



EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

Instructions for completing the EDS are on the back of this form.

- 1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

RECEIVED NOV 21 2016 SH IDDA CONTRACTS

1. EDS Number: E3-5-ME240
2. Date prepared: 5/11/2016

3. CONTRACTS & LEASES
Professional/Personal Services
Grant
Lease (checked)
Attorney
MOU
QPA
Contract for procured Services
Maintenance
License Agreement
Amendment# 1 (checked)
Renewal #
Other

FISCAL INFORMATION
4. Account Number
5. Account Name
6. Total amount this action: \$0.00
7. New contract total: 0.00
8. Revenue generated this action: \$18,000.00
9. Revenue generated total contract: \$630,000.00
10. New total amount for each fiscal year

TIME PERIOD COVERED IN THIS EDS
11. From (month, day, year): 2/18/2015
12. To (month, day, year): 2/17/2050
13. Method of source selection: Bid/Quotation, Emergency, Negotiated, Special Procurement, RFP#, Other (checked), PROSPECTUS

35. Will the attached document involve data processing or telecommunications system Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes): IC 14-18-2

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)
The State executed a long term lease with the vendor, Pavilion Partners, LLC, for expansion, operation, and maintenance of the beach Pavilion at Indiana Dunes State Park. This Amendment #1 is to add language to meet the needs of the National Park Service for a Public Facilities Designation and to revise the legal description as a result of a change in the design plans.

38. Justification of vendor selection and determination of price reasonableness: DNR published a prospectus pursuant to IC 14-18-2 and the vendor was the successful proposer. There are no costs associated with this Amendment #1.
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39. If this contract is submitted late, please explain why. (Required if more than 30 days late.) OAG-ADVISORY

40. Agency fiscal officer or representative approval: [Signature]
41. Date Approved: 11/4/16
42. Budget agency approval: [Signature]
43. Date Approved: 11-22-16
44. Attorney General's Office approval: [Signature]
45. Date Approved: 12-12-16
46. Agency representative receiving from AG
47. Date Approved

AGENCY INFORMATION
14. Name of agency: Natural Resources
15. Requisition Number:
16. Address: IDNR, Div. Of State Parks/Res, Indiana Dunes State Park, 1600 N 25 E, CHESTERTON, IN 46304-9113

AGENCY CONTACT INFORMATION
17. Name: Joe Hoage
18. Telephone #: 317/234-3869
19. E-mail address: jhoage@dnr.in.gov

COURIER INFORMATION
20. Name: Jennifer Cook
21. Telephone #: 317-232-4108
22. E-mail address: jcook@dnr.in.gov

VENDOR INFORMATION
23. Vendor ID #: 0000314598
24. Name: PAVILION PARTNERS LLC
25. Telephone #: 219-464-8416
26. Address: 212 LINCOLNWAY, VALPARAISO, IN 46383
27. E-mail address: cwilliams@elegant.com

28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) X Yes No
29. Primary Vendor: M/WBE/IN-Vetera
Minority: Yes No (checked)
Women: Yes No (checked)
IN-Veteran: Yes No (checked)
30. Primary Vendor Percentages: 100.0 %

31. Sub Vendor: M/WBE/IN-Vetera
Minority: Yes No (checked)
Women: Yes No (checked)
IN-Veteran: Yes No (checked)
32. If yes, list the %:
Minority: %
Women: %
IN-Veteran: %
33. Is there Renewal Language in X Yes No
34. Is there a "Termination for Convenience" clause in the document? Yes No (checked)



**STATE OF INDIANA
DEPARTMENT OF NATURAL RESOURCES
AMENDMENT # 1
LEASE AGREEMENT
WITH
PAVILION PARTNERS LLC
EDS # E3-5-ME240**

This is an Amendment to the Lease Agreement with Pavilion Partners LLC (the “Agreement”) entered into by and between the Department of Natural Resources of the State of Indiana (“Lessor”) and Pavilion Partners LLC (“Lessee”) approved by the last State signatory on February 26, 2015.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

1. The following paragraph is added to Preamble Section of the Agreement, inserted as the fifth full paragraph:

WHEREAS, the Park and Pavilion have been assisted under the Land and Water Conservation Fund Act (“LWCFA”) and are subject to 54 U.S.C. 200305(f) which requires each to be operated and maintained primarily for the purpose of supporting public outdoor recreation use in perpetuity.

2. The second sentence of Section 3.01(d) shall be amended to read as follows:

The size of the facilities shall be agreed upon by the Lessee and the Lessor during the initial design process for the remodeling and expansion of the existing Pavilion.

3. The last sentence of Section 3.06 shall be amended to read as follows:

The form of all brochures, displays and other advertising and other similar matter to be used in connection with the operation of the properties, including any signs approved by the Lessor in or on the Leased Real Estate, shall indicate that the Leased Real Estate is a publicly owned, outdoor recreation facility operated by the Lessee.

4. The following section shall be inserted into Section 5.04:

Preservation of Environment

The Parties agree that the Leased Real Estate shall be operated in compliance with the LWCFA and implementing guidelines found in 36 CFR 59. In the event a 6(f)(3) conversion is deemed necessary or to have occurred, the Lessor will be responsible for securing the necessary appraisals and purchasing suitable replacement property. Any literature, advertising and signage provided by the Lessee will provide that the Leased Real Estate is a publicly owned, outdoor recreation facility operated by the Lessee.

5. The first sentence of Section 9.01 shall be amended as follows:

The Leased Real Estate shall be occupied and used solely for the purpose of conducting the business of operating the business as described in Section 3.01 “Scope of Lease” of this Agreement and

other related services approved by the Department of Natural Resources or Property Manager, as applicable.

6. Section 14.17(e) shall be amended to read as follows:

If the Lessee terminates this Lease as a result of items described in Section 5.19(a)(1), including, without limitation, no longer being able to sell alcohol, significant changes in Park hours, failure by the Lessor to comply with the 6(f)(3) conversion process if required by the National Park Service under the LWCFR, or any other event or occurrence that prevents Lessee from operating its business on the Leased Real Estate as intended by the Lessee as contemplated in Section 3.01, then Lessee shall receive Just Compensation as specified in Section 5.19(a)(1).

7. All matters set forth in the original Lease and not affected by this Amendment #1 shall remain in full force and effect.

[Remainder of page left blank]

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Leasing Party, or that the undersigned is the properly authorized representative, agent, member or officer of the Leasing Party. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Lessee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Amendment other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Amendment, the Lessee attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

In Witness Whereof, Lessee and the Lessor have, through their duly authorized representatives, entered into this Amendment. The parties, having read and understood the foregoing terms of this Amendment, do by their respective signatures dated below agree to the terms thereof.

LESSOR: State of Indiana by its Department of Natural Resources

Cameron F. Clark
Cameron F. Clark, Director

11/1/16
Date

STATE OF INDIANA }
 } SS:
COUNTY OF MARIAN }

Before the undersigned, a Notary Public in and for said County and State, on this 1st day of November, 2016, personally appeared Cameron F. Clark of the Department of Natural Resources of the State of Indiana, and on behalf of the Lessor acknowledged its execution of the foregoing Amendment to the Lease Agreement to be his voluntary act and deed.

Witness my hand and Notarial Seal:

Cheryl Ann Hampton
Notary Public

Cheryl Ann Hampton
Printed Name

My Commission expires:

April 14, 2017

County of residence:

Morgan

Lessee: Pavilion Partners, LLC

[Signature]
Charles L. Williams

Date 10-25-16

Charles L. Williams
Printed Name

manager
Title

STATE OF INDIANA
COUNTY OF Porter

}
} SS:
}

Before the undersigned, a Notary Public in and for said County and State, on this 25th day of Oct, 2016, personally appeared CHARLES L. WILLIAMS who is a manager of the Lessee, and on behalf of the Lessee acknowledged its execution of the foregoing Amendment to the Lease Agreement to be his voluntary act and deed.

Witness my hand and Notarial Seal:

Ingrid Huffine
Notary Public

Ingrid Huffine
Printed Name

My Commission expires:

May 6, 2022

County of residence:

LaPorte

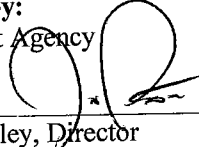


Approved by:
Department of Administration

By:  (for)
Jessica Robertson, Commissioner

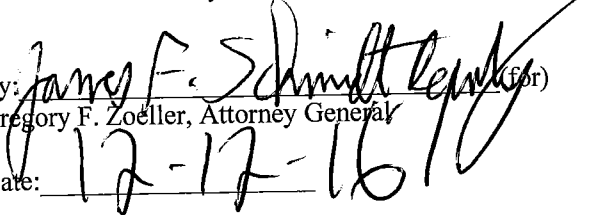
Date: 11/21/2016

Approved by:
State Budget Agency

By:  (for)
Brian E. Bailey, Director

Date: 11-22-16

Approved as to Form and Legality:
Office of the Attorney General

By:  (for)
Gregory F. Zoeller, Attorney General

Date: 12-17-16

State Land Office:

Return recorded instrument to:
Indiana Department of Natural Resources
Division of Land Acquisition
402 W. Washington Street, Room W261
Indianapolis, Indiana 46204

This instrument was prepared by Joe Hoage, General Counsel with the Indiana Department of Natural Resources, who affirms, under the penalties for perjury, that he has taken reasonable care to redact each Social Security number in this document, unless required by law." Joe Hoage, Indiana Department of Natural Resources.