

RETURN TO:

Northern Indiana Public Service Company LLC  
801 E. 86<sup>th</sup> Ave.  
Merrillville, IN 46410  
Attn: Real Estate Department

Tax ID No: \_\_\_\_\_

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### WARRANTY DEED

THIS INDENTURE WITNESSETH, Northern Indiana Public Service Company LLC, formerly known as Northern Indiana Public Service Company, the **Grantor**, Conveys and Warrants to the Town of Munster, the **Grantee**, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the real estate located in North Township, Lake County, in the State of Indiana, and being more particularly described in the legal description attached hereto as Exhibit "A" and depicted upon the Right of Way Parcel Plat attached hereto as Exhibit "B", both of which exhibits are incorporated herein by reference and referred to as the "Real Estate," but under the terms and conditions and reservations provided for under this Warranty Deed (this "Deed").

Subject to the subordination of Grantor's interest, use, rights, and possession of the Real Estate described below, GRANTOR HEREBY RESERVES an easement for the exclusive right to perform the following under, upon, on, over, across and through the Real Estate (the "Easement"):

1. construct, erect, install, operate, maintain, replace (within the Easement Area as defined below), repair, alter the size of, remove, renew, replace or abandon (in place) towers and poles and to string, wires, cables, conductors, grounds, anchor and guy wires, fiber optic, pull boxes and other necessary equipment upon and between such towers and poles, and to also construct, install, operate, maintain, replace, repair, alter the size of, remove, renew, replace or abandon underground ducts and conduits, underground wires, cables, conductors, manholes, pads for transformers with transformers located thereon and other necessary appurtenances and to also construct, install, operate, maintain, replace, repair, alter the size of, remove, renew, replace or abandon one or more pipelines, gas mains, underground ducts and conduits, splice boxes, bond boxes markers and test terminals and other appurtenances and equipment, together with valves, service lines, service connections and lateral connections installed for transporting gas with associated fluids, or other substances that can be transported through pipelines, and appurtenant facilities including, but not limited to, cathodic protection, hydrate removal systems and underground gas data acquisition and gas communication facilities (collectively, the "NIPSCO Facilities");

2. construct, operate, maintain, replace, repair, alter the size of, and remove or abandon underground communication systems for the transmission of video, data and voice communications, with appurtenant facilities, including, without limitation, conduits, cables, equipment, splicing boxes, wires, cathodic protection, and fiber optics cable;

3. ingress to and egress from the Easement Area by means of existing or future roads and other reasonable routes and the Real Estate and on Grantor's adjoining lands;

4. exercise all other rights necessary or convenient for the full use and enjoyment of the rights herein granted, including the right from time to time to: (a) clear the Easement Area of all obstructions and (b) clear, cut, trim and remove any and all vegetation, trees, undergrowth and brush and overhanging branches from the Easement Area by various means, including the use of herbicides approved by the State of Indiana or the United States Environmental Protection Agency (or successor-in-duty).

The NIPSCO Facilities are to be located within the limits of the permanent right of way further described on Exhibit C attached hereto and incorporated herein (the "Easement Area"). The Easement Area is shown on Exhibit C attached hereto and incorporated herein.

Grantor hereby approves the construction, repair, maintenance and replacement of the roadway, sidewalk, pathway, utility and landscaping improvements depicted on Exhibit D and further described on Exhibit E attached hereto and incorporated herein (the "Roadway Improvements"). The Roadway Improvements are a portion of a proposed larger development project described in in that certain Memorandum of Understanding on Exhibit E attached hereto and incorporated herein, by and among Grantor, Grantee and Spin Munster, LLC dated ENTER DATE. Grantor acknowledges and agrees that Grantee may utilize and have (i) vehicles and heavy equipment not exceeding Federal Department of Transportation gross and axle loads (20,000 pounds per axle and 80,000 pounds gross load; and (ii) agricultural equipment and machinery permitted under the Federal Department of Transportation guidelines, including but not limited to, RV mobile homes and trucks, cross over, park or stand within the Easement Area. If Grantor needs said vehicles and other items to be moved temporarily from the Easement Area for access to, the construction, maintenance, operation, replacement, alteration of size or repair of the NIPSCO Facilities or appurtenances constructed within the Easement Area, it will notify Grantee within a reasonable time of such need, and Grantee shall have the requested vehicles or any other items removed immediately. Grantee will ensure that Grantee's agents, employees, invitees, contractors and subcontractors will not utilize or have (i) vehicles or heavy equipment exceeding Federal Department of Transportation gross and axle loads (20,000 pounds per axle and 80,000 pounds gross load); and (ii) agricultural equipment and machinery not permitted under the Federal Department of Transportation guidelines, crossing over, parked or standing with the Easement Area. Use that exceeds the Federal Department of Transportation guidelines requires Grantor's advance written consent, which consent shall not unreasonably be withheld, but may be conditioned.

The Grantee may use and enjoy the Easement Area, to the extent such use and enjoyment does not interfere with Grantor's rights reserved under the Easement. Except for the construction, repair, maintenance and replacement of the Roadway Improvements: (a) Grantee shall not construct or permit to be constructed or place any structure, including but not limited to, mobile homes, dwellings, garages, out-buildings, pools, decks, man-made bodies of water, trees, shrubbery, leach beds, septic tanks, on or over the Easement Area, or any other obstructions on or over Easement Area that will, in any way, interfere with the access to, construction, maintenance, operation, replacement, alteration of size or repair of the NIPSCO Facilities or appurtenances constructed under Grantor's rights reserved under the Easement; (b) Grantee will not change the depth of cover or conduct grading operations within the Easement Area; (c) Grantee shall not construct or permit to be constructed or place any unapproved fences, unapproved roads, passageways or trails (gravel or paved) within the Easement Area; (d) Grantee will not engage in, and will not permit, the dumping of refuse or waste, or the storage of any materials of any kind; and (e) Grantee will not engage in, and will not permit, the operation of any heavy machinery or equipment over the Easement Area, without the written consent of the Grantor. Grantee will not cause, and will not permit any third parties to cause, the Easement Area to be covered by standing water, except in the course of normal seasonal irrigation.

With regard to the Easement Area, Grantee will assume all risk, liability, loss, cost, damage, or expense for any and all pollutants, contaminants, petroleum, hazardous substances and endangerments on or under the Easement Area, except those which result from Grantor's use of and activities on the Easement Area. Grantor will give Grantee written notice of any claim, demand, suit or action arising from any pollutants, contaminants, petroleum, hazardous substances and endangerments on or under the Easement Area within ten (10) business days from the date that Grantee becomes aware of such claim, demand, suit or action.

Grantor and Grantee agree that, except to the extent caused by the acts or omissions of the Grantor or its representatives and contractors, the Grantor shall not be liable for, and is hereby released from, any and all claims, damages, losses, judgements, suits, actions and liabilities, whether arising during, prior to or subsequent to the term of this Easement, related to the presence of pollutants, contaminants, petroleum, hazardous substances or endangerments in, beneath or along the Easement Area.

The Real Estate conveyed herein is conveyed in fee simple. Grantee acknowledges and agrees that the Roadway Improvements will be completed by the Grantee or its successors and assigns in accordance with that certain Memorandum of Understanding on Exhibit E attached hereto and incorporated herein, by and among Grantor, Grantee and SPIN Munster, LLC dated ENTER DATE and their respective successors and assigns). This acknowledgment and agreement is a covenant running with the land and will be binding upon the Grantor and Grantee and their respective successors and assigns.

The Grantee assumes and agrees to pay the 20\_\_ payable 20\_\_ real estate taxes and assessments on the above described real estate, if any.

The Grantor herein and its successors shall warrant and defend the title to the Property to Grantee, its successors and assigns, against the lawful claims and demands of all persons claiming by, through or under the Grantor, but none other.

SIGNATURE PAGES FOLLOW

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, the Grantor has duly executed this Warranty Deed as of the date provided above.

**NORTHERN INDIANA PUBLIC SERVICE COMPANY LLC**

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

Title: \_\_\_\_\_

STATE OF INDIANA            )  
  ) SS.  
COUNTY OF \_\_\_\_\_ )

BE IT REMEMBERED that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for said county and state aforesaid, personally appeared Grantor, Town of Munster, Lake County, Indiana by \_\_\_\_\_, its \_\_\_\_\_ who acknowledged the execution of the foregoing Warranty Deed, and who, having been duly sworn, stated that any representations contained herein are true.

WITNESS my hand and notarial seal the day and year first above written.

Sign Name \_\_\_\_\_

Print Name \_\_\_\_\_(SEAL)  
  Notary Public

My Commission Expires \_\_\_\_\_

A Resident of \_\_\_\_\_ County, Indiana

IN WITNESS WHEREOF, the Grantee has duly executed this Warranty Deed as of the date provided above.

**TOWN OF, MUNSTER**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF INDIANA        )  
  ) SS.  
COUNTY OF \_\_\_\_\_ )

BE IT REMEMBERED that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for said county and state aforesaid, personally appeared Grantee, Town of Munster, Lake County, Indiana by \_\_\_\_\_, its \_\_\_\_\_ who acknowledged the execution of the foregoing Warranty Deed, and who, having been duly sworn, stated that any representations contained herein are true.

WITNESS my hand and notarial seal the day and year first above written.

Sign Name \_\_\_\_\_  
Print Name \_\_\_\_\_ (SEAL)  
  Notary Public

My Commission Expires \_\_\_\_\_  
A Resident of \_\_\_\_\_ County, Indiana

**Mail tax statements to:**

This instrument prepared by: Kathryn Bryan, Legal Counsel. "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." Kathryn Bryan, Legal Counsel.

Exhibit A

**Legal Description of the Real Estate**

Exhibit B

**Right of Way Parcel Plat**

Exhibit C

**Permanent Right of Way (the “Easement Area”)**

Exhibit D

**The “Roadway Improvements”**

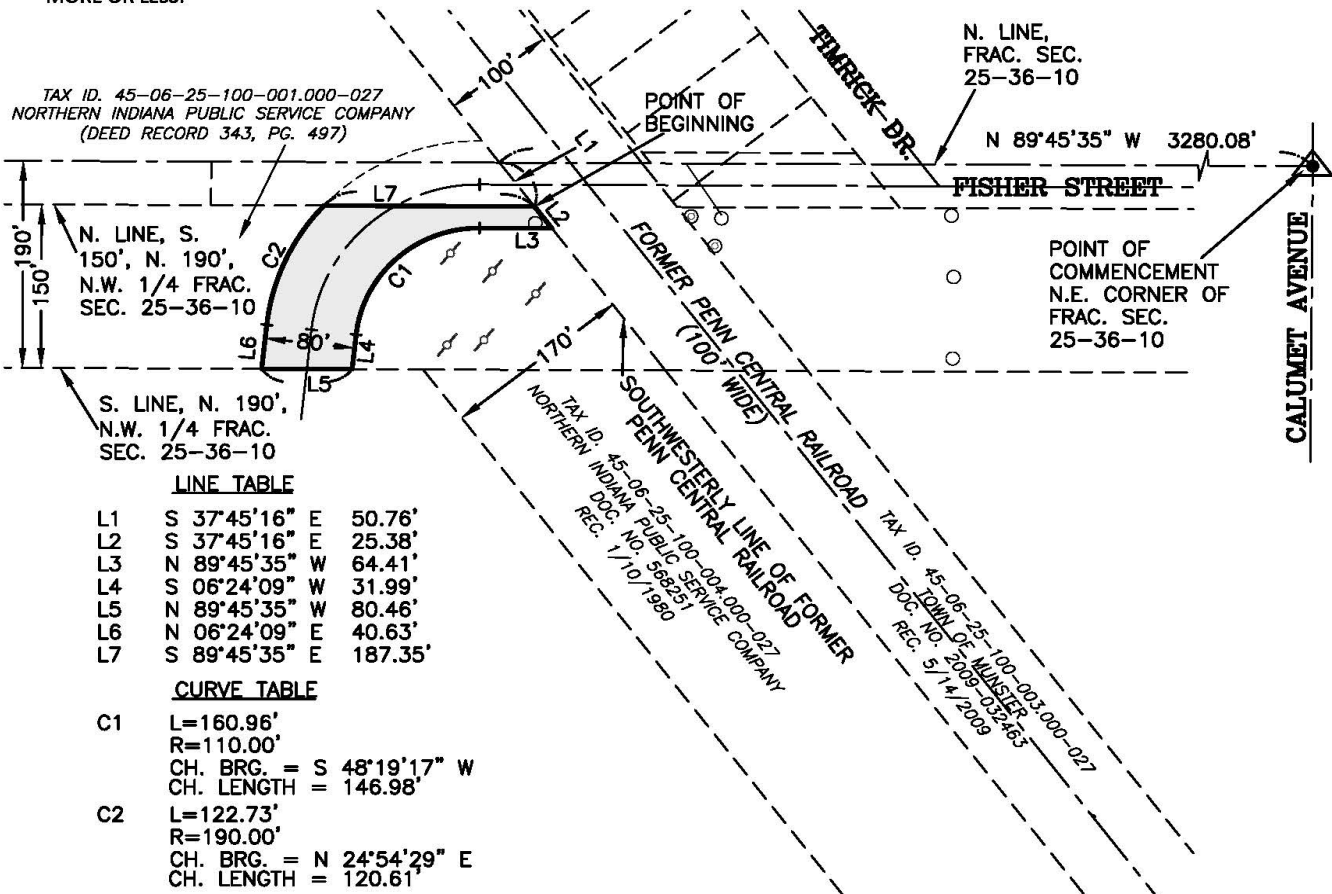
Exhibit E

**Memorandum of Understanding**

# EXHIBIT "A"

## LEGAL DESCRIPTION

**PARCEL DESCRIPTION:** A PARCEL OF LAND LYING IN THE SOUTH 150 FEET OF THE NORTH 190 FEET OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 25, TOWNSHIP 36 NORTH, RANGE 10 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN THE TOWN OF MUNSTER, LAKE COUNTY, INDIANA, SAID PARCEL DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID FRACTIONAL SECTION 25, THENCE NORTH 89 DEGREES 45 MINUTES 35 SECONDS WEST (BASIS OF BEARINGS IS ASSUMED), 3280.08 FEET ALONG THE NORTH LINE OF SAID FRACTIONAL SECTION 25 TO THE SOUTHWESTERLY LINE OF THE FORMER PENN CENTRAL RAILROAD (SAID RAILROAD BEING 100 FOOT WIDE); THENCE SOUTH 37 DEGREES 45 MINUTES 16 SECONDS EAST, 50.76 FEET ALONG SAID SOUTHWESTERLY LINE TO THE NORTH LINE OF SAID SOUTH 150 FEET AND THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 37 DEGREES 45 MINUTES 16 SECONDS EAST, 25.38 FEET ALONG SAID SOUTHWESTERLY LINE; THENCE NORTH 89 DEGREES 45 MINUTES 35 SECONDS WEST, 64.41 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEAST, HAVING A RADIUS OF 110.00 FEET, AND A CHORD THAT BEARS SOUTH 48 DEGREES 19 MINUTES 17 SECONDS WEST, 146.98 FEET; THENCE SOUTHWEST 160.96 FEET ALONG SAID CURVE; THENCE SOUTH 06 DEGREES 24 MINUTES 09 SECONDS WEST, 31.99 FEET TO THE SOUTH LINE OF SAID NORTH 190 FEET; THENCE NORTH 89 DEGREES 45 MINUTES 35 SECONDS WEST, 80.46 FEET ALONG SAID SOUTH LINE; THENCE NORTH 06 DEGREES 24 MINUTES 09 SECONDS EAST, 40.63 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEAST, HAVING A RADIUS OF 190.00 FEET, AND A CHORD THAT BEARS NORTH 24 DEGREES 54 MINUTES 29 SECONDS EAST, 120.61 FEET; THENCE NORTHEAST 122.73 FEET ALONG LAST SAID CURVE TO SAID NORTH LINE OF THE SOUTH 150 FEET; THENCE SOUTH 89 DEGREES 45 MINUTES 35 SECONDS EAST, 187.35 FEET ALONG SAID NORTH LINE OF THE SOUTH 150 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 0.36 ACRES MORE OR LESS.



**LINE TABLE**

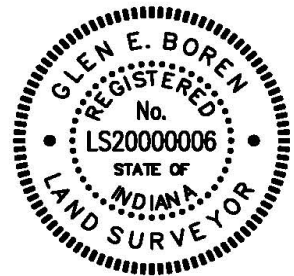
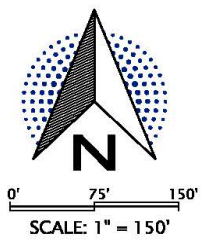
L1	S 37°45'16" E	50.76'
L2	S 37°45'16" E	25.38'
L3	N 89°45'35" W	64.41'
L4	S 06°24'09" W	31.99'
L5	N 89°45'35" W	80.46'
L6	N 06°24'09" E	40.63'
L7	S 89°45'35" E	187.35'

**CURVE TABLE**

C1	L=160.96' R=110.00' CH. BRG. = S 48°19'17" W CH. LENGTH = 146.98'
C2	L=122.73' R=190.00' CH. BRG. = N 24°54'29" E CH. LENGTH = 120.61'

**GRANTORS:**  
TAX NO. 45-06-25-100-001.000-027  
NORTHERN INDIANA PUBLIC SERVICE COMPANY  
DEED  
DEED RECORD 343, PG. 497

Reference Name: SAXON INDIANA  
Survey Job No: S20-1789  
Drawn By: G.B.  
Date: 1/31/22  
/20-1789/Exhibits.DWG  
Sec. 25-36-10  
Lake County, IN



*Glen E. Boren*

THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, OR A SURVEYOR LOCATION REPORT.

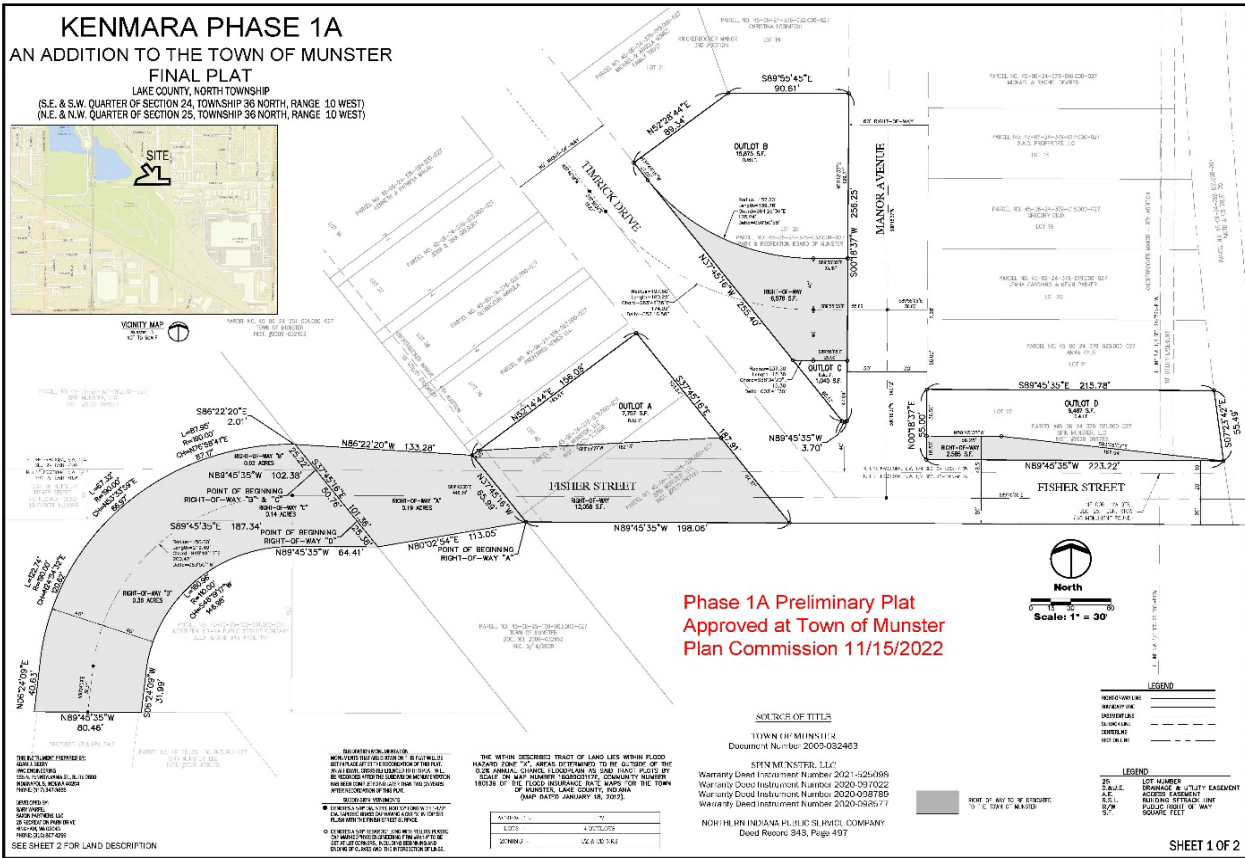
DVG TEAM, Inc  
1155 Troutwine Road  
Crown Point, IN 46307  
Phone: (219) 662-7710  
Fax: (219) 662-2740  
www.dvgteam.com





# EXHIBIT "B"

## RIGHT OF WAY PARCEL PLAT



DATE	DESCRIPTION	BY

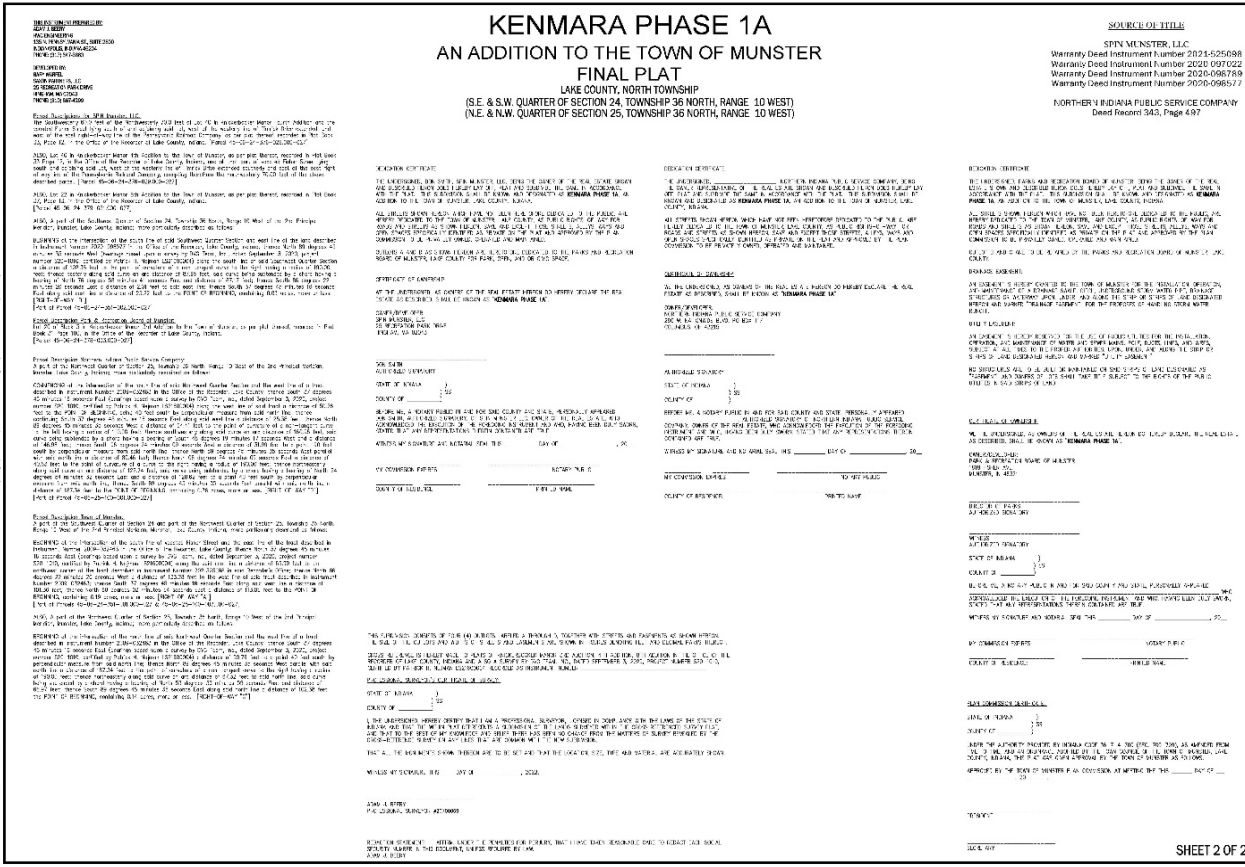


KENMARA PHASE 1A  
AN ADDITION TO THE TOWN OF MUNSTER  
LAKE COUNTY, INDIANA  
FINAL PLAT

PRELIMINARY  
NOT FOR CONSTRUCTION

DATE	DESCRIPTION	BY

FP1



DATE	DESCRIPTION	BY



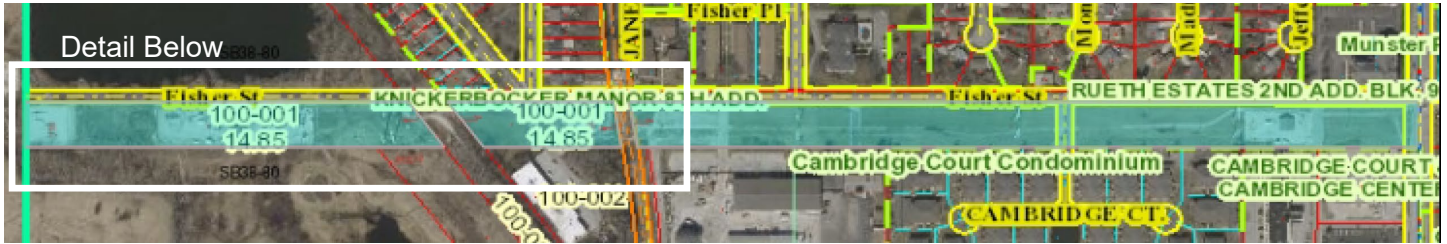
KENMARA PHASE 1A  
AN ADDITION TO THE TOWN OF MUNSTER  
LAKE COUNTY, INDIANA  
FINAL PLAT

PRELIMINARY  
NOT FOR CONSTRUCTION

DATE	DESCRIPTION	BY

FP2

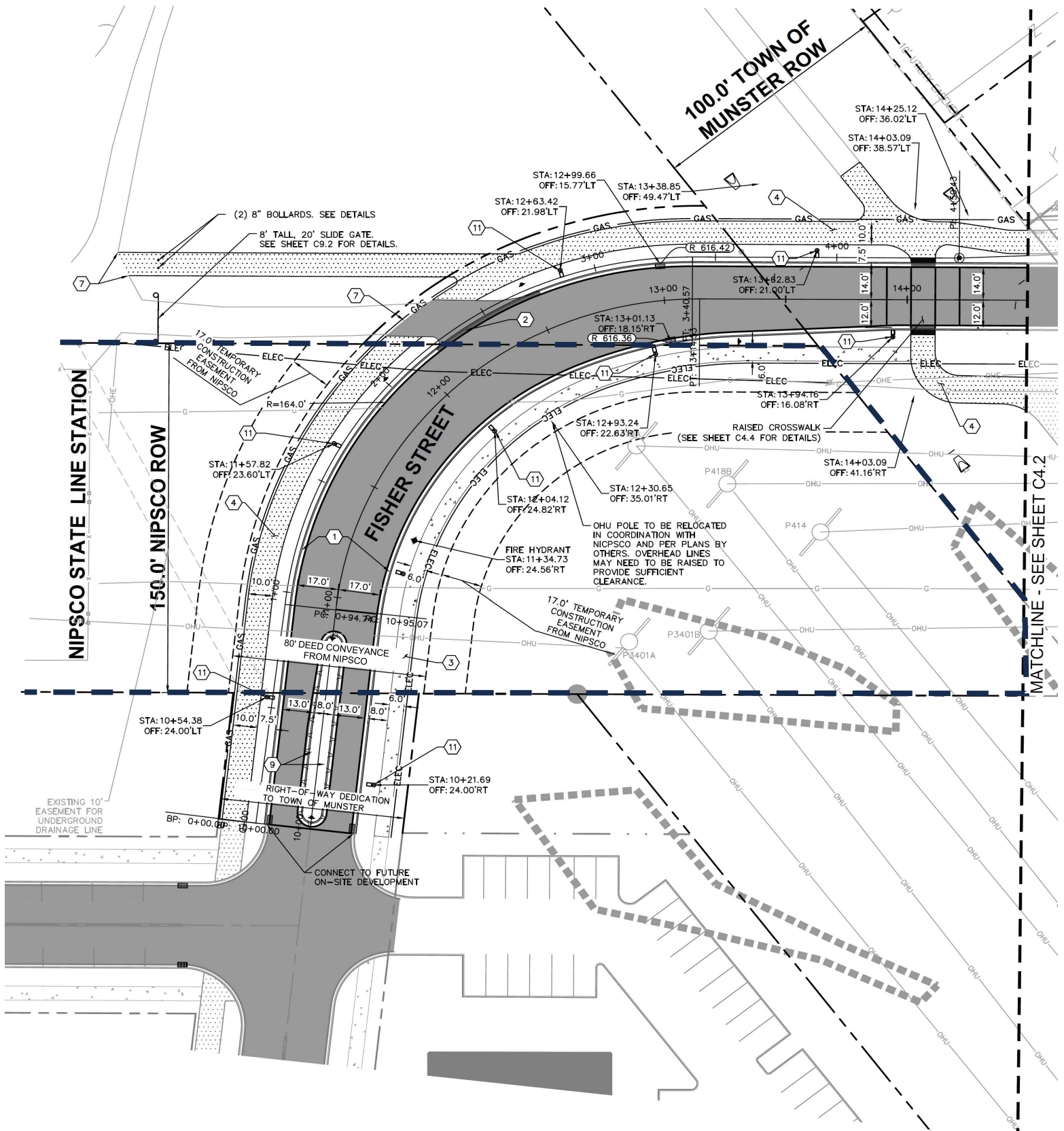
**EXHIBIT "C"**  
**NIPSCO PERMANENT RIGHT OF WAY**



Parcel Number: 45-06-25-100-001.000-027  
Owner1: Northern Indiana Public Service Co  
Mailing Address: 290 W Nationwide Blvd, PO  
Box 117 Columbus OH 43215  
Site Address: S FISHER & W MONON RR  
MUNSTER IN 46321  
Tax Code: 027  
Tax Description: Munster  
Legal Description: S. 150 FT. OF N. 190 FT. OF  
SEC. S.25 T.36 R.10 14.851A. SUBJ. TO  
EASMT.  
Net Acreage: 14.851  
Sec Twp Rng: 25 36 10  
Property Class: Local Light/Heat/Power Cmrc  
Zoning Code: 0  
Use Code: 0  
TIF: 027 Ridge Road/Calumet Avenue

# EXHIBIT "D"

## ROADWAY IMPROVEMENTS



NIPSCO Right-of-Way

**EXHIBIT “E”**

**MEMORANDUM OF UNDERSTANDING**

(Draft Updated September 4, 2024)