATA AT CENTERLINE

HORIZONTAL CURVE DATA (CURVE # 1)

HORIZONTAL CURVE DATA (CURVE # 2)

HORIZONTAL CURVE DATA (CURVE # 3)

HORIZONTAL CURVE DATA (CURVE # 4)

HORIZONTAL CURVE DATA (CURVE # 5)

NOTE: This survey was conducted in accordance with Sections 1 through 30 of 665 IAC 1-12.

GEORGE S. RIDGWAY, REG. NO. 50493

NOTE: This survey was conducted in accordance with Sections 1 through 30 of 665 IAC 1-12.

APPROVED BY THE TOWN COUNCIL OF FRENCH LICK, FOR ANNEXATION

HELD ON THE 19th DAY OF August, 2024.

MEMBERS OF THE TOWN COUNCIL:

Mayor: Mark A. Nobile

Mayor Pro Tem: Mark A. Nobile

Mayor Elect: Mark A. Nobile

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SITE DATA

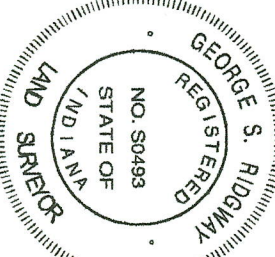
NUMBER OF LOTS: 26
TOTAL ACRES IN SUBDIVISION: 35.057 AC.

SETBACK DIMENSIONS

FRONT YARD: 25 FEET
REAR YARD: 25 FEET
SIDE YARD: 5 FEET

SURVEYOR'S CERTIFICATE

I, GEORGE S. RIDGWAY, L.S., HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY DIRECTED BY ME, HEREON KNOWER 20.2023 THAT ALL MONUMENTS SHOWN HEREON ACCURATELY EXIST, AND THAT THE LOCATION, SIZE, TYPE AND MATERIAL OF SAID MONUMENTS ARE ACCURATELY SHOWN. THAT THIS PLAT WAS AMENDED AND REVISED ON 9-4-2024.



VICINITY MAP

SCALE: 1" = APPROX. 2000'

